

**COMMONWEALTH OF VIRGINIA
WASTE MANAGEMENT BOARD AND
THE DEPARTMENT OF ENVIRONMENTAL QUALITY**

**ADMINISTRATIVE AGREEMENT FOR THE VOLUNTARY REMEDIATION OF THE
FORMER ALLIED NORFOLK TERMINAL BY KINDER MORGAN VIRGINIA
LIQUIDS TERMINALS, LLC**

Voluntary Remediation Program No. VRP00621

DATE: February 24, 2013

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SECTION 1: JURISDICTION AND GENERAL PROVISIONS

This Administrative Agreement (“Agreement”) is entered into voluntarily by Kinder Morgan Virginia Liquids Terminals, LLC, (“KMVLT”) and the Virginia Waste Management Board (“Board”) (each a “Party” and collectively, the “Parties”). The purpose of this Agreement is to detail the obligations and functions of each Party for the voluntary response action at the Allied Norfolk Terminal Facility (“Site,” as more specifically defined below), Voluntary Remediation Program (“VRP”) No. VRP00621. This Agreement is issued under the authority of the Board pursuant to Va. Code §§10.1-1402 (19) and (21).

The activities conducted by KMVLT under this Agreement are subject to concurrence and enforcement by the Virginia Department of Environmental Quality (“VDEQ”), an agency of the Commonwealth of Virginia authorized to act on behalf of, and in the best interest of the Board to oversee the investigation and/or remediation of a release or threatened release of any hazardous substance at or from the Site. The activities conducted by KMVLT shall be consistent with this Agreement, all applicable laws and regulations, and any appropriate guidance documents. KMVLT shall employ sound scientific, engineering and construction practices at all times in satisfaction of the requirements of this Agreement.

KMVLT does not admit any liability arising out of the Work proposed in this Agreement nor does it acknowledge any responsibility for the occurrence of improperly disposed, treated, stored, transported or managed substances within the jurisdiction of the Board. KMVLT does not acknowledge for purposes of liability that conditions at the Site constitute hazards and nuisances dangerous to human health, safety or the environment created by the improper disposal, treatment, storage, transportation or management of substances within the jurisdiction of the Board.

SECTION 2: STATEMENT OF ELIGIBILITY

VDEQ/Board has determined that the application submitted by KMVLT is complete, that the Site is eligible to participate in the VRP established under Chapter 160 of Title 9 of the Virginia Administrative Code (“VAC”), and that KMVLT has paid the VRP registration fee required under 9 VAC 20-160-60.B. Additionally, KMVLT received a Bona Fide Prospective Purchaser (“BFPP”) letter from VDEQ dated April 22, 2013 confirming that KMVLT qualifies as a BFPP for the Site under Virginia law.

SECTION 3: PARTIES BOUND

This Agreement shall apply to and be binding upon KMVLT, its officers, directors, principals, employees, receivers, trustees, agents, successors, assigns and subsidiaries over which KMVLT exercises control, and upon VDEQ/Board, its employees, agents, assigns and successors. KMVLT shall provide a copy of this Agreement to its Project Coordinator and all contractors, subcontractors, laboratories, and consultants that are retained to conduct any Work performed under this Agreement within fourteen (14) days after the Effective Date of this Agreement or the date of retaining their services, whichever is later. KMVLT shall condition any such contracts upon satisfactory compliance with this Agreement and all applicable laws and regulations.

Notwithstanding the terms of any contract, KMVLT is responsible for compliance with this Agreement and for ensuring that the Project Coordinator, employees, contractors, consultants, subcontractors, and agents comply with this Agreement.

The signatories to this Agreement certify that they are fully authorized to execute and legally bind the parties they represent. No change in ownership, corporate, or partnership status of KMVLT shall in any way alter its status or responsibilities under this Agreement unless KMVLT or the Board otherwise agree or withdraw from this Agreement pursuant to 9 VAC 20-160-100. KMVLT shall provide a copy of this Agreement to any prospective purchasers of the Site prior to transfer of title and shall provide written notice to VDEQ of the prospective purchase at least 30 days prior to closing.

SECTION 4: DEFINITIONS

Capitalized terms used but not defined in this Agreement that are defined in The Virginia Waste Management Act, Va. Code § 1400 *et seq.*, and its accompanying regulations shall have the meanings assigned to them in the Act or such regulations. Whenever the terms set forth below are used in this Agreement, the following definitions shall apply.

“Agreement” shall mean this Administrative Agreement for the Voluntary Remediation of the Allied Norfolk Terminal, all appendices attached hereto, and all documents incorporated by reference, including and without limitation VDEQ approved submissions. VDEQ approved submissions are incorporated into and become a part of the Agreement upon approval by VDEQ. In the event of conflict between this Agreement and any appendix or other incorporated document, this Agreement shall control.

“Board” shall mean the Virginia Waste Management Board.

“Certification of Satisfactory Completion of Remediation,” “Certificate” or “Certification” shall be given the definition described in 9 VAC 20-160-110 upon satisfactory completion of all requirements therein.

“Contaminants of Concern” shall mean any contaminant that exceeds the VRP risk based cleanup criteria, as determined by existing technical documents for this Site, and/or during planned site characterization activities.

“Day” shall mean a calendar day. In computing any period of time under this Agreement where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“VDEQ” shall mean the Virginia Department of Environmental Quality and any successor agency within the government of the Commonwealth.

“Effective Date” shall be the effective date of this Agreement as provided in **Section 21**.

“KMVLT” shall mean Kinder Morgan Virginia Liquids Terminals LLC.