GREEN PLAINS INC.

FORM 8-K
(Current report filing)

Filed 02/20/18 for the Period Ending 02/16/18

Address	1811 AKSARBEN DRIVE
	OMAHA, NE, 68106
Telephone	402-884-8700
CIK	0001309402
Symbol	GPRE
SIC Code	2860 - Industrial Organic Chemicals
Industry	Renewable Fuels
Sector	Energy
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported)
February 16, 2018

GREEN PLAINS INC.
(Exact name of registrant as specified in its charter)

Iowa **(State or other jurisdiction of incorporation)**		
001-32924 **(Commission file number)**		**84-1652107** **(IRS employer identification no.)**
1811 Aksarben Drive, Omaha, Nebraska **(Address of principal executive offices)**		**68106** **(Zip code)**

(402) 884-8700
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Joint Venture Formation and LLC Agreement

On February 16, 2018, Green Plains Partners LP, the Delaware limited partnership formed by Green Plains Inc. (the "partnership"), and Delek Logistics Partners LP ("DKL") announced the formation of a joint venture and entered into the Limited Liability Company Agreement ("LLC Agreement") of DKGP Energy Terminals LLC ("DKGP JV"). Upon the closing of the Acquisition (described below), DKGP JV will conduct the business of the joint venture, including (i) owning and operating the Terminals (as defined below), (ii) acquiring and operating DKL's existing terminals also located in Caddo Mills, Texas and North Little Rock, Arkansas, and (iii) any other activities approved by DKGP JV's committee members (the "Committee").

Under the DKGP JV LLC Agreement, the partnership has certain rights and obligations, including but not limited to, the right or obligation: (i) to appoint two out of four members of the Committee, (ii) to contribute its pro rata percentage of the purchase price upon the closing of the Acquisition, and (iii) to fund additional capital contributions in accordance with the percentage interest upon mutual agreement by the partnership and DKL. DKL will manage the day-to-day operations of the Terminals.

Membership Interest Purchase Agreement

On February 16, 2018, DKGP JV entered into a Membership Interest Purchase Agreement (the "Purchase Agreement") with AMID Merger LP, an affiliate of American Midstream Partners LP (the "Seller"), pursuant to which DKGP JV agreed to acquire (the "Acquisition") all of the membership interests of AMID Refined Products LLC ("AMID"). Through subsidiaries, AMID owns the assets of the North Little Rock Refined Products Terminal and the assets of Caddo Mills Refined Products Terminal (collectively, the "Terminals").

DKGP JV will acquire AMID for approximately $138.5 million, plus working capital adjustments. The Acquisition is expected to close in the next 90 to 120 days, subject to customary closing conditions and regulatory approvals. Green Plains Partners will contribute $81.75 million in cash for its 50% stake in DKGP JV, not including working capital adjustments. When completed, the Terminals, including DKL's existing terminals, will have approximately 1.8 million barrels of storage capacity, access to major pipelines and railroads and the ability to transload a variety of products including gasoline, diesel, biodiesel, distillates, and ethanol.

The Purchase Agreement contains various representations, warranties and covenants of DKGP JV and Seller that are customary in transactions of this type. The closing of the Acquisition is subject to satisfaction or waiver of customary specified conditions, including the material accuracy of the representations and warranties of DKGP JV and the Seller and obtaining any necessary approvals under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. The Purchase Agreement contains certain customary termination rights for both DKGP JV and the Seller, including the rights of either party to terminate in the event that the Acquisition has not been completed by June 30, 2018, subject to certain exceptions.

Copies of the LLC Agreement and Purchase Agreement are filed with this Current Report on Form 8-K and are incorporated herein by reference. The foregoing summary of the material terms of these agreements does not purport to be a complete description thereof and is qualified in its entirety by the full text of the agreements.

Item 7.01. Regulation FD Disclosure.

On February 20, 2018, the partnership issued a press release announcing DKGP JV's acquisition of the Terminals, which is included as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed as part of this report.

Number	Description
2.1(a)	Membership Interest Purchase Agreement, dated as of February 16, 2018, by and between AMID Merger LP and DKGP Energy Terminals LLC
2.1(b)	Guaranty Agreement (Buyer), dated as of February 16, 2018, by and between Delek Logistics Partners, LP and Green Plains Partners LP
2.1(c)	Guaranty Agreement (Seller), dated as of February 16, 2018, by and between American Midstream Partners, LP and DKGP Energy Terminals LLC
10.1	Limited Liability Agreement of DKGP Energy Terminals LLC
99.1	Press Release dated February 20, 2018

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Green Plains Inc.

Date: February 20, 2018

By: /s/ John Neppl
John Neppl
Chief Financial Officer
(Principal Financial Officer)

EXHIBIT 2.1(a)

MEMBERSHIP INTEREST PURCHASE AGREEMENT

dated as of February 16, 2018

by and between

AMID MERGER LP,

as the Seller

and

DKGP ENERGY TERMINALS LLC,

as the Buyer

TABLE OF CONTENTS

MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (including the Exhibits and Schedules (as defined below) attached hereto, this " Agreement ") is made as of February 16, 2018 by and among AMID Merger LP, a Delaware limited partnership (the " Seller "), and DKGP Energy Terminals LLC, a Delaware limited liability company (the " Buyer "). The Seller and the Buyer are sometimes referred to herein individually as a " Party " and collectively as the " Parties ."

RECITALS

WHEREAS, the Seller owns 100% of the membership interests (the " Interests ") of AMID Refined Products, LLC, a Delaware limited liability company (" AMID Refined Products "), which owns 100% of the issued and outstanding membership interests of each of AMID NLR LLC, a Delaware limited liability company (" AMID NLR "), and AMID Caddo LLC, a Delaware limited liability company (" AMID Caddo " and, together with AMID NLR and AMID Refined Products, the " Companies ");

WHEREAS, upon the terms and subject to the conditions contained in this Agreement, the Seller desires to sell, and the Buyer desires to purchase, the Interests (such purchase is referred to herein as the " Acquisition ");

WHEREAS, each of Delek Logistics Partners, LP, a Delaware limited partnership (" DKL "), and Green Plains Partners LP, a Delaware limited partnership (" GPP ", and each of DKL and GPP, a " Buyer Parent "), is executing and delivering concurrently with the execution of this Agreement, a guaranty agreement with respect to the obligations of the Buyer under this Agreement (the " Buyer Parent Guaranties "), the form of which is attached hereto as Exhibit A ; *provided* that the guaranty obligations of the each Buyer Parent hereunder shall be several as to its 50% share of the Guaranteed Obligations (as defined in the Buyer Parent Guaranties) thereunder, and not joint; and

WHEREAS, American Midstream Partners, LP, a Delaware limited partnership (the " Seller Parent "), is executing and delivering concurrently with the execution of this Agreement, a guaranty of the obligations of the Seller under this Agreement (the " Seller Parent Guaranty "), the form of which is attached hereto as Exhibit B .

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE I
DEFINITIONS AND DEFINITIONAL PROVISIONS

Section 1.1 *Defined Terms* . The following terms have the meanings assigned to them in this Section 1.1 .

" Acquired Business " means the business of the Companies, which, in the case of AMID NLR, consists of the business of the North Little Rock Refined Products Terminal, and in the case of AMID Caddo, consists of the business of the Caddo Mills Refined Products Terminal.

" Acquired Companies Audited Financial Statements " has the meaning Section 6.18 specifies.

" Acquired Companies Interim Financial Statements " has the meaning Section 6.18 specifies.

" Acquisition " has the meaning the Recitals to this Agreement specify.

" Acquisition Proposal " has the meaning Section 6.15 specifies.

" Affiliate " means, as to any specified Person, any other Person that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified Person. As used in this definition, " control " means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person (whether through ownership of the Capital Stock of that Person, by contract or otherwise), and the terms " controlled " and " controlling " have the meanings correlative to the foregoing. For the avoidance of doubt, the Companies and their Subsidiaries will be Affiliates of the Seller only before the Closing, and will be Affiliates of the Buyer only after the Closing.

" Agreement " has the meaning the Preamble to this Agreement specifies.

" Allocation " has the meaning Section 6.6(g) specifies.

" Allocation Statement " has the meaning Section 6.6(g) specifies.

" Alternate Buyer " has the meaning Section 11.2(b) specifies.

" AMID Caddo " has the meaning the Recitals to this Agreement specify.

" AMID NLR " has the meaning the Recitals to this Agreement specify.

" AMID Refined Products " has the meaning the Recitals to this Agreement specify.

" Assignment " means an assignment and assumption of membership interests, substantially in the form attached hereto as Exhibit D , pursuant to which the Seller shall convey and assign the Interests to the Buyer.

" Auditing Firm " has the meaning Section 6.18 specifies.

" Auditors " has the meaning Section 2.4(b) specifies.

" Balance Sheet " has the meaning Section 4.15 specifies.

" Balance Sheet Date " has the meaning Section 4.15 specifies.

" Base Purchase Price " has the meaning Section 2.2(a)(i) specifies.

" Buyer " has the meaning the Preamble to this Agreement specifies.

" Buyer 401(k) Plan " has the meaning Section 6.11(d) specifies.

" Buyer Benefit Plans " has the meaning Section 6.11(c) specifies.

" Buyer Disclosure Letter " has the meaning Article V specifies.

" Buyer Indemnitees " has the meaning Section 9.2 specifies.

" Buyer Material Adverse Effect " means an event, circumstance, development, change or effect that, individually or in the aggregate, has materially impaired or delayed, or is reasonably likely to materially impair or delay, the ability of the Buyer to perform its obligations under this Agreement and to consummate the transactions contemplated hereby.

" Buyer Parent " has the meaning the Recitals to this Agreement specify.

" Buyer Parent Guaranties " has the meaning the Recitals to this Agreement specify, and, in the event of an assignment of this Agreement pursuant to Section 11.2(b) , the replacement Buyer Parent Guaranty delivered by DKL in accordance with Section 11.2(b) .

" Caddo Mills Refined Products Terminal " has the meaning Section 4.7(a) of the Seller Disclosure Letter specifies.

" Cap " has the meaning Section 9.4 specifies.

" Capital Stock " means, with respect to: (i) any corporation, any share, or any depositary receipt or other certificate representing any share, of an equity ownership interest in that corporation; and (ii) any other Entity, any share, membership, partnership or other percentage interest, unit of participation or other equivalent (however designated) of an equity interest in that Entity.

" Casualty Loss " has the meaning Section 6.14 specifies.

" Claim " means, as asserted (i) against any specified Person, any claim, demand or Proceeding made or pending against the specified Person for Damages to any other Person, or (ii) by the specified Person, any claim, demand or Proceeding of the specified Person made or pending against any other Person for Damages to the specified Person.

" Closing " has the meaning Section 2.5 specifies.

" Closing Cash " means, as of 12:01 a.m. Central Time on the Closing Date, the Companies' and their Subsidiaries' consolidated cash balances (net of any overdrafts and restricted cash balances), as adjusted for any deposits in transit, any outstanding checks and any other proper reconciling items, in each case as determined in accordance with the accounting methods, policies, principles, practices, procedures, classifications and estimation methodologies that were used in the preparation of the Balance Sheet, all of which have been made in accordance with GAAP, consistently applied.

" Closing Date " has the meaning Section 2.5 specifies.

" Closing Indebtedness " means all Indebtedness of the Companies and their Subsidiaries as of the Closing.

" Closing Statement " has the meaning Section 2.4(b) specifies.

" Closing Working Capital " has the meaning Section 2.4(b) specifies.

" Code " means the United States Internal Revenue Code of 1986.

" Companies " has the meaning the Recitals to this Agreement specify.

" Confidentiality Agreement " has the meaning Section 6.1(c) specifies.

" Consent " means any consent, release, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Authority or other Person, including any Permit, or, with respect to any equity interests, the waiver of any right of first refusal or similar Lien.

" Continuing Employees " has the meaning Section 6.11(a) specifies.

" Damage " or " Damages " means any out-of-pocket cost, damage, expense (including reasonable fees and expenses of attorneys, consultants and experts and Proceeding costs), fine, penalty, loss, liability and interest.

" Direct Claim " has the meaning Section 9.5(c) specifies.

" Disregarded Entity " has the meaning Section 4.17(i) specifies.

" DKL " has the meaning the Recitals to this Agreement specify.

" Employee Plan " means any employee benefit or compensation arrangement, plan, policy or program, whether written or unwritten or funded or unfunded, that is established, maintained or sponsored by the Seller, a Company or any of their Subsidiaries, or to which the Seller, a Company or any of their Subsidiaries contribute or have an obligation to contribute, on behalf of any of the Seller Dedicated Employees or the nonemployee directors, officers or independent contractors of a Company, including any material plan described in Section 3(3) of ERISA, whether or not tax qualified and whether or not subject to ERISA, and any other pension, benefit, retirement, compensation, employment, profit-sharing, bonus, incentive compensation, performance award, deferred compensation, vacation, sick pay, paid time off, stock purchase, stock option, phantom equity, equity or equity-based award, plan or benefit, unemployment,

hospitalization or other medical, life insurance, long- or short-term disability, change of control, retention, severance or fringe benefit, including Employment Agreements, for which the Company has or may have any Liability, or with respect to which Buyer or any of its ERISA Affiliates would reasonably be expected to have any Liability, contingent or otherwise.

" Employment Agreement " means any employment contract between the Seller or any of its Affiliates, other than a Company, and a Seller Dedicated Employee, with respect to the employment of such Seller Dedicated Employee in the Acquired Business.

" Entity " means any corporation, partnership of any kind, limited liability company, unlimited liability company, business trust, unincorporated organization or association, mutual company, joint stock company, joint venture or any other entity or organization.

" Environment " has the meaning Section 4.16(f)(i) specifies.

" Environmental Claims " has the meaning Section 4.16(c) specifies.

" Environmental Law " has the meaning Section 4.16(f)(ii) specifies.

" Environmental Permits " has the meaning Section 4.16(b) specifies.

" Environmental Representations " means the representations and warranties made by the Seller in Section 4.16 .

" ERISA " means the Employee Retirement Income Security Act of 1974, as amended.

" ERISA Affiliate " has the meaning Section 4.13(e) specifies.

" Estimated Closing Cash " has the meaning Section 2.2(b) specifies.

" Estimated Closing Indebtedness " has the meaning Section 2.2(b) specifies.

" Estimated Closing Price Certificate " has the meaning Section 2.2(b) specifies.

" Estimated Closing Working Capital " has the meaning Section 2.2(b) specifies.

" Estimated Purchase Price " has the meaning Section 2.2(b) specifies.

" Existing Surveys " shall mean (i) in the case of the Real Property commonly referred to as Caddo Mills, that certain survey dated November 16, 2012, prepared by U.S. Surveyor, and (ii) in the case of the Real Property commonly referred to as North Little Rock, that certain survey dated November 15, 2012, prepared by U.S. Surveyor.

" Final Purchase Price " has the meaning Section 2.4(b) specifies.

" Financial Statements " has the meaning Section 4.15 specifies.

" Fundamental Representations " means the representations and warranties made by (a) the Seller in Section 3.1 , Section 3.2 , Section 3.5 , Section 3.6 , Section 4.1 , Section 4.2, Section 4.4 and Section 4.6(a) and (b) by the Buyer in Section 5.1 , Section 5.2 and Section 5.8 .

" GAAP " means generally accepted accounting principles and practices in the United States as in effect from time to time.

" Governmental Authority " means any federal, state, local, or foreign government or political subdivision thereof, or any instrumentality, subdivision, court, administrative agency, commission, official or other authority, province, prefect, municipality, or locality thereof, any self-regulated organization or any other non-governmental authority or quasi-governmental or private body exercising any regulatory, taxing or other governmental or quasi-governmental authority.

" GPP " has the meaning the Recitals to this Agreement specify.

" Hazardous Substance " has the meaning Section 4.16(f)(iii) specifies.

" HSR Act " has the meaning Section 6.4(b)(i) specifies.

" Indebtedness " of any Person means, without duplication, (i) any liability of that Person, whether or not contingent, (A) for borrowed money, (B) arising out of any extension of credit to or for the account of that Person (including reimbursement or payment obligations with respect to surety bonds, letters of credit, bankers' acceptances and similar instruments) or for the deferred purchase price of property or other assets or services or arising under conditional sale or other title retention agreements, in each case other than trade payables arising in the Ordinary Course of Business and not outstanding for more than 120 days after such trade payable was created, (C) evidenced by notes, bonds, debentures or similar instruments, (D) in respect of leases of (or other agreements conveying the right to use) property or other assets which GAAP requires to be classified and accounted for as capital leases or (E) in respect of commodity, currency or interest rate swap, cap or collar agreements or similar arrangements providing for the mitigation of that Person's commodity, currency or interest rate risks either generally or under specific contingencies between that Person and any other Person; or (ii) any liability of others of the type described in the preceding clause (i) in respect of which that Person has incurred, assumed or acquired a liability by means of a guaranty or which is secured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured by) any Lien on property (including, without limitation, accounts and contract rights) owned by such Person, whether or not such Person has assumed or become liable for the payment of such obligation. Notwithstanding the foregoing, the calculation of Indebtedness shall not include any of the principal amount as of the Closing Date of any undrawn letters of credit, nor obligations of a Company or its Subsidiaries under or with respect to any outstanding checks to the extent same are netted from the Closing Cash.

" Indemnified Party " has the meaning Section 9.5 specifies.

" Indemnifying Party " has the meaning Section 9.5 specifies.

" Intellectual Property " means any and all rights in, arising out of or associated with any of the following in any jurisdiction in the world: (i) patents and patent applications, including all reissues, divisions, continuations, continuations-in-part, provisionals, substitutes, renewals and extensions thereof, and other government issued indicia of invention ownership, (ii) copyrights, and all copyright registrations and copyright applications and any renewals or extensions thereof, (iii) trademarks, service marks, brands, certification marks, trade dress, trade names, logos, slogans, domain names (including internet domain names, social media accounts or user names (including "handles" and associated web addresses, URLs, websites and web pages, and all content and data thereon or related thereto)) and other indicia of origin of use, whether registered or unregistered, and pending applications and renewals for any of the foregoing, together in each case with the goodwill connected with the use of or symbolized thereby, (iv) trade secrets, know-how, proprietary and confidential information, including all proprietary rights in product specifications, compounds, processes, formulae, product or industrial designs, business information, technical and marketing plans and proposals, ideas, concepts, inventions, research and development, information disclosed by business manuals and drawings, technology, technical information, data, databases, research records, customer, distributor and supplier lists and similar data and information and all other confidential or proprietary technical or business information and materials and all rights therein and (v) all other intellectual or industrial property or proprietary rights.

" Interests " has the meaning the Recitals to this Agreement specify.

" Inventory Date " has the meaning Section 6.20 specifies.

" Inventory Reconciliations " has the meaning Section 6.20 specifies.

" JP Energy Acquisition Date " means March 8, 2017.

" JV Buyer " has the meaning Section 11.2(b) specifies.

" Law " or " Laws " means (i) any law (including common law), statute, treaty, decree, code, ordinance, order, rule, regulation, judgment, injunction, or other legally-binding requirement of any Governmental Authority in effect at such time or (ii) any legally-binding obligation included in any Permit or resulting from binding arbitration, including any requirement under common law.

" Lien " means, with respect to any property or other asset of any Person (or any revenues, income or profits of that Person therefrom), any mortgage, easement, lien (statutory or other), encroachment, right of way, security interest, pledge, attachment, levy, option, debt, right of first refusal or other restriction of any kind (including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership), charge or encumbrance thereupon or in respect thereof.

" Losses " shall mean all losses, costs, interest, charges, obligations, liabilities, Proceedings, settlement payments, awards, judgments, fines, penalties, damages, assessments, deficiencies of whatever kind, or associated reasonable expenses, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder; *provided, however* , that any claim for Losses pursuant to the indemnities in Article IX shall be reduced by any payment (including payments on account of insurance of the Companies) actually received from a third party or otherwise actually recovered from third parties. For all purposes in this Agreement, the term " Losses " shall not include any Non-Reimbursable Losses.

" Material Agreement " has the meaning Section 4.12(a) specifies.

" Non-Acquired Business Liabilities " means liabilities of the Companies unrelated to the Acquired Business as conducted as of the Closing, including liabilities with respect to discontinued operations, and liabilities with respect to assets or properties sold or otherwise disposed of by the Seller prior to the Closing that are unrelated to the Acquired Business as conducted as of the Closing Date.

" Non-Reimbursable Losses " has the meaning Section 9.10 specifies.

" North Little Rock Refined Products Terminal " has the meaning Section 4.7(a) of the Seller Disclosure Letter specifies.

" Noticed Post-Closing Claim " has the meaning Section 6.17(a) specifies.

" OFAC " has the meaning Section 4.10(c) specifies.

" Ordinary Course of Business " means, with respect to the Companies, the ordinary course of business of the Acquired Business, consistent with past practices.

" Organization Jurisdiction " means, as applied to (i) any corporation, the federal, state or other jurisdiction of incorporation, (ii) any limited liability company or limited partnership, the federal, state or other jurisdiction under whose Laws it is formed, organized and existing in that legal form, and (iii) any other Entity, the federal, state or other jurisdiction whose Laws govern that Entity's internal affairs.

" Organizational Documents " means, with respect to any Entity at any time, in each case as amended, modified and supplemented at that time, (i) the articles or certificate of formation, incorporation or organization (or the equivalent organizational or constituent documents) of that Entity, (ii) the articles of association, bylaws, limited liability company agreement, limited partnership agreement or regulations (or the equivalent governing documents) of that Entity and (iii) each document setting forth the designation, amount and relative rights, limitations and preferences of any class or series of that Entity's Capital Stock.

" Outside Date " has the meaning Section 8.1(b)(i) specifies.

" Party " and " Parties " have the meanings the Preamble to this Agreement specifies.

" Permit " means any authorization, consent, approval, permit, franchise, certificate, certification, license, implementing order or exemption of, or registration with any Governmental Authority.

" Permitted Liens " means (i) Liens for Taxes not yet due or payable; (ii) Liens of carriers, warehousemen, mechanics, laborers, materialmen and other similar Liens arising or incurred in the Ordinary Course of Business for amounts not yet due or payable or that are being contested in good faith in appropriate Proceedings and for which adequate reserves have been established in the Financial Statements *provided* such Liens under this clause (ii) do not exceed $7,500,000 in the aggregate, (iii) Liens caused or created by or on behalf of the Buyer, (iv) provided that such matter does not secure obligations for the payment of money or would not reasonably be expected, either individually or in the aggregate, to materially interfere with the operation of the Acquired Business as it is currently conducted, those certain title matters listed on Exhibit G attached hereto, as well as any other easements, rights-of-way, restrictions and other similar encumbrances arising or incurred in the Ordinary Course of Business, (v) any imperfection or irregularity of title that would not be reasonably expected to materially interfere with the operation of the Acquired Business as it is currently conducted, (vi) any interest of title of a lessor of any assets being leased pursuant to a lease classified as an operating lease under GAAP, (vii) provided that such matter does not secure obligations for the payment of money or would not reasonably be expected, either individually or in the aggregate, to materially interfere with the operation of the Acquired Business as it is currently conducted, any matter shown on the Existing Surveys and any other matter that would be shown on a current survey, (viii) provided that such matter does not secure obligations for the payment of money or would not reasonably be expected, either individually or in the aggregate, to materially interfere with the operation of the Acquired Business as it is currently conducted, the Deed Restriction made by JP Energy ATT, LLC, recorded on March 30, 2017 in Pulaski County, AR as Document No. 2017019684 and (ix) Liens that will be released prior to or upon the Closing of the Acquisition.

" Person " means any natural person, Entity, estate, trust, union or employee organization or Governmental Authority.

" Post-Closing Claims " has the meaning Section 6.17(a) specifies.

" Pre-Closing Occurrence Based Policies " has the meaning Section 6.17(a) specifies.

" Pre-Closing Period " means any taxable period ending on or before the Closing Date.

" Pre-Closing Period Tax Return " means any Tax Return relating to a Pre-Closing Period.

" Pre-Closing Taxes " means, without duplication, (i) any and all Taxes of or imposed on any of the Companies and their Subsidiaries for any and all Pre-Closing Periods and (ii) any and all Taxes of or imposed on any of the Companies and their Subsidiaries for any and all portions of Straddle Periods ending on the Closing Date (determined in accordance with Section 6.6(a) hereof).

" Proceeding " means any action, case, proceeding, cause of action, litigation, arbitration, citation, summons, claim, grievance, suit or investigation or other proceeding conducted by or pending before any Governmental Authority or any arbitrator.

" Purchase Price " has the meaning Section 2.2(a) specifies.

" Real Property " has the meaning Section 4.7(a) specifies.

" Release " has the meaning Section 4.16(f)(iv) specifies.

" Remedial Action " has the meaning Section 4.16(f)(v) specifies.

" Representatives " means, with respect to any Person, the directors, officers, managers, employees, Affiliates, accountants, advisors, attorneys, consultants or other agents of that Person, or any other representatives of that Person.

" Restricted Business " has the meaning Section 6.16(a) specifies.

" Restricted Marks " has the meaning Section 6.12 specifies.

" Restricted Period " has the meaning Section 6.16(a) specifies.

" Schedules " means the Seller Disclosure Letter and the Buyer Disclosure Letter.

" Seller " has the meaning the Preamble to this Agreement specifies.

" Seller Dedicated Employees " means the employees of the Seller or any of its Affiliates, other than a Company, who provide services to a Company solely in connection with the Acquired Business.

" Seller Disclosure Letter " has the meaning Article III specifies.

" Seller Indemnitees " has the meaning Section 9.3 specifies.

" Seller Insurance Policies " has the meaning Section 4.20 specifies.

" Seller Material Adverse Effect " means an event, circumstance, development, change or occurrence that, individually or in the aggregate, (i) is reasonably expected to materially impair or delay the ability of the Seller to perform its obligations under this Agreement and to consummate the transactions contemplated hereby or (ii) has had or would be reasonably be expected to have a material adverse effect on the business, assets, liabilities, condition (financial or otherwise) or results of operations, or the value, of the Acquired Business, taken as a whole; *provided, however* , that, in each case, no event, circumstance, development, change or occurrence resulting from any of the following shall be deemed to constitute, or shall be taken into account in determining whether there has been or would reasonably be expected to be, a Seller Material Adverse

Effect: (A) changes in global or national economic conditions, including changes in prevailing interest rates, financial, credit, securities, currency or exchange rate market conditions or the price of commodities or raw materials used by the Companies, (B) changes or trends in the industry in which the Companies or any of their customers operate (including the demand for, and availability and pricing of, raw materials, crude oil, refined products or other commodities, and the marketing and transportation thereof) or in which the services of the Companies are used, (C) changes in global or national political conditions, including the outbreak, continuation or escalation of war (whether or not declared), hostilities, sabotage, military conflict or acts of terrorism, (D) earthquakes, hurricanes, floods, acts of God or other natural disasters, (E) changes (or proposed changes) in applicable Law or the interpretation, enforcement or implementation thereof or changes (or proposed changes) in GAAP or international financial reporting standards, or the interpretation thereof, (F) any failure by a Company or its Subsidiaries to meet any internal or third party projections or forecasts or estimates of revenue, earnings or other performance measures or operating statistics for any period (*provided, however* , that this clause (F) shall not operate to exclude from the definition of "Seller Material Adverse Effect" any set of facts or circumstances that give rise or contribute to any such failure unless otherwise excluded hereunder, (G) changes, including impacts on relationships with customers, suppliers, employees, labor organizations or Governmental Authorities, in each case solely attributable to the execution, announcement, pendency or consummation of this Agreement, any Transaction Document or the transactions contemplated hereby or thereby, including as a result of the identity of the Buyer or plans or announced intentions of the Buyer with respect to the Companies, (H) any effect arising out of any action taken or omitted to be taken by the Seller or the Companies at the request, or with the prior written consent, of the Buyer pursuant to this Agreement or (I) any event, circumstance, development, change or occurrence that is cured by a Company or the Sellers; *provided, however* , that events, circumstances, developments, changes or occurrences set forth in clauses (A) through (E) above may be taken into account in determining whether there has been or would reasonably be expected to have a Seller Material Adverse Effect if and only to the extent such events, circumstances, developments, changes or effects have a materially disproportionate adverse effect on the Companies, taken as a whole, in relation to others in the industry in which the Companies operate.

" Seller Parent " has the meaning the Recitals to this Agreement specify.

" Seller Parent Guaranty " has the meaning the Recitals to this Agreement specify.

" Straddle Period " means any taxable period beginning on or before and ending after the Closing Date.

" Straddle Period Tax Return " means any Tax Return relating to a Straddle Period.

" Starting Inventory " has the meaning Section 6.20 specifies.

" Subsidiary " of any specified Person at any time means any Entity of which (i) such Person or any other Subsidiary of such Person is a general partner, managing member or sole or controlling member or (ii) at least a majority of the Capital Stock having by their terms ordinary voting power to elect a majority of the board of directors, managers or others performing similar functions with respect to such Entity is, directly or indirectly, owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and any one or more of its Subsidiaries.

" Target Working Capital " means an amount equal to $2,500,000.

" Tax " or " Taxes " means (i) any and all federal, state, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes or other tax of any kind whatsoever, whether disputed or not, together with all interest, penalties and additions imposed with respect thereto; (ii) any liability for the payment of any item described in clause (i) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, including pursuant to Treasury Regulations Section 1.1502-6 or any analogous or similar state, local or foreign Law; (iii) any liability for the payment of any item described in clause (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of any obligations under any agreements or arrangements with any other Person with respect to such item; or (iv) any successor liability for the payment of any item described in clause (i), (ii) or (iii) of any other Person, including by reason of being a party to any merger, consolidation, conversion or otherwise.

" Tax Representations " means the representations and warranties made by the Seller in Section 4.17 .

" Tax Return " means any return, declaration, report, claim for refund, information return or statement, or other forms or documents relating to Taxes, including any schedule or attachment thereto and any related or supporting information, and including any amendment thereof.

" Taxing Authority " means any Governmental Authority having or purporting to exercise jurisdiction with respect to any Tax.

" Terminals " means the Caddo Mills Refined Products Terminal and the North Little Rock Refined Products Terminal.

" Territory " has the meaning Section 6.16(a) specifies.

" Third-Party Claim " has the meaning Section 9.5(a) specifies.

" Third-Party Provisions " has the meaning Section 11.11 specifies.

" Threshold Amount " has the meaning Section 9.4(b) specifies.

" Title Company " means the Chicago Title Insurance Company or such other national title insurance company or companies as may issue Title Policies with respect to the owned Real Property of the Acquired Business pursuant to Section 6.19 .

" Title Policies " has the meaning Section 6.19 specifies.

" Transaction Documents " means this Agreement, the Seller Parent Guaranty, the Buyer Parent Guaranties, the Assignment and the other written ancillary agreements, documents, instruments and certificates executed under or in connection with this Agreement.

" Transfer Taxes " means all sales (including bulk sales), use, transfer, documentary, registration, conveyance, excise, stamp or similar Taxes incurred in connection with the sale of the Companies to the Buyer pursuant to this Agreement.

" Transition Services Agreement " means the Transition Services Agreement between the Seller and the Buyer, in the form of Exhibit E , and the schedules thereto.

" Treasury Regulations " means the income Tax regulations, including temporary regulations, promulgated under the Code, as those regulations may be amended from time to time. Any reference herein to a specific section of the Treasury Regulations shall include any corresponding provisions of succeeding, similar, substitute, proposed or final Treasury Regulation.

" Working Capital " means, as of any date of determination, the amount, which may be positive or negative, equal to the Companies' and their Subsidiaries' total current assets (excluding deferred Tax assets established to reflect timing differences between book and Tax income and cash balances included in the calculation of Closing Cash) on a consolidated basis as of such date minus the Companies' and their Subsidiaries' total current liabilities (excluding deferred Tax liabilities established to reflect timing differences between book and Tax income, deferred revenue, Indebtedness and any accruals for Pre-Closing Taxes) on a consolidated basis as of such date, in each case prepared in accordance with the accounting methods, policies, principles, practices, procedures, classifications and estimation methodologies (whether with regard to reserves or otherwise) that were used in the preparation of the Balance Sheet; *provided* , *however* , that the calculation of Working Capital as of the Closing Date (i) shall not reflect any accruals or reserves except as are calculated using the same procedures, using the same methodologies, as the applicable line items on the Balance Sheet, in accordance with GAAP, consistently applied, and (ii) is not intended to introduce any new or alternative accounting policies or methodologies. For avoidance of doubt, the Worksheet sets forth the calculation of Working Capital as of December 31, 2017.

" Working Capital Deficit " means the amount, if any, by which the Closing Working Capital is less than the Target Working Capital.

" Working Capital Excess " means the amount, if any, by which the Closing Working Capital is more than the Target Working Capital.

" Worksheet " has the meaning Section 2.2(b) specifies.

Section 1.2 *Other Defined Terms* . Words and terms used in this Agreement that other Sections of this Agreement defined are used in this Agreement as those other Sections define them.

Section 1.3 *Other Definitional Provisions* .

(a) Except as this Agreement otherwise specifies, all references herein to any Law shall be deemed to refer to that Law or any successor Law, as the same may have been amended or supplemented from time to time through the date hereof, and any rules or regulations promulgated thereunder.

(b) All references herein to any agreement or contract shall be deemed to refer to such agreement or contract as amended, modified or supplemented from time to time in accordance with the terms thereof.

(c) All Exhibits and Schedules (including the Seller Disclosure Letter and Buyer Disclosure Letter) attached hereto or referred to herein are hereby incorporated hereto by referenced and made part of this Agreement as if set forth in full herein.

(d) The words "herein," "hereof" and "hereunder" and words of similar import to refer to this Agreement as a whole and not to any provision of this Agreement, and the words "Article," "Section," "Recitals," "Preamble," "Schedule" and "Exhibit" refer to Articles and Sections of, the Recitals to, and Schedules and Exhibits to, this Agreement unless it otherwise specifies.

(e) Whenever the context so requires, the singular number includes the plural and vice versa, and a reference to one gender includes the other gender and the neuter.

(f) As used in this Agreement, the word "including" (and, with correlative meaning, the word "include") means including, without limiting the generality of any description preceding that word, the word "or" shall be disjunctive but not exclusive and the words "shall" and "will" are used interchangeably and have the same meaning.

(g) As used in this Agreement, the term "business day" means any day other than a day on which commercial banks are authorized or required to close in Houston, Texas.

(h) The phrase "to the knowledge of the Seller" or any similar phrase means the actual knowledge, after due inquiry of all direct reports, of any individual set forth on Section 1.3(h) of the Seller Disclosure Letter; and the phrase "to the knowledge of the Buyer" or any similar phrase means the actual knowledge, after due inquiry of all direct reports, of any individual set forth on Section 1.3(h) of the Buyer Disclosure Letter.

(i) As used in this Agreement, all references to "dollars" or "$" mean United States dollars.

(j) Whenever this Agreement refers to a number of days, such number shall be deemed to refer to calendar days unless business days are specified. Whenever any action must be taken hereunder on or by a day that is not a business day, then such action may be validly taken on or by the next day that is a business day.

(k) All accounting terms used herein and not expressly defined herein shall have the meanings given to them under GAAP and shall be calculated in a manner consistent with GAAP.

Section 1.4 *Captions* . This Agreement includes captions to Articles, Sections and subsections of this Agreement and the Schedules and Exhibits thereto for convenience of reference only, and these captions do not constitute a part of this Agreement for any other purpose or in any way affect the meaning or construction of any provision of this Agreement.

ARTICLE II
THE ACQUISITION

Section 2.1 *Purchase and Sale of the Interest s* . At the Closing, on the terms and subject to the conditions of this Agreement, the Seller shall sell, assign, transfer and convey to the Buyer, and the Buyer shall purchase and acquire from the Seller, all of the Seller's rights, title and interest in and to the Interests free and clear of all Liens (other than Liens in effect on or prior to the Closing Date that will be released upon payment of the Purchase Price and restrictions on transfer that may be imposed by state or federal securities Laws).

Section 2.2 *Purchase Pric e* .

(a) The aggregate purchase price for the Interests (as it may be adjusted in accordance with this Agreement, the " Purchase Pric e ") shall equal the sum of:

(i) $138,500,000 (the " Base Purchase Pric e ");

(ii) plus an amount equal to the Working Capital Excess (if any);

(iii) minus an amount equal to the Working Capital Deficit (if any);

(iv) plus an amount equal to the Closing Cash (if any); and

(v) minus an amount equal to the Closing Indebtedness (if any).

(b) At least two business days prior to the Closing Date, the Seller shall prepare and deliver to the Buyer a certificate of the Chief Financial Officer or equivalent officer of the Seller (the " Estimated Closing Price Certificat e ") setting forth the Seller's good faith estimate of the Purchase Price (the " Estimated Purchase Pric e "), which shall include a reasonably detailed calculation of the good faith estimated amount, calculated in accordance with the worksheet attached hereto as Exhibit C (" Workshee t "), of (i) Closing Working Capital (" Estimated Closing Working Capita l "), (ii) Closing Cash (" Estimated Closing Cas h "), and (iii) Closing Indebtedness (" Estimated Closing Indebtednes s "). An amount equal to the Estimated Purchase Price shall be payable at the Closing as described in Section 2.3 below and shall be subject to adjustment as provided in Section 2.4 below.

Section 2.3 *Payment of the Purchase Price and Other Amounts.* At the Closing, subject to the satisfaction or waiver of each of the conditions specified in Article VII, the Buyer shall pay:

(a) to the Seller the Estimated Purchase Price by wire transfer of immediately available funds to an account of the Seller (which account shall be designated by the Seller at least two business days prior to the Closing Date); and

(b) to the Persons entitled thereto, the amount of Closing Indebtedness, as set forth in the Estimated Closing Price Certificate, for which the Seller shall have delivered to the Buyer payoff letters (including wire transfer instructions) from or on behalf of the Companies not less than two business days prior to the Closing Date, which payoff letters shall be in form and substance satisfactory to the Buyer and shall provide for the holders of such Closing Indebtedness to deliver to the Companies all related releases of Liens securing such Closing Indebtedness effective as of the Closing.

Section 2.4 *Purchase Price Adjustments* .

(a) The Parties agree that, so long as any distributions made are reflected in the Estimated Closing Price Certificate and in the Closing Working Capital and in any adjustments to the Purchase Price pursuant to Section 2.4(c) , the Seller shall have the right, at or prior to the delivery of the Estimated Closing Price Certificate and upon written notice to the Buyer, to cause each of the Companies and their Subsidiaries to distribute cash, accounts receivable and any other working capital items to the Seller or its Affiliates, by one or more dividends and/or other distributions.

(b) Within 45 calendar days following the Closing, the Buyer shall prepare, or cause to be prepared, and deliver to the Seller a statement (the " Closing Statemen t "), which shall include (i) a consolidated balance sheet of the Companies as of 12:01 a.m. Central Time on the Closing Date, (ii) a calculation of the total Working Capital of the Companies as of 12:01 a.m. Central Time on the Closing Date determined pursuant to the Worksheet from such balance sheet (the " Closing Working Capita l "), (iii) a calculation of the Working Capital Deficit or the Working Capital Excess, as the case may be, (iv) a calculation of Closing Cash, (v) a calculation of Closing Indebtedness and (vi) the Buyer's determination of the final Purchase Price (the " Final Purchase Pric e ") resulting therefrom. The Seller shall have a period of 30 calendar days after delivery of the Closing Statement to review (and cause the Seller's auditors to review) such documents and make any objections it may have in writing to the Buyer. For purposes of the Seller's evaluation of the Closing Statement, the Buyer shall, and shall cause the Companies and their Subsidiaries to, make available or provide reasonable access to the Seller and its Representatives, upon advance notice and during normal business hours, all information, books, records, data and working papers created or used in connection with the preparation of the Closing Statement; and shall permit reasonable access, upon advance notice and during normal business hours, to the facilities and personnel of the Companies and their Subsidiaries as may be reasonably requested by the Seller and its Representatives to analyze the Closing Statement. If

the Seller delivers written objections to the Buyer within such 30-day period, then the Buyer and the Seller shall attempt to resolve the matter or matters in dispute. If no written objections are made by the Seller within such 30-day period, then such Closing Statement shall be final and binding on the Parties. If disputes with respect to such Closing Statement cannot be resolved by the Buyer and the Seller within 30 calendar days after timely delivery of any objections thereto, then, at the request of the Buyer or the Seller, the specific matters in dispute (but no others) shall be submitted to Grant Thornton LLP or such other independent accounting firm as may be approved by the Seller and the Buyer (the " Auditors "), which firm shall render its opinion as to such specific matters. The Seller and the Buyer shall enter into a customary engagement letter with the Auditors. If no such referral is made within 45 days after the delivery of the objections, then such Closing Statement shall be final and binding on the Parties. The matters to be resolved by the Auditors shall be limited to the remaining unresolved disputes between the Buyer and the Seller. The Auditors shall promptly deliver to the Buyer and the Seller a written report setting forth its resolution of the disputes along with its determination of the Final Purchase Price, which determination shall be made in accordance with the Worksheet and the definitions and principles set forth in this Agreement and shall be final and binding on the Parties. The Auditors shall be limited to awarding only one or the other of the Buyer's proposal (considered in the aggregate), on the one hand, or the Seller's proposal (considered in the aggregate), on the other hand, as to each disputed item and shall have no authority to select or propose to the Parties any resolution other than as set forth in one of such two proposals originally submitted to the Auditors. Judgment may be entered upon the determination of the Auditors in any court having jurisdiction over the Party against which such determination is to be enforced. The fees and expenses of the Auditors shall be borne by the Parties as designated by the Auditors, which designation shall be based upon the inverse proportion of the amount of disputed items resolved in favor of such Party (*i.e.* , so that the prevailing Party bears a lesser amount of such fees and expenses).

(c) If the Estimated Purchase Price is greater than the Final Purchase Price, then within two business days following the final determination thereof, the Seller shall pay the Buyer by wire transfer in immediately available funds to the account designated by the Buyer the amount of such excess, plus interest thereon at 6% per annum, calculated on the basis of the actual number of days elapsed divided by 365, from (and including) the date that is five business days after the date on which the Final Purchase Price is finally determined under Section 2.4(b) to (but excluding) the date of such payment. If the Final Purchase Price is greater than the Estimated Purchase Price, then within two business days following the final determination thereof, the Buyer will pay the Seller by wire transfer in immediately available funds to the account designated by the Seller the amount of such excess plus interest thereon at 6% per annum, calculated on the basis of the actual number of days elapsed divided by 365, from (and including) the date that is 5 business days after the date on which the Final Purchase Price is finally determined under Section 2.4(b) to (but excluding) the date of such payment.

Section 2.5 *Time and Place of the Closin g* . Upon the terms and subject to the conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the " Closin g ") will take place at the offices of Sidley Austin LLP, 1000 Louisiana, Suite 6000, Houston, Texas 77002, on the second business day after the date on which the satisfaction or, to the extent permitted by applicable Law, waiver of all conditions to the obligations of the Parties set forth in Article VII (other than such conditions as may, by their terms, only be satisfied at the Closing or on the Closing Date, but subject to the fulfillment or waiver of those conditions) shall occur, or at such other time or on such other date as the Parties agree in writing (the " Closing Dat e ").

Section 2.6 *Closing Deliverables.*

(a) At the Closing, the Buyer will make the payments specified in Section 2.3 and will deliver, or cause to be delivered, to the Seller, as applicable:

(i) the officer's certificate contemplated by Section 7.3(c) ;

(ii) a duly executed Assignment;

(iii) a certificate duly executed by the secretary or any assistant secretary of the Buyer, dated as of the Closing, attaching and certifying on behalf of the Buyer (A) the Organizational Documents of the Buyer and (B) the resolutions of the board of directors (or other appropriate governing body) of the Buyer authorizing the execution, delivery and performance by the Buyer of the Transaction Documents to which it is a party and the transactions contemplated thereby;

(iv) a duly executed counterpart of the Transition Services Agreement; and

(v) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required or requested by the Seller to consummate the transactions contemplated hereby.

(b) At the Closing, the Seller will deliver, or cause to be delivered, to the Buyer:

(i) a duly executed Assignment;

(ii) the officer's certificates contemplated by Section 7.2(d) ;

(iii) a certificate duly executed by the secretary or any assistant secretary of the Seller, dated as of the Closing, attaching and certifying on behalf of the Seller (A) the Organizational Documents of the Seller and (B) the resolutions of the board of directors of the Seller authorizing the execution, delivery and performance by the Seller of the Transaction Documents to which it is a party and the transactions contemplated thereby;

(iv) a properly completed certificate described in Treasury Regulations Section 1.1445-2 dated on or before the Closing Date stating that the Seller (or Seller's regarded parent if Seller is a disregarded entity) is not a foreign person;

(v) resignation letters from the individuals listed on Section 2.6(b)(v) of the Seller Disclosure Letter;

(vi) a good standing certificate (or its equivalent) for each Company from the Secretary of State or similar Governmental Authority of the jurisdiction of formation or organization of such Company, in each case dated as of a date within five Business Days before the Closing Date;

(vii) copies of the third party consents and approvals identified in Section 3.3(c) and Section 4.3(c) of the Seller Disclosure Letter;

(viii) the Inventory Reconciliations;

(ix) a duly executed counterpart of the Transition Services Agreement; and

(x) such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required or requested by the Buyer to consummate the transactions contemplated hereby.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as set forth in the corresponding Section of the letter delivered by the Seller to the Buyer concurrently with the execution and delivery of this Agreement (the " Seller Disclosure Letter "), the Seller hereby represents and warrants to the Buyer as follows:

Section 3.1 *Organization* . Each of the Seller and the Seller Parent is a limited partnership that is duly organized, validly existing and in good standing under the Laws of the State of Delaware.

Section 3.2 *Authorization; Enforceability* .

(a) Each of the Seller and the Seller Parent has the requisite limited partnership power and authority to enter into and deliver each Transaction Document to which it is a party, and to carry out the transactions contemplated by each Transaction Document. The execution and delivery by the Seller and the Seller Parent of the Transaction Documents to which it is a party, the performance by the Seller and the Seller Parent of its respective obligations under each Transaction Document to which it is a party in accordance with their respective terms and the consummation of the transactions contemplated by the Transaction Documents have been duly and validly authorized by all requisite limited partnership action of the Seller and the Seller Parent and no other limited partnership or other organizational proceedings on the part of the Seller or the Seller Parent are necessary to authorize the Transaction Documents to which the Seller or the Seller Parent is or will be party.

(b) This Agreement has been, and each of the other Transaction Documents to which the Seller or the Seller Parent is or will be a party are, or when executed and delivered by the parties thereto will be, duly executed and delivered by the Seller or the Seller Parent, as applicable, and, assuming the due authorization, execution and delivery of this Agreement and such other Transaction Documents by the other parties hereto and thereto, constitutes, or upon execution will constitute, the Seller's or the Seller Parent's, as applicable, legal, valid and

binding obligation, enforceable against it in accordance with its terms, except as that enforceability may be (i) limited by any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and (ii) subject to general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law).

Section 3.3 *No Conflicts; Consents and Approvals* . The execution and delivery of this Agreement, the performance by the Seller or the Seller Parent, as applicable, of its respective obligations under the Transaction Documents to which it is a party in accordance with their terms and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(a) violate, breach or constitute a default under the Organizational Documents of the Seller or the Seller Parent or any material contract to which the Seller or the Seller Parent is a party;

(b) violate any Law applicable to the Seller or the Seller Parent; and

(c) except pursuant to the agreements governing Indebtedness of the Seller or its Affiliates identified in Section 3.3(c) of the Seller Disclosure Letter (which consents and approvals shall be obtained by Seller prior to the Closing), require any consent or approval of any third party under any material agreement to which the Seller or the Seller Parent is bound or of any Governmental Authority under any Law applicable to the Seller, the Seller Parent or the Companies.

Section 3.4 *Litigation* . There is no Proceeding pending and publicly filed, or to the knowledge of the Seller, threatened in writing, to which the Seller or the Seller Parent is or may become a party that seeks to prevent, enjoin, alter or delay the transactions contemplated by the Transaction Documents.

Section 3.5 *Ownership of the Interest s* . The Seller holds of record, owns beneficially, and has good, valid and marketable title to the Interests, free and clear of all Liens (other than Liens in effect on or prior to the Closing Date that will be released upon payment of the Purchase Price and restrictions on transfer that may be imposed by state or federal securities Laws).

Section 3.6 *Brokers* . Except for fees that will paid at or prior to the Closing, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Seller or any of its Affiliates.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES RELATED TO THE COMPANIES AND THEIR SUBSIDIARIES

Except as set forth in the correspondingly numbered Section of the Seller Disclosure Letter, the Seller represents and warrants to the Buyer as follows, with respect to the Companies:

Section 4.1 *Organization.* Section 4.1 of the Seller Disclosure Letter sets forth the Organization Jurisdiction of each Company, each of which is duly organized, validly existing and in good standing under the Laws of its Organization Jurisdiction, and has all requisite corporate or other entity power and authority under those Laws and their respective Organizational Documents to own, lease or otherwise hold its respective properties and assets and to carry on its business as it has been and is conducted as of the date hereof. Each of the Companies is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the business it is conducting, or the operation, ownership or leasing of its properties, makes such qualification or licensing necessary. The Seller has made available to the Buyer complete and correct copies of the Organizational Documents of each Company, each as amended to date.

Section 4.2 *Authorization; Enforceability* .

(a) Each Company has the requisite limited liability company or other entity power and authority to enter into and deliver each Transaction Document to which it is a party, and to carry out the transactions contemplated by the Transaction Documents. The execution and delivery by each Company of the Transaction Documents to which it is a party, the performance by such Company of its obligations under each Transaction Document to which such Company is a party in accordance with their respective terms and the consummation of the transactions contemplated by the Transaction Documents have been duly and validly authorized by all requisite limited liability company or other entity action by each Company, as applicable, and no other limited liability company or other entity or other organizational proceedings on the part of a Company are necessary to authorize the Transaction Documents to which such Company is or will be a party.

(b) Each of the Transaction Documents to which a Company will be a party, when executed and delivered by the parties thereto, will be duly executed and delivered by such Company and, assuming the due authorization, execution and delivery of such Transaction Documents by the other parties thereto, upon execution will constitute such Company's legal, valid and binding obligation, enforceable against it in accordance with its terms, except as that enforceability may be (i) limited by any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and (ii) subject to general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law).

Section 4.3 *No Conflicts; Consents and Approvals* . The execution and delivery of the Transaction Documents, and the consummation of the transactions contemplated thereby, do not and will not:

(a) violate, breach or constitute a default under the Organizational Documents of a Company or any Material Agreement;

(b) violate any Law applicable to a Company; and

(c) require any consent or approval of any third party under any Material Agreement or of any Governmental Authority under any Law applicable to a Company.

Section 4.4 *Equity Interests.* The Seller is the record and beneficial owner of the Interests and AMID Refined Products is the record and beneficial owner of 100% of the membership interests of each of AMID Caddo and AMID NLR. All of such issued and outstanding Capital Stock of each Company is duly authorized and validly issued and is fully paid and non-assessable. There are no outstanding (a) securities of a Company convertible into or exchangeable for membership interests or voting securities of such Company, (b) options or other rights to acquire from a Company, or other obligation of a Company to issue, any membership interests, voting securities or securities convertible into or exchangeable for membership interests or voting securities of such Company and (c) obligations of a Company to repurchase, redeem or otherwise acquire any securities of such Company. The Interests were issued in compliance with applicable Laws and were not issued in violation of the Organizational Documents of the applicable Company or any other agreement, arrangement or commitment to which Seller or the applicable Company is a party and are not subject to or in violation of any preemptive or similar rights of any Person. Other than the Organizational Documents, there are no voting trusts, proxies or other agreements or understandings in effect with respect to the voting or transfer of any of the Interests.

Section 4.5 *No Subsidiarie s* . Except as set forth in Section 4.5 of the Seller Disclosure Letter, none of the Companies owns, directly or indirectly, any Capital Stock or other ownership interest in any other Entity.

Section 4.6 *Title to Assets; Related Matters* .

(a) Each Company has good and marketable title to, or a valid leasehold interest in, all of their respective tangible personal property and assets related to the Acquired Business, free and clear of all Liens other than Permitted Liens.

(b) All equipment and other items of tangible personal property and assets of each Company are in good operating condition and capable of being used for their intended purposes (ordinary wear and tear excepted) and are usable in the Ordinary Course of Business.

(c) The tangible personal property currently owned or leased by the Companies, together with all other properties and assets of the Companies, are sufficient for the continued conduct of the Acquired Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property or assets necessary to the conduct of the Acquired Business as currently conducted.

Section 4.7 *Real Propert y* .

(a) Section 4.7(a) of the Seller Disclosure Letter contains, as of the date of this Agreement, a complete list of all real property owned by or leased by a Company and used in connection with the Acquired Business (the " Real Propert y "), indicating whether the property is owned or leased.

(b) Each of the Companies (i) has good, valid and marketable title to the owned Real Property set forth on Section 4.7(a) of the Seller Disclosure Letter, including facilities, structures and other improvements thereon purported to be owned by it, in each case free and clear of Liens other than Permitted Liens, (ii) has a good and valid leasehold interest in

the leased Real Property set forth on Section 4.7(a) of the Seller Disclosure Letter, including facilities, structures and other improvements thereon leased to it pursuant to the leases identified in Section 4.7(a) of the Seller Disclosure Letter, in each case free and clear of Liens other than Permitted Liens and (iii) is the holder and enjoys the benefit of the easements and similar rights in the Real Property that such Company purports to hold or to which such Company purports to have any rights, and the rights of such Company with respect to each such easement or similar right are in full force and effect. The Seller has made available to the Buyer complete and correct copies of the deeds, leases, and other instruments (as recorded) by which the applicable Company acquired the Real Property, and copies of all title insurance policies, title opinions and abstracts and surveys, in each case that are in the possession of the Seller or the Companies and that relate to the Real Property, and of all Real Property leases applicable to the Companies, including those set forth in Section 4.7(a) of the Seller Disclosure Letter. The use and operation of the Real Property in the conduct of the Acquired Business do not violate in any material respect any Law, covenant, condition, restriction, easement, license, permit or agreement.

(c) With respect to the owned Real Property, (i) there are no unexpired option to purchase agreements, rights of first refusal or first offer or any other rights to purchase or otherwise acquire any Real Property or any portion thereof, and (ii) there are no other outstanding rights or agreements to enter into any contract for sale, ground lease or letter of intent to sell or ground lease any Real Property or any portion thereof.

(d) Except as set forth on Schedule 4.7(b) of the Seller Disclosure Letter, no Company has (i) leased, subleased or licensed any of its respective interests in any Real Property or (ii) any outstanding or contingent payment obligations under any brokerage agreement or similar arrangement with respect to any Real Property.

(e) Subject to the Permitted Liens, each Company presently enjoys peaceful and undisturbed possession of its respective Real Property sufficient for the continued conduct of the business of such Company as presently conducted. Without limiting the foregoing, there are no pending or, to the knowledge of the Seller, threatened eminent domain, condemnation, rezoning or other similar proceedings against any Company or with respect to any Real Property nor has any eminent domain or condemnation occurred with respect to any Real Property.

(f) To the knowledge of the Seller, no Company has received any written notice alleging that such Company is in violation of any covenant, condition, restriction, easement, or governmental order to which any of such Company's Real Property is bound or subject (other than matters that have been resolved), and there are no pending or, to the knowledge of the Seller, threatened proceedings with respect thereto. Subject to Permitted Liens, from the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, the Seller has all material agreements, easements or other rights that are required or necessary to permit the continued operation of the buildings and improvements on the Real Property in a manner consistent with their present use or that are required or necessary to permit the continued operation of all utilities, parking areas, driveways, roads and other means of egress and ingress to and from the Real Property in a manner consistent with their present use.

(g) There are no material tax abatements or exemptions specifically affecting any Real Property. Each Company has not received written or, to the knowledge of the Seller, oral notice of any special, general or other assessments or any proposed increase in the assessed valuation against such Company or affecting any Real Property.

Section 4.8 *Litigation* .

(a) There is no Proceeding pending and publicly filed, or to the knowledge of the Seller, threatened in writing, against a Company or pertaining to the Acquired Business that would be reasonably expected to result in a material liability to any Company.

(b) Notwithstanding the foregoing, no representation or warranty in this Section 4.8 is made with respect to (i) employee and employee benefit matters, which are covered exclusively by the provisions set forth in Section 4.13 and Section 4.14 , (ii) environmental matters, which are covered exclusively by the provisions set forth in Section 4.16 , (iii) matters relating to Taxes, which are covered exclusively by the provisions set forth in Section 4.17 , or (iv) intellectual property matters, which are covered exclusively by the provisions set forth in Section 4.18 .

Section 4.9 *Absence of Certain Changes* . Since the Balance Sheet Date, (a) the Companies have conducted the Acquired Business in the Ordinary Course of Business and (b) no event, development or occurrence has occurred that has had, or would be reasonably be expected to have, a Seller Material Adverse Effect.

Section 4.10 *Compliance with La w* .

(a) From the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, the Acquired Business is, and has been conducted, in compliance with all applicable Laws in all material respects.

(b) Without limiting the generality of Section 4.10(a) , neither the Seller nor any of its directors, officers, employees, contractors, consultants, or to the knowledge of the Seller, any of its agents, representatives, distributors, manufacturers or any other Person acting on behalf of the Seller, directly or indirectly, has, with respect to the Acquired Business, (i) used any funds for unlawful contributions, gifts, entertainment or other unlawful payments relating to any political activity; or (ii) made any unlawful payment (in cash or other property or services) to any Governmental Authority, any employee of a Governmental Authority or to any foreign or domestic political party or campaign or violated in any respect any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, the anti-corruption laws of any other jurisdiction in which Companies operate the Acquired Business or conduct activities directly or indirectly related to the Acquired Business, or the OECD Convention on Combating Bribery of Foreign Public Officials in Business Transactions.

(c) The Seller is, and has been, in compliance with all applicable Laws relating to economic sanctions and trade embargoes. Without limiting the foregoing, the Seller does not have, directly or indirectly, a business or financial relationship with or delivered any products or services to any geographic regions or governments targeted by the sanctions programs administered by the U.S. Office of Foreign Asset Controls (“ OFAC ”) or to any Person, private or public, appearing on OFAC’s list of Specially Designated Nationals and Blocked Persons.

(d) The Seller is in material compliance with all applicable Laws relating to export controls.

Notwithstanding the foregoing, no representation or warranty in this Section 4.10 is made with respect to (a) employee and employee benefit matters, which are covered exclusively by the provisions set forth in Section 4.13 and Section 4.14 , (b) environmental matters, which are covered exclusively by the provisions set forth in Section 4.16 , (c) matters relating to Taxes, which are covered exclusively by the provisions set forth in Section 4.17 , or (d) intellectual property matters, which are covered exclusively by the provisions set forth in Section 4.18 .

Section 4.11 *Permit s* . As of the date of this Agreement, each of the Companies holds all material Permits required or necessary to conduct the Acquired Business as currently conducted by such Company, which such material Permits are set forth in Section 4.11 of the Seller Disclosure Letter, and, to the knowledge of the Seller, no event has occurred that, with or without notice or the lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit; *provided, however,* that no representation or warranty in this Section 4.11 is made with respect to Permits issued pursuant to Environmental Laws, which are covered exclusively in Section 4.16 .

Section 4.12 *Material Agreement s* .

(a) Section 4.12(a) of the Seller Disclosure Letter lists the following contracts or agreements related to a Company or the Acquired Business and to which a Company is a party as of the date of this Agreement (each such contract or agreement, a " Material Agreemen t "):

(i) terminaling agreements, throughput agreements, transportation agreements, supply agreements, connection agreements, reimbursement agreements, access agreements, storage agreements and other services agreements related to the Acquired Business (including agreements with Governmental Authorities for receipt or delivery of goods or services), in each case that involve consideration in excess of $100,000 during any calendar year or $250,000 in the aggregate;

(ii) relating to any equipment leases obligating such Company or its Subsidiaries to pay an amount in excess of $100,000 during any calendar year or $250,000 in the aggregate;

(iii) that restricts (or purports to restrict) the ability of such Company or any of its Subsidiaries from engaging in business in any geographic area or competing with any Person, in each case in a manner that is or would be adverse to either of the Companies and their respective Subsidiaries;

(iv) relating to the acquisition or disposition of any business (whether by merger, sale of stock, sale of assets or otherwise) or to any partnership or joint venture, for which the consideration or commitments thereto exceed $250,000;

(v) relating to Indebtedness of the Companies;

(vi) for the sale of any asset or the grant of any preferential rights to purchase any asset for an amount in excess of $250,000, in each case other than inventory sales or otherwise entered into in the Ordinary Course of Business;

(vii) relating to the Real Property obligating such Company or its Subsidiaries to pay an amount in excess of $100,000 during any calendar year or $250,000 in the aggregate or lease of Real Property set forth in Section 4.7(a) of the Seller Disclosure Schedule;

(viii) between or among either Company, on the one hand, and Seller or any Affiliate of Seller (other than a Company), on the other hand;

(ix) between either Company, on the one hand, and any Governmental Authority, on the other hand;

(x) that is not a written contract or agreement of the type described in subsections (i) through (ix) above and that obligates a Company or a Subsidiary to (A) indemnify any Person for an amount in excess of $100,000 during any calendar year or $250,000 in the aggregate, (B) assume any Tax or environmental liability of any Person in an amount in excess of $100,000 during any calendar year or $250,000 in the aggregate or (C) assume a material liability of any Person (other than a liability described in clause (A) or (B); and

(xi) relating to any outstanding written commitment to enter into any written contract or agreement of the type described in subsections (i) through (x) above.

(b) Each Material Agreement is valid and binding on the Company party thereto in accordance with its terms and is in full force and effect as of the date of this Agreement and all parties thereto have, to the knowledge of the Seller, performed all obligations required to be performed by them as of the date of this Agreement and there is no default or dispute thereunder, nor has any event occurred which, with notice or lapse of time or both, would constitute a default by a Company under any such Material Agreement, result in a termination thereof or would cause or permit the acceleration or other changes of any right or obligation or the loss of any benefit thereunder.

(c) Except as set forth on Section 4.12(c) of the Seller Disclosure Letter, the Seller has provided true correct and complete copies of each Material Agreement (including all modifications, amendments, and supplements thereto and waivers thereunder) to the Buyer. There are no oral contracts or agreements related to a Company or the Acquired Business or to which a Company is a party that would constitute Material Agreements as defined in Section 4.12(a).

(d) Since the Balance Sheet Date, no customer or supplier that is a party to a Material Agreement: (i) has terminated its relationship with any Company, (ii) has materially changed the pricing or other terms of its business with any Company or (iii) has notified any Company or its Representatives that it intends to terminate or materially change the pricing or other terms of its business with any Company. To the knowledge of the Seller, no such customer or supplier intends to take any of the actions described in the foregoing sentence as a result of the consummation of the transactions contemplated by this Agreement.

Section 4.13 *Employee Matters.*

(a) None of the Companies have any employees or directors. The officers of the Companies are set forth on Section 2.6(b)(v) of the Seller Disclosure Letter.

(b) Section 4.13(b) of the Seller Disclosure Letter lists the name, job title, hourly rate or annual base salary (as applicable), hire date, and accrued but unused vacation days (as of the date shown in Section 4.13(b) of the Seller Disclosure Letter) of each Seller Dedicated Employee.

(c) Section 4.13(c) of the Seller Disclosure Letter contains a complete list, as of the date of this Agreement, of each material Employee Plan and each Employment Agreement.

(d) With respect to each Employee Plan, the Seller has made available to the Buyer (i) copies of either the applicable Employee Plan document or a written summary relating to such Employee Plan; and (ii) in the case of any Employee Plan that is intended to be qualified under Section 401(a) of the Code, a copy of the most recent determination, opinion or advisory letter from the Internal Revenue Service and any legal opinions issued thereafter with respect to such Employee Plan's continued qualification.

(e) With respect to each Employee Plan that is intended to qualify under Section 401(a) of the Code, from the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, such plan has received a favorable determination or opinion letter from the Internal Revenue Service with respect to its qualification and, to the knowledge of the Seller, no fact or event has occurred since the date of such letter that could reasonably be expected to adversely affect such qualification. With respect to each Employee Plan, except as would not reasonably be expected to result in a material liability to any Company or the Buyer, from the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, (i) each such plan has been administered in compliance with its terms and the requirements of ERISA and the Code; (ii) each Company has performed all obligations required to be performed by it under any Employee Plan and is not in default under or in violation of any Employee Plan; (iii) no disputes, government audits, examinations or, to the knowledge of the Seller, investigations are pending or, to the knowledge of the Seller, threatened in writing with respect to any Employee Plan other than ordinary claims for benefits; (iv) none of the Employee Plans is a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA) or a single employer plan (within the meaning of Section 4001(a)(15) of ERISA) for which a Company or any of its Subsidiaries would reasonably be expected to incur any liability under ERISA; and (iv) no events have occurred that would reasonably be expected to result in a payment by or assessment against a Company or its Subsidiaries of any excise Taxes under the Code. In addition, none of the Companies or any of their ERISA Affiliates has within the six-year period immediately preceding the date of this Agreement, contributed to or

had an obligation to contribute to a multiemployer plan (within the meaning of Section 3(37) or 4001(a)(3) of ERISA) or a single employer plan (within the meaning of Section 4001(a)(15) of ERISA) with respect to the Seller Dedicated Employees, and none of the Companies or any of their ERISA Affiliates has incurred any withdrawal liability under Title IV of ERISA which remains unsatisfied. For purposes of this Agreement, " ERISA Affiliate " means any trade or business, whether or not incorporated, which together with the Companies and their Subsidiaries would be deemed a single employer within the meaning of Section 414(b), (c) or (m) of the Code or Section 4001(b)(1) of ERISA.

(f) No Employee Plan is subject to Section 409A of the Code.

Section 4.14 *Seller Dedicated Employee s* .

(a) In relation to any of the Seller Dedicated Employees, from the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, none of the Companies or the Seller are or have been subject to any agreement with any labor union or employee association and, to the knowledge of the Seller, there is no current attempt to organize, certify or establish any labor union or employee association.

(b) In relation to any of the Seller Dedicated Employees and as of the date of this Agreement, neither the execution or delivery of this Agreement or any Transaction Document nor the consummation of the transactions contemplated hereby or thereby will (i) result in any payment becoming due to any Seller Dedicated Employee, (ii) increase any benefit otherwise payable under an Employee Plan, (iii) result in the acceleration of the time of payment or vesting of any compensation or benefits under an Employee Plan or (iv) result in any parachute payment, as define in Section 280G of the Code, to any Seller Dedicated Employee.

Section 4.15 *Financial Statement s* . Section 4.15 of the Seller Disclosure Letter contains the unaudited consolidated balance sheets of the Companies and their Subsidiaries as of December 31, 2016 and 2017 and the unaudited consolidated statements of operations and comprehensive income (loss), statements of cash flows and statements of stockholders' equity of the Companies and their Subsidiaries for the years ended December 31, 2016 and 2017 (collectively, the " Financial Statement s "). Except as disclosed in such Financial Statements, each of such consolidated balance sheets fairly presents in all material respects the financial position of the Companies and their Subsidiaries as of the date thereof, and each of such consolidated statements of operations and comprehensive income (loss), statements of cash flows and statements of stockholders' equity fairly presents in all material respects the consolidated results of operations, income (loss), cash flows and stockholders' equity of the Companies and their Subsidiaries for the period indicated, in each case in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto). The date of the latest balance sheet included in the Financial Statements (the " Balance Shee t ") is referred to herein as the " Balance Sheet Dat e ." The accounts receivable reflected in the Financial Statements and the accounts receivable arising after the Balance Sheet Date (a) have arisen from bona fide transactions entered into by each Company involving the sale of goods or the rendering of services in the ordinary course of business consistent with past practice; (b) constitute only valid, undisputed claims of each Company not subject to claims of set-off or other defenses or

counterclaims other than normal cash discounts accrued in the ordinary course of business consistent with past practice; and (c) subject to a reserve for bad debts shown in the Financial Statements or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of each Company, are collectible in full within 90 days after billing. The reserve for bad debts shown in the Financial Statements has been determined in accordance with GAAP or, with respect to accounts receivable arising after the Balance Sheet Date, on the accounting records of each Company have been determined in accordance with GAAP, consistently applied.

Section 4.16 *Environmental Matters* . Except for such matters as have been fully resolved:

(a) from the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, the operations of the Acquired Business are and have been in compliance with all applicable Environmental Laws in all material respects in the respective jurisdictions in which they operate;

(b) from the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, the Companies have obtained and are and have been in compliance with all permits, licenses and other authorizations required for the operation of the Acquired Business under applicable Environmental Laws (" Environmental Permits "), and all such Environmental Permits are valid and in good standing;

(c) from the JP Energy Acquisition Date to the date of this Agreement, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, the Companies are not subject to any outstanding orders, suits, written demands, claims, liens or judicial or administrative proceedings by any Governmental Authority with respect to (i) any violation of Environmental Laws, (ii) Remedial Actions or (iii) any Release or threatened Release of, or exposure to, a Hazardous Substance (" Environmental Claim s ") and, to the knowledge of the Seller, no such Environmental Claims are threatened in writing;

(d) from the JP Energy Acquisition Date to the date of this Agreement, and, to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, there has been no Release or, to the knowledge of the Seller, threatened Release of Hazardous Substances at any property owned, operated or leased by any of the Companies, in a quantity or under conditions that would result in liability of the Acquired Business under applicable Environmental Laws; and

(e) the Seller has provided or otherwise made available to the Buyer and listed in Section 4.16(e) of the Seller Disclosure Letter: (i) any and all environmental reports, studies, audits, groundwater testing sampling data and results, site assessments, risk assessments and other similar documents with respect to the Acquired Business or assets of the Companies or any currently or formerly owned, operated or leased real property which are in the possession or control of the Seller or the Companies related to compliance with Environmental Laws, Environmental Claims the Release of Hazardous Materials or any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged

non-compliance with any Environmental Law or any term or condition of any Environmental Permit; and (ii) any and all material documents concerning planned or anticipated capital expenditures required to reduce, offset, limit or otherwise control pollution and/or emissions, manage waste or otherwise ensure compliance with current or future Environmental Laws (including, costs of remediation, pollution control equipment and operational changes).

(f) For purposes of this Agreement:

(i) " Environmen t " means (A) land, including surface land, sub-surface strata, sea bed and river bed under water (as defined in clause (B)); (B) water, including coastal and inland water, surface waters, and ground waters; and (C) ambient air;

(ii) " Environmental La w " means any Law, to the extent applicable to the Person or properties in the context of which the term is used, regulating or prohibiting Releases of Hazardous Substances into the Environment, or pertaining to the protection of natural resources, endangered or threatened species, the Environment or, to the extent relating to exposure to Hazardous Substances, human health or safety, as such laws have been and may be amended or supplemented through the date of this Agreement. The term " Environmental La w " includes the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.;

(iii) " Hazardous Substanc e " means (A) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is defined or regulated as hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under any Environmental Law, (B) any radioactive materials, asbestos, and polychlorinated biphenyls, or (C) petroleum and petroleum derivatives;

(iv) " Releas e " means any release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the Environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture); and

(v) " Remedial Action " means all actions required by Environmental Law to (A) clean up, remove, treat, or in any other way address any Hazardous Substances in the Environment; (B) prevent the Release or threat of Release, or minimize the further Release, of any Hazardous Substance so it does not endanger or threaten to endanger human health or the Environment; or (C) perform pre-remedial studies and investigations or post-remedial monitoring and care pertaining or relating to a Release of Hazardous Substances.

(g) Notwithstanding anything to the contrary in this Agreement, the representations and warranties set forth in this Section 4.16 are the Seller's sole and exclusive representations and warranties regarding environmental, health and safety matters, including Hazardous Substances and Releases.

Section 4.17 *Taxe s* .

(a) All Tax Returns that are required to be filed on or before the date hereof for, by, on behalf of or with respect to each of the Companies have been timely filed in accordance with applicable Law (taking into account any applicable extension of time to file) with the appropriate Taxing Authority on or before the date hereof. All such Tax Returns and the information and data contained therein have been properly and accurately compiled and completed under applicable Laws and properly reflect, under applicable Laws, all liabilities for Taxes for the periods covered by such Tax Returns. All Taxes due and owing under applicable Laws by each of the Companies (whether or not shown to be due and payable on any Tax Return) have been paid in full.

(b) None of the Companies is under audit or examination by any Taxing Authority, or subject to any Proceeding, with respect to any Tax, no written notice of such an audit or examination has been received by any of the Companies, there are no matters under discussion with any Taxing Authority with respect to Taxes, no claims or assessments for or relating to Taxes have been made against any of the Companies, and, to the knowledge of the Seller, no audits, investigations or claims or assessments for or relating to Taxes are threatened against any of the Companies.

(c) Each of the Companies has withheld or collected and paid over to the appropriate Taxing Authority all Taxes required by applicable Law to be withheld or collected, including withholding of Taxes pursuant to Sections 1441 through 1464, 3401 through 3406, 6041 and 6049 of the Code and similar provisions under any state, local or foreign Law, and each of the Companies has properly received and maintained any and all certificates, forms and other documents required by applicable Law for any exemption from withholding and/or remitting any Taxes.

(d) None of the Companies has agreed to any extension or waiver of the statute of limitations applicable to any Tax, or agreed to any extension of time with respect to a Tax assessment or deficiency, which period (after giving effect to such extension or waiver) has not yet expired.

(e) Except for Liens for Taxes not yet due and payable, there are no Liens for unpaid Taxes on the assets of any of the Companies and no claim for unpaid Taxes has been made by any Taxing Authority that could give rise to any such Lien.

(f) None of the Companies (i) is, or ever has been, a member of an "affiliated group" of corporations within the meaning of Section 1504 of the Code or (ii) has any liability for Taxes of any Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign Law), or as a transferee or successor, by contract or otherwise.

(g) The aggregate liability of the Companies for unpaid Taxes for all periods ending on or before the Balance Sheet Date does not exceed the amount of the current liability accrual for Taxes (excluding reserves for deferred Taxes established to reflect timing differences between book and Tax income) reflected on the Balance Sheet. Since the Balance Sheet Date, none of the Companies has incurred Taxes other than Taxes incurred in the Ordinary Course of Business.

(h) None of the Companies is a party to, bound by nor has any obligation under any Tax allocation agreement, Tax sharing agreement, Tax indemnity obligation or similar written or unwritten agreement, arrangement, understanding or practice with respect to Taxes, including any advance pricing agreement, closing agreement, compromise, ruling or other agreement with any Taxing Authority that relates to the assessment or collection of Taxes.

(i) Each of the Companies is, and at all times since its formation or organization and prior to and at the Closing has been and will be, disregarded as an entity separate from the Seller for U.S. federal income Tax purposes under Treasury Regulations §§ 301.7701-2 and 301.7701-3 (and state, local, and foreign income Tax purposes where applicable) (a " Disregarded Entity "), and no election has been filed, no action has been taken, and no failure to act has occurred, in each case prior to the Closing, that would result in any of the Companies being classified as an entity that is not a Disregarded Entity for U.S. federal income Tax purposes (and state, local, and foreign income Tax purposes where applicable).

(j) None of the Companies has received notice that any claim has ever been made by any governmental entity in a jurisdiction where any of the Companies does not file Tax Returns that any of the Companies is or may be subject to taxation by that jurisdiction.

Section 4.18 *Intellectual Propert y* . Each Company owns, or has the license or right to use, all Intellectual Property that is material to the business of the Company. Since the JP Energy Acquisition Date, and to the knowledge of the Seller, from January 1, 2015 to the JP Energy Acquisition Date, no Company has received any written claims from a third party that such Company has infringed or misappropriated the Intellectual Property of any other Person. To the knowledge of the Seller, (a) no Person is infringing upon or misappropriating any Intellectual Property owned or used by a Company, and (b) no Company is infringing upon or misappropriating the Intellectual Property of any other Person.

Section 4.19 *No Undisclosed Liabilities* . Except (a) for liabilities and obligations incurred in the Ordinary Course of Business since the Balance Sheet Date, or (b) as otherwise disclosed in the Financial Statements, none of the Companies have any liabilities or obligations in excess of $100,000, individually or in the aggregate for a series of similar or related items, that would be required to be reflected or reserved against in a balance sheet of the Companies prepared in accordance with GAAP.

Section 4.20 *Insurance Policies.* Section 4.20 the Seller Disclosure Letter contains a complete and accurate list of all insurance policies (the " Seller Insurance Policies ") carried as of the date hereof by or for the benefit of each Company and the Acquired Business, specifying the insurer, the amount of and nature of coverage, the risk insured against and the deductible amount (if any). Such Seller Insurance Policies are in full force and effect. As of the date of this Agreement, neither the Seller nor any of its Affiliates (including the Companies) has received any refusal of coverage or any written notice of cancellation of a Seller Insurance Policy or any other indication that a Seller Insurance Policy is no longer in full force and effect or will not be renewable upon its expiration. All premiums due on such Seller Insurance Policies have either been paid or, if due and payable prior to Closing, will be paid prior to Closing in accordance with the payment terms of each Seller Insurance Policy. All such Seller Insurance Policies (a) are valid and binding in accordance with their terms; and (b) have not been subject to any lapse in coverage. There are no material claims related to the Acquired Business or the Companies pending under any such Seller Insurance Policies as to which coverage has been denied or disputed in writing or in respect of which there is an outstanding reservation of rights. To the knowledge of the Seller, none of Seller or any of its Affiliates (including either Company) is in default under, or has otherwise failed to comply with, in any material respect, any provision contained in any such Seller Insurance Policy.

Section 4.21 *Bank Relations* . Section 4.21 of the Seller Disclosure Letter sets forth (a) the name of each financial institution in which a Company has borrowing or investment arrangements, deposit or checking accounts or safe deposit boxes; and (b) the types of such arrangements and accounts, including, as applicable, names in which accounts or boxes are held and the account or box numbers.

Section 4.22 *Brokers* . No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by a Company.

Section 4.23 *Transactions with Affiliate s* . Section 4.23 of the Seller Disclosure Letter sets forth a complete and accurate list of any contract or agreement between (a) a Company, on the one hand, and (b)(i) the Seller or any of its Affiliates (other than a Company), (ii) any officer or director of a Company or (iii) to the extent a Person in (i) or (ii) is a natural person, any Person who has any direct or indirect relation by blood, marriage or adoption to them, on the other hand, except, in each case, (A) contracts or agreements with respect to compensation received as employees or consultants in the Ordinary Course of Business, or (B) contracts entered into on an arms' length basis and in the Ordinary Course of Business and on terms not materially less favorable in the aggregate to the Companies than would have been available from an unaffiliated third party. Neither the Seller nor any of its Affiliates (other than a Company) (x) owns any material properties, assets or rights that are used by such Company except on terms that are on an arms' length basis; (y) owes any money to, or is owed any money by, a Company (except with respect to compensation or expense reimbursement received as employees, consultants or directors in the Ordinary Course of Business or as a result of commercial transactions on an arms' length basis); or (z) to the knowledge of the Seller, has asserted any claim or cause of action against a Company.

Section 4.24 *Books and Records* . The minute books of the Companies, all of which have been made available to the Buyer, have been maintained in accordance with sound business practices. The minute books of the Companies contain accurate and complete records of all meetings, and actions taken by written consent of, the equityholders thereof. At the Closing, all of such books and records of the Companies will be in the possession of the Companies. The representations made in this Section 4.24 are made only as to the knowledge of the Seller with respect to any books and records related to the period prior to, or actions taken prior to, the JP Energy Acquisition Date.

Section 4.25 *Representations of the Seller Refer to the Companie s, the Acquired Business and the Seller Dedicated Employee s* . Except as expressly set forth herein, all representations and warranties of the Seller herein, including Article III and Article IV , relate only to the Companies, the Acquired Business and the Seller Dedicated Employees and not to any other business, assets or employees of the Seller and their respective Subsidiaries (other than the Companies).

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE BUYER

Except as set forth in the corresponding Section of the letter delivered by the Buyer to the Seller concurrently with the execution and delivery of this Agreement (the " Buyer Disclosure Letter "), the Buyer represents and warrants to the Seller as follows:

Section 5.1 *Organization; Power* . The Buyer is a limited liability company, and each Buyer Parent is a limited partnership, duly organized, validly existing and in good standing under the Laws of Delaware and has all requisite limited liability company or limited partnership, as applicable, power and authority under those Laws and its Organizational Documents to own, lease or otherwise hold its properties and assets and to carry on its business as conducted as of the date hereof. The Buyer has made available to the Seller complete and correct copies of its Organizational Documents, each as amended to date.

Section 5.2 *Authorization; Enforceability* .

(a) The Buyer and each Buyer Parent has the requisite limited liability company or limited partnership, as applicable, power and authority to enter into and deliver each Transaction Document to which it is a party, and to carry out the transactions contemplated by the Transaction Documents. The execution and delivery by the Buyer and each Buyer Parent of the Transaction Documents to which it is a party, the performance by the Buyer and each Buyer Parent of its respective obligations under each Transaction Document to which it is a party in accordance with their respective terms and the consummation of the transactions contemplated by the Transaction Documents have been duly and validly authorized by all requisite limited liability company, limited partnership or other organizational action by the Buyer and each Buyer Parent, and no other limited liability company, limited partnership or other organizational proceedings on the part of the Buyer or either Buyer Parent are necessary to authorize the Transaction Documents to which the Buyer or either Buyer Parent is or will be a party.

(b) This Agreement has been, and each of the other Transaction Documents to which the Buyer or either Buyer Parent is or will be a party are, or when executed and delivered by the parties thereto, will be, duly executed and delivered by the Buyer or the applicable Buyer Parent, and, assuming the due authorization, execution and delivery of this Agreement and such other Transaction Documents by the other parties hereto and thereto, constitutes, or upon execution will constitute, the Buyer's or the applicable Buyer Parent's legal, valid and binding obligation, enforceable against it in accordance with its terms, except as that enforceability may be (i) limited by any applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar Laws affecting the enforcement of creditors' rights generally and (ii) subject to general principles of equity (regardless of whether that enforceability is considered in a proceeding in equity or at law).

Section 5.3 *No Conflicts; Consents and Approvals* . The execution and delivery of this Agreement, the performance by the Buyer and each Buyer Parent, of its obligations under the Transaction Documents to which it is a party in accordance with their terms and the consummation of the transactions contemplated hereby and thereby, do not and will not:

(a) violate, breach or constitute a default under the Organizational Documents of the Buyer or either Buyer Parent or any material contract to which the Buyer or either Buyer Parent is bound;

(b) violate any Law applicable to the Buyer or either Buyer Parent, except for such violations that would not result in a Buyer Material Adverse Effect; and

(c) except pursuant to agreements governing Indebtedness of the Buyer or either Buyer Parent, require any consent or approval of any third party under any material agreement to which the Buyer or either Buyer Parent is bound or of any Governmental Authority under any Law applicable to the Buyer or either Buyer Parent, other than consents or approvals the absence of which would not constitute a Buyer Material Adverse Effect.

Section 5.4 *Litigation* . There is no Proceeding pending and publicly filed or, to the knowledge of the Buyer, threatened in writing to which the Buyer or either Buyer Parent is or may become a party that seeks to prevent, enjoin, alter or materially delay the transactions contemplated by the Transaction Documents.

Section 5.5 *Financial Ability* . As of the date of this Agreement, the Buyer has sufficient funds readily and unconditionally available to the Buyer from the Buyer Parents to enable the Buyer to satisfy all of its payment obligations under this Agreement, including under Article II , and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby.

Section 5.6 *Accredited Investor* . The Buyer is an "accredited investor" (as that term is defined in Rule 501 of Regulation D under the Securities Act of 1933). The Buyer has such knowledge and experience in business and financial matters so that the Buyer is capable of evaluating the merits and risks of an investment in the equity interests being acquired hereunder. The Buyer understands the full nature and risk of an investment in such equity interests. The Buyer further acknowledges that it has had access to the books and records of the Companies, is generally familiar with the Acquired Business and has had an opportunity to ask questions concerning the Companies and their securities.

Section 5.7 *Acquisition of Interests for Investment.* The Buyer is acquiring the Interests for investment and not with a view toward, or for sale in connection with, any distribution thereof, nor with any present intention of distributing or selling such Interests. The Buyer agrees that the Interests may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of without registration under the Securities Act of 1933, and any applicable foreign and state securities laws, except under an exemption from such registration under such Act and such laws.

Section 5.8 *Brokers* . No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by the Buyer or any of its Affiliates.

ARTICLE VI
COVENANTS

Section 6.1 *Records and Access* .

(a) Prior to the Closing but after the date of execution of this Agreement, the Seller shall, and shall cause each Company to, (i) permit the Buyer and its authorized Representatives to (A) have reasonable access, during regular business hours upon reasonable prior notice, to the books, records, personnel, accountants, offices and other facilities and properties of such Company as the Buyer may reasonably request; *provided, however* , that the Buyer shall not undertake any environmental investigation, including any sampling, testing or other intrusive or invasive indoor or outdoor investigation of air, surface water, groundwater, soil or anything else at or in connection with any property associated or affiliated in any way with such Company, without the prior written consent of the Seller, and (B) make such copies and inspections thereof as the Buyer may reasonably request, and (ii) furnish the Buyer with such financial and operating data and other information with respect to such Company as the Buyer may from time to time reasonably request; *provided, however* , that (x) any such access shall be conducted at the Buyer's risk and expense, at a reasonable time, under the supervision of the Seller or the personnel of such Company and in such a manner as not to interfere unreasonably with the operation of the businesses of such Company or their Affiliates and shall not require the Seller or such Company to waive any applicable privilege (including attorney-client privilege) nor to violate any contractual obligation or applicable Law and (y) to protect against allegations of anticompetitive information exchange or conduct during the period prior to the Closing, the Parties shall take commercially reasonable steps, at the direction of counsel, to ensure that materials that are competitively sensitive are disclosed only to consultants or personnel of the Buyer and its Representatives that need to know the information for the transactions contemplated by this Agreement and that have agreed to protocols to safeguard such information from broader disclosure.

(b) From and after the Closing, the Buyer will (i) give the Seller and its authorized Representatives reasonable access, during regular business hours upon reasonable prior notice, to all books, records, personnel, accountants, offices and other facilities and properties of or relating to the Companies and their Subsidiaries as the Seller may reasonably request, (ii) permit the Seller to make such copies and inspections thereof as the Seller may reasonably request, and (iii) furnish the Seller with such financial and operating data and other information with respect to the Companies and their Subsidiaries as the Seller may from time to time reasonably request, in each case (A) to comply with requirements imposed on the Seller or its respective Affiliates by a Governmental Authority (including, for the avoidance of doubt, requirements imposed by a national securities exchange or national securities quotation system) having jurisdiction over the Seller or its respective Affiliates, (B) for use in any Proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, subpoena or other similar requirements or (C) to comply with the obligations of the Seller under the Transaction Documents; *provided, however* , that in the event that the Buyer determines that any such provision of access or information could violate any applicable Law or Material Agreement, or waive any attorney-client privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence. Notwithstanding anything herein to the contrary, except in the Ordinary Course of Business or as disclosed in writing to the Buyer prior to the execution of this Agreement, from and after the date hereof, the Seller shall not undertake any environmental investigation, including any sampling, testing or other intrusive or invasive indoor or outdoor investigation of air, surface water, groundwater, soil or anything else at or in connection with any property associated or affiliated in any way with the Companies, without the prior written consent of the Buyer.

(c) All information provided or obtained under this Section 6.1 shall be held by the Buyer or the Seller, as applicable, in accordance with and subject to the terms of the Confidentiality Agreement, dated as of August 1, 2017, by and between American Midstream Partners, LP and Delek US Holdings, Inc. (the " Confidentiality Agreemen t "), to the extent applicable.

Section 6.2 *Conduct of Business* .

(a) During the period from the date of this Agreement to the Closing, except (i) as expressly contemplated or permitted by this Agreement, (ii) as required by applicable Law or (iii) as the Buyer shall otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), the Seller shall, and shall cause each Company to, (A) conduct the Acquired Business in the Ordinary Course of Business and (B) use its commercially reasonable efforts to maintain the existing relations of each Company and its Subsidiaries with its existing customers, suppliers and creditors.

(b) During the period from the date of this Agreement to the Closing, except (i) as expressly contemplated or permitted by this Agreement, (ii) as required by applicable Law or (iii) as the Buyer shall otherwise consent in writing (such consent not to be unreasonably withheld, conditioned or delayed), the Seller shall not, and shall cause each Company not to, take any of the following actions:

(i) sell, transfer, lease or dispose of any assets material to the Companies and their Subsidiaries, except for (A) sales of surplus equipment or (B) sales, leases or other transfers among the Companies and their Subsidiaries;

(ii) create or permit the creation of any Lien on any assets of the Companies and their Subsidiaries, except Permitted Liens;

(iii) cause or permit any amendments to the Organizational Documents of a Company;

(iv) in the case of a Company only, split, combine or reclassify any of its Capital Stock or issue or authorize the issuance of any other securities in respect of, in lieu of or in substitution for shares of its Capital Stock, or repurchase or otherwise acquire, directly or indirectly, any shares of its Capital Stock;

(v) in the case of a Company only, issue, deliver or sell or authorize or propose the issuance, delivery or sale of, or purchase or propose the purchase of, any shares of Capital Stock or securities convertible into, or subscriptions, rights, warrants or options to acquire shares of Capital Stock, or other contracts of any character obligating it to issue any such shares or other convertible securities;

(vi) in the case of a Company only, make any loans or advances to, or any investments in or capital contributions to, or forgive or discharge in whole or in part any outstanding loans or advances to, any Person (other than a Company or any of its Subsidiaries);

(vii) in the case of a Company only, incur any Indebtedness for borrowed money or guarantee any such Indebtedness or issue or sell any debt securities or guarantee any debt securities of others;

(viii) in the case of a Company only, and except as required by the terms of any Employee Plan or Employment Agreement as of the date hereof, enter into any new, or materially amend any existing, Employee Plan or Employment Agreement;

(ix) in the case of a Company only, enter into, adopt, establish or extend any collective bargaining or other labor agreement with any labor union or employee representative;

(x) in the case of a Company only, settle any Proceeding, other than settlements (x) that do not involve non-monetary relief or (y) that would reasonably be expected to not materially and adversely affect the ability of the Buyer to operate the Companies as conducted as of the date hereof consistent with past practice;

(xi) cause or permit any amendment to or termination of any Material Agreement to which the Company is a party or which relates to the Acquired Business (except for termination of an agreement described in clause (xiv) below);

(xii) enter into any agreement that restricts (or purports to restrict) the ability of either Company or any of its Subsidiaries from engaging in business in any geographic area or competing with any Person, in each case in a manner that is or would be adverse to such Company or its Subsidiaries;

(xiii) enter into any agreement between or among either Company on the one hand and Seller or any Affiliate of Seller (other than a Company) on the other hand;

(xiv) enter into, amend or terminate any Material Agreement;

(xv) fail to comply in all material respects with all applicable Laws;

(xvi) cause or permit any termination or expiration of any Seller Insurance Policy or any amendment of any Seller Insurance Policy that would adversely affect the ability of the Buyer to assert Post-Closing Claims or recover insurance proceeds therefor pursuant to Section 6.17; or

(xvii) agree or commit to take any action described in this Section 6.2(b).

(c) Nothing contained herein shall give to the Buyer, directly or indirectly, the right to control or direct any Company's operations or businesses prior to the Closing, and each Company shall exercise, subject to the terms and conditions hereof, complete control and supervision of its operations and businesses until the Closing.

Section 6.3 *Public Announcement*. Prior to the Closing, except as set forth in this Agreement or otherwise agreed to by the Buyer and the Seller, or as required by applicable Law, neither the Parties nor their Affiliates shall issue any report, statement or press release or otherwise make any public statements with respect to this Agreement or the transactions contemplated by this Agreement, except as in the reasonable judgment of the Party may be required by any applicable Governmental Authority (including the U.S. Securities and Exchange Commission) or needed to obtain the benefits or protection of any applicable Governmental Authority, or as required pursuant to any listing agreement or the rules and regulations of the New York Stock Exchange, in which case the Parties will use their commercially reasonable efforts to reach mutual agreement as to the language of any such report, statement or press release. The Seller and the Buyer agree to keep the terms of this Agreement confidential, except to the extent and to the Persons to whom disclosure is required by applicable Law (including public disclosure pursuant to the rules and regulations of the U.S. Securities and Exchange Commission), as may be required to enforce the terms of this Agreement or for purposes of compliance with financial or other reporting obligations; provided, that the Parties may disclose such terms to their respective employees, accountants, advisors and other Representatives as necessary in connection with the ordinary conduct of their respective businesses.

Section 6.4 *Efforts*.

(a) Upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable under applicable Law to consummate and make effective the transactions contemplated by this Agreement as promptly as practicable, including: (i) the preparation and filing as promptly as practicable of all necessary applications, notices, petitions, registrations, filings, ruling requests, and other documents, and the taking of all steps as may be necessary, to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, rulings, authorizations and clearances necessary or advisable to

be obtained from any Governmental Authority in order to consummate the transactions contemplated by this Agreement, (ii) the obtaining of all other necessary Consents or waivers from third parties, *provided* that, other than payments required to be made pursuant to Section 6.4(b)(i), none of the Seller, any Company or its Subsidiaries, or the Buyer shall be obligated to make any payment in connection with seeking such Consents or waivers or shall have any liability for failure to obtain any such Consents or waivers, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions contemplated by this Agreement, and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by this Agreement.

(b) Subject to the other terms and conditions herein provided and without limiting the foregoing, the Seller shall cause its Subsidiaries and Seller Parent to, and the Buyer shall cause each Buyer Parent to:

(i) use their commercially reasonable efforts to cooperate with one another in (A) determining whether filings are required (or considered by the Parties to be advisable) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and the rules and regulations thereunder (" HSR Act "), and (B) to make their respective filings under the HSR Act within 10 business days after execution of this Agreement;

(ii) promptly notify each other of any communication concerning this Agreement and the transactions contemplated hereunder from any Governmental Authority and consult with and permit the other Party to review in advance any proposed communication concerning this Agreement and the transactions contemplated hereunder to any Governmental Authority;

(iii) not agree to participate in any meeting or substantive discussion (including any discussion relating to the antitrust merits, any potential remedies, commitments or undertakings, the timing of any waivers, consents, approvals, permits, orders or authorizations, and any agreement regarding the timing of consummation of the transactions contemplated by this Agreement) with any Governmental Authority relating to any filings or investigation concerning this Agreement or the transactions contemplated hereunder unless it consults with the other Party and its Representatives in advance and invites the other Party's Representatives to attend unless the Governmental Authority prohibits such attendance;

(iv) promptly furnish the other Party, subject in appropriate cases to appropriate confidentiality agreements to limit disclosure to outside lawyers and consultants, with draft copies prior to submission to a Governmental Authority, with reasonable time and opportunity to comment, of all correspondence, filings and communications (and memoranda setting forth the substance thereof) that they, their Subsidiaries or their respective Representatives intend to submit to any Governmental Authority, it being understood that correspondence, filings and communications received from any Governmental Authority shall be immediately provided to the other Party upon receipt;

(v) promptly furnish the other Party, subject in appropriate cases to appropriate confidentiality agreements to limit disclosure to outside lawyers and consultants, with such necessary information and reasonable assistance as such other Party and its Subsidiaries may reasonably request in connection with their preparation of necessary filings, registrations or submissions of information to any Governmental Authority, including any filings necessary or appropriate under the provisions of the HSR Act; and

(vi) deliver to the other Party's outside counsel complete copies of all documents furnished to any Governmental Authority as part of any filing.

(c) The Buyer shall use commercially reasonable efforts to eliminate any concern on the part of any Governmental Authority regarding the legality of the transactions contemplated by this Agreement under the HSR Act; *provided, however* , that in no event shall Buyer be obligated to take any action to sell or dispose of any particular businesses, product lines, assets or voting securities, or take any other similar actions to secure antitrust clearance from such Governmental Authority.

(d) In addition to the foregoing, the Buyer agrees to provide such assurances as to financial capability, resources and creditworthiness as may be reasonably requested by any third party whose consent or approval is sought under this Agreement.

(e) Whether or not the Acquisition is consummated, each Party shall be responsible for all filing fees and payments imposed on such Party by any Governmental Authority in order to obtain any consents, approvals or waivers pursuant to this Section 6.4 .

Section 6.5 *Amendment of Seller Disclosure Letter* . The Buyer agrees that, with respect to covenants, representations and warranties of the Seller contained in this Agreement, the Seller shall have the continuing right (but not the obligation) until the Closing to add, supplement or amend the Seller Disclosure Letter to its covenants, representations and warranties with respect to any matter that, to the knowledge of the Seller, arises after the date hereof which, if existing at the date hereof or thereafter, would have been required to be set forth or described in such Seller Disclosure Letter (*provided, however,* that the Seller shall be obligated to so amend the Seller Disclosure Letter to reflect matters disclosed in any Phase I environmental report with respect to the Acquired Business or assets of the Companies delivered prior to the Closing). Any such additional, supplemental or amended disclosure shall not be deemed to have cured any breach of any covenant, representation or warranty for purposes of this Agreement, including the termination rights contained in Section 8.1(d) or determining whether the conditions set forth in Section 7.2(a) have been satisfied; *provided, however* , that if such additional, supplemental or amended disclosures would give rise to a right of the Buyer to terminate this Agreement pursuant to Section 8.1(d) , assuming all other conditions set forth in Section 7.1 and Section 7.2 had been satisfied, then (a) the Buyer shall have the right to terminate this Agreement within 10 days of its receipt of such additional, supplemental or amended disclosure and (b) if the Buyer does not so elect to terminate this Agreement, then the Buyer shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matters.

Section 6.6 *Tax Matters.*

(a) Preparation and Filing Tax Returns and Paying Taxe s . The Seller shall be responsible for the preparation and filing of all Pre-Closing Period Tax Returns required to be filed by or with respect to each of the Companies (whether due before or after the Closing Date) and shall timely pay in full the amount of Taxes due with respect to such Pre-Closing Period Tax Returns, and the Seller shall prepare each of such Pre-Closing Period Tax Returns in a manner that is consistent with past practice; *provided, however* , that if any such Tax Return is filed after the Closing and the Seller is not authorized to execute and file such Tax Return by applicable Law, the Buyer shall execute and file (or cause to be filed) the Tax Return delivered by the Seller to the Buyer with the appropriate Taxing Authority, and the Seller shall deliver with each such Tax Return payment to the Buyer in an amount equal to the amount of Taxes due thereon. Except as provided in the following sentence, the Seller shall pay (or cause to be paid) all Pre-Closing Taxes owed by or with respect to the Companies. The Buyer shall file all other Tax Returns required to be filed by or with respect to the Companies and shall pay (or cause to be paid) (i) all Taxes other than Pre-Closing Taxes (which are the sole responsibility of the Seller) owed by or with respect to the Companies and (ii) all Taxes arising from any event occurring on the Closing Date that is outside the Ordinary Course of Business of the Companies, is not contemplated by this Agreement, and is the result of an action taken by the Buyer or any Affiliate of the Buyer. Liability for Taxes of a Company during any Straddle Period shall be apportioned as follows: (x) property and similar ad valorem Taxes shall be apportioned on a ratable daily basis, and (y) all other Taxes, including, but not limited to, income and applicable franchise Taxes, shall be apportioned based on an interim closing of the books of such Company as of the end of the Closing Date *provided* that exemptions, allowances or deductions that are calculated on an annual basis shall be apportioned on a per diem basis. The Buyer shall prepare any Straddle Period Tax Return of a Company in a manner that is consistent with past practice and shall not file such Tax Return without the Seller's consent (which consent shall not be unreasonable withheld, delayed or conditioned) after providing the Seller a copy thereof no later than 30 days prior to the due date for filing such Tax Return, and taking into account any reasonable comments provided by the Seller within 20 days after its receipt of such Tax Return for review. The Seller shall pay to the Buyer an amount equal to the Taxes of or imposed on any of the Companies and their Subsidiaries for any and all portions of Straddle Periods ending on the Closing Date (determined in accordance with this Section 6.6(a)) not later than five days after such amount is determined. The Buyer and the Seller shall each provide the other with all information reasonably necessary to prepare any Tax Return relating to the Companies and their Subsidiaries for Pre-Closing Periods and Straddle Periods.

(b) Responsibility for Tax Audits and Contests . If notice of any action, suit, investigation or audit with respect to Pre-Closing Taxes of a Company or its Subsidiaries is received by the Seller or the Buyer (or any of their respective Affiliates), the Party receiving such notice shall promptly notify the other Party in writing; *provided, however* , that the failure to give such notice as provided herein shall not relieve the Seller of liability for Pre-Closing Taxes except to the extent that the Seller is actually and materially prejudiced thereby. The Seller shall control any audit or contest relating to Pre-Closing Taxes; *provided, however* , that (A) the Seller shall keep the Buyer reasonably informed regarding the progress and substantive aspects of such contest or audit, (B) the Buyer may retain separate co-counsel at its sole cost and expense, and participate in the defense of with respect to such contest or audit, including having an

opportunity to review and reasonably comment on any written materials prepared in connection with such audit or contest and the right to attend and participate in any conferences of other Proceedings relating thereto, and (C) the Buyer shall control the conduct of any audit or contest of those Tax items of a Company or its Subsidiaries related to the portion of a Straddle Period beginning after the Closing Date. Neither the Buyer nor the Seller shall settle any such audit or contest in a way that would adversely affect the other Party without the other Party's written consent, which consent the other Party shall not unreasonably withhold, delay or condition. The Buyer and the Seller shall each provide the other with all information and authorizations reasonably necessary to conduct an audit or contest with respect to Taxes relating to the Companies and their Subsidiaries for Pre-Closing Periods or Straddle Periods.

(c) Preparation and Filing of Straddle Period Tax Returns . The Seller shall be entitled to any refund of Pre-Closing Taxes; *provided* that refunds of Taxes for a Straddle Period shall be apportioned in accordance with the liability for such Taxes as determined in Section 6.6(a) . The Buyer and the Companies will reasonably cooperate with the Seller in connection with obtaining any refund of Pre-Closing Taxes with respect to a Company or its Subsidiaries. If a Party receives a refund to which the other Party is entitled, the Party receiving the refund shall pay it to the Party entitled to the refund within 15 business days after such receipt.

(d) Transfer Taxes . All Transfer Taxes shall be borne 50% by the Buyer and 50% by the Seller. The Seller and the Buyer agree to use their commercially reasonable efforts to mitigate, reduce or eliminate any Transfer Taxes, and to obtain any certificate or other document from any Taxing Authority or any other Person as may be necessary to mitigate, reduce or eliminate any Transfer Taxes, that could be imposed on the Seller or the Buyer under applicable Law as a result of the consummation of the transactions contemplated by this Agreement. The Seller and the Buyer shall cooperate with one another in the preparation of any necessary Tax Returns and other related documentation with respect to Transfer Taxes (including any exemption certificates and forms as each may request to establish an exemption from (or otherwise reduce) or make a report with respect to Transfer Taxes).

(e) Post-Closing Actions . Except as otherwise expressly provided herein or with the consent of the Seller, the Buyer shall not, and shall cause each Company and its Subsidiaries not to, file any Tax Return (including amended Tax Return or claim for Tax refund), or make any election, with respect to Pre-Closing Taxes, including taking any action to extend the applicable statute of limitations with respect to any such Tax Return of any Company or its Subsidiaries.

(f) Income Tax Treatment . As a result of each of the Companies being a Disregarded Entity at the time of the Closing for U.S. federal income Tax purposes (and state, local, and foreign income Tax purposes where applicable), the Buyer and the Seller intend that the purchase of the Interests pursuant to this Agreement be treated for U.S. federal income Tax purposes (and state, local, and foreign income Tax purposes where applicable) as the fully taxable purchase by the Buyer of the assets of the Companies in exchange for the Purchase Price and other items of consideration for U.S. federal income Tax purposes (including any assumed liabilities as determined for U.S. federal income Tax purposes). The Buyer and the Seller agree to report and file (and cause their respective Affiliates to report and file) their U.S. federal

income Tax Returns (and state and local income Tax Returns where applicable) in all respects and for all purposes consistent with such intended treatment. The Buyer and the Seller further agree not to take (and to cause their respective Affiliates not to take) any position, whether in any Tax Return, audit, examination, claim, adjustment, litigation or other Proceeding with respect to U.S. federal income Tax (and state and local income Tax purposes where applicable), which is inconsistent with such intended treatment.

(g) Allocation of Purchase Pric e . The Purchase Price, plus the amount of any other items of consideration for U.S. federal income Tax purposes (including any assumed liabilities as determined for U.S. federal income Tax purposes), will be allocated among the assets of the Companies in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of federal, state, provincial, local or non-U.S. Law, as appropriate) (the " Allocatio n "). The Buyer will prepare a written statement setting forth the Allocation (the " Allocation Statemen t ") and deliver same to the Seller within 60 days after the final determination of the Final Purchase Price is made pursuant to Section 2.4 , and thereafter, the Parties will use their respective commercially reasonable efforts to agree on the Allocation and the Allocation Statement within 30 days after such delivery, taking into account Seller's reasonable and timely comments to the extent such comments are delivered within such thirty (30) day period and are consistent with the principles of Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provision of federal, state, provincial, local or non-U.S. Law, as appropriate). If the Parties are unable to resolve any dispute relating to the Allocation or the Allocation Statement within such 30-day period, such dispute shall be resolved by the Auditors using the procedures set forth in Section 2.4(b) , *mutatis mutandis* . The Buyer and the Seller agree (a) that each of them will, and will cause their respective Affiliates to, report the purchase and sale of the assets of the Companies on all relevant Tax Returns, including IRS Form 8594 and any amendments thereto, consistent with the Allocation and the Allocation Statement (as finally determined under this Section 6.6(g)) and not to take (and to cause their respective Affiliates not to take) any position inconsistent therewith in any Tax Return, audit, examination, claim, adjustment, litigation or other Proceeding with respect to Taxes; *provided, however,* that nothing contained herein shall prevent the Buyer or the Seller from settling any proposed deficiency or adjustment by any Taxing Authority based upon or arising out of such Allocation or Allocation Statement, and neither the Buyer nor the Seller shall be required to litigate before any court any proposed deficiency or adjustment by any Taxing Authority challenging such Allocation or Allocation Statement; and (b) that such Allocation and Allocation Statement shall be further revised, as necessary and in a manner consistent with the Allocation contained therein, to reflect any adjustment to the Purchase Price or other items of consideration for U.S. federal income Tax purposes pursuant to Section 9.7 or otherwise that is not otherwise reflected in such Allocation. Not later than 30 days prior to the filing of their respective IRS Forms 8594 relating to this transaction, the Buyer, on the one hand, and the Seller, on the other hand, shall deliver to the other a copy of its IRS Form 8594.

(h) Cooperation on Tax Matters . Each of the Buyer and the Seller, and each of their respective Affiliates, shall cooperate fully, as and to the extent reasonably requested by the other Party, in connection with the filing of Tax Returns of or with respect to the Companies and/or during the course of any audit, litigation or other Proceeding with respect to Taxes of or attributable to the Companies. Such cooperation shall include the retention and (upon the other Party's request) the provision of records and information that are reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

(i) Conflict . In the event of a conflict between the provisions of this Section 6.6 and any other provision of this Agreement, the provisions of this Section 6.6 shall control.

Section 6.7 *Further Assurances* . From and after the Closing, if any further action is necessary to carry out the purposes of this Agreement, the Parties shall take such further action (including the execution and delivery of such further documents and instruments) as any Party may reasonably request, all at the sole expense of the requesting Party (except as otherwise expressly set forth in this Agreement).

Section 6.8 *Retention of Books and Records* .

(a) The Seller may retain a copy of any or all of the books and records relating to the business or operations of the Companies prior to the Closing; *provided, however,* that such copy of the Companies' books and records shall be held by the Seller in accordance with and subject to the terms of the Confidentiality Agreement (without giving effect to the termination or expiration provisions thereof), and shall be used by the Seller solely for the purposes described under Section 6.1(b)(iii) . In order to facilitate the resolution of any claims made against or incurred by the Seller prior to the Closing, or for any other reasonable purpose, for a period of seven years after the Closing, the Buyer shall retain the books and records (including personnel files) of the Companies relating to periods prior to the Closing in a manner reasonably consistent with the prior practices of the Companies, and upon reasonable notice, afford the Representatives of the Seller reasonable access (including the right to make, at the Seller's expense, photocopies), during normal business hours, to such books and records.

(b) In order to facilitate the resolution of any claims made by or against or incurred by the Buyer or the Companies after the Closing, or for any other reasonable purpose, for a period of seven years following the Closing, the Seller shall retain the books and records (including personnel files) of the Seller which relate to the Companies and the operations of the Acquired Business for periods prior to the Closing, and upon reasonable notice, afford the Representatives of the Buyer or the Companies reasonable access (including the right to make, at the Buyer's expense, photocopies), during normal business hours, to such books and records.

(c) Neither the Buyer nor the Seller shall be obligated to provide the other Party with access to any books or records (including personnel files) pursuant to this Section 6.8 where such access would violate any Law.

Section 6.9 *Contact with Customers and Suppliers* . Until the Closing Date, the Buyer shall not, and shall cause its Affiliates and direct its other Representatives not to, contact or communicate with the customers, suppliers, distributors or licensors of any Company, or any other Persons having a business relationship with any Company (except employees as to which Section 6.11 shall be applicable), concerning the transactions contemplated hereby or any of the foregoing relationships without the prior written consent of the Seller.

Section 6.10 *Withholding Taxes.* Notwithstanding anything contained in this Agreement to the contrary, the Buyer shall be entitled to deduct and withhold from any amounts otherwise payable hereunder, and from any other consideration otherwise paid or delivered to any Person in connection with the transactions contemplated by this Agreement, any amounts that the Buyer is required to deduct and withhold in respect of any such payments under the Code, and the rules and regulations promulgated thereunder, or any provision of federal, state, provincial, local or non-U.S. Law. Notwithstanding the previous sentence, the Buyer shall provide notice to the Seller at least five days prior to withholding any amounts under this Agreement and shall reasonably cooperate with the Seller to obtain any exclusion or exemption from such withholding. All such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made.

Section 6.11 *Employee Matters.*

(a) No later than 15 days prior to the Closing Date, Buyer or its designated Affiliate at their discretion shall offer employment on an at-will basis to such Seller Dedicated Employees as Buyer shall specify to the Seller in writing, which employment, if accepted, shall become effective as of 12:01 a.m. Central Time on the day after the Closing Date. Such offers of employment shall be on terms and conditions as determined in the sole discretion of Buyer or its designated Affiliate, if applicable. Any Seller Dedicated Employee who receives and accepts such an offer of employment from the Buyer and becomes an employee of the Buyer or its designated Affiliate shall be deemed a " Continuing Employe e ". The Buyer shall provide the Seller a list of Continuing Employees no later than five Business Days prior to the Closing Date. Each Continuing Employee shall be eligible to receive salary, bonus and other benefits maintained for employees of the Buyer or its Affiliates on substantially similar terms and conditions in the aggregate as are provided to similarly situated employees of the Buyer and its Affiliates.

(b) The Seller shall be solely responsible, and the Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of the Acquired Business, including hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with the Seller or its Affiliates at any time on or prior to the Closing Date. The Seller or its Affiliates shall pay all such amounts to all entitled persons on or prior to the Closing Date and no such amounts or liabilities shall be reflected in the Working Capital calculation. The Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of the Acquired Business which are made on or prior to the Closing Date. The Seller shall pay, or cause to be paid, all such amounts to the appropriate persons as and when due.

(c) For purposes of eligibility, vesting and entitlement to benefits, including entitlement to, and level of, severance and vacation benefits (but not for accrual of pension benefits), each Continuing Employee shall be given credit for all service with the Seller, its Affiliates and their respective predecessors under any employee benefit plan, program or arrangement of the Buyer or its Affiliates in which such Continuing Employee is eligible to participate (the " Buyer Benefit Plan s "), to the same extent as if such service had been performed

for the Buyer or any of its Affiliates. For purposes of any Buyer Benefit Plans providing welfare benefits to Continuing Employees, the Buyer shall, or shall cause its Affiliates to, as applicable, use all commercially reasonable efforts in order to (i) waive all limitations as to preexisting conditions, exclusions, waiting periods, actively-at-work requirements, and requirements to show evidence of good health with respect to participation and coverage requirements applicable to the Continuing Employees under any such Buyer Benefit Plan provided to the Continuing Employees, except to the extent that such conditions, exclusions, waiting periods, actively-at-work requirements, and requirements to show evidence of good health would apply under the analogous Employee Plan, and (ii) provide each Continuing Employee with credit, in the calendar year in which the Closing occurs, for any co-payments, coinsurance payments, deductibles and maximum out-of-pocket requirements paid under an Employee Plan in satisfying any applicable deductible or out of pocket requirements under the analogous Buyer Benefit Plan.

(d) Effective as of the Closing Date, the Buyer will maintain or designate a defined contribution plan and related trust intended to be qualified under section 401(a), 401(k) and 501(a) of the Code (the " Buyer 401(k) Pla n ") in which Continuing Employee shall be eligible to participate. The Seller and the Buyer will take all action necessary or appropriate to allow Continuing Employees to roll over any amounts that are eligible for rollover treatment under the Code from an Employee Plan that is intended to be qualified under section 401(a) and 501(a) of the Code to the Buyer 401(k) Plan.

(e) Notwithstanding anything in this Section 6.11 or otherwise in this Agreement to the contrary, no provision of this Agreement is intended to, or does, constitute the establishment or adoption of, or an amendment to, any employee benefit plan (within the meaning of Section 3(3) of ERISA), and no Person shall have any claim or cause of action, under ERISA or otherwise, in respect of any provision of this Agreement as it relates to any such employee benefit plan, employment or otherwise.

Section 6.12 *Use of Name* . From and after the Closing, the Buyer and its respective Affiliates shall not use the names "American Midstream", "AMID" or "JP Energy", "JP Energy Partners" or any variant or derivative of any of the foregoing or any other logos, symbols or trademarks of the Seller or any of its Affiliates (the " Restricted Mark s "). The Buyer agrees that on the Closing Date it will cease using the Restricted Marks in advertising and other business communications and promptly, but no later than (a) three months after the Closing Date with respect to the Restricted Marks relating to the names "JP Energy", "JP Energy Partners" or any variant or derivative thereof and (b) 12 months after the Closing Date with respect to all of the other Restricted Marks, it will take all necessary action to eliminate the Restricted Marks from, or paint over or otherwise permanently obscure the Restricted Marks on, any tangible personal property, buildings, equipment or other assets.

Section 6.13 *Guarantee and Lien Releases* . Prior to or concurrently with the Closing: (a) the Seller shall cause the Companies and all of their respective assets to be released from, and shall have obtained all consents, approvals or waivers as may be required to avoid a breach or default by the Companies or any right of acceleration or cancellation of any obligations of the Companies under, any and all agreements, liabilities and obligations in connection with all Indebtedness (all of which is described on Section 6.13 of the Seller Disclosure Letter), and (b) the Seller shall obtain and deliver to the Buyer evidence reasonably satisfactory to the Buyer of

the release and termination of all Liens (other than Permitted Liens, Liens in effect on or prior to the Closing Date that will be released upon payment of the Purchase Price and restrictions on transfer that may be imposed by state or federal securities Laws) to the extent encumbering any of the assets or Capital Stock (including the Interests) of the Companies.

Section 6.14 *Casualty Los s* . In the event of damage by fire, earthquake, hurricane, flood or other casualty to the facilities, equipment, pipelines, pipeline connections or other tangible personal or real property of the Companies after the date of this Agreement but prior to the Closing (a " Casualty Los s "), then (a) subject to Section 8.1 , this Agreement shall remain in full force and effect and (b) the Seller shall, at the Buyer's election, either (i) assign to the Buyer at the Closing all insurance claims under the insurance policies held by the Seller or its Affiliates in connection with such damaged assets and reduce the Purchase Price at the Closing to cover the amounts of any property or casualty deductibles and retentions, including waiting period time element losses or (ii) prior to the Closing, repair or replace such damaged assets to the condition of the affected assets immediately prior to the Casualty Loss and retain all insurance claims described in clause (i) hereof, *provided, however,* that if the schedule for the repair and restoration of damaged assets and return of the Acquired Business to the Ordinary Course of Business is reasonably estimated by Buyer to exceed 120 days following the proposed Closing Date, then Buyer shall have the right to terminate this Agreement.

Section 6.15 *No Solicitation of Other Bids* . The Seller shall not, and shall not authorize or permit any of its Affiliates (including the Companies) or any of its or their Representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates (including the Companies) and all of its and their Representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, " Acquisition Proposa l " shall mean any inquiry, proposal or offer from any Person (other than the Buyer or any of its Affiliates) concerning (i) a merger, consolidation, liquidation, recapitalization or other business combination transaction involving either of the Companies; (ii) the issuance or acquisition of membership interests in either of the Companies; or (iii) the sale, lease, exchange or other disposition of any significant portion of either of the Companies' properties or assets.

Section 6.16 *Non-Competition* .

(a) For a period of two years following the Closing Date (the " Restricted Perio d "), the Seller shall not, and shall not permit any AMID Entity to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) own an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the business relationships between any Company, on the one hand, and customers or suppliers of the Companies and the Acquired Business, on the other hand; *provided* that such customers or suppliers were customers or suppliers of the Companies and the Acquired Business at any time

during the 12-month period prior to the Closing. Notwithstanding the foregoing, the Seller or any AMID Entity may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if the Seller or such AMID Entity is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own 5% or more of any class of securities of such Person. For purposes of this Section 6.16, an "AMID Entity" means American Midstream Partners, LP and any of its direct or indirect Subsidiaries, "Restricted Business" means the Acquired Business, "Territory" means the Texas service area of the Caddo Mills Refined Products Terminal and the Arkansas service area of the North Little Rock Refined Products Terminal, as the Acquired Business is currently conducted. For the avoidance of doubt, the restrictions in this Section 6.16 shall not apply to any Person that is not an AMID Entity or Affiliate of an AMID Entity and that acquires an AMID Entity in an arms'-length merger, consolidation or similar transaction that results in such AMID Entity ceasing to exist following such transaction.

(b) The Seller acknowledges that the restrictions contained in this Section 6.16 are reasonable and necessary to protect the legitimate interests of the Buyer and constitute a material inducement to the Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 6.16 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable Law. The covenants contained in this Section 6.16 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

Section 6.17 *Pre-Closing Occurrence Based Insurance* .

(a) For any claim that may be asserted against either Company or any of its Subsidiaries after the Closing Date arising out of events, incidents, conduct or circumstances that occurred prior to the Closing Date, including changes in the amount or nature of previously asserted claims arising out of any such pre-Closing Date events, incidents, conduct or circumstances (such claims, "Post-Closing Claims"), for a period of 12 months following the Closing Date, the applicable Company or its Subsidiary may tender such Post-Closing Claim to the Seller for submission by the Seller to the applicable insurer under any of the occurrence-based Seller Insurance Policies or other occurrence-based insurance policies of Seller or its Affiliates issued prior to the Closing Date under which the applicable Company or its applicable Subsidiary was insured as of the date of the events, incidents, conduct or circumstances giving rise to such Post-Closing Claim (such policies, the "Pre-Closing Occurrence Based Policies" and each such Post-Closing Claims so tendered to the Seller for submission to the applicable insurer, a "Noticed Post-Closing Claim") and the Seller shall thereupon tender such Noticed Post-Closing Claim to the applicable insurer for coverage; *provided, however,* that the Companies shall have no recourse to the Seller (except pursuant to Article IX, if applicable) for any uninsured or uncovered amounts for such Noticed Post-Closing Claims (including any deductible or other amount for which the Seller provides self-insurance), except for amounts attributable to any

failure or refusal by the Seller to provide timely notice of any Noticed Post-Closing Claim to the applicable insurer upon the Seller's receipt of notice of such Noticed Post-Closing Claim from the applicable Company or its Subsidiary. The Seller shall notify the applicable Company of all coverage determinations made by the insurer(s) in respect of any submitted Noticed Post-Closing Claims and, if any amounts are paid or to be paid by the insurer in respect thereof, shall request that such insurer make payment directly to the applicable Company or its applicable Subsidiary or shall transfer such insurance proceeds to the applicable Company or its applicable Subsidiary, as the case may be, no later than 10 days after receipt of such insurance proceeds.

(b) The Seller shall not release, commute, buy-back, or otherwise eliminate the coverage available under any Pre-Closing Occurrence Based Policy without the Buyer's consent.

(c) Subject to and without modification of the foregoing clauses (a) and (b) of this Section, if any Post-Closing Claim is a workers' compensation claim, then if it is finally determined by a court of law or responsible authority that the date of loss was in fact prior to the Closing Date, the Seller shall be responsible for the loss exclusively, and none of the Companies nor any of their Subsidiaries shall be liable for any portion of such loss.

Section 6.18 *Delivery of Financial Information* . Prior to the Closing, the Seller shall cause to be delivered to the Buyer: (i) the audited consolidated financial statements of the Companies (which shall include the Companies and their Subsidiaries and only the Companies and their Subsidiaries), prepared in accordance with GAAP and audited by PricewaterhouseCoopers LLP or another accounting firm of national standing selected by Seller that is registered with the Public Company Accounting Oversight Board and reasonably acceptable to Buyer (the " Auditing Firm "), consisting of an audited consolidated balance sheet as of December 31, 2017 and audited consolidated statements of operations and comprehensive income (loss), statements of cash flows and statements of stockholders' equity for the fiscal year of the Companies and their Subsidiaries ended December 31, 2017 (collectively, the " Acquired Companies Audited Financial Statements "), and (ii) unaudited interim consolidated financial statements prepared in accordance with GAAP consisting of (A) an unaudited interim consolidated balance sheet of the Companies and their Subsidiaries as of (I) the last day of the most recent fiscal quarter (other than the fourth fiscal quarter of any fiscal year) of the Companies and their Subsidiaries that has been completed prior to the Closing Date and that has ended at least 45 days before the Closing Date and (II) the last day of the corresponding fiscal quarter of the 2017 fiscal year and (B) unaudited interim consolidated statements of operations and comprehensive income (loss), statements of cash flows and statements of stockholders' equity of the Companies and their Subsidiaries for (I) the most recent six or nine month, as applicable, fiscal period (other than the fourth fiscal quarter of any fiscal year) of the Companies and their Subsidiaries that has been completed prior to the Closing Date and that has ended at least 45 days before the Closing Date and (II) the corresponding six or nine month, as applicable, fiscal period of the 2017 fiscal year (collectively, the " Acquired Companies Interim Financial Statements "), in each case referred to in this sentence that conform to, and are required to be filed by the Buyer's parent company pursuant to, the applicable requirements of Regulation S-X under the Securities Act of 1933, as amended and the Securities Exchange Act of 1934, as amended. In addition, from the date hereof and prior to the Closing, Seller shall provide such information, or reasonable access thereto, with respect to the Companies and their Subsidiaries as may be reasonably

requested by the Buyer to the Buyer to prepare or file pro forma financial information required by applicable Law to be prepared or filed in connection with the transactions contemplated hereby. The Seller also shall cooperate with the Buyer to provide any additional information, or reasonably access thereto, requested by the Buyer, in connection with the Buyer's analysis of the Acquired Companies Audited Financial Statements or Acquired Companies Interim Financial Statements required to be included in any reports or other filings with the Securities and Exchange Commission in connection with the Acquisition. The Seller shall keep the Buyer informed on a reasonably current basis (and at any time upon the Buyer's reasonable request) in reasonable detail of the status of its efforts to prepare the Acquired Companies Audited Financial Statements and the Acquired Companies Interim Financial Statements and obtain the audit described in this Section 6.18 . All costs and expenses incurred by the Seller, the Companies and their Subsidiaries in connection with this Section 6.18 shall be shared equally by the Buyer and Seller (i.e., 50/50); *provided, however,* that the Buyer's obligation to share in the payment of such costs and expenses shall not exceed $100,000.

Section 6.19 *Title Policy* . The Buyer has informed the Seller that, as a condition to the Closing, the Title Company must issue to the Buyer, at Buyer's sole cost and expense, a new owners' title insurance policy for each parcel of owned Real Property (together with such endorsements described on Exhibit H , collectively, the " Title Policies ") insuring fee simple title as to each parcel of owned Real Property free and clear of all Liens other than Permitted Liens, it being understood that it will not be a condition to the Closing that the Title Policy include any particular endorsement, including those set forth on Exhibit H if the inability of the Title Company to issue such endorsement relates to a matter that is a Permitted Lien. The Seller agrees to execute and deliver (and acknowledge, if required) to the Title Company on the Closing Date affidavits and indemnities in the forms attached hereto as Exhibit F and made a part hereof, with such changes thereto as are acceptable to the Seller in the Seller's reasonable discretion.

Section 6.20 *Inventory Reconciliations* . The Seller shall prepare, and deliver to the Buyer at Closing, with respect to each of the Terminals, a true, correct and complete month-end reconciliation report (such reports, the " Inventory Reconciliations ") of such Terminal's book inventory to its physical inventory of refined products as of the close of business on the last day of the month that precedes the Closing Date, *provided* that, to the extent the Closing occurs before the 15th calendar day of a month, then such inventory shall be provided as of the close of business on the last day of the month that is two months prior to the Closing Date (the " Inventory Date). The Inventory Reconciliations shall include, for each refined product at the applicable Terminal, the beginning physical inventory shown on such month-end report regularly prepared by the Seller or its Affiliates (the " Starting Inventory "), receipts into inventory, deliveries from inventory, the ending book inventory, the ending physical inventory and any gain or loss in inventory for the period between the date of the Starting Inventory and the Inventory Date. The Seller shall be solely liable for any discrepancy between book inventory and physical inventory of refined products at each of the Terminals as of the Inventory Date (whether such discrepancy is based upon the inventory records of the Terminals or the inventory records of customers of the Terminals). For illustrative purposes, Section 6.20 of the Seller Disclosure Schedule sets forth the Inventory Reconciliations as if the Closing occurred on January 31, 2018.

ARTICLE VII
CONDITIONS TO OBLIGATIONS TO CLOSE

Section 7.1 *Conditions to Obligation of Each Party to Close* . The respective obligations of each Party to consummate the Acquisition and to take the other actions required by this Agreement at the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver at or prior to the Closing Date of the following conditions:

(a) *Regulatory Approvals* . The Consents set forth on Section 7.1(a) of the Seller Disclosure Letter, shall have been duly made, given or obtained and shall be in full force and effect, and all terminations or expirations of waiting periods imposed by any Governmental Authority with respect thereto (including under the HSR Act) shall have occurred;

(b) *No Injunctions* . There shall not be in effect any final non-appealable order by a Governmental Authority of competent jurisdiction restraining, enjoining, having the effect of making the transactions contemplated by this Agreement illegal or otherwise prohibiting the consummation of the Acquisition; and

(c) *No Illegality* . No Law shall have been enacted, entered, promulgated, issued, adopted, decreed or otherwise implemented and remain in effect that prohibits or makes illegal consummation of the Acquisition.

Section 7.2 *Conditions to the Buye r ' s Obligation to Close* . The obligations of the Buyer to consummate the Acquisition and to take the other actions required by this Agreement at the Closing shall be subject to the satisfaction or, to the extent permitted by applicable Law, waiver on or prior to the Closing Date of the following conditions:

(a) *Representations and Warranties* . The Fundamental Representations made by the Seller shall be true and correct in all respects on and as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (except for representations and warranties that are expressly made as of a specific date or period, which shall be true and correct as of such specific date or period). Each of the other representations and warranties of the Seller contained in Article III and Article IV shall be true and correct in all respects (it being understood that, for purposes of determining satisfaction of this Section 7.2(a) , all "materiality," "material" and "Seller Material Adverse Effect" (which instead shall be read as any adverse effect or change) qualifications contained in such representations and warranties shall be disregarded) on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date (except for representations and warranties that are expressly made as of a specific date or period, which shall be true and correct as of such specific date or period), except in each case for failures to be so true and correct that would not result in a Seller Material Adverse Effect;

(b) *No Seller Material Adverse Effec t.* From the date of this Agreement, there shall not have occurred any Seller Material Adverse Effect, nor shall any event or events have occurred that, with or without the lapse of time, would be reasonably expected to have a Seller Material Adverse Effect;

(c) *Covenants and Agreements* . Each Seller shall have performed and complied in all material respects with all agreements, covenants and obligations required by this Agreement to be performed or complied with by it at or prior to Closing;

(d) *Officer's Certificates* . The Buyer shall have received a certificate, dated as of the Closing Date and signed on behalf of the Seller by an officer of the Seller stating that the conditions specified in Section 7.2(a) and Section 7.2(b) have been satisfied; and

(e) *Closing Deliverables* . The Seller shall have delivered at or prior to the Closing all of the items listed in Section 2.6(b) .

(f) *Title Policies* . The Title Company shall be prepared to issue the Title Policies, upon receipt of payment of premiums therefore by the Buyer, insuring fee simple title as to each parcel of owned Real Property, free and clear of all Liens other than Permitted Liens.

Section 7.3 *Conditions to the Selle r ' s Obligation to Close* . The obligations of the Seller to consummate the Acquisition and to take the other actions required by this Agreement at the Closing shall be subject to the satisfaction or waiver on or prior to the Closing Date of the following conditions:

(a) *Representations and Warranties* . The Fundamental Representations made by the Buyer shall be true and correct in all respects on and as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (except for representations and warranties that are expressly made as of a specific date or period, which shall be true and correct as of such specific date or period). Each of the representations and warranties of the Buyer contained in Article V shall be true and correct in all respects (it being understood that, for purposes of determining satisfaction of this Section 7.3(a) , all "materiality," "material" and "Buyer Material Adverse Effect" (which instead shall be read as any adverse effect or change) qualifications contained in such representations and warranties shall be disregarded) on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date (except for representations and warranties that are expressly made as of a specific date or period, which shall be true and correct as of such specific date or period), except in each case for failures to be so true and correct that would not result in a Buyer Material Adverse Effect;

(b) *Covenants and Agreement s* . The Buyer shall have performed and complied in all material respects with all agreements, covenants and obligations required by this Agreement to be performed or complied with by it at or prior to Closing;

(c) *Officer ' s Certificate* . The Seller shall have received a certificate, dated as of the Closing Date and signed on behalf of the Buyer by an officer of the Buyer, stating that the conditions specified in Section 7.3(a) and Section 7.3(b) have been satisfied; and

(d) *Closing Deliverables* . The Buyer shall have delivered at or prior to the Closing all of the items listed in Section 2.6(a) .

Section 7.4 *Frustration of Closing Conditions* . Neither the Seller nor the Buyer may rely on the failure of any condition set forth in Section 7.1 , Section 7.2 or Section 7.3 to be satisfied, as the case may be, if such failure was caused by such Party's failure to perform any covenant or obligation required by this Agreement to be performed or complied with by it at or prior to Closing.

ARTICLE VIII
TERMINATION

Section 8.1 *Termination* . This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing only:

(a) by mutual written consent of the Seller and the Buyer;

(b) by either the Seller or the Buyer, if:

(i) the Closing shall not have occurred on or before June 1, 2018; *provided, however* , that if a request is made for additional information and documentary material pursuant to the HSR Act, then such date shall automatically be extended to August 1, 2018 (the " Outside Dat e "); *provided* that the right to terminate this Agreement under this Section 8.1(b)(i) shall not be available to a Party (or its respective Affiliates) if the failure of such Party or its respective Affiliates to perform any of its or their obligations under this Agreement has caused, or resulted in, the failure of the transactions contemplated by this Agreement to be consummated on or before such date; or

(ii) any order issued, or Law enacted, entered or promulgated, by a Governmental Authority permanently restrains, enjoins or prohibits or makes illegal the consummation of the Acquisition in a manner that would give rise to the failure of a condition set forth in Section 7.1(b) or Section 7.1(c) , and such order becomes effective, final and nonappealable; *provided, however* , that the Party seeking to terminate this Agreement pursuant to this Section 8.1(b)(ii) shall have used its commercially reasonable efforts to oppose such order or Law in accordance with the provisions of Section 6.4 ;

(c) by the Seller, if the Buyer shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement, and such breach (i) would give rise to the failure of a condition set forth in Section 7.3(a) or Section 7.3(b) if continuing on the Closing Date and (ii) has not been cured and cannot reasonably be cured prior to the Outside Date; *provided, however* , that the Seller shall not have the right to terminate this Agreement pursuant to this Section 8.1(c) if the Seller is then in breach of any representation, warranty, covenant or other agreement contained in this Agreement if such breach would give rise to the failure of a condition set forth in Section 7.2 if continuing on the Closing Date;

(d) by the Buyer, if the Seller shall have breached any of its representations, warranties, covenants or agreements contained in this Agreement, and such breach (i) would give rise to the failure of a condition set forth in Section 7.2(a) or Section 7.2(b) if continuing on the Closing Date and (ii) has not been cured and cannot reasonably be cured prior to the Outside Date; *provided, however* , that the Buyer shall not have the right to terminate this Agreement pursuant to this Section 8.1(d) if it is then in breach of any representation, warranty, covenant or agreement contained in this Agreement if such breach would give rise to the failure of a condition set forth in Section 7.3 if continuing on the Closing Date; or

(e) by the Buyer in accordance with the terms and conditions set forth in Section 6.5 or Section 6.14 .

Section 8.2 *Procedure for Termination.* In the event of termination of this Agreement pursuant to Section 8.1, written notice thereof shall immediately be given by the Seller or the Buyer to the other, as applicable, and, except as provided in this Section 8.2, this Agreement shall forthwith terminate and shall become null and void and of no further effect, and the transactions contemplated by this Agreement shall be abandoned without further action by the Seller or the Buyer. If this Agreement is terminated under Section 8.1:

(a) each Party shall treat all documents, work papers and other materials of the other Party relating to the transactions contemplated by this Agreement, whether obtained before or after the execution of this Agreement, in accordance with the obligations set forth in the Confidentiality Agreement;

(b) all filings, applications and other submissions made pursuant hereto shall, to the extent practicable, be withdrawn from the agency or other person to which made; and

(c) there shall be no liability or obligation under this Agreement on the part of the Seller or the Buyer or any of their Affiliates or any of their respective Representatives, except (i) that nothing in this Section 8.2 shall relieve any Party from liability for intentional fraud, a willful breach by such Party of any of its representations, warranties, covenants or agreements set forth in this Agreement or a willful failure by such Party to perform its obligations hereunder and (ii) the provisions of Section 6.1(c), this Section 8.2, Article X and Article XI shall survive any such termination. For the avoidance of doubt, and without limiting the foregoing, any failure of the Buyer or the Seller to close the Acquisition following the satisfaction or waiver of such Parties' conditions to closing set forth in Article VII shall be considered a willful breach by the applicable Parties of such Parties' covenants hereunder.

ARTICLE IX
INDEMNIFICATION

Section 9.1 *Survival*. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is 12 months from the Closing Date; *provided*, that (a) each of the Fundamental Representations shall survive indefinitely, (b) each of the Environmental Representations shall survive for a period of two years after the Closing, and (c) each of the Tax Representations shall survive until 30 days after the expiration of the statute of limitations (including any and all extensions thereof) applicable to such Tax Representation. The covenants and agreements of the Parties contained in this Agreement that by their nature are required to be performed on or prior to the Closing shall expire at the Closing and have no further force and effect, and the covenants and agreements of the Parties contained in this Agreement that by their terms survive the Closing or contemplate performance after the Closing shall survive the Closing until fully performed; provided, that each Party's covenants, rights and obligations with respect to any Tax or Tax matter covered by this Agreement shall survive the Closing and shall not terminate until 30 days after the expiration of the statute of limitations (including any and all extensions thereof) applicable to such Tax (or the assessment thereof) or Tax matter. Notwithstanding the foregoing, no Indemnifying Party shall be liable for any Losses that are subject to indemnification under this Article IX unless the Indemnified Party delivers a written notice in good faith and with reasonable specificity (to the extent known at such time) to the

Indemnifying Party with respect to such indemnifiable claim prior to 5:00 p.m. Central Time on the expiration date of the survival period for such claim; *provided* that any claim for indemnification under this Agreement that is brought prior to such time shall survive until such matter is resolved.

Section 9.2 *Indemnification By the Seller* . Subject to the other terms and conditions of this Article IX, the Seller shall indemnify and defend each of the Buyer and its Affiliates (including the Companies) and their respective Representatives (collectively, the " Buyer Indemnitees ") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Buyer Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Seller contained in this Agreement or in any other Transaction Document delivered by or on behalf of the Seller, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date);

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Seller pursuant to this Agreement;

(c) any and all Pre-Closing Taxes; or

(d) Non-Acquired Business Liabilities.

Section 9.3 *Indemnification By the Buye r* . Subject to the other terms and conditions of this Article IX , the Buyer shall indemnify and defend each of the Seller and its Affiliates and their respective Representatives (collectively, the " Seller Indemnitees ") against, and shall hold each of them harmless from and against, and shall pay and reimburse each of them for, any and all Losses incurred or sustained by, or imposed upon, the Seller Indemnitees based upon, arising out of, with respect to or by reason of:

(a) any inaccuracy in or breach of any of the representations or warranties of the Buyer contained in this Agreement or in any Transaction Document delivered by or on behalf of the Buyer pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Closing Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); or

(b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Buyer pursuant to this Agreement.

Section 9.4 *Certain Limitations.* Notwithstanding anything to the contrary in this Agreement, the indemnification provided for in Section 9.2 and Section 9.3 shall be subject to the following limitations:

(a) If any claim for indemnification by either Party that is subject to indemnification by the other Party under Section 9.2(a) or Section 9.3(a) , as applicable, results in aggregate Losses that do not exceed $50,000, then such Losses shall not be deemed Losses under this Agreement and shall not be eligible for indemnification under this Article IX .

(b) The Seller shall not be liable to the Buyer Indemnitees for indemnification under Section 9.2(a) until the aggregate amount of all Losses in respect of indemnification under Section 9.2(a) exceeds $1,500,000 (the " Threshold Amoun t "); *provided, however* , that once the aggregate amount of all such Losses exceeds the Threshold Amount, then the Buyer shall have the right to recover all such Losses without regard to the Threshold Amount, subject to the other limitations on recovery and recourse set forth in this Agreement. The aggregate amount of all Losses for which the Seller shall be liable pursuant to Section 9.2(a) shall not exceed 10% of the Base Purchase Price (the " Ca p ").

(c) The Buyer shall not be liable to the Seller Indemnitees for indemnification under Section 9.3(a) until the aggregate amount of all Losses in respect of indemnification under Section 9.3(a) exceeds the Threshold Amount; *provided, however* , that once the aggregate amount of all such Losses exceeds the Threshold Amount, then the Seller shall have the right to recover all such Losses without regard to the Threshold Amount, subject to the other limitations on recovery and recourse set forth in this Agreement. The aggregate amount of all Losses for which the Buyer shall be liable pursuant to Section 9.3(a) shall not exceed the Cap.

(d) Notwithstanding the foregoing, the limitations set forth in Section 9.4(a) , Section 9.4(b) and Section 9.4(c) shall not apply to Losses based upon, arising out of, with respect to or by reason of any inaccuracy in or breach of any Fundamental Representation or Tax Representation.

(e) For purposes of this Article IX , the amount of any indemnifiable Losses in respect of (but not the inaccuracy in or breach of) any representation or warranty shall be determined without regard to any materiality, Seller Material Adverse Effect, Buyer Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty.

(f) Under no circumstances shall any Party be entitled to duplicate recovery under this Agreement with respect to (i) any indemnification claim pursuant to this Article IX , even though the facts or series of related facts giving rise to such claim may constitute a breach of more than one representation, warranty or covenant or agreement set forth herein, or in any of the agreements or instruments entered into in connection with the Closing, (ii) any adjustments to the Purchase Price pursuant to Section 2.4 or (iii) any reimbursement or other obligation hereunder.

(g) Notwithstanding any other provision in this Agreement, under no circumstances shall (i) the aggregate indemnification to be paid by a Party under this Article IX exceed the Base Purchase Price, except in the case of fraud or willful misconduct or (ii) any insurance proceeds or other payment or monetary recoupment received or that are actually realized or obtained by the Indemnified Party (other than payments received from the Seller pursuant to this Article IX) as a result of the events giving rise to the claim for indemnification be applied toward the Cap or other limitation on aggregate indemnification under this Agreement.

Section 9.5 *Indemnification Procedures*. The party making a claim under this Article IX is referred to as the "Indemnified Party," and the party against whom such claims are asserted under this Article IX is referred to as the "Indemnifying Party."

(a) Third Party Claims . If any Indemnified Party receives notice of the assertion or commencement of any Proceeding made or brought by any Person who is not a party to this Agreement or an Affiliate of a party to this Agreement or a Representative of the foregoing (a " Third Party Claim ") against such Indemnified Party with respect to which the Indemnifying Party is obligated to provide indemnification under this Agreement, the Indemnified Party shall give the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 calendar days after receipt of such notice of such Third Party Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Third Party Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have the right to participate in, or by giving written notice to the Indemnified Party, to assume the defense of any Third Party Claim at the Indemnifying Party's expense and by the Indemnifying Party's own counsel, and the Indemnified Party shall cooperate in good faith in such defense; *provided,* that if the Indemnifying Party is Seller, such Indemnifying Party shall not have the right to defend or direct the defense of any such Third Party Claim that (x) is asserted directly by or on behalf of a Person that is a supplier or customer of the Company, or (y) seeks an injunction or other equitable relief against the Indemnified Party. In the event that the Indemnifying Party assumes the defense of any Third Party Claim, subject to Section 9.5(b) , it shall have the right to take such action as it deems necessary to avoid, dispute, defend, appeal or make counterclaims pertaining to any such Third Party Claim in the name and on behalf of the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any Third Party Claim with counsel selected by it subject to the Indemnifying Party's right to control the defense thereof. The fees and disbursements of such counsel shall be at the expense of the Indemnified Party, *provided,* that if in the reasonable opinion of counsel to the Indemnified Party, there exists a conflict of interest between the Indemnifying Party and the Indemnified Party that cannot be waived, the Indemnifying Party shall be liable for the reasonable fees and expenses of counsel to the Indemnified Party in each jurisdiction for which the Indemnified Party determines counsel is required. If the Indemnifying Party elects not to compromise or defend such Third Party Claim, fails to promptly notify the Indemnified Party in writing of its election to defend as provided in this Agreement, or fails to diligently prosecute the defense of such Third Party Claim, the Indemnified Party may, subject to Section 9.5(b) , pay, compromise, defend such Third Party Claim and seek indemnification for any and all Losses based upon, arising from or relating to such Third Party Claim. The Seller and the Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any Third Party Claim, including making available (subject to the provisions of Section 6.1(c)) records relating to such Third Party Claim and furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such Third Party Claim.

(b) Settlement of Third Party Claims . Notwithstanding any other provision of this Agreement, the Indemnifying Party shall not enter into settlement of any Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld or delayed), except as provided in this Section 9.5(b) . If a firm offer is made to settle a Third Party Claim without leading to liability or the creation of a financial or other obligation on the part of the Indemnified Party and provides, in customary form, for the unconditional release of each Indemnified Party from all liabilities and obligations in connection with such Third Party Claim and the Indemnifying Party desires to accept and agree to such offer, the Indemnifying Party shall give written notice to that effect to the Indemnified Party. If the Indemnified Party fails to consent to such firm offer within ten days after its receipt of such notice, the Indemnified Party may continue to contest or defend such Third Party Claim (at the Indemnified Party's sole cost and expense) and in such event, the maximum liability of the Indemnifying Party as to such Third Party Claim shall not exceed the amount of such settlement offer. If the Indemnified Party fails to consent to such firm offer and also fails to assume defense of such Third Party Claim, the Indemnifying Party may settle the Third Party Claim upon the terms set forth in such firm offer to settle such Third Party Claim. If the Indemnified Party has assumed the defense pursuant to Section 9.5(a) , it shall not agree to any settlement without the written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).

(c) Direct Claims . Any Proceeding by an Indemnified Party on account of a Loss which does not result from a Third Party Claim (a " Direct Claim ") shall be asserted by the Indemnified Party giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnified Party becomes aware of such Direct Claim. The failure to give such prompt written notice shall not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the Indemnified Party shall describe the Direct Claim in reasonable detail, shall include copies of all material written evidence thereof and shall indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. The Indemnifying Party shall have 30 days after its receipt of such notice to respond in writing to such Direct Claim. The Indemnified Party shall allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Direct Claim, and whether and to what extent any amount is payable in respect of the Direct Claim and the Indemnified Party shall assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Company's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 day period, the Indemnifying Party shall be deemed to have rejected such claim, in which case the Indemnified Party shall be free to pursue such remedies as may be available to the Indemnified Party on the terms and subject to the provisions of this Agreement.

(d) Tax Claims . Notwithstanding any other provision of this Agreement, the control of any claim, assertion, event or proceeding in respect of Taxes of the Company shall be governed exclusively by Section 6.6 hereof.

Section 9.6 *Payments* . Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article IX, the Indemnifying Party shall satisfy its obligations within 15 business days of such final, non-appealable adjudication by wire transfer of immediately available funds. The Parties hereto agree that should an Indemnifying Party not make full payment of any such obligations within such 15 business day period, any amount payable shall accrue interest from and including the date of agreement of the Indemnifying Party or final, non-appealable adjudication to but excluding the date such payment has been made at a rate per annum equal to 6 percent. Such interest shall be calculated daily on the basis of a 365 day year and the actual number of days elapsed.

Section 9.7 *Tax Treatment of Indemnification Payments* . All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 9.8 *Effect of Investigation* . The representations, warranties and covenants of the Indemnifying Party, and the Indemnified Party's right to indemnification with respect thereto, shall not be affected or deemed waived by reason of any investigation made by or on behalf of the Indemnified Party (including by any of its Representatives) or by reason of the fact that the Indemnified Party or any of its Representatives knew or should have known that any such representation or warranty is, was or might be inaccurate or by reason of the Indemnified Party's waiver of any condition set forth in Section 7.2 or Section 7.3, as the case may be.

Section 9.9 *Exclusive Remedies* . Subject to Section 11.14 , the Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from fraud, criminal activity or willful misconduct on the part of a Party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, shall be pursuant to the indemnification provisions set forth in this Article IX . In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other Parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article IX . Nothing in this Section 9.9 shall limit (i) any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any Party's fraud, criminal activity or willful misconduct or (ii) the Seller's ability to seek remedies against the Buyer Parent pursuant to the terms and conditions of the Buyer Parent Guaranty or the Buyer's ability to seek remedies against the Seller Parent pursuant to the terms and conditions of the Seller Parent Guaranty.

Section 9.10 *Waiver of Non-Reimbursable Losses* . **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NO PARTY NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR THE FOLLOWING LOSSES (NON -REIMBURSABLE LOSSES "): SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES (INCLUDING ANY DAMAGES ON ACCOUNT OF DIMINUTION IN VALUE, LOST PROFITS OR OPPORTUNITIES, OR LOST OR DELAYED BUSINESS BASED ON VALUATION METHODOLOGIES ASCRIBING A DECREASE IN VALUE TO THE COMPANIES ON THE BASIS OF A MULTIPLE-BASED OR YIELD-BASED MEASURE OF FINANCIAL PERFORMANCE), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OTHER LAW OR OTHERWISE AND WHETHER OR NOT ARISING FROM THE OTHER PARTY'S OR ANY OF ITS AFFILIATES' SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, IN EACH CASE OTHER THAN FRAUD, CRIMINAL ACTIVITY OR WILLFUL MISCONDUCT; PROVIDED, HOWEVER, THAT THIS SECTION 9.10 SHALL NOT LIMIT A PARTY'S RIGHT TO RECOVER LOSSES UNDER THIS ARTICLE IX FOR ANY SUCH LOSSES TO THE EXTENT SUCH PARTY IS REQUIRED TO PAY SUCH LOSSES TO A THIRD PARTY IN CONNECTION WITH A MATTER FOR WHICH SUCH PARTY IS OTHERWISE ENTITLED TO INDEMNIFICATION UNDER THIS ARTICLE IX.**

Section 9.11 *Determination of Amount of Losses; Mitigation.* The Losses giving rise to any indemnification obligation hereunder shall be limited to the Losses suffered by the Indemnified Party and shall be reduced by any insurance proceeds or other payment or monetary recoupment received or that are actually realized or obtained by the Indemnified Party as a result of the events giving rise to the claim for indemnification. Any Indemnified Party that becomes aware of Losses for which it intends to seek indemnification hereunder shall use commercially reasonable efforts to collect any amounts to which it may be entitled under insurance policies or from third parties (pursuant to indemnification agreements or otherwise) and shall use commercially reasonable efforts to mitigate such Losses.

ARTICLE X
ADDITIONAL REMEDIES FOR BREACH OF THIS AGREEMENT

Section 10.1 *Buye r ' s Investigation; Disclaimer of Representations and Warranties* . **T HE B UYER HAS CONDUCTED ITS OWN INDEPENDENT REVIEW AND ANALYSIS OF THE C OMPANIES , INCLUDING THE OPERATIONS , ASSETS , LIABILITIES , RESULTS OF OPERATIONS , FINANCIAL CONDITION , SOFTWARE , TECHNOLOGY AND PROSPECTS OF THE C OMPANIES , AND ACKNOWLEDGES THAT IT HAS BEEN PROVIDED ACCESS TO THE PERSONNEL , PROPERTIES , PREMISES AND RECORDS OF THE C OMPANIES FOR SUCH PURPOSE . I N ENTERING INTO THIS A GREEMENT , THE B UYER HAS RELIED SOLELY UPON ITS OWN INVESTIGATION AND ANALYSIS AND THE REPRESENTATIONS AND WARRANTIES SET FORTH IN A RTICLE III AND A RTICLE IV OF THIS A GREEMENT , AND THE B UYER : (A) ACKNOWLEDGES THAT , OTHER THAN THE REPRESENTATIONS AND WARRANTIES SET FORTH IN A RTICLE III AND A RTICLE IV OF THIS A GREEMENT , NONE OF THE S ELLER , ANY C OMPANY OR ANY OF THEIR RESPECTIVE R EPRESENTATIVES MAKES OR HAS MADE ANY REPRESENTATION OR WARRANTY , EITHER EXPRESS OR IMPLIED , AS TO THE ACCURACY OF COMPLETENESS OF ANY OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO THE B UYER OR ITS R EPRESENTATIVES (INCLUDING ANY INFORMATION PROVIDED OR MADE AVAILABLE TO THE B UYER IN ANY " DATA ROOM "); AND (B) AGREES , TO THE FULLEST EXTENT PERMITTED BY LAW , THAT NEITHER THE S ELLER NOR ANY**

OF ITS REPRESENTATIVES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER TO THE BUYER OR ITS REPRESENTATIVES ON ANY BASIS (INCLUDING IN CONTRACT, QUASI-CONTRACT, BREACH OF REPRESENTATION AND WARRANTY (EXPRESS OR IMPLIED), PERSONAL INJURY, OR OTHER TORT, UNDER LAW OR OTHERWISE) BASED UPON ANY INFORMATION PROVIDED OR MADE AVAILABLE, OR STATEMENTS MADE, TO THE BUYER OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, CONTROLLING PERSONS, ADVISORS, AGENTS OR OTHER REPRESENTATIVES (OR ANY OMISSIONS THEREFROM). THE BUYER HAS RELIED ON NO REPRESENTATION OR WARRANTY OTHER THAN AS SPECIFICALLY SET FORTH IN ARTICLE III AND ARTICLE IV OF THIS AGREEMENT. EXCEPT AS SPECIFICALLY SET FORTH IN ARTICLE III AND ARTICLE IV OF THIS AGREEMENT, (I) THE SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF OR OTHERWISE IN ANY WAY RELATING TO THE SELLER, ANY COMPANY OR ITS LIABILITIES OR OPERATIONS, INCLUDING WITH RESPECT TO VALUE, CONDITION (INCLUDING ENVIRONMENTAL CONDITION) OR PERFORMANCE OR MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR ANY PURPOSE (BOTH GENERALLY OR FOR ANY PARTICULAR PURPOSE) AND WITH RESPECT TO FUTURE REVENUE, PROFITABILITY OR THE SUCCESS OF ANY COMPANY AND (II) ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

ARTICLE XI
GENERAL PROVISIONS

Section 11.1 *Amendment and Modification*. This Agreement may be amended, modified or supplemented at any time by the Parties, pursuant to an instrument in writing signed by all of the Parties.

Section 11.2 *Entire Agreement; Assignment*.

(a) This Agreement (including the Exhibits and Schedules hereto), the Confidentiality Agreement and the other Transaction Documents (a) constitute the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede other prior agreements and understandings both written and oral among the Parties with respect to the subject matter hereof and thereof and (b) subject to Section 11.2(b), shall not be assigned, by operation of Law or otherwise, by a Party, without the prior written consent of the other Party. Any attempted assignment in violation of this Section 11.2 shall be void and without effect.

(b) Notwithstanding anything herein to the contrary, the Buyer shall have the right, at any time prior to the Closing, upon delivery of written notice to the Seller and without the consent of the Seller, to assign this Agreement to DKL or its wholly-owned subsidiary (the "Alternate Buyer"); *provided*, *however*, that to the extent GPP or its Affiliate is no longer a member of the Buyer, then Buyer shall be obligated to assign this Agreement to the Alternate Buyer. Such assignment shall be effective upon execution (i) by the Alternate Buyer of a written joinder hereto providing that all references to the Buyer herein shall apply, *mutatis mutandis*, to the Alternate Buyer in the place and stead of the Buyer and all references to the Buyer Parent herein shall refer solely to DKL and (ii) by DKL of a replacement Buyer Parent Guaranty, in form and substance equivalent to Exhibit A hereto, but providing for DKL's guaranty of all of the Guaranteed Obligations (as defined therein) of the Alternate Buyer thereunder from and after effectiveness of the assignment; *provided, however,* that upon the delivery of such replacement

Buyer Parent Guaranty and effectiveness of such assignment, the original Buyer Parent Guaranties executed and delivered by DKL and GPP concurrently with the execution of this Agreement shall automatically terminate without any further action by DKL, GPP, the Beneficiary (as defined in the Buyer Parent Guaranties) or any other Person.

Section 11.3 *Severability* . The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 11.4 *Expenses* . Except as otherwise provided in this Agreement, all costs and expenses (including legal, accounting and financial advisory fees and expenses) incurred in connection with, or in anticipation of, this Agreement and the transactions contemplated hereby, shall be paid by the Party incurring such expenses.

Section 11.5 *Waiver* . Except as otherwise expressly provided in this Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by any Party, and no course of dealing between the Parties, shall constitute a waiver of any such right, power or remedy. No waiver by a Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced.

Section 11.6 *Counterparts* . This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties. Signatures to this Agreement transmitted by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

Section 11.7 *Governing La w* . **T HIS A GREEMENT AND THE LEGAL RELATIONS BETWEEN THE P ARTIES AND ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS A GREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE L AWS OF THE S TATE OF T EXAS , USA WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF L AWS THAT WOULD PERMIT OR REQUIRE THE APPLICATION OF LAWS OF ANY OTHER J URISDICTION .**

Section 11.8 *Exclusive Jurisdiction* . Each of the Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Texas located in the County of Harris, or of the United States of America sitting in the Southern District of Texas, and any appellate court from any thereof, in any Proceeding arising out of or relating to this Agreement or any other Transaction Document or any agreements contemplated hereby or thereby for any reason other than the failure to serve process in accordance with this Section 11.8 , and irrevocably waive the defense of an inconvenient forum or an improper venue to the maintenance of any such Proceeding. Any service of process to be made in such Proceeding may be made by delivery of process in accordance with the notice provisions contained in Section 11.10 . The consents to jurisdiction set forth in this Section 11.8 shall not constitute general consents to service of process in the State of Texas and shall have no effect for any purpose except as provided in this Section 11.8 and shall not be deemed to confer rights on any Person other than the Parties. The Parties agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. In addition, each of the Parties hereto agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court.

Section 11.9 *Waiver of Jury Trial* .

(a) **E ACH P ARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS A GREEMENT OR ANY OTHER T RANSACTION D OCUMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES , AND THEREFORE EACH OF THE P ARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY P ROCEEDING ARISING OUT OF OR RELATING TO THIS A GREEMENT OR ANY OTHER T RANSACTION D OCUMENT OR ANY AGREEMENTS CONTEMPLATED HEREBY OR THEREBY . T HE P ARTIES ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND THAT MIGHT , BUT FOR THIS WAIVER , BE REQUIRED . T HE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION , INCLUDING CONTRACT CLAIMS , TORT CLAIMS , BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS . T HIS WAIVER IS IRREVOCABLE , MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING , AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS , RENEWALS , SUPPLEMENTS OR MODIFICATIONS TO THIS A GREEMENT . I N THE EVENT OF LITIGATION , THIS A GREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT .**

(b) If there are any Proceedings arising out of or relating to this Agreement or any other Transaction Document or the transactions contemplated hereby or thereby, after the entry of a final written non-appealable order and if one Party has prevailed in the dispute, that Party shall be entitled to recover from the other Party all court costs, fees and expenses relating to such Proceeding, including reasonable attorneys' fees that are specifically included in such court award.

Section 11.10 *Notices and Addresses* . All notices, requests, instructions, claims, demands and other communications required or permitted to be given hereunder will be in writing and will be given if delivered by hand or sent by registered or certified mail (postage prepaid, return receipt requested) or by overnight courier (providing proof of delivery) or by e-mail

(providing confirmation of transmission). Any notice sent by courier or delivery service shall be deemed to have been given and received at the time of confirmed delivery if such time is before 5:00 p.m. (in the recipient's location) or, otherwise, on the next business day after such confirmed delivery. Any notice sent by e-mail (of a PDF attachment) shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by e-mail shall be followed reasonably promptly with a copy by mail. All such notices, requests, claims, demands or other communications will be addressed as follows:

(a) if to the Seller, to

American Midstream GP, LLC
2103 CityWest Blvd., Suite 800
Houston, Texas 77094
Attention: General Counsel
Email: legal@americanmidstream.com

With a copy to (which shall not constitute notice):

Sidley Austin LLP
1000 Louisiana, Suite 6000
Houston, Texas 77002
Attention: Cliff W. Vrielink
Email: cvrielink@sidley.com

(b) if to the Buyer, to

DKGP Energy Terminals LLC
Attention: Frederec C. Green
7102 Commerce Way
Brentwood, Tennessee 37027
Email: fred.green@delekus.com

With a copy to (which shall not constitute notice):

Delek Logistics Partners, LP
7102 Commerce Way
Brentwood, Tennessee 37027
Attention: Melissa M. Buhrig, Esq., General Counsel
Email: legalnotices@delekus.com and Melissa.Buhrig@delekus.com

and

Norton Rose Fulbright US LLP
1301 Avenue of the Americas, 30 th Floor
New York, New York 10019
Attention: Manny Rivera, Esq.
Email: manny.rivera@nortonrosefulbright.com

And

Green Plains Partners LP
Attention: Patrich Simpkins
1811 Aksarben Drive
Omaha, Nebraska 68106
Email: Patrich.Simpkins@gpreinc.com

With a copy to (which shall not constitute notice):

Green Plains Partners LP
Attention: Michelle Mapes
1811 Aksarben Drive
Omaha, Nebraska 68106
Email: Michelle.Mapes@gpreinc.com

or in any case to such other address or addresses as hereafter shall be furnished as provided in this Section 11.10 by any Party to the other Party.

Section 11.11 *No Partnership; Third -Party Beneficiaries* . Nothing in this Agreement shall be deemed to create a joint venture, partnership, Tax partnership or agency relationship between the Parties. This Agreement is solely for the benefit of (a) the Seller (and its successors and permitted assigns), with respect to the obligations of the Buyer under this Agreement; and (b) the Buyer (and its successors and permitted assigns), with respect to the obligations of the Seller under this Agreement. Except as provided in Article IX (the " Third-Party Provisions "), this Agreement shall not be deemed to confer upon or give to any other third Person any remedy, claim of liability or reimbursement, cause of action or other right. The Third-Party Provisions may be enforced by the beneficiaries thereof.

Section 11.12 *Negotiated Transaction* . The Parties, each represented by legal counsel, have each participated in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation should arise, this Agreement shall be construed as if drafted by all Parties and no presumption or burden of proof shall arise favoring or burdening any Party by virtue of the authorship of any of the provisions of this Agreement.

Section 11.13 *Time of the Essence* . With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

Section 11.14 *Specific Performance* .

(a) The Parties agree that if any of the provisions of this Agreement (including, without limitation, the covenants set forth in Section 6.15 or Section 6.16) were not performed in accordance with their specific terms on a timely basis or were otherwise breached, irreparable damage would occur, no adequate remedy at law would exist (even if damages would be available) and damages would be difficult to determine, and that, unless this Agreement has been terminated in accordance with its terms, the Parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement, to enforce specifically the terms and provisions of this Agreement and to compel performance by the Parties of their respective obligations set forth in this Agreement, without the necessity of proving the inadequacy of money damages as a remedy, in addition to any other remedy at law or in equity.

(b) Without limiting the general right to specific performance set forth in Section 11.14(a), each of the Parties acknowledges and agrees that, due to the nature of the Companies, including the unique nature of the customer relationships and other facts and circumstances, a non-breaching Party would be damaged irreparably if a Party breaches its obligation to consummate the transactions contemplated by this Agreement as required hereunder, *provided* that all of the conditions to Closing set forth hereunder have been satisfied or waived by the Party seeking to enforce this Agreement (other than the covenants in Section 2.3 and Section 2.6, which the Party seeking enforcement would be otherwise prepared to satisfy). Accordingly, in the event of any such breach of a Party's obligation to consummate the Closing, *provided* that all of the conditions to Closing set forth hereunder have been satisfied or waived by the Party seeking to enforce this Agreement (other than the covenants in Section 2.3 and Section 2.6, which the Party seeking enforcement would be otherwise prepared to satisfy), then the Parties acknowledge and agree that the Party seeking to enforce this Agreement shall be entitled, at its election, to specifically enforce the performance of the other Party's obligation to consummate the Closing as required hereunder in any Proceeding, including a Proceeding for injunctive relief.

(c) Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason in equity or at law, other than on the basis that such remedy is not expressly available pursuant to the terms of this Agreement. Any Party seeking an injunction or injunctions to prevent breaches or threatened breaches of this Agreement when expressly available pursuant to the terms of this Agreement and to enforce specifically the terms and provisions of this Agreement when expressly available pursuant to the terms of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. Without limiting the generality of the foregoing, the Parties hereto hereby irrevocably waive any right of rescission they may otherwise have or to which they may become entitled.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

BUYER:

DKGP ENERGY TERMINALS LLC

By: /s/ Alan Moret
Name: Alan Moret
Title: Co-Managing Director

By: /s/ George P. Simpkins
Name: George P. Simpkins
Title: Co-Managing Director

SELLER:

AMID MERGER LP

By: ARGO Merger GP Sub, LLC, its general partner

By: /s/ Lynn L. Bourdon III
Lynn L. Bourdon III
President, Chief Executive Officer and
Chairman of the Board of Directors

[Signature Page to Membership Interest Purchase Agreement]

EXHIBIT 2.1(b)

GUARANTY AGREEMENT (BUYER)

THIS GUARANTY AGREEMENT (this " Guaranty ") is entered into as of February 16, 2018 by Delek Logistics Partners, LP, a Delaware limited partnership (" DKL ") and Green Plains Partners LP, a Delaware limited partnership (" GPP ", and together with DKL, the " Guarantors "), in favor of AMID Merger LP, a Delaware limited partnership (the " Beneficiary "). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the MIPA (as defined below).

W I T N E S S E T H :

WHEREAS, the Beneficiary and DKGP Energy Terminals LLC, a Delaware limited liability company (the " Buyer "), have entered into that certain Membership Interest Purchase Agreement dated as of the date hereof (the " MIPA ");

WHEREAS, DKL owns a 50% membership interest in the Buyer, and BlendStar LLC, a Texas limited liability company and wholly-owned subsidiary of GPP, owns a 50% membership interest in the Buyer;

WHEREAS, in order to induce the Beneficiary to enter into the MIPA, the Guarantors are willing to agree, subject to the terms and conditions of this Guaranty, to guarantee the payment and performance of all obligations and liabilities (including, without limitation, payment of all amounts payable by the Buyer under the Transaction Documents and the performance of all of the Buyer's covenants and obligations set forth in the Transaction Documents) of the Buyer now existing or hereafter arising under the MIPA or any of the other Transaction Documents (collectively, the " Guaranteed Obligations "); *provided* that the guaranty obligations of the Guarantors hereunder shall be several to the extent of their respective 50% share of the Guaranteed Obligations, and not joint; and

WHEREAS, the Guarantors will directly or indirectly benefit from the entry into the MIPA and the other Transaction Documents and the consummation of the transactions contemplated thereby by the Buyer.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Representations, Warranties and Covenants . Each Guarantor, solely as to itself, represents and warrants to the Beneficiary as of the date of this Guaranty, and after giving effect to the consummation of the transactions contemplated by the MIPA on the Closing Date:

(a) Such Guarantor (i) is duly organized, validly existing and in good standing (or equivalent) under the laws of the jurisdiction of its incorporation or formation, (ii) has the power and authority to own its properties and to carry on its business as now being and hereafter

proposed to be conducted, (iii) is duly qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification and authorization and (iv) has all requisite corporate, partnership, trust or limited liability power and authority, as the case may be, to own, operate and encumber its property and to conduct its business in each jurisdiction in which its business is conducted or proposed to be conducted.

(b) Such Guarantor has the right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Guaranty. This Guaranty has been duly executed and delivered by such Guarantor's duly authorized officers, and each such document constitutes the legal, valid and binding obligation of such Guarantor that is a party thereto, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies.

(c) The execution, delivery and performance by such Guarantor of this Guaranty, in accordance with its respective terms and the transactions contemplated hereby do not and will not, by the passage of time, the giving of notice or otherwise, (i) require any approval of a Governmental Authority or violate any applicable Law relating to such Guarantor, (ii) conflict with, result in a breach of or constitute a default under the certificate of limited partnership, limited partnership agreement or other organizational documents of such Guarantor, (iii) conflict with, result in a breach of or constitute a default under any indenture, agreement or other instrument to which such Guarantor is a party or by which any of its properties may be bound or any Governmental Authority approval relating to such Guarantor, (iv) result in or require the creation or imposition of any Lien (other than Permitted Liens) upon or with respect to any property now owned or hereafter acquired by such Guarantor or any subsidiary thereof or (v) require any consent or authorization of, filing with, or other act in respect of, an arbitrator or Governmental Authority and no consent of such Guarantor or any subsidiary thereof is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty.

(d) Such Guarantor (i) has all Governmental Authority approvals required by any applicable Law for it to conduct its business, each of which is in full force and effect, is final and not subject to review on appeal and is not the subject of any pending or, to its knowledge, threatened attack by direct or collateral proceeding, (ii) is in compliance with each Governmental Authority approval applicable to it and in compliance with all other applicable Laws relating to it or any of its respective properties, (iii) has timely filed all material reports, documents and other materials required to be filed by it under all applicable Laws with any Governmental Authority and has retained all material records and documents required to be retained by it under applicable Law and (iv) has not received any indication or notice of investigation, inquiry or non-compliance from any Governmental Authority.

SECTION 2. The Guaranty . Each Guarantor, severally to the extent of its respective 50% share of the Guaranteed Obligations, but not jointly, hereby unconditionally guarantees the full and punctual payment and performance when due of the Guaranteed Obligations. Neither Guarantor shall be required to pay or perform any part of the 50% share of the Guaranteed Obligations of the other Guarantor; however, the Guarantors shall cooperate in the performance

of any Guaranteed Obligations that do not entail payments. References in this Guaranty to the Guaranteed Obligations shall refer to the 50% share of the Guaranteed Obligations of each Guarantor, as the context requires. Upon the failure by the Buyer to pay punctually any such amount or perform such obligation, subject to any applicable grace or notice and cure period, each Guarantor agrees that it shall forthwith on demand pay its 50% share of such amount or perform such obligation at the place and in the manner specified in the MIPA or the relevant other Transaction Documents, as the case may be. Each Guarantor hereby agrees that this Guaranty is an absolute, irrevocable and unconditional guaranty of payment and is not a guaranty of collection.

SECTION 3. Guaranty Unconditional . The several obligations of each Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations;

(ii) any modification or amendment of or supplement to the MIPA;

(iii) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any collateral securing the Guaranteed Obligations or any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect security for the Guaranteed Obligations;

(iv) any change in the corporate, partnership, limited liability company or other existence, structure or ownership of the Buyer or any other guarantor of any of the Guaranteed Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Buyer or any other guarantor of the Guaranteed Obligations, or any of their respective assets or any resulting release or discharge of any obligation of the Buyer or any other guarantor of any of the Guaranteed Obligations;

(v) the existence of any claim, setoff or other rights which such Guarantor may have at any time against the Buyer, any other guarantor of any of the Guaranteed Obligations or any other Person, whether in connection herewith or in connection with any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Guaranteed Obligations or any part thereof, or any other invalidity or unenforceability relating to or against the Buyer or any other guarantor of any of the Guaranteed Obligations, for any reason related to the Transaction Documents, or any provision of applicable law or regulation purporting to prohibit the payment by the Buyer or any other guarantor of the Guaranteed Obligations, of any of the Guaranteed Obligations;

(vii) the election by, or on behalf of, the Beneficiary, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code (11 U.S.C. 101 et seq.) (together with any successor statute, the " Bankruptcy Code "), of the application of Section 1111(b)(2) of the Bankruptcy Code;

(viii) any borrowing or grant of a security interest by the Buyer, as debtor-in-possession, under Section 364 of the Bankruptcy Code;

(ix) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of the claims of the Beneficiary for repayment of all or any part of the Guaranteed Obligations;

(x) the failure of any other guarantor to sign or become party to this Guaranty or any amendment, change, or reaffirmation hereof; or

(xi) any other act or omission to act or delay of any kind by the Buyer, any other guarantor of the Guaranteed Obligations, the Beneficiary or any other Person or any other circumstance whatsoever which might, but for the provisions of this Section 3 , constitute a legal or equitable discharge of such Guarantor's several obligations hereunder.

SECTION 4. Termination; Reinstatement In Certain Circumstances . Each Guarantor's obligations hereunder shall remain in full force and effect until the earliest of (i) the termination of the MIPA in accordance with the terms thereof and the expiration of the obligations of the Buyer thereunder that survive termination; *provided, however* , that if a claim or demand has been made prior to such termination and expiration of obligations that survive termination by the Beneficiary against either Guarantor or any of its Affiliates, or against the Buyer under the MIPA, then this Guaranty shall remain in full force and effect until such claim or demand has been finally resolved, (ii) the satisfaction of the Guaranteed Obligations and (iii) the date that is the ten-year anniversary of the date hereof (such time the " Termination Date ") at which time, subject to all the foregoing conditions, the guarantees made hereunder shall be terminated. In connection with the foregoing, the Beneficiary shall execute and deliver to each Guarantor or such Guarantor's designee, at such Guarantor's expense, any documents or instruments which such Guarantor shall reasonably request from time to time to evidence such termination and release. Notwithstanding the foregoing, in the event that the MIPA is assigned to the Alternate Buyer pursuant to Section 11.2(b) thereof, upon execution and delivery of the documentation required for effectiveness of such assignment, this Guaranty shall automatically terminate without any further action by DKL, GPP, the Beneficiary or any other Person and " Termination Date " shall refer to the date of effectiveness of such assignment.

SECTION 5. General Waivers; Additional Waivers .

(a) General Waivers . Each Guarantor, solely as to itself, irrevocably waives acceptance hereof, presentment, demand or action on delinquency, protest, the benefit of any statutes of limitations and, to the fullest extent permitted by law, any notice not provided for herein or under the other Transaction Documents, as well as any requirement that at any time any action be taken by any Person against the Buyer or any other Person.

(b) Additional Waivers . Notwithstanding anything herein to the contrary, each Guarantor, solely as to itself, hereby absolutely, unconditionally, knowingly, and expressly waives, to the fullest extent permitted by law:

(i) any right it may have to revoke this Guaranty as to future indebtedness or notice of acceptance hereof;

(ii) (A) notice of the creation or existence of any Guaranteed Obligations; (B) notice of the amount of the Guaranteed Obligations, subject, however, to such Guarantor's right to make inquiry of the Beneficiary to ascertain the amount of the Guaranteed Obligations at any reasonable time; (C) notice of any adverse change in the financial condition of the Buyer or of any other fact that might increase such Guarantor's risk hereunder; (D) notice of presentment for payment, demand, protest, and notice thereof as to any instruments among the Transaction Documents; (E) notice of any default; and (F) all other notices (except if such notice is specifically required to be given to such Guarantor hereunder) and demands to which such Guarantor might otherwise be entitled;

(iii) its right, if any, to require the Beneficiary to institute suit against, or to exhaust any rights and remedies which the Beneficiary has or may have against, any third party;

(iv) (A) any rights to assert against the Beneficiary, any defense (legal or equitable), set-off, counterclaim, or claim which such Guarantor may now or at any time hereafter have against any other party liable to the Beneficiary; (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor; (C) any defense such Guarantor has to performance hereunder, and any right such Guarantor has to be exonerated, arising by reason of: the alteration by the Beneficiary of the Guaranteed Obligations or the acceptance by the Beneficiary of anything in partial satisfaction of the Guaranteed Obligations; and (D) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to such Guarantor's liability hereunder; and

(v) any defense arising by reason of or deriving from (A) any claim or defense based upon an election of remedies by the Beneficiary; or (B) any election by the Beneficiary under Section 1111(b) of Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect (or any successor statute), to limit the amount of, or any collateral securing, its claim against such Guarantor.

SECTION 6. Subordination of Subrogation; Subordination of Intercompany Indebtedness .

(a) Subordination of Subrogation . Until the Termination Date, each Guarantor agrees, as to itself, that such Guarantor: (i) shall have no right of subrogation with respect to the Guaranteed Obligations and (ii) waives any right to enforce any remedy which the Beneficiary now has or may hereafter have against the Buyer, any endorser or any guarantor of all or any part of the secured obligations or any other Person, and, until such time, such Guarantor waives any benefit of, and any right to participate in, any security or collateral given to the Beneficiary to secure the payment or performance of all or any part of the Guaranteed Obligations or any other liability of the Buyer to the Beneficiary. Should such Guarantor have the right, notwithstanding the foregoing, to exercise its subrogation rights, such Guarantor hereby expressly and irrevocably (A) subordinates any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off that such Guarantor may have to the payment in full in cash of the Guaranteed Obligations until the Termination Date and (B) waives any and all defenses available to a surety, guarantor or accommodation co-Person until the Termination Date. Such Guarantor acknowledges and agrees that this subordination is intended to benefit the Beneficiary and shall not limit or otherwise affect such Guarantor's liability hereunder or the enforceability of this Guaranty, and that the Beneficiary and its successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 6 .

(b) Subordination of Intercompany Indebtedness . Each Guarantor agrees, as to itself, that any and all claims of such Guarantor against the Buyer with respect to any "Intercompany Indebtedness" (as hereinafter defined), any endorser of all or any part of the Guaranteed Obligations or against any of their respective properties shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen). Notwithstanding any right of such Guarantor to ask, demand, sue for, take or receive any payment from the Buyer, all rights, liens and security interests of such Guarantor, whether now or hereafter arising and howsoever existing, in any assets of the Buyer shall be and are subordinated to the rights of the Beneficiary in those assets. Such Guarantor shall not have any right to possession of any such asset or to foreclose upon any such asset, whether by judicial action or otherwise, unless and until all of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen) shall have been fully paid and satisfied and all financing arrangements pursuant to any Transaction Document have been terminated. If all or any part of the assets of the Buyer, or the proceeds thereof, are subject to any distribution, division or application to the creditors of the Buyer, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, or if the business of the Buyer is dissolved or if substantially all of the assets of the Buyer are sold, then, and in any such event (such events being herein referred to as an " Insolvency Event "), any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon

or with respect to any indebtedness the Buyer to such Guarantor (" Intercompany Indebtedness ") shall be paid or delivered directly to the Beneficiary for application on any of the Guaranteed Obligations, due or to become due, until such Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen) shall have first been fully paid and satisfied. Should any payment, distribution, security or instrument or proceeds thereof be received by such Guarantor upon or with respect to the Intercompany Indebtedness after any Insolvency Event and prior to the satisfaction of all of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen), such Guarantor shall receive and hold the same in trust, as trustee, for the benefit of the Beneficiary and shall forthwith deliver the same to the Beneficiary, in precisely the form received (except for the endorsement or assignment of such Guarantor where necessary), for application to any of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen), due or not due, and, until so delivered, the same shall be held in trust by such Guarantor as the property of the Beneficiary. If such Guarantor fails to make any such endorsement or assignment to the Beneficiary, the Beneficiary or any of its officers or employees is irrevocably authorized to make the same. Such Guarantor agrees that until the Termination Date, such Guarantor will not assign or transfer to any Person (other than the Beneficiary) any claim that such Guarantor has or may have against the Buyer.

SECTION 7. Stay of Acceleration . If acceleration of the time for payment of any amount payable by the Buyer under the Transaction Documents is stayed upon the insolvency, bankruptcy or reorganization of the Buyer or any of its Affiliates, all such amounts otherwise subject to acceleration under the terms of the Transaction Documents shall nonetheless be payable by each Guarantor not a party to such insolvency, bankruptcy or reorganization hereunder forthwith on demand by the Beneficiary.

SECTION 8. Notices . All notices, requests, instructions, claims, demands and other communications required or permitted to be given hereunder shall be in the manner prescribed in Section 11.10 of the MIPA with respect to the Beneficiary at its notice address therein and, with respect to each Guarantor, in the care of the Buyer at the address of the Buyer set forth in the MIPA, or such other address or telecopy number as such party may hereafter specify for such purpose in accordance with the provisions of Section 11.10 of the MIPA.

SECTION 9. No Waivers . Except as otherwise expressly provided in this Guaranty, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by the Beneficiary, and no course of dealing between the Beneficiary and the Guarantor, shall constitute a waiver of any such right, power or remedy. No waiver by the Beneficiary of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

SECTION 10. Successors and Assigns . This Guaranty is solely for the benefit of (a) the Beneficiary (and its successors and permitted assigns), with respect to the obligations of the Guarantors under this Guaranty; and (b) the Guarantors (and their respective successors and permitted assigns), with respect to the obligations of the Beneficiary under this Guaranty. This Guaranty shall not be assigned, by operation of Law or otherwise, by a party hereto, without the prior written consent of the other parties hereto. Any attempted assignment in violation of this Section 10 shall be void and without effect.

SECTION 11. Amendments . This Guaranty may be amended, modified or supplemented at any time by the Guarantors and the Beneficiary, pursuant to an instrument in writing signed by the Guarantors and the Beneficiary.

SECTION 12. **GOVERNING LAW** . **THIS GUARANTY AND THE LEGAL RELATIONS BETWEEN THE BENEFICIARY AND THE GUARANTORS AND ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD PERMIT OR REQUIRE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION** .

SECTION 13. Exclusive Jurisdiction . Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Texas or of the United States of America sitting in the Southern District of Texas, in each case located in the County of Harris, and any appellate court from any thereof, in any Proceeding arising out of or relating to this Guaranty or any agreements contemplated hereby for any reason other than the failure to serve process in accordance with this Section 13 , and irrevocably waive the defense of an inconvenient forum or an improper venue to the maintenance of any such Proceeding. Any service of process to be made in such Proceeding may be made by delivery of process in accordance with the notice provisions contained in Section 11.10 of the MIPA. The consents to jurisdiction set forth in this Section 13 shall not constitute general consents to service of process in the State of Texas and shall have no effect for any purpose except as provided in this Section 13 and shall not be deemed to confer rights on any Person other than the parties. The parties agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. In addition, each of the parties hereto agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court.

SECTION 14. **WAIVER OF JURY TRIAL .**

(a) **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GUARANTY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY AGREEMENTS CONTEMPLATED HEREBY. THE PARTIES ALSO WAIVE**

ANY BOND OR SURETY OR SECURITY UPON SUCH BOND THAT MIGHT, BUT FOR THIS WAIVER, BE REQUIRED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS GUARANTY. IN THE EVENT OF LITIGATION, THIS GUARANTY MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(b) If there are any Proceedings arising out of or relating to this Guaranty or the transactions contemplated hereby, after the entry of a final written non-appealable order and if one party has prevailed in the dispute, that party shall be entitled to recover from the counterparty in the dispute all court costs, fees and expenses relating to such Proceeding, including reasonable attorneys' fees that are specifically included in such court award.

SECTION 15. Expenses of Enforcement, Etc . Subject to the terms of the MIPA, after the occurrence and during the continuance of a breach, the Beneficiary shall have the right to commence, enforcement proceedings with respect to the Guaranteed Obligations. Each Guarantor agrees to reimburse the Beneficiary for any costs and out of pocket expenses incurred by the Beneficiary (including the fees, charges and disbursements of any counsel or advisor (financial or otherwise) for the Beneficiary), in connection with the enforcement (including, without limitation, costs and expenses incurred in connection with the collection of any of the amounts due under this Guaranty) or protection of its rights (A) in connection with this Guaranty, including its rights under this Section 15 , or (B) in connection with the payments made under the MIPA, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such payments. The Beneficiary agrees to distribute payments received from the Guarantors hereunder in accordance with the terms of the MIPA.

SECTION 16. Setoff . At any time after all or any part of the Guaranteed Obligations have become due and payable (by acceleration or otherwise), the Beneficiary and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Law, without notice to the Guarantors and regardless of the acceptance of any security or collateral for the payment hereof, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Beneficiary, or any such Affiliate to or for the credit or the account of the Guarantors against any and all of the Guaranteed Obligations now or hereafter existing under this Guaranty to the Beneficiary or any of its respective Affiliates, irrespective of whether or not the Beneficiary or any its Affiliate shall have made any demand under this Guaranty and although such obligations of the Guarantors may be contingent or unmatured or are owed to a branch or office of the Beneficiary or such Affiliate different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of the Beneficiary under this Section 16 are in addition to other rights and remedies (including other rights of setoff) which the Beneficiary may have. The Beneficiary agrees to notify the Guarantors promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 17. Financial Information . Each Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Buyer and any and all endorsers and/or other guarantors of all or any part of the Guaranteed Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations, or any part thereof, that diligent inquiry would reveal, and each Guarantor hereby agrees that the Beneficiary shall have no duty to advise the Guarantors of information known to the Beneficiary regarding such condition or any such circumstances. In the event the Beneficiary, in its sole discretion, undertakes at any time or from time to time to provide any such information to the Guarantors, the Beneficiary shall be under no obligation (i) to undertake any investigation not a part of its regular business routine, (ii) to disclose any information which the Beneficiary, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (iii) to make any other or future disclosures of such information or any other information to the Guarantors.

SECTION 18. Severability . The provisions of this Guaranty shall be deemed severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Guaranty, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Guaranty and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

SECTION 19. **ENTIRE AGREEMENT** . **THIS GUARANTY CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BOTH WRITTEN AND ORAL AMONG THE BENEFICIARY AND THE GUARANTORS WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES OTHER PRIOR AGREEMENTS AND UNDERSTANDINGS BOTH WRITTEN AN ORAL AMONG THE BENEFICIARY AND THE GUARANTORS WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

SECTION 20. Headings . Section headings in this Guaranty are for convenience of reference only and shall not govern the interpretation of any provision of this Guaranty.

SECTION 21. Counterparts . This Guaranty may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures to this Guaranty transmitted by facsimile transmission, by electronic mail in “portable document format” (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, each Guarantor has caused this Guaranty to be duly executed by its authorized officer as of the date first above written.

GUARANTORS :

DELEK LOGISTICS PARTNERS, LP
By: Delek Logistics GP, LLC, its General Partner

By: /s/ Frederec C. Green
Name: Frederec C. Green
Title: Executive Vice President

By: /s/ Avigal Soreq
Name: Avigal Soreq
Title: Executive Vice President

GREEN PLAINS PARTNERS LP
By: Green Plains Holdings LLC, its General Partner

By: /s/ Jeffrey S. Briggs
Name: Jeffrey S. Briggs
Title: Chief Operating Officer

By: /s/ George P. Simpkins
Name: George P. Simpkins
Title: Chief Development Officer

Acknowledged and Agreed to:

AMID MERGER LP,
as Beneficiary

By: ARGO Merger GP Sub, LLC its general partner

By /s/ Lynn L. Bourdon III
Name: Lynn L. Bourdon III
Title: President, Chief Executive Officer and Chairman of the Board of Directors

EXHIBIT 2.1(c)

GUARANTY AGREEMENT (SELLER)

THIS GUARANTY AGREEMENT (this " Guaranty ") is entered into as of February 16, 2018 by American Midstream Partners, LP, a Delaware limited partnership (the " Guarantor "), in favor of DKGP Energy Terminals LLC, a Delaware limited liability company (the " Beneficiary "). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the MIPA (as defined below).

W I T N E S S E T H :

WHEREAS, the Beneficiary and AMID Merger LP, a Delaware limited partnership (the " Seller "), have entered into that certain Membership Interest Purchase Agreement dated as of the date hereof (the " MIPA ");

WHEREAS, in order to induce the Beneficiary to enter into the MIPA, the Guarantor is willing to agree, subject to the terms and conditions of this Guaranty, to guarantee the payment and performance of all obligations and liabilities (including, without limitation, payment of all amounts payable by the Seller under the Transaction Documents and the performance of all of the Seller's covenants and obligations set forth in the Transaction Documents) of the Seller now existing or hereafter arising under the MIPA or any of the other Transaction Documents (collectively, the " Guaranteed Obligations "); and

WHEREAS, the Guarantor will directly or indirectly benefit from the entry into the MIPA and the other Transaction Documents and the consummation of the transactions contemplated thereby by the Seller.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Representations, Warranties and Covenants . The Guarantor represents and warrants to the Beneficiary as of the date of this Guaranty, and after giving effect to the consummation of the transactions contemplated by the MIPA on the Closing Date:

(a) The Guarantor (i) is duly organized, validly existing and in good standing (or equivalent) under the laws of the jurisdiction of its incorporation or formation, (ii) has the power and authority to own its properties and to carry on its business as now being and hereafter proposed to be conducted, (iii) is duly qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification and authorization and (iv) has all requisite corporate, partnership, trust or limited liability power and authority, as the case may be, to own, operate and encumber its property and to conduct its business in each jurisdiction in which its business is conducted or proposed to be conducted.

(b) The Guarantor has the right, power and authority and has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Guaranty. This Guaranty has been duly executed and delivered by the Guarantor's duly authorized officers, and each such document constitutes the legal, valid and binding obligation of the Guarantor that is a party thereto, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar state or federal debtor relief laws from time to time in effect which affect the enforcement of creditors' rights in general and the availability of equitable remedies.

(c) The execution, delivery and performance by the Guarantor of this Guaranty, in accordance with its respective terms and the transactions contemplated hereby do not and will not, by the passage of time, the giving of notice or otherwise, (i) require any approval of a Governmental Authority or violate any applicable Law relating to the Guarantor, (ii) conflict with, result in a breach of or constitute a default under the Certificate of Limited Partnership, Fifth Amended and Restated Agreement of Limited Partnership, as amended to date, or other organizational documents of the Guarantor, (iii) conflict with, result in a breach of or constitute a default under any indenture, agreement or other instrument to which the Guarantor is a party or by which any of its properties may be bound or any Governmental Authority approval relating to the Guarantor, (iv) result in or require the creation or imposition of any Lien (other than Permitted Liens) upon or with respect to any property now owned or hereafter acquired by the Guarantor or any subsidiary thereof or (v) require any consent or authorization of, filing with, or other act in respect of, an arbitrator or Governmental Authority and no consent of the Guarantor or any subsidiary thereof is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty.

(d) The Guarantor (i) has all Governmental Authority approvals required by any applicable Law for it to conduct its business, each of which is in full force and effect, is final and not subject to review on appeal and is not the subject of any pending or, to its knowledge, threatened attack by direct or collateral proceeding, (ii) is in compliance with each Governmental Authority approval applicable to it and in compliance with all other applicable Laws relating to it or any of its respective properties, (iii) has timely filed all material reports, documents and other materials required to be filed by it under all applicable Laws with any Governmental Authority and has retained all material records and documents required to be retained by it under applicable Law and (iv) has not received any indication or notice of investigation, inquiry or non-compliance from any Governmental Authority.

SECTION 2. The Guaranty . The Guarantor hereby unconditionally guarantees the full and punctual payment and performance when due of the Guaranteed Obligations. Upon the failure by the Seller to pay punctually any such amount or perform such obligation, subject to any applicable grace or notice and cure period, the Guarantor agrees that it shall forthwith on demand pay such amount or perform such obligation at the place and in the manner specified in the MIPA or the relevant other Transaction Documents, as the case may be. The Guarantor hereby agrees that this Guaranty is an absolute, irrevocable and unconditional guaranty of payment and is not a guaranty of collection.

SECTION 3. Guaranty Unconditional . The obligations of the Guarantor hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations;

(ii) any modification or amendment of or supplement to the MIPA;

(iii) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any collateral securing the Guaranteed Obligations or any part thereof, any other guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect security for the Guaranteed Obligations;

(iv) any change in the corporate, partnership, limited liability company or other existence, structure or ownership of the Seller or any other guarantor of any of the Guaranteed Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Seller or any other guarantor of the Guaranteed Obligations, or any of their respective assets or any resulting release or discharge of any obligation of the Seller or any other guarantor of any of the Guaranteed Obligations;

(v) the existence of any claim, setoff or other rights which the Guarantor may have at any time against the Seller, any other guarantor of any of the Guaranteed Obligations or any other Person, whether in connection herewith or in connection with any unrelated transactions, provided that nothing herein shall prevent the assertion of any such claim by separate suit or compulsory counterclaim;

(vi) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Guaranteed Obligations or any part thereof, or any other invalidity or unenforceability relating to or against the Seller or any other guarantor of any of the Guaranteed Obligations, for any reason related to the Transaction Documents, or any provision of applicable law or regulation purporting to prohibit the payment by the Seller or any other guarantor of the Guaranteed Obligations, of any of the Guaranteed Obligations;

(vii) the election by, or on behalf of, the Beneficiary, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code (11 U.S.C. 101 et seq.) (together with any successor statute, the " Bankruptcy Code "), of the application of Section 1111(b)(2) of the Bankruptcy Code;

(viii) any borrowing or grant of a security interest by the Seller, as debtor-in-possession, under Section 364 of the Bankruptcy Code;

(ix) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of the claims of the Beneficiary for repayment of all or any part of the Guaranteed Obligations;

(x) the failure of any other guarantor to sign or become party to this Guaranty or any amendment, change, or reaffirmation hereof; or

(xi) any other act or omission to act or delay of any kind by the Seller, any other guarantor of the Guaranteed Obligations, the Beneficiary or any other Person or any other circumstance whatsoever which might, but for the provisions of this Section 3, constitute a legal or equitable discharge of any Guarantor's obligations hereunder.

SECTION 4. Termination; Reinstatement In Certain Circumstances. The Guarantor's obligations hereunder shall remain in full force and effect until the earliest of (i) the termination of the MIPA in accordance with the terms thereof and the expiration of the obligations of the Seller thereunder that survive termination; *provided, however*, that if a claim or demand has been made prior to such termination and expiration of obligations that survive termination by the Beneficiary against the Guarantor or any of its Affiliates, or against the Seller under the MIPA, then this Guaranty shall remain in full force and effect until such claim or demand has been finally resolved, (ii) the satisfaction of the Guaranteed Obligations and (iii) the date that is the ten-year anniversary of the date hereof (such time the "Termination Date") at which time, subject to all the foregoing conditions, the guarantees made hereunder shall be terminated. In connection with the foregoing, the Beneficiary shall execute and deliver to the Guarantor or the Guarantor's designee, at the Guarantor's expense, any documents or instruments which the Guarantor shall reasonably request from time to time to evidence such termination and release.

SECTION 5. General Waivers; Additional Waivers.

(a) General Waivers. The Guarantor irrevocably waives acceptance hereof, presentment, demand or action on delinquency, protest, the benefit of any statutes of limitations and, to the fullest extent permitted by law, any notice not provided for herein or under the other Transaction Documents, as well as any requirement that at any time any action be taken by any Person against the Seller or any other Person.

(b) Additional Waivers. Notwithstanding anything herein to the contrary, the Guarantor hereby absolutely, unconditionally, knowingly, and expressly waives, to the fullest extent permitted by law:

(i) any right it may have to revoke this Guaranty as to future indebtedness or notice of acceptance hereof;

(ii) (A) notice of the creation or existence of any Guaranteed Obligations; (B) notice of the amount of the Guaranteed Obligations, subject, however, to the Guarantor's right to make inquiry of the Beneficiary to ascertain the amount of the Guaranteed Obligations at any reasonable time; (C) notice of any adverse change in the

financial condition of the Seller or of any other fact that might increase the Guarantor's risk hereunder; (D) notice of presentment for payment, demand, protest, and notice thereof as to any instruments among the Transaction Documents; (E) notice of any default; and (F) all other notices (except if such notice is specifically required to be given to the Guarantor hereunder) and demands to which the Guarantor might otherwise be entitled;

(iii) its right, if any, to require the Beneficiary to institute suit against, or to exhaust any rights and remedies which the Beneficiary has or may have against, any third party;

(iv) (A) any rights to assert against the Beneficiary, any defense (legal or equitable), set-off, counterclaim, or claim which the Guarantor may now or at any time hereafter have against any other party liable to the Beneficiary; (B) any defense, set-off, counterclaim, or claim, of any kind or nature, arising directly or indirectly from the present or future lack of perfection, sufficiency, validity, or enforceability of the Guaranteed Obligations or any security therefor; (C) any defense the Guarantor has to performance hereunder, and any right the Guarantor has to be exonerated, arising by reason of: the alteration by the Beneficiary of the Guaranteed Obligations or the acceptance by the Beneficiary of anything in partial satisfaction of the Guaranteed Obligations; and (D) the benefit of any statute of limitations affecting the Guarantor's liability hereunder or the enforcement thereof, and any act which shall defer or delay the operation of any statute of limitations applicable to the Guaranteed Obligations shall similarly operate to defer or delay the operation of such statute of limitations applicable to the Guarantor's liability hereunder; and

(v) any defense arising by reason of or deriving from (A) any claim or defense based upon an election of remedies by the Beneficiary; or (B) any election by the Beneficiary under Section 1111(b) of Title 11 of the United States Code entitled "Bankruptcy", as now and hereafter in effect (or any successor statute), to limit the amount of, or any collateral securing, its claim against the Guarantor.

SECTION 6. Subordination of Subrogation; Subordination of Intercompany Indebtedness .

(a) Subordination of Subrogation . Until the Termination Date, the Guarantor (i) shall have no right of subrogation with respect to such Guaranteed Obligations and (ii) waives any right to enforce any remedy which the Beneficiary now has or may hereafter have against the Seller, any endorser or any guarantor of all or any part of the secured obligations or any other Person, and, until such time, the Guarantor waives any benefit of, and any right to participate in, any security or collateral given to the Beneficiary to secure the payment or performance of all or any part of the Guaranteed Obligations or any other liability of the Seller to the Beneficiary. Should the Guarantor have the right, notwithstanding the foregoing, to exercise its subrogation rights, the Guarantor hereby expressly and irrevocably (A) subordinates any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off that the Guarantor may have to the payment in full in cash of the Guaranteed Obligations until the Termination Date and (B) waives any and all defenses available to a surety, guarantor or accommodation co-Person until the Termination Date. The Guarantor acknowledges and agrees

that this subordination is intended to benefit the Beneficiary and shall not limit or otherwise affect the Guarantor's liability hereunder or the enforceability of this Guaranty, and that the Beneficiary and its successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 6 .

(b) Subordination of Intercompany Indebtedness . The Guarantor agrees that any and all claims of the Guarantor against the Seller with respect to any "Intercompany Indebtedness" (as hereinafter defined), any endorser of all or any part of the Guaranteed Obligations or against any of their respective properties shall be subordinate and subject in right of payment to the prior payment, in full and in cash, of all of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen). Notwithstanding any right of the Guarantor to ask, demand, sue for, take or receive any payment from the Seller, all rights, liens and security interests of the Guarantor, whether now or hereafter arising and howsoever existing, in any assets of the Seller shall be and are subordinated to the rights of the Beneficiary in those assets. The Guarantor shall not have any right to possession of any such asset or to foreclose upon any such asset, whether by judicial action or otherwise, unless and until all of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen) shall have been fully paid and satisfied and all financing arrangements pursuant to any Transaction Document have been terminated. If all or any part of the assets of the Seller, or the proceeds thereof, are subject to any distribution, division or application to the creditors of the Seller, whether partial or complete, voluntary or involuntary, and whether by reason of liquidation, bankruptcy, arrangement, receivership, assignment for the benefit of creditors or any other action or proceeding, or if the business of the Seller is dissolved or if substantially all of the assets of the Seller are sold, then, and in any such event (such events being herein referred to as an " Insolvency Event "), any payment or distribution of any kind or character, either in cash, securities or other property, which shall be payable or deliverable upon or with respect to any indebtedness the Seller to the Guarantor (" Intercompany Indebtedness ") shall be paid or delivered directly to the Beneficiary for application on any of the Guaranteed Obligations, due or to become due, until such Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen) shall have first been fully paid and satisfied. Should any payment, distribution, security or instrument or proceeds thereof be received by the Guarantor upon or with respect to the Intercompany Indebtedness after any Insolvency Event and prior to the satisfaction of all of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen), the Guarantor shall receive and hold the same in trust, as trustee, for the benefit of the Beneficiary and shall forthwith deliver the same to the Beneficiary, in precisely the form received (except for the endorsement or assignment of the Guarantor where necessary), for application to any of the Guaranteed Obligations (other than contingent indemnification obligations that have not yet arisen), due or not due, and, until so delivered, the same shall be held in trust by the Guarantor as the property of the Beneficiary. If the Guarantor fails to make any such endorsement or assignment to the Beneficiary, the Beneficiary or any of its officers or employees is irrevocably authorized to make the same. The Guarantor agrees that until the Termination Date, the Guarantor will not assign or transfer to any Person (other than the Beneficiary) any claim that the Guarantor has or may have against the Seller.

SECTION 7. Stay of Acceleration . If acceleration of the time for payment of any amount payable by the Seller under the Transaction Documents is stayed upon the insolvency, bankruptcy or reorganization of the Seller or any of its Affiliates, all such amounts otherwise subject to acceleration under the terms of the Transaction Documents shall nonetheless be payable by the Guarantor not a party to such insolvency, bankruptcy or reorganization hereunder forthwith on demand by the Beneficiary.

SECTION 8. Notices . All notices, requests, instructions, claims, demands and other communications required or permitted to be given hereunder shall be in the manner prescribed in Section 11.10 of the MIPA with respect to the Beneficiary at its notice address therein and, with respect to the Guarantor, in the care of the Seller at the address of the Seller set forth in the MIPA, or such other address or telecopy number as such party may hereafter specify for such purpose in accordance with the provisions of Section 11.10 of the MIPA.

SECTION 9. No Waivers . Except as otherwise expressly provided in this Guaranty, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by the Beneficiary, and no course of dealing between the Beneficiary and the Guarantor, shall constitute a waiver of any such right, power or remedy. No waiver by the Beneficiary of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

SECTION 10. Successors and Assigns . This Guaranty is solely for the benefit of (a) the Beneficiary (and its successors and permitted assigns), with respect to the obligations of the Guarantor under this Guaranty; and (b) the Guarantor (and its successors and permitted assigns), with respect to the obligations of the Beneficiary under this Guaranty. This Guaranty shall not be assigned, by operation of Law or otherwise, by a party hereto, without the prior written consent of the other party hereto, except that if the MIPA is assigned to the Alternate Buyer pursuant to Section 11.2(b) thereof, the Alternate Buyer shall be substituted as the Beneficiary hereunder and the Guarantor shall execute such instruments, including a copy of this Guarantee, as the Alternate Buyer may reasonably request to evidence such substitution. Any attempted assignment in violation of this Section 10 shall be void and without effect.

SECTION 11. Amendments . This Guaranty may be amended, modified or supplemented at any time by the Guarantor and the Beneficiary, pursuant to an instrument in writing signed by the Guarantor and the Beneficiary.

SECTION 12. **GOVERNING LAW** . **THIS GUARANTY AND THE LEGAL RELATIONS BETWEEN THE BENEFICIARY AND THE GUARANTOR AND ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD PERMIT OR REQUIRE THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION** .

SECTION 13. Exclusive Jurisdiction . Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the courts of the State of Texas or of the United States of America sitting in the Southern District of Texas, in each case located in the County of Harris, and any appellate court from any thereof, in any Proceeding arising out of or relating to this Guaranty or any agreements contemplated hereby for any reason other than the failure to serve process in accordance with this Section 13 , and irrevocably waive the defense of an inconvenient forum or an improper venue to the maintenance of any such Proceeding. Any service of process to be made in such Proceeding may be made by delivery of process in accordance with the notice provisions contained in Section 11.10 of the MIPA. The consents to jurisdiction set forth in this Section 13 shall not constitute general consents to service of process in the State of Texas and shall have no effect for any purpose except as provided in this Section 13 and shall not be deemed to confer rights on any Person other than the parties. The parties agree that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law. In addition, each of the parties hereto agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court.

SECTION 14. **WAIVER OF JURY TRIAL .**

(a) **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GUARANTY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY AGREEMENTS CONTEMPLATED HEREBY. THE PARTIES ALSO WAIVE ANY BOND OR SURETY OR SECURITY UPON SUCH BOND THAT MIGHT, BUT FOR THIS WAIVER, BE REQUIRED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS GUARANTY. IN THE EVENT OF LITIGATION, THIS GUARANTY MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

(b) If there are any Proceedings arising out of or relating to this Guaranty or the transactions contemplated hereby, after the entry of a final written non-appealable order and if one party has prevailed in the dispute, that party shall be entitled to recover from the other party all court costs, fees and expenses relating to such Proceeding, including reasonable attorneys' fees that are specifically included in such court award.

SECTION 15. Expenses of Enforcement, Etc . Subject to the terms of the MIPA, after the occurrence and during the continuance of a breach, the Beneficiary shall have the right to commence, enforcement proceedings with respect to the Guaranteed Obligations. The Guarantor agrees to reimburse the Beneficiary for any costs and out of pocket expenses incurred by the Beneficiary (including the fees, charges and disbursements of any counsel or advisor (financial or otherwise) for the Beneficiary), in connection with the enforcement (including, without limitation,

costs and expenses incurred in connection with the collection of any of the amounts due under this Guaranty) or protection of its rights (A) in connection with this Guaranty, including its rights under this Section 15, or (B) in connection with the payments made under the MIPA, including all such out of pocket expenses incurred during any workout, restructuring or negotiations in respect of such payments. The Beneficiary agrees to distribute payments received from the Guarantor hereunder in accordance with the terms of the MIPA.

SECTION 16. Setoff. At any time after all or any part of the Guaranteed Obligations have become due and payable (by acceleration or otherwise), the Beneficiary and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Law, without notice to the Guarantor and regardless of the acceptance of any security or collateral for the payment hereof, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by the Beneficiary, or any such Affiliate to or for the credit or the account of the Guarantor against any and all of the Guaranteed Obligations now or hereafter existing under this Guaranty to the Beneficiary or any of its respective Affiliates, irrespective of whether or not the Beneficiary or any its Affiliate shall have made any demand under this Guaranty and although such obligations of the Guarantor may be contingent or unmatured or are owed to a branch or office of the Beneficiary or such Affiliate different from the branch, office or Affiliate holding such deposit or obligated on such indebtedness. The rights of the Beneficiary under this Section 16 are in addition to other rights and remedies (including other rights of setoff) which the Beneficiary may have. The Beneficiary agrees to notify the Guarantor promptly after any such setoff and application; provided that the failure to give such notice shall not affect the validity of such setoff and application.

SECTION 17. Financial Information. The Guarantor hereby assumes responsibility for keeping itself informed of the financial condition of the Seller and any and all endorsers and/or other guarantors of all or any part of the Guaranteed Obligations, and of all other circumstances bearing upon the risk of nonpayment of the Guaranteed Obligations, or any part thereof, that diligent inquiry would reveal, and the Guarantor hereby agrees that the Beneficiary shall have no duty to advise the Guarantor of information known to the Beneficiary regarding such condition or any such circumstances. In the event the Beneficiary, in its sole discretion, undertakes at any time or from time to time to provide any such information to the Guarantor, the Beneficiary shall be under no obligation (i) to undertake any investigation not a part of its regular business routine, (ii) to disclose any information which the Beneficiary, pursuant to accepted or reasonable commercial finance or banking practices, wishes to maintain confidential or (iii) to make any other or future disclosures of such information or any other information to the Guarantor.

SECTION 18. Severability. The provisions of this Guaranty shall be deemed severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Guaranty, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Guaranty and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

SECTION 19. **ENTIRE AGREEMENT** . **THIS GUARANTY CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BOTH WRITTEN AND ORAL AMONG THE BENEFICIARY AND THE GUARANTOR WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES OTHER PRIOR AGREEMENTS AND UNDERSTANDINGS BOTH WRITTEN AN ORAL AMONG THE BENEFICIARY AND THE GUARANTOR WITH RESPECT TO THE SUBJECT MATTER HEREOF.**

SECTION 20. Headings . Section headings in this Guaranty are for convenience of reference only and shall not govern the interpretation of any provision of this Guaranty.

SECTION 21. Counterparts . This Guaranty may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties. Signatures to this Guaranty transmitted by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed by its authorized officer as of the date first above written.

GUARANTOR:

AMERICAN MIDSTREAM PARTNERS, LP

By: /s/ Lynn L. Bourdon III
Name: Lynn L. Bourdon III
Title: President, Chief Executive Officer and Chairman of the Board of Directors

Acknowledged and Agreed to:

DKGP ENERGY TERMINALS LLC,
as Beneficiary

By: /s/ Alan Moret
Name: Alan Moret
Title: Co-Managing Director

By: /s/ George P. Simpkins
Name: George P. Simpkins
Title: Co-Managing Director

Exhibit 10.1

DKGP Energy Terminals LLC

a Delaware Limited Liability Company

LIMITED LIABILITY COMPANY AGREEMENT

THE MEMBERSHIP INTERESTS DESCRIBED AND REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR ANY APPLICABLE STATE SECURITIES LAWS ("STATE SECURITIES ACTS") AND ARE RESTRICTED SECURITIES AS THAT TERM IS DEFINED IN RULE 144 UNDER THE SECURITIES ACT.

THE MEMBERSHIP INTERESTS MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED AT ANY TIME EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR QUALIFICATION UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES ACTS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT AND AN EXEMPTION FROM OR PREEMPTION OF APPLICABLE STATE SECURITIES ACTS, THE AVAILABILITY OF WHICH IS TO BE ESTABLISHED TO THE SATISFACTION OF THE COMPANY, AND IN COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

February 16, 2018

DKGP ENERGY TERMINALS LLC

LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (this " **Agreement** ") of DKGP Energy Terminals LLC, a Delaware limited liability company (the " **Company** "), is entered into on this 16 th day of February, 2018 (" **Effective Date** ") by and between Delek Logistics Partners, LP, a Delaware limited partnership (" **DKL** ") and BlendStar LLC, a Texas limited liability company (" **BlendStar** ").

WHEREAS , the parties hereto desire to enter into this Agreement in order to set forth their rights and obligations, to provide for the Company's management, and to provide for certain other matters, all as permitted under the Act (as defined below).

NOW THEREFORE , in consideration of the mutual covenants and agreements in this Agreement and for other good and valuable consideration, the parties to this Agreement (and each Person who subsequently becomes a party to this Agreement) agree as follows:

Article 1
FORMATION OF LIMITED LIABILITY COMPANY

1.1 Formation of Limited Liability Company . The Company was formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, as it may be amended from time to time (the " **Act** "). A Certificate of Formation (such Certificate of Formation as may be amended or restated from time to time in accordance with this Agreement, is referred to herein as the " **Certificate** ") was filed with the Office of the Secretary of State of the State of Delaware on February 12, 2018, with the name "DKGP Energy Terminals LLC" for the purpose of forming the Company.

1.2 Name . The name of the Company is DKGP Energy Terminals LLC and all Business must be conducted in that name or such other names that comply with applicable Law and as the Committee may select from time to time. The Company shall be registered to do business in Texas and Arkansas.

1.3 Principal Place of Business . The address of the principal office of the Company is 7102 Commerce Way, Brentwood, Tennessee 37027 and may be moved to another location as the Committee may designate from time to time. The Company may have such other offices as the Committee may designate from time to time.

1.4 Registered Office and Registered Agent . The initial registered office of the Company and the name of the registered agent are as stated in the Certificate. The registered office and registered agent may be changed and designated by the Committee from time to time in the manner provided by Law.

1.5 Foreign Qualification . The Committee is authorized to cause the Company to comply, to the extent procedures are available and those matters are reasonably within the control of the Company, with all requirements necessary to qualify the Company as a foreign

limited liability company in Texas, Arkansas and other states where the Company will transact business, and, if necessary, to make such filings and take such actions as may be required to keep the Company in good standing in those jurisdictions. The Committee, and, if so requested by the Committee, each Member, shall execute, acknowledge and deliver such certificates and other instruments, if any, that are necessary or appropriate to qualify, continue and terminate the Company as a foreign limited liability company in all such jurisdictions in which the Company may conduct business; provided, that no Member shall be required to file any general consent to service of process or to qualify as a foreign limited partnership, corporation, limited liability company or other entity in any jurisdiction in which it is not already so qualified.

1.6 Purpose . The business and purpose for which the Company is formed is to: (A)(i) acquire from American Midstream Partners, LP and its affiliates the membership interests of AMID Refined Products LLC, a Delaware limited liability company (the " **AMID Terminal Acquisition** "), which owns (1) 100% of the membership interests of AMID NLR LLC, a Delaware limited liability company which owns the assets of the North Little Rock Refined Product Terminal (the " **North Little Rock Terminal** "), and (2) 100% of the membership interests of AMID Caddo LLC, a Delaware limited liability company which owns the assets of the Caddo Mills Refined Product Terminal (the " **Caddo Mills Terminal** "), (ii) acquire the assets of (1) DKL's light product terminal in North Little Rock, Arkansas and (2) DKL's tank farm in Greenville, Texas, together with its inbound connection to Explorer Pipeline and the outbound connections to the Mt Pleasant Pipeline and to the Caddo Mills Terminal (the " **Existing DKL Terminals** "), which are currently owned by and would be contributed to the Company by an affiliate of DKL, (iii) operate the North Little Rock Terminal, the Caddo Mills Terminal and the Existing DKL Terminals (collectively, the " **Terminals** "), and market the services and grow the earnings of such Terminals, and (iv) engage in any other businesses or enterprises agreed to by the Members in accordance this Agreement and the then-applicable Transaction Agreements (clauses (A)(i) through (A)(iv) collectively, the " **Business** "); (B) hold and otherwise own and manage all Capital Contributions and any other such assets as may be acquired by or contributed to the Company; and (C) engage in all lawful activities necessary, customary or incidental to any of the foregoing activities or other activities approved by the Committee in its sole discretion. The Company shall have all powers and privileges granted by the Act, any other Law or by this Agreement, including incidental powers thereto, to the extent that such powers and privileges are necessary, customary, convenient or incidental to the attainment of the Business and purpose as set forth in this Section 1.6 .

1.7 Term . The term of the Company began on the date the Certificate was filed with the Secretary of State of the State of Delaware and the Company shall continue in existence until termination and dissolution pursuant to this Agreement and the Act.

1.8 No State Law Partnership . It is the intent of the Members that this Company shall be treated as a partnership for U.S. federal, state and local income tax purposes. The Members do not intend for the Company to be a partnership (including a limited partnership) or joint venture under any other state or federal Law, and neither a person appointed to the Committee as a Committee Member nor the Operator shall be a partner or joint venturer of any other Member, Committee Member or the Operator by reason of this Agreement for any purposes other than under applicable federal and state tax Laws, and this Agreement shall not be construed otherwise.

1.9 Title to Company Assets . Title to the Company's assets, whether real, personal or mixed and whether tangible or intangible, shall be vested in the Company as an entity, and no Member, Committee Member or officer, individually or collectively, shall have any ownership interest in the Company's assets or any portion thereof by virtue of being a Member, Committee Member or officer.

1.10 Transaction Agreements . By the execution hereof, the Members each hereby acknowledge and agree that the Company intends to enter into the Membership Interest Purchase Agreement, and Green Plains Partners, LP, a Delaware limited partnership, and DKL intend to deliver the parent guaranty agreement contemplated therein. In addition, the Members each hereby acknowledge and agree that the Company, DKL and BlendStar (or their respective Affiliates) intend to enter into the other Transaction Agreements, and in connection therewith to amend and restate this Agreement, prior to the closing of the transactions contemplated by the Membership Interest Purchase Agreement, to reflect the matters set forth in the Letter of Intent attached hereto as Schedule A (or such other matters as DKL and BlendStar shall otherwise agree), including the application of specified previously incurred costs and expenses for the benefit of the Company to the Capital Contributions of each Member.

Article 2
MANAGEMENT; OFFICERS

2.1 Management . An operating committee consisting of four designees (the " **Committee** ") shall be established by the Company for reporting and decision making purposes. Each Member may appoint two designees (each a " **Member-Designee** " and, collectively, the " **Committee Members** "). The Company will not have "managers," as that term is used in the Act, it being understood that the Committee Members do not constitute "managers." Subject to the foregoing sentence, the Committee shall have full, exclusive and complete authority, power and discretion to manage and control the business, affairs and properties of the Company and all other acts or activities customary or incidental to the management of the Company and the Business. Decisions or actions taken by the Committee in accordance with the provisions of this Agreement shall constitute decisions or actions by the Company and shall be binding on each Member, the Committee Members, and officers and employees, if any, of the Company. Any Person dealing with the Company, other than a Member or a Member's Affiliate, may rely on the authority of the Committee or an officer of the Company in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance with it, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. Committee approval shall be required for all matters not (a) expressly delegated to the Operator pursuant to the Operating Services Agreement, or (b) otherwise expressly permitted to be undertaken by the Operator pursuant to the Operating Services Agreement. All actions of a Member with respect to the Committee shall be taken through those persons it designates to act on its behalf as a Member-Designee. Except as otherwise expressly provided in this Agreement or unless the Committee has authorized such Committee Member to take such action, no Committee Member in its capacity as such, shall have authority to bind the Company, or shall otherwise take any actions by or on behalf of the Company, such powers being reserved to the Committee Members acting through the action of the Committee in the manner authorized in this Agreement.

2.2 Actions by Committee; Total Votes . Any decision of the Committee other than those set forth in Section 2.4 or as otherwise specifically set forth herein, shall require the approval of, and only of, Member-Designees representing a majority of the Total Votes. For purposes of determining whether a voting threshold has been satisfied, the aggregate vote of Member-Designees designated by a particular Member shall be equal to fifty percent (50%); provided, however, that (a) if at any time the Percentage Interest of any Member is less than or equal to twenty five percent (25%), the votes of all Member-Designees shall be determined as follows: the aggregate vote of the Member-Designees designated by a particular Member shall be equal to (i) the Percentage Interest (at the time of such vote) of the Member who appointed such Member-Designees, times (ii) 100; and (b) in any case, such aggregate vote shall be allocated evenly among the Member-Designees designated by a Member and, if at any time there shall only be one Member-Designee of a particular Member, all of such aggregate vote of such Member shall be allocated to such Member-Designee for so long as such Member-Designee is the only designee of such Member. The sum of the votes of the Member-Designees entitled to vote at any time shall be the " **Total Votes** " at such time. For the avoidance of doubt, for purposes of determining the Total Votes with respect to any matter, each Member-Designee shall be entitled to vote on such matter, regardless of whether such Member-Designee attends or participates in the meeting or other action at which such vote is held, except as otherwise provided in Section 2.4 with respect to any particular Specified Voting Item. Except as otherwise expressly provided in this Agreement, any action or event relating to the Business conducted at a Committee meeting shall only be deemed approved if such action or event receives the required Committee approval at a meeting at which a quorum is present.

2.3 Action Requiring a Majority Vote . Without limiting Section 2.2 , but subject to Section 2.4, the following actions by the Company shall require the approval of, and only of, and no officer, employee, agent or representative of the Company shall approve or take any of the following actions with respect to the Company or its Subsidiaries without first having received approval by the Member-Designees representing at least a majority of the Total Votes:

(a) The election of or any change in the manner in which either (i) the Company or any Subsidiary or any material transaction is treated for tax purposes or (ii) any material item of income or expense is treated for tax purposes, other than elections required by Section 9.6 ;

(b) The acquisition by the Company or any Subsidiary of any equity interest in any other Person;

(c) The issuance of any equity or debt securities of the Company or any Subsidiary of the Company;

(d) An exit from the Business or entry into a line of business other than the Business by the Company or any Subsidiary, including a change to the purpose pursuant to Section 1.6 ;

(e) An adoption of any equity incentive plan of the Company or any of its Subsidiaries;

(f) An amendment to or modification of any provision of the Certificate;

(g) A declaration of any distribution on the Membership Interests of the Company, other than a distribution pursuant to Section 5.2, or as otherwise expressly approved under the terms of this Agreement;

(h) The determination of the Agreed Value of any Contributed Property or other property of the Company or the determination of the value of Company property in accordance with Section 5.3 or Section 8.2;

(i) The filing of a voluntary Bankruptcy or similar proceeding or any decision not to contest any Bankruptcy or similar proceeding filed against the Company or any Subsidiary;

(j) A conversion, continuance, domestication or transfer (each as referenced in the Act) of the Company or any other comparable transaction;

(k) The formation of any Subsidiary;

(l) The grant of any Lien other than Permitted Liens on any assets of the Company or any of its Subsidiaries (Permitted Liens are allowed without the consent of the Committee Members to the extent they are created in the ordinary course of the Business of the Company);

(m) The issuance, incurrence, renewal, refinancing, early repayment, material modification or discharge of any Indebtedness;

(n) The Company's or any Subsidiary's guaranteeing of obligations of any other Person;

(o) The Company's or any Subsidiary's providing any indemnity not in the ordinary course of the Business;

(p) The requiring of any Capital Contributions pursuant to Section 5.1(c);

(q) The changing of the Company's or any Subsidiary's auditors to any firm other than Ernst & Young;

(r) Except as delegated to the Operator pursuant to Section 4.11 or per the terms of the Operating Services Agreement and subject to Section 2.4(d), the commencement or settlement of any material dispute, arbitration, litigation, mediation or other proceeding (other than the commencement of any such proceeding in which a Member is a defendant);

(s) The execution, termination, modification, waiver or negotiation and approval of any Material Commercial Contracts by the Company or any Subsidiary, other than (i) in connection with a remedy pursuant to Section 2.4(a)(ii), or (ii) those contracts subject to Section 2.4(c);

(t) A sale or other transfer of any asset of the Company or any of its Subsidiaries other than in the ordinary course of the Business;

(u) The approval of permissive indemnification pursuant to Section 4.2 ;

(v) Hire, elect or remove officers of the Company, other than Designated Officers in accordance with Section 2.9 , and delegate duties or authority to any such officers, including the Designated Officers;

(w) Any adjustments or re-determinations of the Base Amount pursuant to Section 5.2 ;

(x) The distribution of any assets of the Company to the Members in kind pursuant to Section 5.3 ;

(y) Any amendment or supplement to, or restatement of, the Insurance Program pursuant to Section 5.6 ;

(z) The liquidation, dissolution, winding up, recapitalization or reorganization in any form of transaction of the Company or any Subsidiary;

(aa) The merger or consolidation of the Company or any Subsidiary with any other Person (other than with the Company or any other wholly owned Subsidiary of the Company), or the sale of all or substantially all of the assets of the Company; provided, however, that in the case of any merger or consolidation of the Company with any other Person, the unanimous consent of all of the Member-Designees shall be required unless (i) each Member has the option to receive the same form of consideration in such transaction, (ii) if any Member is given an option as to the form of consideration to be received, each other Member is given the same option and (iii) the rights and obligations of each Member in the surviving entity (or, if applicable, the ultimate parent entity of the surviving entity) are substantially the same rights and obligations as are herein contained;

(bb) Except as otherwise approved under the terms of this Agreement, the admission of a new Member other than by way of a Transfer of Membership Interests held by the current Members as of the Effective Date;

(cc) Any Expansion Project, Expansion Project Budget or any construction management agreement applicable to such project;

(dd) The filing of any registration statement under the Securities Act;

(ee) The approval of the Operating Budget pursuant to Section 3.10 ; and

(ff) Any election or determination of the Tax Member pursuant to Section 9.1 .

2.4 Action Requiring a Specific Vote. Notwithstanding anything to the contrary in this Agreement, the following actions by the Company or any of its Subsidiaries shall require the approval of, and only of, the Member-Designees set forth below (each a " **Specified Voting**

Item "); provided, however, that if at the time of such action the Percentage Interest of a Member whose Member-Designees approval would otherwise be so required is less than or equal to fifteen percent (15%) then, notwithstanding the foregoing, no such approval of such Member-Designees shall be required (i) with respect to clauses (a), (b), (e) and (f) below, or (ii) with respect to clause (d) below, if such transaction is on terms no less favorable to the Company than those generally being provided to or available from unrelated third parties:

(a) If a Member or its Affiliate is the Operator, only the affirmative vote by a majority of the Member-Designees not appointed by the Operator or its Affiliates shall be required:

(i) except as set forth in Section 2.3(s) , to amend, modify or waive any provision of any Transaction Agreement between the Company and the Operator or its respective Affiliates;

(ii) for the declaration of a default by Operator or the enforcement of any remedy against Operator following a default pursuant to any Transaction Agreement, including the entry into any new construction agreement or operating services agreement subsequent to a material breach and termination of the Operating Services Agreement; provided, for purposes of clarification, the entry into any other construction agreement or operating services agreement with a third party that is not an Affiliate of a Member after such initial agreements would remain subject to the voting requirements under Section 2.3 to the extent applicable and not this Section 2.4 ;

(iii) the exercise of any right, election or obligation in the discretion of the Company pursuant to terms of any Transaction Agreement, including, without limitation:

(A) the delivery of a "Dispute Notice" on behalf of the Company pursuant to the terms of the Operating Services Agreement;

(B) in the case of assignment by the Operator of its obligations pursuant to the Operating Services Agreement, for the making on behalf of the Company an assessment of financial strength and operational capability of the proposed assignee (as such assessment is more fully described in the Operating Services Agreement); or

(C) except as provided in the Operating Services Agreement, any variance in project costs in excess of the amount permitted by the Operating Services Agreement; and

(b) The commencement by the Company or any of its Subsidiaries of any dispute, arbitration, litigation, mediation or other proceeding in which a Member or any of its Affiliates is or is intended to be a defendant shall require only the affirmative vote by a majority of the Member-Designees appointed by the Member(s) who are not or will not be (and whose Affiliates are not and will not be) a defendant in such proceeding.

(c) Any of the following actions by the Company or any of its Subsidiaries with respect to any Material Contract, between the Company or any of its Subsidiaries, on the one hand, and a specific Member or its Affiliates, on the other hand, shall require only the affirmative vote by a majority of the Member-Designees not appointed by a specific Member:

(i) the execution of any Material Commercial Contract;

(ii) any amendment, modification or waiver of any provision of any Material Commercial Contract;

(iii) the declaration of a default by shipper under any Material Commercial Contract; or

(iv) the exercise of any right, election or obligation in the discretion of the Company or any of its Subsidiaries pursuant to terms of a Material Commercial Contract.

(d) The execution, termination, modification, waiver or negotiation, approval or enforcement by Company or any of its Subsidiaries of any transaction with any Member or any Affiliate of a Member, or with any Member-Designee or officer of the Company or its Subsidiaries, shall require the affirmative vote of a majority of the Member-Designees appointed by the Members who are not participating in such transaction.

(e) Only the affirmative vote by a majority of the Member-Designees who are appointed by non-breaching Members shall be required to direct the Company to either (i) repay the non-breaching Member pursuant to Section 5.1(e)(i)(A) or (ii) amend Exhibit B pursuant to Section 5.1(e)(i)(B) .

(f) With respect to any guaranty provided to the Company or any of its Subsidiaries by a Member or any of its Affiliates (including the Delek Guaranty and the Green Plains Guaranty), only the affirmative vote by a majority of the Member-Designees not appointed by such Member shall be required to amend, modify or waive any provision of such guaranty, or to exercise of any right, election or obligation in the discretion of the Company pursuant to such guaranty.

2.5 Books and Records . Proper and complete records and books of account of all Company business shall be kept in conformity with GAAP, subject to normal year-end adjustments. At any reasonable time, a Member or a Member's designated representative may inspect and copy, at such Member's expense, the records required to be maintained under this Section 2.5 and any other books and records of the Company. Upon written notification from either Member of an active Tax Contest at the Member's level, the Company shall continue to maintain support records for the Member's open tax records until such Tax Contest is resolved and such Member shall reimburse the Company for such costs and expenses for maintaining such records. The Company shall keep all of the following:

(a) monthly, quarterly and annual financial statements of the Company, prepared in the ordinary course of business, and auditor reports, if any, for the three most recent Fiscal Years;

(b) copies of the Company's federal, state and local Tax Returns for which the applicable statute of limitations has not yet lapsed and documents relating to a Tax Contest that has not been fully resolved;

(c) a current list of the full name and last known business or mailing address of each Member and Committee Member;

(d) a copy of this Agreement and the Certificate and all amendments to this Agreement or the Certificate, together with executed copies of any written powers of attorney pursuant to which any of the foregoing has been executed;

(e) bank statements and other information regarding the amount of cash held by the Company;

(f) a complete description and statement of the Agreed Value of any property or services contributed or agreed to be contributed by each Member, and the date on which each Member became a Member;

(g) originals or copies of all regulatory filings, disclosures or reports; and

(h) other information regarding the affairs of the Company as is reasonably necessary.

2.6 Member Representations . The Members represent and warrant as follows:

(a) Each Member represents and warrants to the Company and the other Members this Agreement constitutes the legal, valid and binding obligation of the Member, enforceable against such Member in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or other Laws affecting creditors' rights generally and by general principles of equity. The Member has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and any agreements or documents required hereby and to perform such Member's obligations under the same. No consent, approval, order or authorization of, or registration, declaration or filing with, any foreign, federal, state or local or regulatory authority is required to be made or obtained by the Member in connection with the execution and delivery of this Agreement by the Member or the consummation by the Member of the transactions contemplated hereby, except for such consents, approvals, orders, authorizations, registrations, declarations or filings which have been obtained, received or made.

(b) Each Member represents and warrants to the Company and the other Members the execution and delivery of this Agreement by the Member, and the purchase of the Membership Interests pursuant to this Agreement will not conflict with, or result in, a breach of or a default under, or give rise to a right of acceleration under, any

agreement or instrument to which either the Member is a party or by which the Member is bound or violate any Law or any order, writ, injunction or decree of any court or Governmental Body to which the Member is subject or by which the Member is bound.

2.7 Banking . Funds of the Company shall be deposited in the name of the Company with financial institutions and in accounts as determined by the Committee, subject to authorized signatures as the Committee may require. The funds of the Company shall not be commingled with the funds of any other Person. Accounts for costs incurred pursuant to the Operating Agreement shall be set up as provided by each such Agreement.

2.8 Member Reporting . The Company shall provide, at the Company's cost, each Member with the following information, commencing on such date as determined by the Committee and as thereafter required:

(a) all information required to be delivered to the Company by the Operator pursuant to the Operating Services Agreement;

(b) as soon as practicable (and within fifteen (15) days of approval by the Committee), copies of any Budget (as defined in the Operating Services Agreement) approved by the Committee, and any amendments thereto;

(c) as soon as available, but not later than thirty (30) days after the end of each calendar month, except for the month of November, which shall be no later than forty (40) days after the end of such month, a monthly report prepared by the Operator in the format agreed by the Members (including, after the end of each calendar quarter commencing with the quarter that includes the Acquisition Date (excluding each calendar quarter ending December 31)), an unaudited balance sheet and the related unaudited statements of income, retained earnings and cash flows of the Company and its consolidated Subsidiaries as of the end of such immediately preceding calendar quarter and for the last portion of the fiscal year then ended, in each case, prepared in accordance with GAAP) and such other information as may be reasonably requested by the Members;

(d) as soon as available, but not later than ninety (90) days after the end of each Fiscal Year (commencing with the Fiscal Year ending December 31, 2018 if the Acquisition Date occurs in such Fiscal Year), an audited consolidated balance sheet of the Company and its consolidated Subsidiaries as of December 31 of each Fiscal Year and the related audited consolidated statements of income, retained earnings and cash flows of the Company and its consolidated Subsidiaries for the Fiscal Year then ended, such annual financial reports to include notes and to be in reasonable detail, prepared in accordance with GAAP, and accompanied by an opinion of an independent public accountants of nationally-recognized standing (initially Ernst & Young);

(e) to the extent not covered in paragraph (a), such reports and documentation as are reasonably required in order to enable the Members to properly and timely file their Tax Returns and, within sixty (60) days after the end of the Fiscal Year, an estimate of taxable income of the Company, the amounts allocable to each Member for each Fiscal Year, and a fixed asset reconciliation (comprised of asset additions, retirements and dispositions) with respect to each Member for the Fiscal Year;

(f) as soon as practical, copies of all material information related to any pending or material threatened litigation or insurance claim affecting the Company or its assets;

(g) a quarterly report summarizing all outstanding claims relating to any litigation, arbitration, administrative proceeding or other dispute and any settlement or result of any litigation, arbitration, administrative proceeding or other dispute entered into or relating to the Company that occurred during the prior calendar quarter affecting the Company;

(h) as soon as practical, copies of all material filings, disclosures or reports submitted to any Governmental Body affecting the Company or its assets;

(i) upon reasonable request by any Member from time to time, the available capacity of the Terminals; and

(j) as soon as practical or within a reasonable period of time, such other information, including any accounting or other information related to a Member's (or its parent's) reporting requirements for the Securities and Exchange Commission, as a Member may reasonably request regarding the Company.

Notwithstanding anything to the contrary herein, if any of the information set forth in this Section 2.8 is not timely delivered by the Company to any Member, such Member shall have the right, at the requesting Member's cost, to engage its in-house or third party advisors to prepare the applicable reports on behalf of the Company and deliver such information to the Members. In such case, the Company shall provide reasonable access to its applicable personnel, books and records as requested by such Member.

2.9 Authorized Signatory; Officers.

(a) Unless authorized by this Agreement or a Committee vote pursuant to this Agreement, and excluding any actions permitted to be taken by the Operator under the Operating Services Agreement, none of the Members or the Committee Members shall be authorized to execute or deliver any agreements or other instruments in the name of the Company.

(b) The Committee may, from time to time, designate and appoint one or more persons to be officers of the Company. No officer need be a resident of the State of Delaware, a Member or a Committee Member. Subject to this Section 2.9(b) and other provisions in Article 2 of this Agreement, any officers so designated shall have such authority to perform such duties as the Committee may, from time to time, delegate to them and all officers shall be authorized, to the extent of their delegation of authority from the Committee, to execute and deliver any agreement or other instruments in the name of the Company. An officer appointed by the Committee shall report to the Committee as requested from time to time. The Committee may assign titles to each

officer. Unless the Committee decides otherwise, the assignment of such title shall constitute the delegation to such officer of the authority and duties specified by the Committee, which duties shall in any event not include any actions reserved to the Committee under Sections 2.3 or 2.4 , without approval by the Committee for such specified matters in accordance with Sections 2.3 or 2.4 . Each officer shall hold office until his successor is duly designated and qualified or until his death, resignation or removal in the manner provided herein. Any number of offices may be held by the same person. The initial officers of the Company designated by the Members and appointed by the Committee (each herein referred to as a " **Designated Officer** ") and the authority of such Designated Officer, subject to change or revocation by the Committee in its discretion without further Member approval under this Agreement, are set forth in Exhibit A .

(c) Any officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Committee. Any officer other than a Designated Officer may be removed at any time, either with or without Cause, by the Committee. Any Designated Officer may be removed either (i) by the Member who designated such Designated Officer or (ii) by the Committee for Cause. If a Designated Officer resigns or is removed, the Member designating such Designated Officer shall have the right to designate a replacement for such Designated Officer, who shall be appointed by the Committee to fill such position as a Designated Officer.

2.10 Expansion Projects.

(a) At any time from and after the Acquisition Date, any Member (any such Person, a " **Proposing Party** ") may propose an Expansion Project by delivering a written request (each, an " **Expansion Project Request** ") to the Company and the non-proposing Members (each such non-proposing Member, a " **Non-Proposing Member** "). The Committee shall timely review such Expansion Project Request and the Expansion Project Budget. If the Committee approves such Expansion Project Request and Expansion Project Budget pursuant to Section 2.3(cc) , each Non-Proposing Member shall have the obligation to participate in the Expansion Project pursuant to this Section 2.10 . If the Committee does not approve an Expansion Project Request then neither the Company nor the Members shall participate in such Expansion Project. Any Expansion Project Request shall contain a reasonably detailed explanation of all material aspects of the proposed Expansion Project, including (A) a good faith estimate of the costs and expenses of developing, operating and maintaining such proposed Expansion Project (the " **Expansion Project Budget** ") (including any proposed incremental increase to the Fixed Fee payable to the Operator, and mutually agreeable to the Operator and the Proposing Party), (B) the incremental revenues to be derived from the Expansion Project, (C) the estimated time period from the start of construction until the time the Expansion Project is expected to commence commercial service, (D) a description of all material provisions of any proposed transportation, throughput or similar commercial contracts in respect of the Expansion Project and to which the Company and any other Person may be a party, and (E) the proposed construction manager and construction management agreement for the Expansion Project.

(b) If the Committee approves such proposed Expansion Project (or if such proposed Expansion Project is a Required Upgrade, (in which case all Members shall be deemed to have agreed to such Required Upgrade), then (A) unless the Members otherwise agree, the design, procurement and construction of such Expansion Project shall be managed by the Company and the applicable contractor (proposed by the Proposing Party and approved by the Committee) in accordance with this Agreement and the relevant construction agreement for such Expansion Project, and (B) such Expansion Project shall be operated and maintained by the Company and the Operator in accordance with this Agreement and the Operating Services Agreement; provided, however, that, to the extent necessary, the Members shall negotiate an amendment to the Operating Services Agreement to allow the Operator to operate and maintain the Expansion Project as contemplated by the Operating Services Agreement. Any increase in the Fixed Fee payable to Operator shall be mutually agreed upon.

(c) Notwithstanding anything herein to the contrary:

(i) An Expansion Project shall not include any capital project if it is not anticipated that at least ninety percent (90%) of the income and gains generated by the project will be described in Code Section 7704(d)(1)(E); and

(ii) the Operator may make an initial determination as to whether, in its reasonable discretion, a proposed Expansion Project will materially and adversely affect the operations of the other portions of the Terminals. If the Operator determines that a proposed Expansion Project would materially and adversely affect the operations of the other portions of the Terminals, the Operator may submit its reasonable objection in writing to the Committee for consideration prior to its meeting to vote on the proposed Expansion Project.

2.11 Information . In addition to the requirements of Article 9 , the Members agree to provide to the Company any information reasonably requested by the Company for the purpose of complying with applicable Laws. Notwithstanding the foregoing, no Member shall be obligated to provide such information to the Company to the extent such disclosure (i) could reasonably be expected to result in the breach or violation of any contract or applicable Law from the perspective of such Member, (ii) involves secret, confidential or proprietary information of such Member, or (iii) involves any violation of applicable privilege; provided that, in the alternative, such Member may provide such information directly to such Governmental Body.

Article 3
COMMITTEE MEMBERS AND COMMITTEE

3.1 Composition of the Committee .

(a) Size of Committee . The Committee shall consist of four (4) Member-Designees.

(b) Member-Designees . Each Member shall appoint two (2) persons to act as its designated Member-Designee to represent its Membership Interests; provided, however, that by written notice to the other Members at any time, any Member may appoint Member-Designees to replace the same number of Member-Designees previously appointed by such Member. The Member-Designees acting on behalf of the Members from and after the Effective Date of this Agreement are set forth on Exhibit A . All prior Member-Designees who are not listed on Exhibit A are hereby removed from their position as a Committee Member as of the Effective Date. Each Member-Designee shall serve until such Member-Designee's resignation or removal.

3.2 Resignation of Committee Member . A Member-Designee may resign from the Company by giving at least ten (10) days' advance written notice of the Member-Designee's resignation to the Members; provided, immediately after a Cause event with respect to any Member-Designee, such Member-Designee shall immediately resign from the Committee, which resignation shall take effect upon the notice thereof. A Member-Designee shall be deemed to have resigned upon the Member-Designee's death or disability or at the time that the Member who appointed that Member-Designee ceases to be a Member. The resignation of any Member-Designee shall take effect upon receipt of notice thereof in connection with a Cause event, and otherwise shall take effect at such later time as shall be specified in such notice in accordance with this Section 3.2 ; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.3 Removal of Committee Member . Member-Designees. A Member-Designee may be removed, with or without cause, by the Member that appointed the Member-Designee to the Committee, in the sole discretion of such Member or pursuant to Section 3.1 and Section 3.2 . Immediately after a Cause event with respect to any Member-Designee, if such Member-Designee has not immediately resigned from the Committee in accordance with Section 3.2 , the Member who appointed such Member-Designee shall immediately remove such Member-Designee from serving as a Committee Member.

3.4 Successor Committee Members . If a Member-Designee resigns, is deemed to have resigned, is removed or otherwise becomes unable to serve, the Member who appointed that Member-Designee shall appoint a successor Member-Designee; provided that such Person is still a Member. Members shall promptly (and in any event within fifteen (15) days) fill any vacancy in the Committee that such Member is entitled to appoint in accordance with this Agreement. Each Member-Designee selected to fill a vacancy will serve until such Member-Designee's resignation or removal.

3.5 Voting Rights . Each Member-Designee, acting individually, or Member-Designees, acting jointly, shall have voting power equal to the portion of the Total Votes set forth in Section 2.2 for the Member they represent. If the item being voted upon is a Specified Voting Item, all of the Total Votes of the Member-Designees appointed by the Members specified for approval of such action in Section 2.4 are required to approve the matter on which the Committee Members are voting, consenting or otherwise requiring the determination or

approval of the Committee Members. Otherwise, a majority of the Total Votes of all Member-Designee votes then in existence is required to approve the matter on which the Committee Members are voting, consenting or otherwise requiring the determination or approval of the Committee Members.

3.6 Authorizing Company Action . The Committee Members may vote:

(a) In person or by proxy at a meeting or by submitting to a meeting a written ballot with respect to a specific matter; or

(b) Without a meeting and without notice, pursuant to written consent, before or after the action, in accordance with Section 3.7 .

3.7 Action by Written Consent of Committee Members . A written consent of the Committee Members must state the action taken and be signed by the Committee Members having not less than the minimum number of votes that would be necessary to authorize the action at a meeting at which all the Committee Members entitled to vote on the action were present and voted.

3.8 Reliance on Reports . A Committee Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports and statements presented to the Company by the Operator or any of the other Committee Members, Members, officers, employees or committees of the Company or any other Person as to matters which the Committee Member reasonably believes are within such other Person's professional or expert competence including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to Members or creditors might properly be made.

3.9 Meetings of Committee ; Purpose of Meeting; Quorum .

(a) Meetings of the Committee may be called by any Member-Designee.

(b) Unless the Member-Designees in attendance agree otherwise, business transacted at meetings of the Committee will be limited to the purpose or purposes stated in the notice.

(c) Assuming the notice and other requirements of Sections 3.12 and 3.14 are complied with, the Committee Members representing the votes necessary to take the action stated in such notice on behalf of the Company pursuant to Section 3.5 will constitute a quorum; provided, however, that such quorum consists of at least one Member-Designee appointed by each Member unless the Percentage Interest of a Member is less than fifteen percent (15%).

(d) The Committee shall hold meetings not less than once each quarter during the Fiscal Year (with at least two of such meetings being in person) unless otherwise agreed by the Members.

3.10 Budgets. For each Fiscal Year, the activities and operations of the Company for such period shall be set forth in the applicable Budget.

(a) Each Operating Budget shall be submitted to and approved (as submitted or with modifications) by the Committee, in the following manner:

(i) The initial Operating Budget shall be prepared and submitted to the Committee on or as soon as practicable after the Acquisition Date.

(ii) At least 45 days prior to the expiration of each Fiscal Year, the Operator shall prepare and submit (or cause to be prepared and submitted) an Operating Budget for the next Fiscal Year to the Committee.

(iii) The Committee shall approve such Operating Budget (as submitted or with modifications) no later than the first day of the next Fiscal Year. If the Committee fails to approve an Operating Budget for a Fiscal Year prior to the first day of such Fiscal Year, then the Operating Budget for such Fiscal Year will be equal to 105% of the Operating Budget for the prior Fiscal Year (without taking into account increases pursuant to Section 3.10(a)(iv) that were not approved by the Committee and excluding any extraordinary expenditures related solely to such prior year), until an Operating Budget for such Fiscal Year is approved by the Committee.

(iv) If, during the period covered by an approved Budget, the Operator determines that an adjustment to the estimated costs, expenses, Ordinary Expenditures or Capital Expenditures set forth in such approved Budget is necessary or appropriate, then the Operator shall submit (or cause to be submitted) to the Committee for approval an adjusted Budget setting forth such adjusted or additional line items; provided, however, that no approval is necessary for (i) an increase up to 105% of the approved Operating Budget or (ii) expenses required to address an emergency in the Operator's reasonable discretion. The Committee shall approve or disapprove the adjusted Budget within 30 days after receipt of such adjusted Budget, except that the Operator may request a shorter period of not less than ten days in which the Committee shall approve or disapprove an adjusted Budget.

3.11 Location. All meetings of the Committee shall be held at the principal office of the Company, or at such other place as the Member-Designees shall determine.

3.12 Notice of Committee Meetings . The Member-Designee calling the meeting will give notice of the time, place (if not at the principal office of the Company) and purpose of the meeting in accordance with Section 10.6 no less than forty-eight (48) hours before the meeting.

3.13 Waiver of Notice . Notice of a meeting of the Committee to a Committee Member may be waived in writing by such Committee Member. The attendance of a Committee Member at any meeting constitutes a waiver of notice of the meeting, unless the Committee Member objects at the beginning of the meeting to the transaction of any business on grounds that the meeting is not properly called.

3.14 Attendance by Conference Telephone . A Committee Member may participate in a meeting with the same effect as being present in person by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with the other participants.

3.15 Compensation and Reimbursement . No Member-Designee or officer shall receive compensation from the Company for managing the affairs of the Company.

Article 4
INDEMNIFICATION; EXCULPATION

4.1 Right to Indemnification . Subject to the limitations and conditions as provided herein or by Laws, each Person, and each Person's officers, directors, stockholders, partners, members, Affiliates (without giving effect to the last two sentences of such definition), employees, agents and representatives, who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a " **Proceeding** "), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he or she, or a Person of whom he or she is the legal representative, is or was the Tax Member, a Member of the Company or Affiliate (without giving effect to the last two sentences of such definition) thereof or any of their respective representatives, a Committee Member, a member of a committee of the Company or an officer of the Company, or while such a Person is or was serving at the request of the Company as a director, officer, stockholder, manager, partner, venturer, member, trustee, employee, agent or similar functionary of another foreign or domestic general partnership, corporation, limited partnership, joint venture, limited liability company, trust, employee benefit plan or other entity (each an " **Indemnitee** "), shall be indemnified by the Company to the extent such Proceeding or other above-described process relates to any such above-described relationships with, status with respect to, or representation of any such Person to the fullest extent permitted by the Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said Laws permitted the Company to provide prior to such amendment), against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' and experts' fees) actually incurred by such Person in connection with such Proceeding, and indemnification under this Article 4 shall continue as to a Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder for any and all Liabilities and damages related to and arising from such Person's activities while acting in such capacity; provided, however, that no Person shall be entitled to indemnification under this Section 4.1 if the Proceeding involves acts or omissions of such Person which constitute an intentional breach of this Agreement or fraud, gross negligence or willful misconduct on the part of such Person. The rights granted pursuant to this Article 4 shall be deemed contract rights, and no amendment, modification or repeal of this Article 4 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal. IT IS ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE 4 COULD INVOLVE INDEMNIFICATION FOR NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.

4.2 Indemnification of Officers, Employees (if any) and Agents . The Company may indemnify and advance expenses to Persons who are not entitled to indemnification under Section 4.1 .

4.3 Advance Payment . Any right to indemnification conferred in this Article 4 shall include a limited right to be paid or reimbursed by the Company for any and all reasonable expenses as they are incurred by a Person entitled or authorized to be indemnified under Sections 4.1 and 4.2 who was, or is threatened, to be made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to such Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such Person in advance of final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Person of his good faith belief that he has met the requirements necessary for indemnification under this Article 4 and a written undertaking, by or on behalf of such Person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified Person is not entitled to be indemnified under this Article 4 or otherwise.

4.4 Appearance as a Witness . Notwithstanding any other provision of this Article 4 , the Company shall pay or reimburse expenses incurred by any Person entitled to be indemnified pursuant to this Article 4 in connection with such Person's appearance as a witness or other participation in a Proceeding at a time when he is not a named defendant or respondent in the Proceeding.

4.5 Non-exclusivity of Rights . The right to indemnification and the advancement and payment of expenses conferred in this Article 4 shall not be exclusive of any other right which a Person indemnified pursuant to Sections 4.1 and 4.2 may have or hereafter acquire under any Laws, this Agreement, or any other agreement, vote of the Committee or otherwise.

4.6 Member Notification . To the extent discretionary to the Company, the Committee shall approve or disapprove of indemnification or advancement of expenses under Section 2.3 and under Section 4.2 . Any indemnification of or advance of expenses to any Person entitled or authorized to be indemnified under this Article 4 shall be reported in writing to the Committee with or before the notice or waiver of notice of the next Committee meeting or with or before the next submission to the Committee of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date the indemnification or advance was made.

4.7 Savings Clause . If this Article 4 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless any Person entitled to be indemnified pursuant to this Article 4 as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article 4 that shall not have been invalidated and to the fullest extent permitted by Laws, and this Article 4 shall be amended and reformed to give such effect to the fullest extent permitted by Laws.

4.8 Scope of Indemnity . For the purposes of this Article 4 , references to the " **Company** " include all constituent entities, whether corporations or otherwise, absorbed in a consolidation or merger as well as the resulting or surviving entity. Thus, any Person entitled to be indemnified or receive advances under this Article 4 shall stand in the same position under the provisions of this Article 4 with respect to the resulting or surviving entity as he would have if such merger, consolidation, or other reorganization never occurred.

4.9 Liability of Members and Affiliates .

(a) A Member (in its capacity as such) shall have no liability whatsoever for any debt, obligation or liability of the Company, except to the extent such Member specifically agrees in writing to be responsible for such debt, obligation or liability of the Company or to the extent and under circumstances set forth in any non-waivable provision of the Act. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of any Member (in its respective capacity as such) shall have any liability (whether in contract, tort or otherwise) (i) for any debt, contract, liability or other obligations of the Company or (ii) for any claim against the Company based on, in respect of, or by reason of, the Contributed Property, including any alleged non-disclosure or misrepresentations made by any such Persons.

(b) Notwithstanding the foregoing, nothing in this Section 4.9 shall relieve any Member of any liability to the Company or its Members expressly provided in this Agreement or any Transaction Agreement, including any liability arising from Section 5.1 or any transaction pursuant to Article 4 .

4.10 Fiduciary Duties . To the fullest extent permitted by Law, none of the Members, Committee Members, Designated Officers, or other officers of the Company shall owe any fiduciary or similar duty or obligation whatsoever to the Company, any Member (other than the Member designating such Member-Designee or Designated Officer) or other holder of Membership Interests or the other Committee Members, except the duty of good faith and fair dealing or as required by any provisions of applicable Law that cannot be waived. Subject to the foregoing, the Company and the Members acknowledge and agree each Member-Designee may decide or determine any matter subject to the Committee's approval hereunder in the sole and absolute discretion of such Member-Designee, it being the intent of all Members that such Member-Designee have the right to make such decision or determination solely on the basis of the interests of the Member that designated such Member-Designee. The Company and the Members agree that any claims against, actions, rights to sue, other remedies or recourse to or against any Committee Member (except for such claims, actions, rights to sue, remedies or recourse against a Member-Designee that may be initiated or brought solely by the Member that appointed by the Member-Designee) for or in connection with any such decision or determination by such Committee Member, whether arising in common law or equity or created by rule of Law, contract (including this Agreement) or otherwise, are in each case (except as set forth above) expressly released and waived by the Company and each Member, to the fullest extent permitted by Law, as a condition to and as part of the condition for the execution of this Agreement and the undertaking to incur the obligations provided for in this Agreement. To the extent that, at law or in equity, a Member, Committee Member, Designated Officer or other

officer of the Company owes any duties (including fiduciary duties) to the Company, any other Member or other holder of Membership Interests pursuant to applicable Law, such duty is hereby eliminated to the fullest extent permitted pursuant to Section 18-1101(c) of the Act, it being the intent of the Members that to the extent permitted by Law and except to the extent set forth in this Section 4.10 or specified elsewhere in this Agreement, such Member, Committee Member, Designated Officer or other officer shall not owe any duties of any nature whatsoever to the Company, the Members (other than, with respect to the Member-Designees, the Member that appointed such Member-Designee) or other holder of Membership Interests, other than the duty of good faith and fair dealing, and each Member may decide or determine any matter in its sole and absolute discretion taking into account solely its interests and those of its Affiliates (excluding the Company and its Subsidiaries) subject to the duty of good faith and fair dealing. Nothing herein is intended to create a partnership, joint venture, agency or other relationship creating fiduciary or quasi-fiduciary duties or similar duties or obligations, otherwise subject the Members to joint and several liability or vicarious liability or to impose any duty, obligation or liability that would arise therefrom with respect to any or all of the Members or the Company.

4.11 Restrictions on Financings. After the Acquisition Date, the Committee, with a majority of the Total Votes as set provided in Section 2.3, may elect to cause the Company to obtain financing in connection with the Company's Business by a combination of Capital Contributions and debt financing. The Company will obtain any such debt financing upon commercially reasonable terms acceptable to the Committee and, if applicable, in accordance with the approved Budget and any specific parameters adopted by the Committee. Each Member agrees to use commercially reasonable efforts to cooperate with and assist the Company in its efforts to obtain any debt financing related to the Terminals. The Company may replace any debt financing related to the Terminals with either temporary or permanent credit facilities. The Operator shall be permitted without any further approval of the Committee (but in accordance with the approved Budget or as required to fund expenses to address an emergency in the Operator's reasonable discretion, with any such emergency authority terminating upon the conclusion of the emergency and any remediation or repairs necessitated thereby) to make drawings under any such debt financing or other financing approved by the Committee as provided herein. Notwithstanding the foregoing, no such debt financing can be recourse or require credit support from a Member without the prior written consent of such Member in its sole and absolute discretion.

4.12 Permitted Activities.

(a) Notwithstanding anything in this Agreement to the contrary, the Company and each of the Members acknowledges and agrees that each of BlendStar, DKL and their respective Affiliates have engaged, prior to the Effective Date, and are expected to engage, on and after the Effective Date, in other transactions with and with respect to, in each case, Persons engaged in businesses that directly or indirectly compete with the Business of the Company and its Subsidiaries as conducted from time to time or as expected to be conducted from time to time. Neither Member shall have any fiduciary duties to the Company or to the other Member, except as described in Section 4.10 above. Except as the Members may otherwise agree in an amendment to this Agreement, the Company and the Members agree that any involvement, engagement or participation each of BlendStar, DKL and their respective Affiliates in any such investments, transactions

and businesses, even if competitive with the Company and its Subsidiaries, shall not be deemed wrongful or improper or to violate any duty express or implied under applicable Law so long as Confidential Information is not used or made available by each of BlendStar, DKL and their respective Affiliates in violation of this Section 4.12 or Section 10.10 in connection with or for use in such investments, transactions or businesses and so long as any matter that requires the approval of the Board pursuant to this Agreement as in effect at the applicable time is submitted to the Board for such approval. The Company and each Member hereby renounce any interest, expectancy, co-participation rights or other rights in or to any business opportunity, transaction or other matter in which BlendStar, DKL or their respective Affiliates participates or seeks to participate (each, a " **Business Opportunity** ") other than to the extent a Business Opportunity contains Confidential Information. Except as the Members may otherwise agree in an amendment to this Agreement, none of BlendStar, DKL or their respective Affiliates shall have any obligation to communicate or offer any Business Opportunity to the Company, and BlendStar, DKL and their respective Affiliates may pursue for itself or direct, sell, assign or transfer to a Person other than the Company any Business Opportunity.

(b) Each of the Company and the Members hereby agrees that any claims against, actions, rights to sue, other remedies or other recourse to or against BlendStar, DKL or their respective Affiliates for or in connection with any such investment activity, Business Opportunity or other transaction activity or other matters described in Section 4.12(a) , whether arising in common law or equity or created by rule of Law, contract or otherwise, are expressly released and waived by the Company and each Member, in each case to the fullest extent permitted by Law.

(c) Notwithstanding anything in this Agreement to the contrary, each of the Company and the Members acknowledges and agrees that BlendStar, DKL and their respective Affiliates have obtained, prior to the Effective Date, and are expected to obtain, on and after the Effective Date, confidential information from other companies and sources in connection with the activities and transactions described in Section 4.12(a) or otherwise. Each of the Company and the Members hereby agrees that (i) none of BlendStar, DKL or their respective Affiliates has any obligation to use any such confidential information in connection with the business, operations, management or other activities of the Company or furnish to the Company or any Member any such confidential information; and (ii) any claims against, actions, rights to sue, other remedies or other recourse to or against BlendStar, DKL or their respective Affiliates for or in connection with any such failure to use or furnish such confidential information, whether arising in common law or equity or created by rule of Law, contract or otherwise, are expressly released and waived by the Company and each Member, in each case to the fullest extent permitted by Law.

Article 5
CONTRIBUTIONS, DISTRIBUTIONS AND ALLOCATIONS

5.1 Capital of the Company .

(a) Initial Contribution . Each Member shall make a Capital Contribution consisting of cash as set forth opposite each Member's name on Exhibit B hereto, and, for the avoidance of doubt, is not making any other initial contributions to the Company, so that the Percentage Interest of each Member following such Capital Contribution on the Effective Date shall be as set forth on Exhibit B hereto.

(b) Mandatory Contributions . After the Acquisition Date, each Member shall make additional cash Capital Contributions pro rata in accordance with such Member's Percentage Interest (without receiving additional Membership Interests) for the following:

(i) payment of costs or expenses to fund such other expenditures permitted or contemplated pursuant to the Operating Services Agreement (including any indemnity or other payment owed to the Operator pursuant to the Operating Services Agreement);

(ii) payment of costs or expenses relating to (A) any repair or replacement of any material asset of the Company that may be required as a result of a casualty event, including an emergency, or (B) any addition, repair or replacement of any material asset of the Company that may be required as a result of a Required Upgrade;

(iii) payment of costs or expenses relating to an Insurance Indemnification Obligation;

(iv) expenditures related to any Expansion Project approved by the Committee or otherwise in accordance with the terms of this Agreement; and

(v) any expenditures, costs or expenses designated by the Committee as a Mandatory Contribution;

in each case, as applicable, immediately following receipt of Committee approval.

(c) Additional Contributions . Capital Contributions not set forth pursuant to Sections 5.1(a) and 5.1(b) shall be subject to the approval of the Committee in accordance with Section 2.3(p) . Approval by the Committee of an additional Capital Contribution shall deem such Capital Contribution a Mandatory Contribution whereby each Member shall, within fifteen (15) days of the Committee's approval or such other time as the Committee designates, make such contribution pro rata in accordance with such Member's Percentage Interest (without receiving additional Membership Interests). The terms of the contribution of the Existing DKL Terminals by DKL and the cash Capital Contributions of the Members relating to the AMID Terminal Acquisition shall be agreed upon by the Members in connection with the amendment and restatement of this Agreement as described in Section 1.10 .

(d) Withdrawal . No Member shall be entitled to (i) withdraw any part of the Member's capital or to receive any distributions from the Company except as provided for in this Agreement; (ii) demand or receive any assets other than cash in return for the Member's Capital Interest or (iii) be paid interest on any capital contributed to or accumulated in the Company. A Member is not required to contribute to or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

(e) Breach .

(i) Notwithstanding anything to the contrary in this Agreement, if any Member breaches its obligation pursuant to this Section 5.1 to make Capital Contributions, including Section 5.1(c) , the non-breaching Member may make a loan to the Company with a principal amount equal to the amount of the Capital Contribution that was not made by the breaching Member, which loan shall bear interest at the highest rate of interest allowed by applicable Law. Simultaneously with the making of the loan, the lending Member shall give notice to the breaching Member of the making of the loan. If, after having made such loan:

(A) the breaching Member makes the required Capital Contribution to the Company within 30 days after the above-described loan is made, the Company shall use such proceeds to repay the loan from the non-breaching Member, provided, however, that when making the applicable payment to the Company, the breaching Member shall provide the Company with funds equal to the principal and interest outstanding under such loan and the amount of any interest paid to the Company shall not be considered a Capital Contribution by the breaching Member; or

(B) the breaching Member remains in default of its Capital Contribution obligations 30 days after the above-described loan is made, the non-breaching Member may elect to convert its loan to the Company into a Capital Contribution and the non-breaching Member's Capital Interest shall be increased by, and the breaching Member's Capital Interest shall be decreased by, an amount equal to 1.125 times the sum of the principal and interest then outstanding of the loan. If the non-breaching Member makes the conversion election pursuant to this Section 5.1(e)(i)(B) , the Company shall amend Exhibit B to this Agreement to reflect the Percentage Interests as revised after such deemed Capital Contribution by the non-breaching Member and shall give prompt notice to the breaching Member with a copy of the revised Exhibit B .

(ii) In the event the breaching Member's Capital Interest has been diluted to 15% in accordance with this Section 5.1(e) , the non-breaching Member may elect to purchase all, and not less than all, of the Membership Interests of the breaching Member at a price equal to the lesser of (x) the price paid by the

breaching Member for its Membership Interests and (y) the fair market value of its Membership Interests. If the non-breaching Member makes said election, the breaching Member shall cease to be a Member with respect to Membership Interests and shall no longer have any rights or privileges of a Member.

5.2 Distribution s of Available Cash . After the Acquisition Date, the Members shall cause the Company to distribute to the Members in proportion to their respective Percentage Interests with respect to each quarter of the Fiscal Year an amount of cash equal to Available Cash. For the purpose of this Agreement, the term " **Available Cash** " means any positive amount of cash and cash equivalents held by the Company determined after subtracting the Base Amount from the sum of all cash and cash equivalents of the Company on hand at the end of such quarter, where " **Base Amount** " means an amount equal to not less than three (3) months' and not more than six (6) months' working capital anticipated to be required by the Company, as determined by the Committee.

5.3 Distributions in Kind . If any assets of the Company are distributed to the Members in kind as determined by the Committee, those assets shall be valued at their Fair Market Value on the date of the distribution, as agreed upon by the Members in accordance with Section 2.3(x) .

5.4 Allocations of Profits and Losses . After giving effect to the Regulatory Allocations set forth in Article 9 , Net Profits and Net Losses for any Fiscal Year shall be allocated among the Members in proportion to their respective Percentage Interests.

5.5 Audit . Upon notice in writing to the Company and all other Members, each Member shall have the right to audit the Company's accounts and records relating to the books and records for any Fiscal Year within twelve (12) months following the end of a Fiscal Year. Where more than one (1) Member wishes to conduct such an audit, the requesting Members shall use their commercially reasonable efforts to conduct a joint audit in a manner which will result in minimum inconvenience to the Company. The Company shall bear no portion of such Members' audit cost incurred under this Section 5.5 . The audits shall not be conducted more than once each Fiscal Year per Member without prior approval of the Company.

5.6 Insurance . As soon as reasonably practicable after the date hereof and in any event at least [•] days prior to the Acquisition Date, the Company and Operator will obtain and maintain (or cause to be obtained and maintained) insurance in the coverages and amounts set forth on Exhibit C attached hereto (the " **Insurance Program** "); provided, however, that such Insurance Program may be amended, supplemented or restated from time to time pursuant to a decision of the Committee. To the extent the Operator is a Member, or an Affiliate of a Member, and the Insurance Program includes coverage obtained through such Member's, or its Affiliates', corporate-wide program, the other Members (i) acknowledge that the Operator may allocate the premiums other than pro rata in accordance with the Members' Membership Interests, and (ii) agree to Operator's allocation in its sole discretion. To the extent (i) such Insurance Program is insufficient to cover any losses relating to the ownership and/or operation of the Terminals or (ii) any losses relating to the ownership and/or operation of the Terminals are incurred prior to the Committee's approval of the Insurance Program as set forth in the preceding sentence, whether such loss is a property or casualty loss, liability claim or otherwise (collectively, an

" **Uninsurable Loss** "), such Uninsurable Loss shall be subject to the Capital Contribution provisions of Section 5.1(c) . In the event the Company experiences an Uninsurable Loss, or the Company has agreed to provide contractual indemnity coverage in a Transaction Agreement and payment of an indemnity claim by the Company is proper thereunder and the Insurance Program is insufficient to cover such losses, the Members shall indemnify (in accordance with their Percentage Interest) the Company for such Insurable Loss or indemnity claim. Such indemnification obligation (" **Insurance Indemnification Obligation** ") shall be a Mandatory Contribution.

Article 6
TRANSFERS OF MEMBERSHIP INTERESTS

6.1 Transfers Prohibited . No Member shall Transfer any interest in any Membership Interests except in accordance with applicable securities laws and the provisions of this Article 6 ; provided, however, that:

(a) any Member may Transfer all of its Membership Interests to any of its Specified Affiliates, if (i) such Specified Affiliate executes and delivers to the Company a counterpart to this Agreement pursuant to which such Specified Affiliate agrees to be bound by the provisions of this Agreement, (ii) unless such Transferor is liquidated, such Transferor remains fully liable for its obligations under this Agreement, and (iii) such Transferor delivers written notice to the Company describing in reasonable detail the proposed Transfer at least five (5) Business Days prior to such Transfer.

(b) DKL may Transfer all of its Membership Interests to any Subsidiary of DKL (a " **DKL Subsidiary** "), and DKL may contemporaneously or subsequently Transfer all of such Membership Interests to a DKL Subsidiary, if (i) the DKL Subsidiary executes and delivers to the Company a counterpart to this Agreement pursuant to which it agrees to be bound by the provisions of this Agreement, (ii) such Transferor delivers written notice to the Company describing in reasonable detail the proposed Transfer at least five (5) Business Days prior to such Transfer, and (iii) DKL provides a guaranty of the obligations of the DKL Subsidiary in form and substance substantially similar to the Delek Guaranty.

(c) BlendStar may Transfer all of its Membership Interests to any Subsidiary of BlendStar (a " **BlendStar Subsidiary** ") if (i) the BlendStar Subsidiary executes and delivers to the Company a counterpart to this Agreement pursuant to which it agrees to be bound by the provisions of this Agreement, and (ii) such Transferor delivers written notice to the Company describing in reasonable detail the proposed Transfer at least five (5) Business Days prior to such Transfer, and (iii) Green Plains Inc. provides a guaranty of the obligations of the BlendStar Subsidiary in form and substance substantially similar to the Green Plains Guaranty.

Subject to Section 6.8 and the procedures and requirements set forth in this Article 6 , if a Member wishes to Transfer its Membership Interests, such Member must Transfer all, and not less than all, of its Membership Interests. Any purported Transfer in breach of the terms of this Agreement shall be null and void ab initio, and the Company shall not recognize the transferee with respect to any such prohibited Transfer as a Member or an assignee of a Member.

6.2 Lock-Up Period . Other than with respect to a Transfer to in accordance with Section 6.1(a) , (b) or (c) or in accordance with Section 6.3 as a result of the dissolution or Bankruptcy of a Member, neither Member shall Transfer its Membership Interest prior to the expiration of [•] days from the [Effective Date] (the " **Lock-Up Expiration Date** ").

6.3 Dissolution or Bankruptcy of a Member .

(a) If a Member (i) is dissolved and wound up, or (ii) becomes Bankrupt (the " **Affected Member** "), it shall provide written notice (the " **Section 6.3 Notice** ") to the other Members (the " **Other Members** "), or if the Affected Member fails to provide the required notice within five (5) Business Days, the Company shall have the right to provide such notice to the Other Members. The entire Membership Interest owned by the Affected Member shall be deemed to be the subject of a proposed Transfer (subject to the provision of Section 6.9 with respect to the Lien) and, therefore, offered to the Other Members and the Affected Member shall be obligated to sell its Membership Interests in accordance with this Section 6.3 .

(b) Right to Purchase . The Other Members shall have the right, but not the obligation, to purchase all but not less than all of the Membership Interests of the Affected Member (in proportion to the respective number of Membership Interests of all electing Other Members or in such other proportions as such Other Members may agree) for cash at a price equal to Fair Market Value proposed by the Affected Member (and such right shall exist irrespective of any failure of the Affected Member to send the Section 6.3 Notice). If within a period of fifteen (15) days after delivery of the Section 6.3 Notice, (i) any one or more of the Other Member(s) deliver written notice of its acceptance of the terms and conditions without further reservations or conditions, the Affected Member shall sell all, but not less than all, of the Membership Interests to such Other Member(s) (in proportion to their respective Percentage Interests or such other proportions as such Other Member(s) may agree) by the later of (A) the twentieth (20th) Business Day after the receipt of such acceptance or (B) the fifth (5th) Business Day after receipt of all required governmental approvals or (ii) any one or more of the Other Member(s) deliver written notice of its acceptance of the terms and conditions but disagree with the proposed Fair Market Value, the Fair Market Value shall be determined in accordance with Section 6.3(c) and, once determined, the Affected Member shall sell all, but not less than all, of the Membership Interests to such Other Member(s) (in proportion to their respective Percentage Interests or such other proportions as such Other Member(s) may agree) by the later of (A) the twentieth (20th) Business Day after the receipt of such acceptance or (B) the fifth (5th) Business Day after receipt of all required governmental approvals. If none of the Other Member(s) timely accepts such terms and conditions to purchase all, but not less than all, of the Membership Interests, the right to acquire the Membership Interests hereunder as a result of such dissolution or Bankruptcy shall be irrevocably waived.

(c) In the event of a dissolution and winding up or Bankruptcy the Affected Member or its Designee shall include in its notification to the Other Members a statement of the proposed Fair Market Value of the Affected Member's Membership Interests. In the event the Members (including to the extent applicable any Designee), after engaging in good faith negotiations for ten (10) Business Days, cannot agree on the Fair Market Value of such Membership Interests, the Affected Member and the Other Members shall have ten (10) Business Days to agree on a third party appraiser (the " **Appraiser** ") who shall make a determination of Fair Market Value. The Appraiser must be a Person qualified by experience, knowledge, education and training to make a fair and informed determination with respect to the matter in dispute, which Person shall not be an Affiliate of any party, nor an employee, director, officer, shareholder, owner, partner, agent or a contractor of any party or of any Affiliate of any party, either presently or at any time during the previous two (2) years.

(d) After the designation of the Appraiser, the Affected Member and the Other Members shall have fifteen (15) days (" **Document Submission Period** ") to submit true copies of all documents considered relevant together with their respective statements of Fair Market Value. Additionally, the Appraiser may decide to require the submission of additional documents that the Appraiser considers necessary for the Appraiser's understanding and determination of the Membership Interests' Fair Market Value. Based on the documents submitted, the Appraiser shall have thirty (30) days from the end of the Document Submission Period (or within any other mutually agreeable period of time) to deliver its written opinion as to Fair Market Value and the decision rendered by the Appraiser shall be final and binding on the Affected Member and the Other Members.

(e) If the Affected Member and the Other Members cannot agree on an Appraiser, then the Affected Member shall select a Person and the Other Members collectively shall select a Person. The two individuals selected shall select a third Person meeting the qualifications to be the Appraiser. If the two individuals selected by the Members cannot agree on a third Person to act as the Appraiser, the Members will refer the issue to the regional office of the International Institute for Conflict Prevention and Resolution covering Houston, Texas, which shall select the third Person meeting the qualifications to be the Appraiser.

(f) The fees and costs associated with the Appraiser's determination of Fair Market Value will be borne one-half by the Affected Member and one-half by the Other Members; provided, however, each party shall bear its own fees and costs of legal representation and document preparation.

(g) Any disputes with respect to the foregoing process shall be resolved pursuant to the dispute resolution procedures set forth in Section 10.3 .

6.4 Effect of Transfer.

(a) Any Member who shall Transfer any Membership Interests shall, upon compliance with all provisions of this Article 6 , (i) cease to be a Member with respect to such Membership Interests and shall no longer have any rights or privileges of a Member

with respect to such Membership Interests and (ii) except for any Transfer in accordance with Section 6.1(a), (b) or (c), shall then be relieved of all obligations pursuant to this Agreement, other than (i) any liability for any breach of this Agreement with respect to such Membership Interests and (ii) the obligations set forth in Section 10.10 (and such obligations shall expire three (3) years following the date of the applicable Transfer).

(b) Upon compliance with all provisions of this Article 6, a Transferee shall become a Member and assume all obligations of the Transferor pursuant to this Agreement, other than any liability for any breach of this Agreement by the Transferor.

(c) Subject to Section 10.14, in the event any Member Transfers its Membership Interests to any Person who was not previously a Member, all references to the Transferor herein shall be deemed to refer to the Transferee after the consummation of such Transfer.

(d) Upon the Transfer of a Member's Membership Interests other than in compliance with Article 6, any Member or Affiliate of the Transferring Member then currently serving as Operator under the Operating Services Agreement shall offer to resign from such position subject to the terms of the Operating Services Agreement, and the Non-Transferring Member(s) (or its Affiliate) shall have the right, but not any obligation, to assume the rights as Operator under such agreement.

(e) Notwithstanding anything to the contrary in this Agreement, if any Member breaches its obligation pursuant to Article 6 relating to a proposed or purported Transfer during any period such Member remains in breach of Article 6, (i) all voting rights of the Member-Designees designated by such Member pursuant to this Agreement other than under Section 2.3(f) and (z) - (cc) will be suspended, (ii) all other Transfer rights of such Member pursuant to this Agreement will be suspended and (iii) all of such Member's rights to receive distributions from the Company will be suspended (and such Member shall not be entitled to any such distributions). For clarification purposes, if any Member breaches its obligation pursuant to Article 6 relating to a proposed or purported Transfer, the Member-Designees appointed by such Member shall have no right to vote other than with respect to those matters set forth pursuant to Section 2.3(f) and (z) - (cc). Unless such Member's rights to receive distributions are otherwise suspended pursuant to Section 5.1(e), promptly following such Member's cure of all breaches of Article 6, the Company shall pay to such Member, without interest, all distributions such Member would have otherwise received during the period of suspension pursuant to this Section 6.4(e).

6.5 Additional Restrictions on Transfer .

(a) Execution of Counterpart . Each Transferee of Membership Interests shall, as a condition precedent to such Transfer, execute and deliver to the Company a joinder agreement to this Agreement in a form reasonably satisfactory to the Committee pursuant to which such Transferee shall agree to be bound by the provisions of this Agreement.

(b) Legal Opinion . No Transfer of Membership Interests to a third party may be made unless (i) in the opinion of the Transferring Member's counsel, in form and substance reasonably satisfactory to all of the other Members (unless all such other Members waive their right to receive such opinion) such Transfer would not violate any federal securities Laws applicable to the Company or the interest to be Transferred, or cause the Company to be required to register as an "Investment Company" under the Investment Company Act of 1940, as amended and (ii) the Transferring Member provides reasonable assurance that such Transfer would not violate any state or foreign securities Laws applicable to the Company or the interest to be Transferred. Such opinion of counsel shall be delivered in writing to the Company prior to the date of the Transfer.

(c) Legal Fees. Each Transferee shall pay or reimburse the Company for all legal fees and filing costs incurred by the Company in connection with the admission of the Member, unless waived by the Members.

(d) Authority . If the Transferee is not an individual, it shall provide the Company with evidence, satisfactory to counsel for the Company, of its authority to become a Member under the terms and provisions of this Agreement.

6.6 Legend . In the event that certificated Membership Interests are issued, such certificated Membership Interests will bear the following legend:

"THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [•], 2018, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR APPLICABLE STATE SECURITIES LAWS ("STATE ACTS") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE TRANSFER OF THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN A LIMITED LIABILITY COMPANY AGREEMENT, DATED FEBRUARY [•], 2018, AS AMENDED AND MODIFIED FROM TIME TO TIME, GOVERNING THE ISSUER (THE "COMPANY"), AND BY AND AMONG CERTAIN INVESTORS (THE "LLC AGREEMENT"). THE MEMBERSHIP INTERESTS REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO ADDITIONAL TRANSFER AND OTHER RESTRICTIONS SET FORTH IN THE LLC AGREEMENT AND/OR A SEPARATE AGREEMENT WITH THE HOLDER OF THE MEMBERSHIP INTERESTS. A COPY OF SUCH CONDITIONS AND RESTRICTIONS SHALL BE FURNISHED BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE."

6.7 Transfer Fees and Expenses . Without limiting the obligation of the Transferee under Section 6.5(c) , the Transferor and Transferee of any Membership Interests shall be jointly and severally obligated to reimburse the Company for all reasonable expenses (including reasonable attorneys' fees and expenses) of any Transfer or proposed Transfer, whether or not consummated.

6.8 Void Transfers . Any purported Transfer by any Member of any Membership Interests in contravention of this Agreement (including the failure of the Transferee to execute a joinder agreement to this Agreement in the form reasonably acceptable to the Company and each other Member) or which would cause the Company (a) to be treated as an "investment company" under the Investment Company Act of 1940, as amended, or (b) not be treated as a partnership for U.S. federal income tax purposes, shall be null and void and of no legal effect, ab initio, and shall not bind or be recognized by the Company or any other party. No such purported Transferee shall have any rights as a Member, including any rights to any profits, losses or distributions of the Company.

6.9 Lien . Any purported Lien by a Member upon a Member's Membership Interests or any portion thereof, which is placed without the prior approval of all the other Members is expressly prohibited and shall be null and void and of no legal effect, ab initio, provided, however, that the Parties acknowledge and consent to a Lien upon a Member's Membership Interests or any portion thereof pursuant to a Lien granted to the senior lenders to the Affiliates of either Member. Notwithstanding the foregoing, if a creditor or trustee-in-bankruptcy seeks to commence foreclosure remedies or proceedings upon all or any portion of the Membership Interests of a Member by a legal or equitable proceeding pursuant to a Lien granted in accordance with this Section 6.9 , the affected Member shall notify the other Member in writing, or if the affected Member fails to provide the required notice within five (5) Business Days, the Company shall have the right to provide the required notice to the non-affected Member. Such notice shall be deemed a Section 6.3 Notice for purposes of Section 6.3 and the entire Membership Interest owned by the affected Member shall be deemed to be the subject of a proposed Transfer (subject to the Lien), and the Affected Member shall be obligated to sell its Membership Interest in accordance with Section 6.3 and this Section 6.9 .

6.10 Overriding Restrictions on Transfer . Notwithstanding anything else contained in this Article 6 , and subject to the other restrictions set forth in this Agreement, no Membership Interests shall be Transferred:

(a) other than as set forth in Section 6.1(b) or Section 6.1(c) , to a Transferee:

(i) if rated, with a credit rating below "B" on Moody's or the Standard & Poor's credit rating scale;

(ii) if unrated, that has net financial assets which are less than the Member proposing the Transfer, after considering the support of any Guaranty offered by the proposed Transferee, or is otherwise judged not reasonably creditworthy by the Committee or

(iii) who is not generally in the business of producing, marketing, selling, storing and transporting fuels or petroleum products;

(b) without (i) an opinion of counsel to the Transferor (which counsel must be reasonably acceptable to each of the non-Transferors), in form and substance satisfactory to the Members (unless waived by each of the non-Transferors) that the Transfer is exempt from the registration requirements of the applicable federal securities Laws and (ii) reasonable assurance that such Transfer is exempt from the registration requirements of any state or foreign securities Laws applicable to the such Transfer; and

(c) unless and until the Company receives from the Transferee any information regarding the Transferee and an executed joinder agreement to this Agreement in the form that the Company or any other Member may reasonably require.

6.11 Rights of Transferees . A Transferee shall have no rights under the Act, the Certificate, or this Agreement until the requirements of this Article 6 have been met.

6.12 Distributions and Allocations in Respect to a Transferred Interest . Subject to the option provided in Section 9.6(c) , if a Transferred Interest is Transferred in compliance with the provisions of this Agreement during any accounting period, profits, losses, each item thereof and all other items attributable to the Transferred Interest for such period shall be divided and allocated between the Transferor and the Transferee by taking into account their varying interests during the period in accordance with Code Sec. 706(d) and the Regulations issued thereunder, using an interim closing of the books or any other method and conventions permitted by Law and selected by the Members. All distributions on or before the date of such Transfer shall be made to the Transferor, and all distributions thereafter shall be made to the Transferee. None of the Company, the Committee Members or the Operator shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 6.12 whether or not the Committee Members, the Operator or the Company have knowledge of any Transfer of ownership of any Membership Interests. In addition, the Company, the Committee Members or the Operator shall be entitled to treat the Transferor as the absolute owner thereof in all respects, and shall incur no liability for distributions made in good faith to it, until such time as the Transfer meets all of the requirements of this Agreement.

Article 7
MERGER AND CONVERSION

The Company may merge or consolidate with one or more limited liability companies or other business entities or convert from a limited liability company only upon a vote pursuant to Section 2.3 .

Article 8
DISSOLUTION

8.1 Events Causing Dissolution . Subject to the provisions of any Laws, the Company shall dissolve and its affairs shall be wound up upon the approval of the Committee pursuant to Section 2.3 .

8.2 Dissolution Procedure.

(a) Upon dissolution of the Company, the Operator shall promptly wind up the affairs of the Company, liquidate and discharge or provide for all debts and liabilities of the Company and distribute the remaining assets in accordance with the Act and this Agreement. The Operator shall use reasonable efforts to complete the winding up within one (1) year of dissolution; provided, however, that the Company shall either (i) retain cash in an amount agreed by the Members as reasonably necessary to cover the costs and expenses of a future audit and/or litigation regarding tax matters of the Company, including any anticipated costs and expenses required to be paid under Section 9.1(a) by the Company; or (ii) provide for the payment of the costs and expenses referenced in clause (i) in a manner agreed by the Members acting in good faith.

(b) If assets are distributed in kind to the Members after approval thereof by the Committee, all assets shall be valued at their then fair market value as determined by the Committee in accordance with Section 2.3(h), and the Members' Capital Accounts shall be adjusted accordingly, as provided for in the Sec. 704(b) Regulations. This fair market value shall be used for purposes of determining the amount of any distribution to a Member pursuant to Section 8.5.

8.3 Profits or Losses in Winding Up . The Members shall continue to share profits and losses during the winding up process in the same proportion as before the dissolution. Any gain or loss on the disposition of Company assets in the process of winding up shall be allocated among the Members in accordance with the provisions of Section 5.4 and Sections 9.3, 9.4 and 9.5, except as may be otherwise required by the Code or the Regulations.

8.4 Tax Obligations . Before the assets of the Company are distributed pursuant to Section 8.5, the Company shall file Tax Returns and pay tax obligations if and as required by Law.

8.5 Distributions at Liquidation . Subject to the right of the Committee and the Operator to establish cash reserves as may be deemed reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other funds of the Company shall be distributed as follows:

(a) first, to the payment and discharge of all of the Company's debts and liabilities to creditors, including the Operator, Members, Committee Members and their Affiliates as provided in Sections 18-804(a)(1) and (2) of the Act; and

(b) second, after the adjustments referred to in Section 8.2, to the Members in an amount equal to the positive Capital Account balance of each Member, determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs, and such amount shall be paid to the Members in accordance with the provisions of Regulations Section 1.704-1(b)(2)(ii)(b)(2).

8.6 Final Report . Within a reasonable time following the completion of the liquidation and winding up of the Company, the Company shall cause the Committee to produce a statement of the assets and Liabilities of the Company as of the date of complete liquidation and each Member's portion of payments and distributions pursuant to Section 8.5 .

8.7 Rights of Member; Restoration of Capital Account . Each Member shall look solely to the assets of the Company for all distributions, and no Member shall have recourse (upon dissolution or otherwise) against any other Member; provided, however, that nothing contained herein shall alter the obligations that a Member may have to the Company or any other Member under any Transaction Agreement. No Member shall be entitled to receive property other than cash upon dissolution and termination of the Company, unless otherwise determined by the Committee. No Member shall be obligated to restore a negative balance in such Member's Capital Account.

8.8 Termination . Upon the completion of the liquidation and winding up of the Company and the distribution of all Company assets, the Company shall terminate. The Operator shall have the authority to execute and record a Certificate of Cancellation pursuant to Section 18-203 of the Act as well as any and all other documents required to effect the dissolution and termination of the Company.

8.9 Waiver of Judicial Dissolution . To the fullest extent permitted by Law and notwithstanding anything set forth in this Agreement to the contrary, each Member and Committee Member hereby waives and renounces any right to seek judicial dissolution, liquidation or termination of the Company under Section 18-802 of the Act or otherwise at law or in equity.

8.10 Deficit Capital Accounts . No Member shall have any obligation to restore any negative balance in its Capital Account upon liquidation of the Company.

Article 9
TAX PROVISIONS AND CAPITAL ACCOUNTS

9.1 Tax Member .

(a) Until removed or replaced in accordance with the terms of this Agreement and the Operating Services Agreement, the Company shall serve as "partnership representative" of the Company within the meaning of Code Section 6223 (as amended by the BBA) (the " **Tax Member** "); provided, however, that the appointment of the Company as the Tax Member for any prior Fiscal Year for which an IRS Form 1065 has been filed shall not be revoked without the consent of the Company. The Tax Member shall have (i) the power to manage and control, on behalf of the Company, any administrative proceeding at the Company level with the Internal Revenue Service relating to the determination of any item of Company income, gain, loss, deduction or credit for federal income tax purposes, (ii) such other rights and powers provided under the Code and (iii) rights similar to those set forth in clauses (i) and (ii) herein with respect to any state or local tax matter or administrative tax proceeding. Neither the Tax Member nor its directors, officers, stockholders, partners, members and Affiliates (without giving effect to the last two sentences of such definition) shall be liable to the Company or the Members for acts or omissions taken or suffered by it in its capacity as Tax Member in

good faith in the belief that such act or omission is in accordance with the directions of the Committee, and the Tax Member and its officers, directors, stockholders, partners, members, and Affiliates (without giving effect to the last two sentences of such definition) shall be an Indemnitee under Section 4.1; provided that such act or omission is not in willful violation of this Agreement and does not constitute fraud or a willful violation of Law. All expenses incurred by the Tax Member with respect to any tax matter that does or may affect the Company, or any Member by reason thereof, including but not limited to expenses incurred by the Tax Member in connection with Company level administrative or judicial tax proceedings, shall be paid for out of Company's assets and shall be treated as Company expenses. The provisions of this Section 9.1 shall survive the termination of the Company, this Agreement or the termination of any Member's Member Interest and shall remain binding on the Members for a period of time necessary to resolve with the Internal Revenue Service, the United States Department of the Treasury and/or any other tax authority any and all matters regarding the United States Federal and state and local income taxation of the Company and the Member's obligations and duties provided herein.

(b) If the Internal Revenue Service, in connection with an audit governed by the Partnership Tax Audit Rules, proposes an adjustment in the amount of any item of income, gain, loss, deduction, or credit of the Company, or any Member's distributive share thereof, and such adjustment results in an "imputed underpayment" as described in Code Section 6225(b) of the Partnership Tax Audit Rules (a " **Covered Audit Adjustment** "), the Tax Member may in its discretion elect, to the extent that such election is available under the Partnership Tax Audit Rules (taking into account whether the Tax Member has received any needed information on a timely basis from the Members), to apply the alternative method provided by Code Section 6226 of the Partnership Tax Audit Rules (the " **Alternative Method** "). The Members agree to act in a timely manner to permit an election of the Alternative Method, and each Member agrees to provide any needed information on a timely basis necessary or required or helpful to elect the Alternative Method.

(c) To the extent that the Alternative Method is not elected for a Covered Audit Adjustment, the Tax Member shall use commercially reasonable efforts to make any modifications available under Code Section 6225(c)(3) and (4) of the Partnership Tax Audit Rules to the extent that such modifications are available (taking into account whether the Tax Member has received any needed information on a timely basis from the Members) and would reduce any Partnership Level Taxes (defined below) payable by the Company with respect to the Covered Audit Adjustment. Additionally, to the extent that the Company does not elect the Alternative Method with respect to a Covered Audit Adjustment, if requested by a Member, the Company shall provide to such Member information allowing such Member (or indirect partner as defined under Proposed Regulations Section 301.6241-1(a)(4)(or any successor thereto)) to file an amended U.S. federal income tax return, as described in Code Section 6225(c)(2) of the Partnership Tax Audit Rules, to the extent such amended return and payment of any related taxes, additions to tax, penalties and interest, would reduce the Partnership Level Taxes. In addition to and not in limitation of the forgoing, each Member agrees to timely provide the Tax Member with any information, statements, affidavits or executed Internal

Revenue Service forms reasonably necessary for the Tax Member to elect the Alternative Method, to effect any modification under Code Section 6225(c) of the Partnership Tax Audit Rules, or to allow the Members (or indirect partners as defined above) to file amended returns under Code Section 6225(c)(2) of the Partnership Tax Audit Rules, or to provide evidence of a Member's (or indirect partner's as defined above) filing of, and payment of taxes, additions to taxes, penalties and interest attributable to, an amended tax return under Code Section 6225(c)(2) of the Partnership Tax Audit Rules.

(d) Notwithstanding any provision of this Agreement to the contrary, any taxes, penalties, additions to taxes, and interest payable under the Partnership Tax Audit Rules by the Company (" **Partnership Level Taxes** ") shall be treated as attributable to the Members (or former Members, as applicable) of the Company, and the Tax Member shall allocate the burden of any such Partnership Level Taxes to those Members (or former Members, as applicable) to whom such amounts are reasonably attributable (whether as a result of their status, actions, inactions, or otherwise) taking into account the effect of any modifications described in Section 9.1(c) that reduce the amount of Partnership Level Taxes. All Partnership Level Taxes allocated to a Member (or former Member, as applicable), at the option of the Tax Member applied consistently to all Members (or former Members, as applicable), shall (i) be promptly paid to the Company by such Member (or former Member, as applicable) (" **Option A** ") or (ii) be paid by reducing the amount of the current or next succeeding distribution or distributions which would otherwise have been made to such Member pursuant to Article V or if distributions are not sufficient for that purpose, by reducing the proceeds of liquidation otherwise payable to such Member pursuant to Article VIII (" **Option B** "). If the Tax Member selects Option A, the Company's payment of the Partnership Level Taxes allocated to the applicable Member (or former Member, as applicable) shall be treated as a distribution to such Member (or former Member, as applicable) and the payment by such Member (or former Member, as applicable) to the Company shall be treated as a capital contribution for U.S. federal income tax purposes; provided that such payments shall not affect the Capital Accounts of, any other contributions to be made by, or the distributions and allocations to be made to the applicable Members (or former Members, as applicable) under this Agreement. If the Tax Member selects Option B, the applicable Member shall for all purposes of this Agreement be treated as having received a distribution of the amount of its allocable share of the Partnership Level Taxes at the time such Partnership Level Taxes are paid by the Company. To the fullest extent permitted by law, each Member (and former Member, as applicable) hereby agrees to indemnify and hold harmless the Company and the other Members (and former Members, as applicable) from and against any liability for Partnership Level Taxes allocated to such Member (or former Member, as applicable) under this Section 9.1(d) . For the avoidance, of doubt, regarding the potential obligation of a former Member under this Section 9.1 , each Member agrees that notwithstanding any other provision of this Agreement, if it is no longer a Member it shall nevertheless be obligated for any responsibilities under this Section 9.1 as if it were a Member at the time of the demand hereunder.

(e) No Member shall file a request pursuant to Code Section 6227 for an administrative adjustment of Company items for any taxable year, or a petition under Code Section 6234 with respect to any item involving the Company, without first notifying the other Members.

(f) The Tax Member will keep the Members promptly informed about any communications with the tax authorities in connection with any Company-level audit. The Tax Member will consult in good faith with the Members regarding material matters in connection with any such audit about strategy and use commercially reasonable efforts to give the Members the opportunity to attend any meetings with the tax authorities in such audits (it being understood that the tax authorities are not always amenable to such participation), but will ultimately control the selection of counsel or advisors to assist in the audits and the approach taken with the tax authorities. The Tax Member will provide each Member with notice reasonably in advance of any meetings or conferences with respect to any administrative or judicial proceedings relating to the determination of Company items at the Company level (including any meetings or conferences with counsel or advisors to the Company with respect to such proceedings) and (to the extent permitted by the tax authorities) each Member will have the right to participate, at its sole cost and expense, in any such meetings or conferences. The reference to Members in this paragraph (f) shall include former Members to the extent the Company level audit involves a reviewed year (as that term is defined in Section 6225(d)(1) of the Code (as amended by the BBA)) in which the former Member was a Member.

(g) The Tax Member shall provide any Member, upon written request, access to all accounting and tax information, workpapers and schedules related to the Company within a reasonable time.

(h) No Member shall file a notice of inconsistent treatment under Code Section 6222(c) (as amended by the BBA).

(i) Combined or Consolidated Returns . If either Member is required to include the income, receipts or related items of the Company in a combined or consolidated return filed by such Member (the " **Including Member** "), the Including Member shall pay the tax due in connection with such combined or consolidated return; and the Company shall promptly pay the Including Member the amount of tax that the Company would have been required to pay if the Company had filed a hypothetical "standalone" return for such period. Tax administration and controversy matters with respect to any such taxes shall be handled by the Tax Member. The Tax Member shall keep the Members reasonably informed of developments, shall promptly deliver copies of any written communications with the tax authorities related to such issue, and shall provide the Members with a reasonable opportunity to comment on any communication to the tax authorities related to such issue, taking into account any reasonable comments of the Members.

9.2 Capital Accounts.

(a) Maintenance. A Capital Account shall be established and maintained for each Member. Each Member's Capital Account (a) shall be increased by (i) the amount of money contributed by that Member to the Company, (ii) the Agreed Value of

Contributed Property contributed by that Member to the Company (net of Liabilities associated with the Contributed Property that the Company is considered to assume or take subject to under the provisions of Code Sec. 752) and (iii) allocations to that Member of Net Profits and other items of income and gain specifically allocated to such Member, and (b) shall be decreased by (i) the amount of money distributed to that Member by the Company, (ii) the fair market value of property distributed to that Member by the Company (net of Liabilities associated with the distributed property that the Member is considered to assume or take subject to under the provisions of Code Sec. 752) and (iii) allocations to that Member of Net Losses and other items of loss and deductions specifically allocated to such Member. For purposes of making the adjustments to the Members' Capital Accounts as set forth in the immediately preceding sentence, a liability of the Company that is assumed by a Member shall be treated as money contributed by such Member to the Company, and a liability of a Member assumed by the Company shall be treated as money distributed to such Member by the Company, subject to the exceptions and other rules set forth in Regulations Section 1.704-1(b)(2)(iv)(c). Except as otherwise provided in this Agreement, whenever it is necessary to determine the Capital Account balance of any Member for purposes of this Agreement, the Capital Account of the Member shall be determined after giving effect to (x) all Capital Contributions made to the Company on or after the date of this Agreement, (y) all allocations of income, gain, deduction and loss pursuant to Section 5.4 and this Article 9 for operations and transactions effected on or after the date of this Agreement and prior to the date such determination is required to be made under this Agreement and (z) all distributions made on or after the date of this Agreement.

(b) Transfers. Upon the Transfer of a Member's Membership Interests or part of a Member's Membership Interests, the Capital Account of the Transferor Member that is attributable to the Transferred Membership Interests shall be carried over to the Transferee with respect to the Transferred Membership Interests.

(c) Book/Tax Disparities . The realization, recognition and classification of any item of income, gain, loss or deduction for Capital Account purposes shall be the same as its realization, recognition and classification for federal income tax purposes; provided, however, that:

(i) Any deductions for depreciation, cost recovery or amortization attributable to Contributed Property shall be determined as if the adjusted tax basis of such property on the date it was acquired by the Company was equal to the Agreed Value of such property. Upon adjustment pursuant to this Section 9.2 of the Carrying Value of the Company Property subject to depreciation, cost recovery or amortization, any further deductions for such depreciation, cost recovery or amortization shall be determined as if the adjusted tax basis of such property were equal to its Carrying Value immediately following such adjustment. Any deductions for depreciation, cost recovery or amortization under this Section 9.2(c)(i) shall be computed in accordance with Sec. 1.704-1(b)(2)(iv)(g)(3) of the Regulations.

(ii) Any income, gain or loss attributable to the taxable disposition of any property shall be determined by the Company as if the adjusted tax basis of such property as of such date of disposition were equal in amount to the Carrying Value of such property as of such date.

(iii) All items incurred by the Company that cannot be deducted under Sections 267(a) or 707(b) of the Code shall, for purposes of Capital Accounts, be treated as an item of deduction for purposes of determining Net Profits and Net Losses and shall be allocated among the Members according to Article 5 .

(iv) Unless the Members agree otherwise by a unanimous consent of the Percentage Interest of all Membership Interests entitled to vote, upon the contribution to the Company by a new or existing Member of cash or Contributed Property (other than a de minimis contribution), the Capital Accounts of all Members and the Carrying Values of all Company Properties immediately prior to such contribution shall be adjusted (consistent with the provisions hereof and with the Regulations under Code Sec. 704) upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to each Company Property, as if such Unrealized Gain or Unrealized Loss had been recognized upon an actual sale of each such Property immediately prior to such contribution and had been allocated to the Members in accordance with Article 5 and this Article 9 .

(v) Immediately before the actual distribution of any Company Property (other than cash or deemed cash) or the distribution of cash or deemed cash in redemption of all or a portion of a Member's Membership Interests, the Capital Accounts of all Members and the Carrying Value of all Company Property shall be adjusted (consistent with the provisions of this Agreement and Regulations under Code Sec. 704) upward or downward to reflect any Unrealized Gain or Unrealized Loss attributable to each item of Company Property, as if such Unrealized Gain or Unrealized Loss had been recognized upon an actual sale of each such item of Company Property immediately prior to such distribution and had been allocated to the Members at such time in accordance with Article 5 .

(vi) The computation of all items of income, gain, loss and deduction shall include those items described in Code Sec. 705(a)(1)(B) and Sec. 705(a)(2)(B) Expenditures without regard to the fact that such items are not includable in gross income or are not deductible for federal income tax purposes.

(d) General Requirement. In addition to the adjustments required by the foregoing provisions of this Section 9.2 , the Capital Accounts of the Members shall be adjusted in accordance with the capital account maintenance rules of Sec. 1.704-1(b)(2)(iv) of the Regulations. The foregoing provisions of this Section 9.2 are intended to comply with Sec. 1.704-1(b)(2)(iv) of the Regulations and shall be interpreted and applied in a manner consistent with such Regulations. If the Members unanimously determine that it is prudent to modify the manner in which the Capital Accounts are computed in order to comply with such Regulations, the Members may make such modification. No Member shall have any liability to any other Member for any failure to exercise any such discretion to make any modifications permitted under this Section 9.2(d) .

(e) Current Capital Accounts . The Capital Account balance of each Member, as of the date of this Agreement, shall be set forth opposite the Member's name on Exhibit B .

9.3 Tax Allocations and Other Tax Matters.

(a) Except as provided in Section 9.3(b) hereof, for income tax purposes, each item of income, gain, loss, deduction and credit shall be allocated among the Members in the same manner as its correlative item of book income, gain, loss, deduction or credit is allocated pursuant to Section 5.4 .

(b) Code Sec. 704(c) Requirements . In the case of Contributed Property, items of income, gain, loss, deduction and credit, as determined for federal income tax purposes, shall be allocated first in a manner consistent with the requirements of Code Sec. 704(c) to take into account the difference between the Agreed Value of such property and its adjusted tax basis at the time of contribution. In the case of Adjusted Property, such items shall be allocated in a manner consistent with the principles of Code Sec. 704(c) to take into account the difference between the Carrying Value of such property and its adjusted tax basis. Any elections or other decisions relating to the allocations shall be made by the Company in any manner permitted by Sec. 1.704-3(b), (c) and (d) of the Regulations. If the item of Adjusted Property was originally Contributed Property, the allocation required by this Section 9.3 also shall take into account the other requirements of this Article 9 . All items of income, gain, loss, deduction and credit recognized by the Company for federal income tax purposes and allocated to the Members in accordance with the provisions of this Agreement shall be determined with regard to any election under Code Sec. 754 which may be made by the Company and shall be adjusted as necessary or appropriate to take into account those tax basis adjustments permitted by Code Secs. 734 and 743.

(c) Recapture Allocations . Whenever the income, gain and loss of the Company allocable under this Agreement consist of items of different character for tax purposes (e.g., ordinary income, long-term capital gain, interest expense, etc.), the income, gain and loss for tax purposes allocable to each Member shall be deemed to include the Member's pro rata share of each such item, except as otherwise required by the Code and the Regulations. Notwithstanding the foregoing, if the Company realizes depreciation recapture income pursuant to Code Secs. 1245 or 1250 (or other comparable provision) as the result of the sale or other disposition of any asset, the allocations to each Member hereunder shall be deemed to include the same proportion of such depreciation recapture as the total amount of deductions for tax depreciation of such asset previously allocated to such Member bears to the total amount of deductions for tax depreciation of such asset previously allocated to all Members, as provided in the Regulations. This Section 9.3(c) shall be construed to affect only the character, rather than the amount, of any items of income, gain and loss.

9.4 Special Regulatory Allocations . The following Regulatory Allocations shall be made in the following order:

(a) Minimum Gain Chargeback . Notwithstanding anything in this Agreement to the contrary, if there is a net decrease in Minimum Gain during any tax year of the Company, then, prior to any other allocations provided for in this Agreement, a Member shall be specially allocated items of Company income and gain for the year (and, if necessary, for succeeding years) equal to that Member's share of the net decrease in Minimum Gain in accordance with Sec. 1.704-2(f) of the Regulations and other applicable Regulations. The items to be allocated shall be determined in accordance with Sec. 1.704-2(f)(6) of the Regulations.

(b) Member Minimum Gain Chargeback . If during a taxable year of the Company there is a net decrease in Member Nonrecourse Debt Minimum Gain, any Member with a share of that Member Nonrecourse Debt Minimum Gain (determined under Sec. 1.704-2(i)(5) of the Regulations) as of the beginning of the year shall be allocated items of income and gain for the year (and, if necessary, for succeeding years) equal to that Member's share of such net decrease in accordance with Sec. 1.704-2(i) of the Regulations and other applicable Regulations.

(c) Qualified Income Offset . If any Member unexpectedly receives any adjustments, allocations, or distributions described in subsections (4), (5) or (6) of Sec. 1.704-1(b)(2)(ii)(d) of the Regulations, then items of income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate as quickly as possible, to the extent required by the Regulations, any deficit in a Member's Capital Account caused by the unexpected adjustment, allocation or distribution, but only to the extent that the Member does not otherwise have an obligation to restore its Capital Account deficit. This Section 9.4(c) is intended to satisfy the "qualified income offset" provisions of Sec. 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

(d) Allocation of Nonrecourse Deductions . Items of loss, deduction and Code Sec. 705(a)(2)(B) Expenditures attributable under Sec. 1.704-2(c) of the Regulations to increases in the Company's Minimum Gain shall be allocated, as provided in Sec. 1.704-2(e) of the Regulations, to the Members in accordance with the allocation provisions set forth in Article 5 .

(e) Allocation of Member Nonrecourse Deductions . Notwithstanding the provisions of Section 5.4 , items of loss, deduction and Code Sec. 705(a)(2)(B) Expenditures attributable under Sec. 1.704-2(i) of the Regulations to Member Nonrecourse Debt shall (prior to any allocation pursuant to Section 5.4) be allocated, as provided in Sec. 1.704-2(i) of the Regulations, to the Members in accordance with the ratios in which they bear the economic risk of loss for such debt for purposes of Sec. 1.752-2 of the Regulations.

9.5 Ameliorative Allocations . The allocations in Section 9.4 and this Section 9.5 (the " **Regulatory Allocations** ") are intended to comply with certain requirements under Section 704 of the Code and the Regulations. It is the intent of the Members that all Regulatory Allocations shall be offset with other Regulatory Allocations or special allocations of other items of income, gain, loss or deduction of the Company pursuant to this Section 9.5 . The Tax Member shall, to the fullest extent permissible under applicable Law, make allocations pursuant to this Section 9.5 to minimize any distortions in the economic arrangement of the Members that might otherwise result from the application of the Regulatory Allocations and, in that regard, shall take into account any future required offsetting allocations.

9.6 Tax Returns and Elections.

(a) Tax Returns . The Company shall cause to be prepared and timely filed all necessary federal and state tax returns for the Company, including making the elections described in Section 9.6(b) . Upon written request by the Company, each Member shall furnish to the Company all pertinent information in its possession relating to Company operations that is necessary to enable the Company's tax returns to be prepared and filed.

(b) Tax Elections . The Company shall make the following elections on the appropriate tax returns:

(i) to adopt the accrual method of accounting;

(ii) to use the calendar year as provided for in Section 9.7 as the taxable year;

(iii) an election pursuant to Section 754 of the Code;

(iv) to elect to deduct and/or amortize the organizational expenses of the Company as permitted by Section 709(b) of the Code;

(v) to elect to deduct and/or amortize the start-up expenditures of the Company as permitted by Section 195(b) of the Code; and

(vi) any other election that the Committee deems appropriate and in the best interests of the Company or Members, as the case may be.

It is the intention of the Members that the Company be treated as a partnership for U.S. federal income tax purposes and neither the Company nor any Member may make any election to the contrary, including an election pursuant to Treasury Regulation section 301.7701-3(c) or any similar provisions of applicable state law, and no provision of this Agreement shall be construed to sanction or approve such an election.

(c) Pro Rata Method . In the event of a Transfer of ownership of all of the Membership Interests of a Member, the Transferor and the Transferee shall have the option to elect the pro rata method of determining items to be included in the taxable income of the respective party pursuant to Regulations Section 1.706-1(c)(2) or any successor provision thereto. Upon presentation by the Transferor and its Transferee to the Tax Member of an agreement duly executed under the applicable regulations, the Company shall use the pro rata method in reporting partnership items to the Transferor Member and its Transferee in connection with the Transferred Interest.

(d) Remedial Method . For purposes of the allocations set forth in Section 9.3(b) , the Company hereby elects the remedial method of allocation under Regulations Section 1.704-3(d).

9.7 Fiscal Year . Unless a different tax year is required under the Code and the Regulations, the fiscal year of the Company (the " **Fiscal Year** ") shall end on December 31 of each calendar year. The Company shall have the same Fiscal Year for United States federal income tax purposes and for accounting purposes.

Article 10
GENERAL PROVISIONS

10.1 Entire Agreement . This Agreement, any exhibit or schedules hereto, and the Transaction Agreements constitute the full and entire understanding and agreement among the Members with regard to the subject matters hereof and thereof and supersedes all other prior agreements with regard to the subject matters hereof and thereof.

10.2 Binding Provisions; Assignment . The covenants and agreements contained in this Agreement shall be binding upon the successors, assigns, heirs, estates and personal representatives of the respective Members and the Committee Members. Except for Transfers pursuant to Article 6 , none of the rights, privileges or obligations set forth in, arising under or created by this Agreement may be assigned or transferred without the prior written consent of all of the Members.

10.3 Governing Law; Dispute Resolution; Jurisdiction .

(a) This Agreement and all questions relating to the interpretation or enforcement of this Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive Laws of any jurisdiction other than Delaware.

(b) Claims or controversies arising out of this Agreement shall be determined and resolved in accordance with the following procedures:

(i) Any claim or controversy arising out of or relating to this Agreement, including without limitation the meaning of its provisions, or the proper performance of its terms, its breach, termination or invalidity (each, a " **Dispute** ") will be resolved in accordance with the procedures specified in this Section 10.3 , which until the completion of the procedures set forth in Section 10.3(b)(iii) , will be the sole and exclusive procedure for the resolution of any such Dispute, except that any party, without prejudice to the following procedures, may file a complaint to seek preliminary injunctive or other provisional judicial relief, if, in its sole judgment, that action is necessary to avoid irreparable damage or to

preserve the status quo or to avoid any applicable statute of limitations running that is not tolled in accordance with Section 10.3(b)(iv) below. Despite that action the parties will continue to participate in good faith in the procedures specified in this Section 10.3(b) .

(ii) Any party wishing to initiate the Dispute resolution procedures set forth in this Section 10.3 must give written notice of the Dispute to the other party (a " **Dispute Notice** "). The Dispute Notice will include (i) a statement of that party's position and summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other Person who will accompany the executive, in the negotiations under Section 10.3(b)(iii) .

(iii) If any party has given a Dispute Notice, the parties will attempt in good faith to resolve the Dispute within thirty (30) days of delivery of the Dispute Notice (such period, the " **Negotiation Period** ") by negotiations between executives who have authority to settle the Dispute and who are either a Member-Designee of the Company or at a Vice President or higher level of management (or functional equivalent) of the Person (or its managing member or general partner) with direct responsibility of the administration of this Agreement or the matter in Dispute. Within fifteen (15) days after the delivery of the Dispute Notice, the receiving party will submit to the other a written response. The response shall include (A) a statement of the party's position and a summary of arguments supporting that position, and (B) the name and title of the executive who will represent that party and of any other Person who will accompany the executive. During the Negotiation Period, such executives of the parties will meet at least weekly, at a mutually acceptable time and place, and thereafter during the Negotiation Period as more often as they reasonably deem necessary, to attempt to resolve the Dispute.

(iv) All applicable statutes of limitation and defenses based upon the passage of time will be tolled while the procedures specified in Section 10.3 are pending. The parties will take any action required to effectuate that tolling. Each party is required to continue to perform its obligations under this Agreement pending completion of the procedures set forth in Section 10.3 , unless to do so would be impossible or impracticable under the circumstances.

(v) If a Dispute is not resolved as of the end of the Negotiation Period (including any agreed extensions), the Dispute shall be resolved and decided by the state and federal courts located in New Castle County, Delaware (collectively, the " **New Castle County Courts** "). Each of the parties hereby irrevocably and unconditionally, for itself and its property, submits to the exclusive jurisdiction in the New Castle County Courts and any appellate court from any thereof, in any suit, action or other proceeding arising out of or relating to this Agreement, any related agreement (including any Transaction Agreement) or any transaction contemplated hereby or thereby, and agrees that all claims in respect of such suit, action or other proceeding may be heard and determined in any such court, and

each of the parties hereby irrevocably and unconditionally (i) agrees not to commence any such suit, action or proceeding except in the New Castle County Courts, (ii) agrees that any claim in respect of any such action or proceeding may be heard and determined in the New Castle County Courts, and any appellate court from any thereof, (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding in the New Castle County Courts, and (iv) waives, to the fullest extent it may legally and effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding in the New Castle County Courts. Each party hereby agrees that service of summons, complaint or other process in connection with any proceedings contemplated hereby may be made by registered or certified mail addressed to such party at the address specified pursuant to Section 10.6 .

10.4 Waiver of Jury Trial . EACH OF THE COMPANY, THE MEMBERS, AND ANY INDEMNITEES SEEKING REMEDIES HEREUNDER, HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT OR ACTION OF ANY MEMBER, COMMITTEE MEMBER OR INDEMNITEE, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE.

10.5 Severability . If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provisions as may be possible and be legal, valid and enforceable.

10.6 Notices . Except as otherwise provided in this Agreement, all notices required or permitted to be given under this Agreement shall be sufficient and deemed delivered if in writing, as follows: (i) by personally delivering the notice to the party entitled to receive it or (ii) by Federal Express or any other reputable overnight carrier, in which case the notice shall be deemed to be given as of the date it is delivered. All notices to the Company shall be addressed to the Operator at the address specified in the Operating Services Agreement, with a copy (which shall not constitute notice) to each Member at the applicable address set forth below. All notices to the Member-Designees shall be addressed to such Member-Designees at the addresses on file with the Company, with a copy (which shall not constitute notice) to the Member appointing each such Member-Designee at the applicable address set forth below. All other notices shall be addressed as follows:

If to BlendStar:

Green Plains Partners LP
1811 Aksarben Drive
Omaha, Nebraska 68106
Attn: Patrich Simpkins, Chief Development Officer

With a copy to:

Green Plains Partners LP
1811 Aksarben Drive
Omaha, Nebraska 68106
Attn: Michelle Mapes, General Counsel

If to DKL:

Delek Logistics Partners, LP
7102 Commerce Way
Brentwood, Tennessee 37027
Attn: Frederec Green, Executive Vice President

With a copy to:

Delek Logistics Partners, LP
7102 Commerce Way
Brentwood, Tennessee 37027
Attn: Melissa M. Buhrig, General Counsel

Any party hereto may specify a different address, by written notice to the other parties hereto. The change of address shall be effective upon the other parties' receipt of the notice of the change of address.

10.7 Counterparts . This Agreement may be executed in two or more counterparts, any one of which counterparts need not contain the signatures of more than one party, each one of which counterparts constitutes an original, and all of which counterparts taken together constitute one and the same instrument. A signature delivered by facsimile or other electronic transmission (including e-mail) will be considered an original signature. Any Person may rely on a copy or reproduction of this Agreement, and an original will be made available upon a reasonable request.

10.8 No Third-Party Beneficiaries . Except as expressly set forth in Section 6.3 , Section 6.9 and Article 4 , nothing contained in this Agreement shall create or be deemed to create any rights or benefits in any third parties.

10.9 Amendment of Agreement . Neither this Agreement nor the Certificate may be amended or modified except by a vote pursuant to Section 2.4 .

10.10 Confidentiality; Press Releases . Without the consent of the Committee or the other Member(s), no Member shall divulge to any Person any information relating to the assets, liabilities, operations, business affairs or any other such information about the Company or any of its Subsidiaries (including, without limitation, confidential shipper information, pricing, cost data and other commercially sensitive information relating to the Business), that is not already publicly available or that has not been publicly disclosed pursuant to authorization by the Committee (" **Confidential Information** "), except (a) as required by Law, (b) as required pursuant to an order of a court of competent jurisdiction, (c) as necessary to perform its obligations pursuant to the Operating Services Agreement, (d) to the extent necessary to enforce the rights of such Member under this Agreement or the Transaction Agreements, (e) to a Specified Affiliate or, with respect to DKL, a DKL Subsidiary, or with respect to BlendStar, a BlendStar Subsidiary, and any other legal, accounting, investment or banking representatives (" **Representatives** "), and (f) to any self-regulating authority, such as a stock exchange; provided that, any Member disclosing any such information to a Specified Affiliate, DKL, a DKL Subsidiary, BlendStar, a BlendStar Subsidiary or their Representative shall (i) inform such Specified Affiliate, DKL, DKL Subsidiary, BlendStar, BlendStar Subsidiary or Representative of the obligations of this Section 10.10 and (ii) be responsible for any breach of this Section 10.10 by any such Specified Affiliate, DKL, DKL Subsidiary, BlendStar, BlendStar Subsidiary or Representative. The right to maintain the confidentiality of the affairs of the Company in connection with the Company's business may be enforced by the Company by way of an injunction issued out of any court of competent jurisdiction, and such right shall not restrict or take the place of the Company's rights to money damages for a violation of the provisions of this Section 10.10 . Notwithstanding anything to the contrary in this Section 10.10 , a Member may disclose Confidential Information in the following circumstances to potential Transferees of Membership Interests; provided, however (except with respect to potential Transfers to Specified Affiliates or, with respect to DKL, a DKL Subsidiary, or with respect to BlendStar, a BlendStar Subsidiary), that prior written notice of such disclosure must be provided to the other Members (including the identity of the potential Transferee and the information to be disclosed) and such potential Transferee must execute a confidentiality agreement in customary form prior to such disclosure which (i) requires the recipient to keep the information confidential, (ii) prohibits the recipient from using the information for any purpose other than evaluating the potential Transfer and (iii) provides the Company with third party beneficiary rights. The confidentiality obligations of the Members shall survive any termination of the membership of any Member in the Company.

Without reasonable prior notice to the other parties hereto, no Member will issue, or permit any agent or Affiliate of it to issue, any press releases or otherwise make, or cause any agent or Affiliate of it to make, any public statements with respect to this Agreement, the Operating Services Agreement, any Confidential Information or the activities contemplated hereby or thereby, except where such release or statement is deemed in good faith by such releasing Member to be required by Law or under the rules and regulations of a recognized stock exchange on which shares of such Member or any of its Affiliates are listed, and in any case, prior to making any such press release or public statement, such releasing Member shall provide a copy of the proposed press release or public statement to the other Member hereto reasonably in advance of the proposed release date as necessary to enable such other Member to provide comments on it; provided such other Member must respond with any comments within one (1) Business Day after its receipt of such proposed press release.

Notwithstanding anything to the contrary in this Agreement, any Member or Affiliate of a Member may disclose information regarding the Business that is not Confidential Information in investor presentations, industry conference presentations or similar disclosures. If a Member wishes to disclose any Confidential Information in investor presentations, industry conference presentations or similar disclosures, such Member must first (i) provide the other Member with a copy of that portion of the presentation or other disclosure document containing such Confidential Information and (ii) obtain the prior written consent of the other Member to such disclosure (which consent may not be unreasonably withheld, conditioned or delayed).

10.11 Waivers and Consents . The terms and provisions of this Agreement may be waived, or consent for the departure therefrom may be granted, only by a written document executed by the Members. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent. No failure or delay by a Member to exercise any right, power or remedy under this Agreement, and no course of dealing among the parties to this Agreement, shall operate as a waiver of any such right, power or remedy of the Member. No single or partial exercise of any right, power or remedy under this Agreement by a Member, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude the Member from any other or further exercise thereof or the exercise of any other right, power or remedy under this Agreement. The election of any remedy by a Member shall not constitute a waiver of the right of such Member to pursue other available remedies. No notice to or demand on a Member not expressly required under this Agreement shall entitle the Member receiving the notice or demand to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Member giving the notice or demand to any other or further action in any circumstances without the notice or demand.

10.12 Limitation on Damages . NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY HERETO HEREBY EXPRESSLY DISCLAIMS, WAIVES AND RELEASES THE OTHER PARTIES TO THIS AGREEMENT FROM AND EXCLUDES ANY RECOVERY FOR ITS OWN SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, AND INDIRECT DAMAGES (INCLUDING LOSS OF, DAMAGE TO OR DELAY IN PROFIT, REVENUE OR PRODUCTION) RELATING TO, ASSOCIATED WITH, OR ARISING OUT OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY SUCH DAMAGES RELATING TO, ASSOCIATED WITH OR ARISING OUT OF MATTERS INVOLVING ANY PARTY ACTING IN ITS CAPACITY AS A PARTY HERETO, EXCEPT TO THE EXTENT ANY SUCH PARTY SUFFERS SUCH DAMAGES TO A THIRD PARTY, WHICH DAMAGES (INCLUDING COSTS OF DEFENSE AND REASONABLE ATTORNEYS' FEES INCURRED IN CONNECTION WITH DEFENDING AGAINST SUCH DAMAGES) SHALL NOT BE EXCLUDED BY THIS PROVISION AS TO RECOVERY HEREUNDER. NO LAW, THEORY, OR PUBLIC POLICY SHALL BE GIVEN EFFECT WHICH WOULD UNDERMINE, DIMINISH, OR REDUCE THE EFFECTIVENESS OF THE FOREGOING

WAIVER, IT BEING THE EXPRESS INTENT, UNDERSTANDING, AND AGREEMENT OF THE PARTIES HERETO THAT SUCH DAMAGE WAIVER, EXCLUSION, DISCLAIMER, AND RELEASE IS TO BE GIVEN THE FULLEST EFFECT, NOTWITHSTANDING THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY PARTY.

10.13 Attorneys ' Fees . In the event of any litigation between the Members, or between the Company and any Members, arising under this Agreement, the prevailing party shall be entitled to reimbursement for its out-of-pocket costs and expenses resulting from any such litigation, including reasonable attorneys' fees and expenses.

10.14 Interpretation . The parties to this Agreement acknowledge and agree that: (A) each Member and its counsel has reviewed, or has had the opportunity to review, the terms and provisions of this Agreement; and (B) any rule of construction to the effect that any ambiguities are resolved against the drafting Member shall not be used to interpret this Agreement. The words "include," "includes," and "including" in this Agreement mean "include/includes/including without limitation." The use of "or" is not intended to be exclusive unless expressly indicated otherwise. All references to $, currency, monetary values and dollars set forth herein shall mean United States (U.S.) dollars. The use of the masculine, feminine or neuter gender or the singular or plural form of words shall not limit any provisions of this Agreement. A statement that an item is listed, disclosed or described means that it is correctly listed, disclosed or described, and a statement that a copy of an item has been delivered means a true and correct copy of the item has been delivered. Time is of the essence in this Agreement. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified. Whenever any action must be taken hereunder on or by a day that is not a Business Day, then such action may be validly taken on or by the next day that is a Business Day. Any reference herein to any Law shall be construed as referring to such Law as amended, modified, codified or reenacted, in whole or in part, and in effect from time to time. All article, section, subsection and exhibit references used in this Agreement are to articles, sections, subsections and exhibits to this Agreement unless otherwise specified. The exhibits attached to this Agreement constitute a part of this Agreement and are incorporated herein for all purposes.

10.15 Headings and Captions . The headings and captions of the various articles and sections of this Agreement are for convenience of reference only and shall in no way modify or affect the meaning or construction of any of the terms or provisions of this Agreement.

10.16 Expenses . Except as otherwise set forth in this Agreement, each Member shall pay its respective fees and expenses (including the fees of any attorneys, accountants, appraisers or others engaged by the Member) in connection with the preparation or enforcement of, or of any requests for consents or waivers under, this Agreement, including any amendments or waivers to this Agreement.

10.17 Laws and Regulations . This Agreement is subject to all present and future orders, rules, and regulations of any regulatory body having jurisdiction and to the Laws of the United States or any State having jurisdiction; and in the event this Agreement or any provision

hereof shall be found contrary to or in conflict with any such order, rule regulation or Law this Agreement shall be deemed modified to the extent necessary to comply with such order, rule, regulation, or Law, but only for the period of time and in the jurisdiction for which such order, rule, regulation, or Law is in effect.

10.18 Waiver of Partition of Company Property . Each Member hereby irrevocably waives during the term of the Company any right that it may have to maintain any action for partition with respect to the Terminals or any assets of the Company.

Article 11
DEFINITIONS

The following words and phrases shall have the meanings specified in this Article 11 :

" **Acquisition Date** " means the closing date of the transactions contemplated by the Membership Interest Purchase Agreement.

" **Act** " has the meaning set forth in Section 1.1 .

" **Adjusted Property** " means any property the Carrying Value of which has been adjusted pursuant to Section 9.2 .

" **Affected Member** " has the meaning set forth in Section 6.3(a) .

" **Affiliate** " means, with reference to any Person, any other Person that directly or indirectly Controls, through one or more intermediaries, is Controlled by or is under common Control with the first Person. Notwithstanding the foregoing, for the purposes of this Agreement, Delek US Holdings, Inc., and its Subsidiaries (not including Delek Logistics GP, LLC, Delek Logistics Partners, LP or its Subsidiaries) shall not be Affiliates of Delek Logistics GP, LLC, Delek Logistics Partners, LP or its Subsidiaries. Also for purposes of this Agreement, Green Plains, Inc. and its Subsidiaries (not including Green Plains Partners LP or its Subsidiaries) shall not be Affiliates of Green Plains Partners LP or its Subsidiaries.

" **Agreed Value** " means the Fair Market Value of Contributed Property or other property of the Company, as agreed upon by the Members in accordance with Section 2.3 .

" **Agreement** " has the meaning set forth in the preamble.

" **Alternative Method** " has the meaning set forth in Section 9.1(b) .

" **AMID Terminal Acquisition** " has the meaning set forth in Section 1.6 .

" **Appraiser** " has the meaning set forth in Section 6.3(c) .

" **Available Cash** " has the meaning set forth in Section 5.2 .

“ **Bankruptcy** ” means with respect to any Person (a) the commencement of a case or other proceeding, without the application or consent of such Person, in any court, seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person, the appointment of a trustee, receiver, custodian, liquidator, assignee, sequestrator or the like for such Person or all or substantially all of its assets, or any similar action with respect to such Person under any Law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, if such case or proceeding has continued undismissed, undischarged, unbonded or unstayed and in effect for a period of one hundred twenty (120) consecutive days; or an order for relief in respect of such Person has been entered in an involuntary case under the federal bankruptcy Laws or other similar Laws now or hereafter in effect; or (b) the commencement by such Person of a voluntary case or other proceeding under any applicable bankruptcy, insolvency, reorganization, debt arrangement, dissolution or other similar Law now or hereafter in effect, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian or sequestrator (or other similar official) for such Person, or the general assignment by such Person of all or substantially all of its property for the benefit of creditors, or such Person shall fail to, or admit in writing its inability to, pay its debts generally as they become due, or such Person or its board of directors shall vote to implement any of the foregoing; or (c) the commencement against the Person of any case, proceeding or other action seeking issuance of a warrant of attachment, execution or similar process against all or any substantial part of its assets, which results in the entry of an order for any such relief which shall not have been vacated, discharged or stayed or bonded pending appeal within ninety (90) days from the entry thereof; or (d) the taking by the Person of any material action in furtherance of, or indicating its consent to, approval of, or acquiescence in any of the acts set forth in clause (a), (b), or (c) above.

“ **Base Amount** ” shall have the meaning set forth in Section 5.2 .

“ **BBA** ” means the Bipartisan Budget Act of 2015.

“BlendStar” has the meaning set forth in the preamble.

“ **BlendStar Subsidiary** ” has the meaning set forth in Section 6.1(c) .

“ **Budget** ” means the initial Operating Budget, and any other budgets submitted by the Operator pursuant to the Operating Services Agreement (including the annual Operating Budget of the Company), and approved, as applicable, pursuant to Section 2.4(a)(i) .

“ **Business** ” has the meaning set forth in Section 1.6 .

“ **Business Day** ” means any day that is not a Saturday, a Sunday or a day on which banks are required or permitted to be closed in the State of Delaware, the State of Texas or the State of Arkansas.

“ **Business Opportunity** ” has the meaning set forth in Section 4.12(a) .

“ **Caddo Mills Terminal** ” has the meaning set forth in Section 1.6 .

“ **Capital Account** ” means the individual capital account of each Member reflecting the contributions, distributions and allocations of income, gain, loss, deduction, expense, and credit to each Member and maintained as provided in Section 9.2 .

“ **Capital Contribution** ” means the amount of money or the fair market value of other property contributed to the Company with respect to the interest in the Company held by a particular Member.

“ **Capital Interest** ” means the Member’s interest in the capital of the Company.

“ **Capital Lease** ” means a lease with respect to which the lessee is required concurrently to recognize the acquisition of an asset and the incurrence of a liability in accordance with GAAP.

“ **Capital Lease Obligation** ” means, with respect to any Person and a Capital Lease, the amount of the obligation of such Person as the lessee under such Capital Lease that should, in accordance with GAAP, appear as a liability on the balance sheet of such Person

“ **Carrying Value** ” means (A) with respect to a Contributed Property, the Agreed Value of such property reduced (but not below zero) by all depreciation, cost recovery and amortization deductions charged to the Capital Accounts pursuant to Section 9.2 with respect to such property, as well as any other reductions as a result of sales, retirements and other dispositions of assets included in a Contributed Property, as of the time of determination, (B) with respect to an Adjusted Property, the value of such property immediately following the adjustment provided in Section 9.2 reduced (but not below zero) by all depreciation, cost recovery and amortization deductions charged to the Capital Accounts pursuant to Section 9.2 with respect to such property, as well as any other reductions as a result of sales, retirements or dispositions of assets included in Adjusted Property, as of the time of determination, and (C) with respect to any other property, the adjusted basis of such property for federal income tax purposes as of the time of determination.

“ **Cause** ” means such Committee Member or Designated Officer (a) is the subject of civil or criminal charges instituted by a Governmental Body based upon allegations of breach or violation of securities Laws or the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78dd-1, **et seq.,** or (b) is indicted, convicted or enters a plea of no contest or nolo contendere to any felony or other crime involving moral turpitude.

“ **Certificate** ” has the meaning set forth in Section 1.1 .

“ **Code** ” means the Internal Revenue Code of 1986, as amended.

“ **Committee** ” has the meaning set forth in Section 2.1 .

“ **Committee Members** ” has the meaning set forth in Section 2.1 .

“ **Company** ” has the meaning set forth in the preamble.

“ **Company Property** ” means all interests, properties, whether real or personal, and rights of any type owned or held by the Company, whether owned or held by the Company at the date of its formation or thereafter acquired.

“ **Confidential Information** ” has the meaning set forth in Section 10.10 .

“ **Contributed Property** ” means property or other consideration (other than cash) contributed to the Company by a Member in exchange for Membership Interests.

“ **Control** ” means possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or any partnership or other ownership interest, by contract or otherwise) of a Person. For the purposes of the preceding sentence, Control shall be deemed to exist when a Person possesses, directly or indirectly, through one or more intermediaries (a) in the case of a corporation, more than fifty percent (50%) of the outstanding voting securities thereof, (b) in the case of a limited liability company, partnership or venture, fifty percent (50%) or more of the voting control of all of the managing members, managing partners or managing venturers, as the case may be (if any), or the right to more than fifty percent (50%) of the distributions therefrom (including liquidating distributions), (c) in the case of a limited partnership fifty percent (50%) or more of the voting control of all of the general partners of the limited partnership, or the right to more than fifty percent (50%) of the distributions therefrom (including liquidating distributions, or (d) in the case of any other Person, more than fifty percent (50%) of the economic or beneficial interest therein.

“ **Covered Audit Adjustment** ” has the meaning set forth in Section 9.1(b).

“ **Delek Guaranty** ” means that certain Guaranty Agreement executed and delivered by Delek US Holdings, Inc. guarantying the obligations of DKL for the benefit of the Company.

“ **Designated Officer** ” has the meaning set forth in Section 2.9(b) .

“ **Designee** ” means with respect to any Member, its designee, which may be any secured party having a security interest in the Membership Interest of such Member; provided, that such Member shall be deemed to have granted to such designee such Member’s rights to determine a Fair Market Value pursuant to Section 6 hereof; provided further that, such secured party shall automatically be deemed the Designee of such Member only upon the delivery by the secured party of a written notice pursuant to Section 10.6 hereof to the Other Members that such secured party seeks to commence foreclosure remedies or proceedings upon such Membership Interests as permitted by Section 6.9 hereof.

“ **Dispute** ” has the meaning set forth in Section 10.3(b)(i) .

“ **Dispute Notice** ” has the meaning set forth in Section 10.3(b)(ii) .

“ **DKL** ” has the meaning set forth in the preamble.

“ **DKL Subsidiary** ” has the meaning set forth in Section 6.1(b) .

“ **Document Submission Period** ” has the meaning set forth in Section 6.3(d) .

“ **Effective Date** ” has the meaning set forth in the preamble.

“ **Existing DKL Terminals** ” has the meaning set forth in Section 1.6 .

“ **Expansion Project** ” means any capital project as described in Section 2.10 and to the extent approved in accordance with this Agreement to expand the Terminals; provided, however, that for the avoidance of doubt, any project included in a previously approved Budget shall not be deemed to be an “Expansion Project” hereunder.

“ **Expansion Project Budget** ” has the meaning set forth in Section 2.10(a) .

“ **Expansion Project Request** ” has the meaning set forth in Section 2.10(a) .

“ **Fair Market Value** ” means the value that would be obtained in an arm’s length transaction for cash between an informed and willing buyer and an informed and willing seller, neither of whom is under any compulsion to purchase or sell, respectively.

“ **Fiscal Year** ” has the meaning set forth in Section 9.7 .

“ **Fixed Fee** ” has the meaning set forth in the Operating Services Agreement.

“ **GAAP** ” means U.S. generally accepted accounting principles, consistently applied.

“ **Governmental Body** ” means any (a) federal, state, local or municipal government, or (b) governmental or quasi-governmental authority of any nature, including (i) any governmental agency, branch, department, official, or entity, (ii) any court, judicial authority or other tribunal and (iii) any arbitration body or tribunal.

“ **Green Plains Guaranty** ” means that certain Guaranty Agreement executed and delivered by Green Plains Inc. guarantying the obligations of BlendStar for the benefit of the Company.

“ **Guaranty** ” means a guaranty agreement in the form approved by the Committee, to be executed and delivered by a creditworthy Affiliate of a proposed new Member or Transferee as of the applicable date, guarantying the obligations of such Member arising under this Agreement.

“ **Including Member** ” has the meaning set forth in Section 9.1(f) .

“ **Indebtedness** ” of any Person means Liabilities in any of the following categories:

(a) Liabilities for borrowed money;

(b) Liabilities constituting an obligation to pay the deferred purchase price of property or services;

(c) Liabilities evidenced by a bond, debenture, note or similar instrument;

(d) Liabilities that (i) would under GAAP be shown on such Person's balance sheet as a liability, and (ii) are payable more than one year from the date of creation or incurrence thereof (other than reserves for taxes and reserves for contingent obligations);

(e) Capital Lease Obligations;

(f) Liabilities arising under conditional sales or other title retention agreements;

(g) Liabilities owing under direct or indirect guaranties of Indebtedness of obligations of any other Person;

(h) Liabilities relating to sale/leaseback agreements; or

(i) Liabilities with respect to letters of credit or applications or reimbursement agreements therefor or with respect to banker's acceptances.

" **Indemnitee** " has the meaning set forth in Section 4.1 .

" **Independent Auditor** " means PricewaterhouseCoopers.

" **Insurance Indemnification Obligation** " has the meaning set forth in Section 5.6 .

" **Insurance Program** " has the meaning set forth in Section 5.6.

" **Law** " means mean any applicable statute, law, rule (including rules of common law), regulation, ordinance, order, code, ruling, writ, injunction, judgment, settlement, decree or other official act or legally enforceable requirement of or by any Governmental Body.

" **Liabilities** " means, as to any Person, all indebtedness, liabilities and obligations of such Person, whether matured or unmatured, liquidated or unliquidated, primary or secondary, direct or indirect, absolute, fixed or contingent, and whether or not required to be considered pursuant to GAAP.

" **Lien** " means, with respect to any property or assets, any right or interest therein of a creditor to secure Liabilities owed to it or any other arrangement with such creditor that provides for the payment of such Liabilities out of such property or assets or that allows such creditor to have such Liabilities satisfied out of such property or assets prior to the general creditors of any owner thereof, including any lien, mortgage, security interest, pledge, deposit, tax lien, mechanic's or materialman's lien, or any other charge or encumbrance for security purposes, whether arising by Law or agreement or otherwise, but excluding any right of offset that arises without agreement in the ordinary course of business. " **Lien** " also means any filed financing statement, any registration of a pledge (such as with a lender of uncertificated securities), or any other arrangement or action that would serve to perfect a Lien described in the preceding sentence, regardless of whether such financing statement is filed, such registration is made, or such arrangement or action is undertaken before or after such Lien exists.

“ **Lock-Up Expiration Date** ” has the meaning set forth in Section 6.2.

“ **Mandatory Contribution** ” means any contribution a Member is required to make to the Company under the terms of this Agreement.

“ **Material Commercial Contract** ” means (i) any contract containing or triggering a most favored nations, right of first refusal or non-competition provision and (ii) any contract requiring the approval of the Company pursuant to the Operating Services Agreement.

“ **Member** ” means each Person who owns Membership Interests and, if such Person is a Transferee, who has complied with the terms of Article 5 .

“ **Member-Designee** ” has the meaning set forth in Section 2.1 .

“ **Member Interest** ” means the limited liability company interest (as defined in the Act) in the Company. A Member’s Member Interest in the Company is evidenced by Membership Interests.

“ **Member Nonrecourse Debt** ” means any liability (or portion thereof) of the Company that constitutes debt which, by its terms, is nonrecourse to the Company and the Members for purposes of Sec. 1.1001-2 of the Regulations, but for which a Member or a related Person (within the meaning of Sec. 1.752-4(b) of the Regulations) bears the economic risk of loss as determined under Sec. 1.704-2(b) of the Regulations.

“ **Member Nonrecourse Debt Minimum Gain** ” means, with respect to any Member Nonrecourse Debt, the Minimum Gain for such obligation computed as if such obligation were a Nonrecourse Liability.

“ **Membership Interest Purchase Agreement** ” means a Membership Interest Purchase Agreement to be entered into by and between AMID Merger LP and the Company for the acquisition of the membership interests of AMID Refined Products LLC, as it may be amended from time to time.

“ **Membership Interests** ” means the Member Interests of the Company authorized and issued under this Agreement.

“ **Minimum Gain** ” means the amount determined, by computing with respect to each Nonrecourse Liability of the Company, the amount of gain, if any, that would be realized by the Company if it disposed of the property securing such liability in full satisfaction thereof, and by then aggregating the amounts so computed.

“ **Negotiation Period** ” has the meaning set forth in Section 10.3(b)(iii) .

" **Net Losses** " means, with respect to any period, the excess of the aggregate recognized losses and expenses incurred during such fiscal period by the Company over the aggregate recognized income and gain during such fiscal period by the Company, as computed for federal income tax purposes, with the adjustments set forth in Section 9.2(c) , from all sources whatsoever (including income that is exempt from federal income tax and not otherwise taken into account in computing Net Losses, nondeductible expenses and expenses under Code Sec. 705(a)(2)(B)) and, in the case of the sale or other taxable exchange or disposition of a capital asset, the excess of the adjusted tax basis thereof over the revenue realized on such sale or other taxable exchange or disposition; provided, however, that for purposes of Article 5 , Net Losses shall not include any items which are specifically allocated under Article 9 that are described in Section 9.4 or Section 9.5 shall not be taken into account in computing Net Losses.

" **Net Profits** " means, with respect to any period, the excess of the aggregate net recognized income and gain during such fiscal period by the Company over all recognized expenses and losses incurred during such fiscal period by the Company, as computed for federal income tax purposes, with the adjustments set forth in Section 9.2(c) , from all sources whatsoever (including income that is exempt from federal income tax and not otherwise taken into account in computing Net Profits, nondeductible expenses and expenses under Code Sec. 705(a)(2)(B)), and, in the case of the sale or other taxable exchange or disposition of a capital asset, the excess of the amount realized by the Company on such sale or other taxable exchange or disposition over the adjusted tax basis thereof; provided, however, that for purposes of Article 5 , Net Profits shall not include any items which are specifically allocated under Article 9 that are described in Section 9.4 or Section 9.5 shall not be taken into account in computing Net Profits.

" **New Castle County Courts** " has the meaning set forth in Section 10.3(b)(v) .

" **Non-Proposing Member** " has the meaning set forth in Section 2.10(a) .

" **Nonrecourse Liability** " means a liability (or that portion of a liability) with respect to which no Person personally bears the economic risk of loss as determined under Sec. 1.704-2(b)(3) of the Regulations.

" **North Little Rock Terminal** " has the meaning set forth in Section 1.6 .

" **Operating Budget"** means the Budget for any period.

" **Operating Services Agreement** " means an Operating and Administrative Services Agreement to be entered into by and between the Company and DKL, as it may be amended from time to time.

" **Operator** " means the party identified as the Operator in the Operating Services Agreement.

" **Other Members** " has the meaning set forth in Section 6.3(a) .

" **Parent** " means (a) in the case of BlendStar or any Affiliate of BlendStar hereafter admitted as a Member, Green Plains Inc.; (b) in the case of DKL or any Affiliate of DKL hereafter admitted as a Member, Delek US Holdings, Inc.; and (c) in the case of any other Member, the Person that is designated by the Committee as the Parent of such Member in connection with its admission to the Company, or if no such designation is made, the Person that at the time of such admission Controls such Member and that has no other Person that Controls it.

“ **Partnership Level Taxes** ” has the meaning set forth in Section 9.1(d) .

“ **Partnership Tax Audit Rules** ” means Section 6221 through 6241 of the Code, as amended by the BBA and Section 411 of the Protecting Americans from Tax Hikes Act of 2015, Pub. L. 114-113, div. Q, together with any guidance issued thereunder or successor provisions and any similar provision of state or local tax laws.

“ **Percentage Interest** ” means, at any applicable time, the proportion that the Capital Contributions made by a Member bears to the aggregate amount of Capital Contributions made by all Members as of such time.

“ **Permitted Lien** ” means (a) Liens (that are not yet due and payable or are being contested in good faith) for: (i) taxes and (ii) statutory Liens, including materialman’s, warehousemen’s, mechanic’s, landlord’s, and other similar Liens) and ad valorem taxes for the current Fiscal Year, and (b) retained rights or remedies of third parties under any agreement (including leases) executed in the ordinary course of business.

“ **Person** ” means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, cooperative or association, or any foreign trust or foreign business organization, unincorporated organization, Governmental Body or any other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such “Person” where the context so permits.

“ **Proceeding** ” has the meaning set forth in Section 4.1 .

“ **Proposing Party** ” has the meaning set forth in Section 2.10(a) .

“ **Regulations** ” means temporary, proposed and final federal income tax regulations promulgated by the Secretary of the Treasury pursuant to authority granted in the Code, as the same may be in effect from time to time.

“ **Regulatory Allocations** ” has the meaning set forth in Section 9.5 .

“ **Representatives** ” has the meaning set forth in Section 10.10 .

“ **Required Upgrade** ” means any capital project relating to the Terminals or related material assets of the Business that is necessary: (a) in order for the Terminals or such related assets of the Business to comply with applicable Law or (b) in order for the Company to continue its Business and keep the Terminals operational; provided, however, that for the avoidance of doubt, a Required Upgrade shall not include any upgrades or improvements made simply for increasing efficiency.

“ **Sec. 705(a)(2)(B) Expenditure** ” means any expenditure of the Company described in Code Sec. 705(a)(2)(B) and any expenditure considered to be an expenditure described in Code Sec. 705(a)(2)(B) pursuant to Code Sec. 704(b) and the Regulations thereunder.

" **Section 6.3 Notice** " has the meaning set forth in Section 6.3(a) .

" **Securities Act** " has the meaning defined on the cover page to this Agreement.

" **Specified Affiliate** " means (a) with respect to BlendStar, any of its direct or indirect wholly owned Subsidiaries or any of its Affiliates (without giving effect to the last sentence of such definition), provided such Person has both a credit rating (if applicable) and net financial assets (after considering, if applicable, the support provided by a guaranty of the obligations of such Person in form and substance substantially similar to the Green Plains Guaranty) equal to or greater than those of BlendStar and (b) with respect to DKL, any of its Affiliates (without giving effect to the penultimate sentence of such definition), provided in each case such Person has both a credit rating (if applicable) and net financial assets (after considering, if applicable, the support provided by a guaranty of the obligations of such Person in form and substance substantially similar to the Delek Guaranty) equal to or greater than those of DKL.

" **Specified Voting Item** " has the meaning set forth in Section 2.4 .

" **Subsidiary** " means, with respect to any Person, any corporation, limited liability company, partnership, association or business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or Controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity (other than a corporation), a majority of partnership or other similar ownership interest thereof is at the time owned or Controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity (other than a corporation) if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses. For purposes hereof, references to a "Subsidiary" of any Person shall be given effect only at such times that such Person has one or more Subsidiaries, and, unless otherwise indicated, the term "Subsidiary" refers to a Subsidiary of the Company.

" **Tax Contest** " means, without limitation, any audit, examination, claim, suit, action or other proceeding in which an adjustment may be proposed or made by a taxing authority or Governmental Body concerning taxes paid or to be paid by the Company or any Tax Returns filed by or on behalf of Company.

" **Tax Member** " has the meaning set forth in Section 9.1(a) .

“ **Tax Return** ” means all returns, declarations, statements, reports, claims for refund, information returns and forms, including any schedule or attachment thereto, and including any amendment thereof, relating to taxes or other charges in the nature of a tax imposed by any Governmental Body.

“ **Terminal Services Agreement** ” means a Terminal Services Agreement to be entered into by and between the Company and DKL, as it may be amended from time to time.

“ **Terminals** ” has the meaning set forth in Section 1.6 .

“ **Total Votes** ” has the meaning set forth in Section 2.2 .

“ **Transaction Agreements** ” means the Membership Interest Purchase Agreement, the Operating Services Agreement, the Terminal Services Agreement, any construction agreement for an Expansion Project and any other agreement between or among the Company and the Members relating to the relationship contemplated by this Agreement and the aforementioned agreements, as any of the foregoing may be amended from time to time.

“ **Transfer** ” means any sale, transfer, assignment, exchange, hypothecation or other direct or indirect disposition (with or without consideration), whether voluntarily or involuntarily or by operation of law or otherwise (including via a reverse triangular merger or forward merger) to a Person (other than a Specified Affiliate of a Member or in accordance with Section 6.1(b) and (c)) of (X) any Membership Interests held by such Member or (Y) the equity securities of (a) such Member or (b) any Specified Affiliate of such Member or (c) in accordance with Section 6.1(b) and (c) ; provided, however, that the following shall not constitute a Transfer hereunder: (1) changes in ownership in such Member’s Parent or any Affiliates Controlling such Member’s Parent, and (2) a Lien granted pursuant to the proviso in the first sentence of Section 6.9 . The terms “ **Transferee** ,” “ **Transferor** ,” “ **Transferred** ,” and other forms of the word “ **Transfer** ” shall have the correlative meanings.

“ **Transferred Interest** ” means all or any portion of a Member’s Membership Interests that the Member seeks to Transfer.

“ **Uninsurable Loss** ” has the meaning set forth in Section 5.6 .

“ **Unrealized Gain** ” means the excess (attributable to a Company Property), if any, of the fair market value of such property as of the date of determination (as reasonably determined by the Members) over the Carrying Value of such property as of the date of determination (prior to the adjustment to be made pursuant to Section 9.2 as of such date).

“ **Unrealized Loss** ” means the excess (attributable to a Company Property), if any, of the Carrying Value of such property as of the date of determination (prior to the adjustment to be made pursuant to Section 9.2 as of such date) over its fair market value as of such date of determination (as reasonably determined by the Members).

[Signatures on following pages]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Limited Liability Company Agreement as of the date first above written.

Members:

BLENDSTAR LLC

By: /s/ Jeffrey S. Briggs
Name: Jeffrey S. Briggs
Title: Chief Operating Officer

By: /s/ George P. Simpkins
Name: George P. Simpkins
Title: Chief Development Officer

Members:

DELEK LOGISTICS PARTNERS, LP

By: Delek Logistics GP, LLC, its General Partner

By: /s/ Frederec C. Green
Name: Frederec C. Green
Title: Executive Vice President

By: /s/ Avigal Soreq
Name: Avigal Soreq
Title: Executive Vice President

Exhibit 99.1

Delek Logistics and Green Plains Partners Announce Formation of Logistics Joint Venture

- Joint venture signs agreement with an affiliate of American Midstream for $138.5 million acquisition

BRENTWOOD, Tenn. and OMAHA, Neb., February 20, 2018 — Delek Logistics Partners, LP (NYSE: DKL) ("Delek Logistics") and Green Plains Partners LP (NASDAQ: GPP) today announced the companies have formed DKGP Energy Terminals LLC, ("DKGP") a 50/50 joint venture engaging in the light products terminalling business.

DKGP signed a membership interest purchase agreement to acquire two light products terminals from an affiliate of American Midstream Partners, L.P. These light products terminals are located in Caddo Mills, Texas and North Little Rock, Arkansas. The total purchase price for these assets is $138.5 million in cash. Subject to customary closing conditions and regulatory approvals, this transaction is expected to close in the first half of 2018.

DKGP will consist of the assets purchased from an affiliate of American Midstream and assets contributed by Delek Logistics, with a total value of approximately $162.5 million. Taking into consideration the combination of the assets, synergies and future growth, the joint venture is expected to generate an annualized earnings before interest, taxes, depreciation and amortization ("EBITDA") of approximately $19.2 million in 2019. Immediately prior to the closing of the acquisition by the joint venture of the two terminals from American Midstream, Delek Logistics will contribute to the joint venture its North Little Rock, Arkansas terminal with throughput capacity of 17,100 barrels per day and its Greenville tank farm located in Caddo Mills, Texas with approximately 330,000 barrels of aggregate shell capacity, which will be valued at approximately $24.0 million, along with approximately $57.25 million in cash. Green Plains Partners will contribute approximately $81.25 million in cash to DKGP. The DKGP board will oversee the newly formed joint venture and will appoint an affiliate of Delek Logistics as the operator with day-to-day operational responsibilities for the four terminals.

Uzi Yemin, Chairman and Chief Executive Officer of Delek Logistics' general partner, remarked: "We are excited to partner with Green Plains Partners for its potential ethanol volumes, logistics expertise and industry knowledge as the domestic markets expand blending, and look forward to the future of this joint venture. This is a great opportunity as it fits our strategy to grow through assets in markets that we are very familiar with, and by contributing our complementary existing logistics assets in east Texas and Little Rock, Arkansas, we expect to create additional synergies within the joint venture. In addition to serving third party customers, it should be well positioned to provide additional logistics support to Delek US' Tyler, Texas and El Dorado, Arkansas refineries. Our financial flexibility should give us the ability to finance this investment under our revolving credit facility, while we continue to look for opportunities for future growth."

"This transaction helps us start achieving our goal of diversifying Green Plains Partners revenue and income streams," said Todd Becker, President and Chief Executive Officer at Green Plains Partners. "We believe this joint venture with Delek Logistics creates significant value for both our partnership unitholders and Green Plains Inc. shareholders. We anticipate that this new joint venture will be immediately accretive to earnings and we look forward to building on our relationship with Delek Logistics."

In February 2017, Green Plains Partners and Delek Renewables LLC formed NLR Energy Logistics LLC, a 50/50 joint venture to build an ethanol unit train terminal in the Little Rock, Arkansas area with capacity to unload 110-car unit trains and provide approximately 100,000 barrels of storage. NLR Energy Logistics expects to begin operating the terminal before the end of the first quarter of 2018. NLR Energy Logistics LLC will remain a separate entity from DKGP as described above.

Acquired Asset Summary

The Caddo Mills, Texas terminal can be supplied by a connection with the Explorer Pipeline and by truck and consists of approximately 770,000 barrels of light product storage capacity, five truck loading lanes and ethanol blending capability. Total throughput capacity is approximately 28,000 barrels per day. This terminal is located adjacent to Delek Logistics' Greenville tank farm.

The North Little Rock, Arkansas terminal is supplied by both the Enterprise and Magellan pipelines, rail and truck. It consists of approximately 550,000 barrels of storage capacity, eight truck loading lanes and ethanol blending capabilities. Total throughput capacity is approximately 45,000 barrels per day. Logistics capabilities at this location also include the capability to unload ethanol unit trains. This terminal is located adjacent to Delek Logistics' existing North Little Rock terminal.

Reconciliation of Forecasted 2019 EBITDA to Forecasted Net Income
(unaudited, in millions)

	DKGP Joint Venture
Forecasted Net Income:	$ 11.0
Add: Depreciation and amortization expenses	8.2
Add: Interest and financing costs, net	0.0
Forecasted EBITDA (1)	$ 19.2

(1) *EBITDA is defined as net income (loss) before net interest expense, income tax expense, depreciation and amortization expense. EBITDA is a non-U.S. GAAP supplemental financial measure that management and external users of our combined financial statements, such as industry analysts, investors, lenders and rating agencies, may use to assess performance of a business. This amount is based on projected results. Actual results can and will vary based on market conditions and operations.*

About Delek Logistics Partners, LP

Delek Logistics Partners, LP, headquartered in Brentwood, Tennessee, is a growth-oriented master limited partnership formed by Delek US Holdings, Inc. (NYSE: DK) to own, operate, acquire and construct crude oil and refined products logistics and marketing assets.

About Green Plains Partners LP

Green Plains Partners LP (NASDAQ:GPP) is a fee-based Delaware limited partnership formed by Green Plains Inc. (NASDAQ:GPRE) to provide fuel storage and transportation services by owning, operating, developing and acquiring ethanol and fuel storage tanks, terminals, transportation assets and other related assets and businesses.

About Green Plains, Inc.

Green Plains Inc. (NASDAQ: GPRE) is a diversified commodity-processing business with operations related to ethanol production, grain handling and storage, cattle feedlots, food ingredients, and commodity marketing and logistics services. The company is the second largest consolidated owner of ethanol production facilities in the world with 17 dry mill plants, producing nearly 1.5 billion gallons of ethanol at full capacity. Green Plains owns a 62.5% limited partner interest and a 2.0% general partner interest in Green Plains Partners.

Safe Harbor Provisions Regarding Forward-Looking Statements

This press release may include forward-looking. Statements that do not relate strictly to historical or current facts are forward-looking, including, but not limited to, statements as to the expected timing, completion, value and effects of the proposed transactions between Delek Logistics, Green Plains Partners, and between DKGP and American Midstream and statements about the benefit of the proposed transaction, including future financial and operating results, synergies and each company's plans, objectives, expectations and intentions; Delek Logistics' growth and financial flexibility; support of Delek US' refineries; operation of the NLR terminal; the assets being purchased and/or contributed including capacities, connections and financial performance thereof; and other factors. Such statements contain words such as "anticipates," "believes," "estimates," "intends," "plans," "possible," "if," "will," "expects" and other words of similar meaning that are predictions of or indicate future events, trends or prospects, and can be impacted by numerous factors.

These forward-looking statements involve risks and uncertainties that may cause the actual results, performance or achievements of DKGP, Delek Logistics and/or Green Plains Partners to differ materially from future results, performance or achievements expressed or implied by such forward-looking statements, many of which involve factors or circumstances that are beyond DKGP's control. The risks and uncertainties include, but are not limited to changes in the business plans of DKGP as circumstances warrant, uncertainties regarding the timing of the proposed transaction between Delek Logistics and Green Plains Partners and between DKGP and American Midstream, the parties' ability to satisfy closing conditions (including receipt of regulatory approvals) and consummate the transaction, failure of either company to realize the anticipated benefits from the proposed transaction, DKGP's ability to integrate the facilities into its operations with no substantial adverse effect on its existing operations or financial performance, as well as industry and economic conditions, competitive, legal and governmental factors. When considering these forward-looking statements, you should keep in mind the risk factors and other cautionary statements contained in Delek Logistics and Green Plains Partners' filings with the SEC. Neither Delek Logistics, Green Plains Partners nor DKGP undertake any obligation or intend to update these forward-looking statements, whether as a result of new information, future events or otherwise. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this press release.

Delek US Investor / Media Relations Contact

Keith Johnson
Vice President of Investor Relations
615-435-1366

Green Plains Partners Investor / Media Contact

Jim Stark
VP, Investor & Media Relations
402.884.8700
jim.stark@gpreinc.com