



Freepoint changes dated July 11, 2017 to Shell Trading (US) Company General Terms and Conditions for the Sale and Purchase Of Products (April 1, 2016):

- 15.2 At end of 1st sentence, delete “attached” and insert “and covering, at a minimum, the value of the goods at the price provided in the contract plus 10% (and in the currency of the contract)”.
- 40.1 In 2nd line: insert after “by the due date” the words “(including without limitation pursuant to Section 39.8)”.
- 42.1 2nd sentence: Delete the words “on demand” and replace with “not later than two (2) banking days after request”.
- 43.4 In 15th line: delete the clause “provided, however, if the net ... zero for purposes of determining the Termination Payment”.
- In 18th line: In sentence commencing with the words “The Non-Defaulting Party shall notify”, delete the words “due from the Defaulting Party” and replace with the words “due from the owing Party”.
- In the sentence commencing on the 20th line beginning with the words “The Defaulting Party shall pay”:
- (1) Delete the words “Defaulting Party” and replace with the words “owing Party”;
 - (2) Delete the words “to the Non-Defaulting Party” and replace with the words “to the other Party”; and
 - (3) After the words “with interest” add the words “if the Defaulting party is the owing Party”.
- 43.6.2 Delete the words “by the Defaulting Party to the Non-Defaulting Party”.
44. All references beginning “44.7. ...” are changed to references beginning “44.2. ...”.
- 44.1.6 Delete Sec. 44.1.6.
- 49.1 In the penultimate sentence, after the words “right to terminate” delete the words “this Agreement” and insert the words “the affected portion of the Transaction”.
- 57.1 In 4th line, delete the word “Texas” and insert the words “New York”.
- 57.2 In 2nd line, delete the word “Texas” and insert the words “New York”.
In 3rd line, delete the words “Houston, Texas” and insert the words “the Borough of Manhattan, New York, N.Y.”.
- 57.3 In 6th line, delete the words “two (2) years” and insert the words “one (1) year”.
- 65.4.2 In 1st line, delete the words “five (5) years” and insert the words “two (2) years”.
- 65.4.3 In 3rd line, delete the words “five (5) years” and insert the words “two (2) years”.
- 67.1 Delete and replace with the following:
“Adequate Assurance of Performance” means security in an amount and format and from an entity acceptable to the requesting Party, each as determined in the requesting Party's sole discretion, in any of the following forms, as may be acceptable to the requesting Party in its sole discretion (i) prepayment, (ii) an irrevocable standby or documentary letter of credit issued or confirmed by a bank acceptable to the requesting Party or (iii) a guaranty.
- 67.2 In the 3rd line, after the words “common control with the person”, insert the words “; provided, however, in the case of Freepoint Commodities Holdings LLC, or any of its subsidiaries, the definition of “Affiliate” shall be limited to Freepoint Commodities Holdings LLC and its subsidiaries.”

Attachment B

- 4.1.8 In the last line, after the words “(each such affected RIN” add the words “under Sections 4.1.1 through 4.1.8”.
- 8 (i) In the 2nd line, delete “OR THE OTHER PARTY’S AFFILIATES” and (ii) in the 5th line, after the words “GOVERNMENTAL AUTHORITY” insert “IN CONNECTION WITH A RINS TRANSACTION”.