GUARANTY FORM FURNISHED AS EVIDENCE OF
FINANCIAL RESPONSIBILITY IN RESPECT OF LIABILITY FOR
DISCHARGE OF OIL UNDER ‘62.1-44.34:16 OF THE CODE OF VIRGINIA
AND SUBSECTION 9 VAC 25-101-50 A

1. WHEREAS ___________________________________________________________

(Name of Tank Vessel Operator)

(hereinafter the Operator is the Operator of the tank vessel or vessels specified in the annexed schedules
(hereinafter Tank Vessels) and whereas the Operator desires to establish its financial responsibility in
accordance with ‘62.1-44.34:16 of the Code of Virginia and subsection 9 VAC 25-101-50 A of the
Department of Environmental Quality= Tank Vessel Oil Discharge Contingency Plan and Financial
Responsibility Requirements, the undersigned Guarantor hereby guarantees, subject to the provisions of clause
3 hereof, to discharge the Operator’s legal liability to the Commonwealth of Virginia in respect to a claim
under Article 11 (‘62.1-44.34:14 et seq.) of Chapter 3.1 of Title 62.1 of the Code of Virginia. Upon payment
of the agreed sum, the Operator is to be fully, irrevocably, and unconditionally discharged from all further
liability to the claimant with respect to the claim. The Operator’s legal liability under Article 11, which is
covered by this Guaranty, is:

a. In the case of a Tank Vessel, $500 per gross ton of such Tank Vessel. The foregoing amount of
coverage provided by the Guarantor on behalf of the Commonwealth of Virginia in respect to any of the Tank
Vessels is not conditioned or dependent in any way upon any agreement or understanding between the
Operator and the Guarantor that any of the Tank Vessels will or will not carry oil, or will or will not operate in
certain waters.

2. The Guarantor’s liability under this Guaranty shall attach only in relation to incidents giving rise under
Article 11 to causes of action against the Operator in respect of any of the Tank Vessels for discharge or
threat of discharge of oil, occurring on or after the effective date of this Guaranty, which, as to each of the
Tank Vessels, shall be the date the Tank Vessel is named in Schedule A or added to Schedule B below, and
before the termination date of this Guaranty, which, as to each of the Tank Vessels, shall be the date 30 days
after the date of receipt by the Department of Environmental Quality, Office of Spill Response and
Remediation, P. O. Box 10009, Richmond, Virginia 23240, of written notice that the Guarantor has elected to
terminate this Guaranty, with respect to any of the Tank Vessels, and has so notified the Operator; provided
however, that with respect to any Tank Vessel carrying oil in bulk as cargo that has been loaded before the
scheduled date of termination, the termination shall not become effective (1) until completion of discharge of
such cargo, or (2) until 60 days after the date of receipt by the Department of Environmental Quality of
written notice of termination, whichever date is earlier. Termination of this Guaranty as to any of the Tank
Vessels shall not affect the liability of the Guarantor in connection with an incident occurring before the date
of termination becomes effective.

3. Any claim against the Operator arising under Article 11 may be brought directly against the Guarantor;
provided, however, that in the event of a direct claim the Guarantor shall be entitled to invoke only the rights
and defenses permitted by ‘62.1-44.34:18 of the Code of Virginia to the Tank Vessel operator.

4. If, during the currency of this Guaranty, the Operator requests that a tank vessel operated by the
Operator, and not specified in the annexed Schedules A and B, should become subject to this Guaranty, and if
the Guarantor accedes to the request and so notifies the Department of Environmental Quality in writing, then
the tank vessel becomes one of the Tank Vessels included in Schedule B and subject to this Guaranty.
5. The Guarantor certifies that it meets or exceeds the financial test criteria for self insurance of subsection 9 VAC 25-101-50 C, and agrees to comply with all the requirements for Guarantors as specified in section 9 VAC 25-101-50. Guarantor agrees that if, at the end of any fiscal year before cancellation of this Guarantee, the Guarantor fails to meet the financial test criteria of subsection 9 VAC 25-101-50 C, Guarantor shall send within 30 days of such failure, by registered mail, notice to the operator. The Guarantee will terminate 30 days from the date of receipt of the notice by the operator, as evidence by the return receipt.

6. The Guarantor hereby designates ___________________________ (Name of Agent) with offices at ________________________________, as the Guarantor’s agent in the Commonwealth of Virginia for service of process for the purpose of Article 11 and implementing rules in 9 VAC 25-101-10 et seq. If the designated agent cannot be served due to his death, disability, or unavailability, the Clerk of the State Corporation Commission becomes the agent for service of process.

7. If more than one guarantor joins in executing this Guaranty, that action constitutes joint and several liability on the part of the Guarantors.

8. The definitions in section 9 VAC 25-101-10 shall apply to this Guaranty.

I hereby certify that the wording of this Guaranty is identical to the wording specified in form DEQ101-5.

EFFECTIVE DATE __________________________ (Month/Day/Year and Place of Execution)

__________ (Type Name of Guarantor)

__________ (Type Address of Guarantor)

By: __________________________

(Signature)

__________ (Type Name and Title of Person Signing)

SCHEDULE A
TANK VESSELS INITIALLY LISTED

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<tr>
<th>Tank Vessel</th>
<th>Gross Tons</th>
<th>Operator</th>
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(March 1998)
SCHEDULE B
TANK VESSELS ADDED IN ACCORDANCE WITH CLAUSE 4

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<th>Gross Tons</th>
<th>Operator</th>
<th>Date Added</th>
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<td>(March 1998)</td>
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