

AGENCY REIMBURSEMENT AGREEMENT

WORK: Remove existing test station and place a new test station on the pipeline to a location outside of the new road right of way.

LOCATION: BP Whiting to Indy Pipeline
MP 134.968
39.983050, -86.345853

BP REFERENCE: TPR# 12338
4004_0436

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2022 ("Effective Date"), by and between BP Central Pipelines LLC, a Delaware limited liability company, whose address is 30 S. Wacker Dr., Chicago, IL 60606 (hereinafter referred to as "BP") and Town of Whitestown, Indiana, whose address is 6210 Veterans Drive, Whitestown, IN 46304 (hereinafter referred to as "Town of Whitestown").

WITNESSETH:

WHEREAS The Town of Whitestown desires to construct a roundabout at the intersection of CR 400 S. (Albert S. White Drive) & C.R. 650 E. (Main Street) (brief scope of work), and

WHEREAS, said construction activities will require certain adjustments and alterations of the BP 8" Whiting to Indianapolis Pipeline (hereinafter referred to as "BP Pipeline Facilities"), and

WHEREAS, it is to the best interests of BP and the Town of Whitestown for BP to make the necessary adjustments, removals, and/or relocation of its existing facilities, and/or provide other related services, as specified herein, with BP's construction and maintenance crew and personnel, or by a contractor paid under a contract with BP, and

WHEREAS The Town of Whitestown will pay, or reimburse BP for, One Hundred Percent (100%) of all approved costs and expenses ("Cost") incurred for the adjustments, removals, and/or relocation of the BP Pipeline Facilities, and/or other related services, as specified herein, whether such Cost is incurred directly by BP or others on behalf of BP at the request of the Town of Whitestown.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN RECITED, BP AND THE TOWN OF WHITESTOWN DO HEREIN AGREE AS FOLLOWS:

Section I

BP, with its construction or maintenance crew and personnel, or using a contractor or subcontractor, all at their standard schedule of wages, benefits and working hours, will order the

necessary materials, make the necessary adjustment, removals, alterations, and/or relocation of its BP Pipeline Facilities and/or provide other related services as indicated on said Exhibit "A" (the "Work") attached hereto and made a part hereof. The preliminary estimated Cost of the Work is Ninety-eight Thousand One Hundred Thirteen Dollars (\$98,113.00), as set forth in the attached Exhibit "B" ("Estimated Cost").

Section II

- a) The Town of Whitestown shall reimburse any and all actual Costs related to the Work. Any Costs to be reimbursed by the Town of Whitestown in excess of the Estimated Costs must be pre-approved by the Town of Whitestown.
- b) BP will submit a final invoice to The Town of Whitestown upon completion of the Work with supporting documents as reasonably requested by The Town of Whitestown. The Town of Whitestown shall pay all undisputed amounts to BP within thirty (30) calendar days after The Town of Whitestown receives BP's invoice and all requested supporting documents. BP accounts, and the accounts and records of any contractor or sub-contractor involved in carrying out the Work, shall be kept in such manner that they may be readily audited, and actual Costs determined, and such accounts shall be available for audit by auditors of The Town of Whitestown for a period of three (3) years from date final payment has been received by BP.

Section III

BP shall perform the Work in accordance with the plans and specifications as shown in Exhibit "A".

Section IV

BP shall have no obligation to start the Work until written notice has been provided by The Town of Whitestown that the Work has been agreed to, approved by and authorized by The Town of Whitestown, a satisfactory starting date has been mutually agreed upon by both The Town of Whitestown and BP, and The Town of Whitestown has located and identified all utilities and other facilities in any area in which the Work is to be performed ("Utilities") that are not covered by the applicable One Call system. Prior to starting the Work, The Town of Whitestown shall cooperate with BP in obtaining or causing to be obtained, in a form acceptable to BP any right, permit, permission, easement and access rights required for BP to perform the Work, at the sole Cost of The Town of Whitestown. The Town of Whitestown shall, if requested by BP, survey and stake all easements and access rights that pertain to the Work. Once written notice has been provided, BP will use reasonable efforts to endeavor to complete the Work in a timely manner and no later than [insert completion date], subject to force majeure and other delays outside of BP's control.

Section V

BP, its contractor, and sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, sex, handicap, national origin, or ancestry.

Section VI

THE TOWN OF WHITESTOWN HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS BP, ITS AFFILIATED COMPANIES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING COSTS AND EXPENSES OF DEFENSE), WHICH ARE CAUSED IN WHOLE OR IN PART BY OR ARISE OUT OF ANY ACT OR OMISSION OF THE TOWN OF WHITESTOWN, ITS EMPLOYEES, AGENTS OR CONTRACTORS IN THE PERFORMANCE OF THE WORK OR ANY DUTY, OBLIGATION OR SERVICE PURSUANT TO THIS AGREEMENT; EXCEPT, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS EMPLOYEES, AGENTS OR CONTRACTORS. IF ANY PROVISION OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INDEMNITY WILL REMAIN IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

BP HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE TOWN OF WHITESTOWN, ITS AFFILIATED ENTITIES AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND CONTRACTORS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, LOSSES, FINES, DAMAGES, COSTS AND EXPENSES (INCLUDING COSTS AND EXPENSES OF DEFENSE), WHICH ARE CAUSED IN WHOLE OR IN PART BY OR ARISE OUT OF ANY ACT OR OMISSION OF BP, ITS EMPLOYEES, AGENTS OR CONTRACTORS IN THE PERFORMANCE OF THE WORK OR ANY DUTY, OBLIGATION OR SERVICE PURSUANT TO THIS AGREEMENT; EXCEPT, HOWEVER, THIS INDEMNITY SHALL NOT APPLY TO THE EXTENT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE TOWN OF WHITESTOWN, ITS EMPLOYEES, AGENTS OR CONTRACTORS. IF ANY PROVISION OF THIS INDEMNITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID OR UNENFORCEABLE, THE REMAINING PROVISIONS OF THIS INDEMNITY WILL REMAIN IN EFFECT TO THE MAXIMUM EXTENT PERMITTED BY LAW.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF PRODUCTION OR OTHER DAMAGES ATTRIBUTABLE TO BUSINESS INTERRUPTION) ARISING IN CONNECTION WITH THIS AGREEMENT.

Section VII

The term of this Agreement shall commence on the Effective Date and continue for a period of one year. The term of this Agreement shall not be extended unless an authorized representative of The Town of Whitestown and BP agree in writing to extend the term. If the Work is not completed within the one-year term, or any agreed upon extension of the term, through no fault of BP, BP shall have the option to not perform or complete the Work.

Section VIII

Without limitation or waiver of any of BP's rights elsewhere set forth in this Agreement, BP reserves the right, with cause, to stop the Work at any time and in addition thereto to immediately terminate this Agreement without liability.

Section IX

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties, with respect to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented but only in writing signed by an authorized representative of both BP and The Town of Whitestown.

Section X

The provisions of this Agreement are solely for the benefit of the parties to this Agreement and no provision of this Agreement should be deemed to confer upon any other party any remedy, claim or right.

Section XI

If any term or provision of this Agreement shall be found to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties as set forth herein.

Section XII

This Agreement shall be construed in accordance with the laws of the United States and the state where the Work is to be performed, without regard to such state's conflicts of law rules.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this AGREEMENT to be executed in their respective names by and through their duly authorized representatives, as of the day and year first above written.

WITNESS:

BP Central Pipelines LLC

By: BP Pipelines (North America) Inc., its sole member

By: _____

Name: _____
Please print

Title: _____

WITNESS:

THE TOWN OF WHITESTOWN, INDIANA

By

By: _____

Name: _____
Please print

Title: _____

EXHIBIT A

Attached to and becoming a part of this agreement between
BP Central Pipelines LLC and the Town of Whitestown

SCOPE OF WORK

Test station relocation

- Mob to location
- Demo two existing test stations located in new road construction easement
- Remove aerial line marker; relocate outside of easement or nearest BP facility
- Locate pipeline and excavate
- Attach two new test station leads
- Provide and install new test station at designated location
- Route new test leads into new test station & terminate
- Record and report all readings

EXHIBIT B

Attached to and becoming a part of this agreement between
BP Central Pipelines LLC and Town of Whitestown

PRISM#		TPR12338- Reimbursible- Whitestown Roundabout		US Pipelines & Logistics	
SAP#					
Estimate For:		Define to Execute		Location: Indiana	
CODE	DESCRIPTION	TOTAL		TOTAL	%
		CAPITAL	REVEX	\$	ANALYSIS
A	APPRAISE	14,500		14,500	17.4%
S	SELECT				
D	DEFINE				
E	EXECUTE	69,000		69,000	82.6%
O	OPERATE				
TOTAL CAPITAL		83,500		83,500	100.0%
TOTAL REVEX					
PROJECT TOTAL				83,500	100.0%

Estimate Range based on Confidence Range Factors:

Total (high-side) = 147,169
Total (low-side) = 49,056

3rd Party Cost 83,500
BP Overheads 14,613
Total 3rd Party 98,113

Confidence Range =

Plus +50%
Minus -50%

Total BP Cost

GRAND TOTAL	98,113
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