

STATE OF LOUISIANA :
 : RELEASE AND INDEMNITY AGREEMENT
PARISH OF CALCASIEU :

In order to induce Pumpelly Oil Company and its affiliates, successors and assigns (collectively the "Company") to sell ethanol products, grant extensions of credit for ethanol products and/or other financial accommodations, the undersigned buyer, now and in the future, does release and forever discharge the Company from any and all property damage claims to property of the Buyer and/or its customers, resulting from the use and sale of any ethanol products purchased from the Company.

Buyer agrees to look solely to the proceeds of its own comprehensive general liability or similar insurance, which Buyer agrees to maintain in the amount of at least \$100,000.00, and not to the Company for recovery (including deductibles) for physical loss or property damage sustained by Buyer or Buyer's customers as a result of the purchase of ethanol products from the Company or the sale of such ethanol products to Buyer's customers.

Buyer shall cause its comprehensive general liability and/or similar insurance policy(s) to be endorsed to provide for a waiver of subrogation in favor of the Company with respect to claims arising out of or related to the sale of ethanol products.

Buyer specifically assumes all risks associated with the sale of ethanol products.

The undersigned hereby agrees to indemnify and save harmless the Company and its respective officers, employees and agents from any and all liabilities, claims and demands for property damages, cost, attorney fees and/or expenses resulting from the sale of ethanol products obtained from the Company, regardless of any negligence or lack of reasonable care on the part of the company and Buyer agrees to defend any claim or suit which may arise from the foregoing and to pay all attorney's fees and costs thereof.

WITNESSES:

BUYER: _____

DATE: _____