EXHIBIT "A"

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 1st day of June, 2006, by and between the **MEMPHIS AND SHELBY COUNTY PORT COMMISSION**, an organization created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, **THE CITY OF MEMPHIS**, a municipal corporation organized under the laws of the State of Tennessee, and **THE COUNTY OF SHELBY**, one of the counties of the State of Tennessee (hereinafter referred to as "Lessors") and **WESPAC PIPELINES-MEMPHIS LLC** (hereinafter referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, the Lessors are the owners and have management and control of certain lands situated in the Memphis and Shelby County Port Commission's Industrial Subdivision on Presidents Island in the City of Memphis which lands include the premises described on Exhibit A attached hereto; and

WHEREAS, Lessor and Lessee are parties to an Agreement to Construct, Operate and Lease Pipeline dated June 8, 2003 (the "Pipeline Agreement"); and

WHEREAS, the Pipeline Agreement sets forth the terms and conditions under which the Lessee is to design and construct a pipeline and terminal to be owned by Lessor that will deliver jet fuel to the Memphis International Airport; and

WHEREAS, the improvements to be constructed on the premises to be leased hereunder will be related to the pipeline and terminal infrastructure contemplated under the Pipeline Agreement; and

WHEREAS, the premises to be leased hereunder are subject to the terms and conditions of the Pipeline Agreement as supplemented by the terms and conditions of this Lease; and

WHEREAS, Lessee desires to lease said hereinafter described premises for the use and purposes and for the rental and upon the terms hereinafter set forth:

NOW THEREFORE, in consideration of the premises, the mutual advantage accruing each to the other, and for good and valuable consideration, the adequacy of which and the receipt of which the parties hereto acknowledge from the other, the parties agree as follows:

1. The premises to be leased hereunder will be subject to the terms and conditions of the Pipeline Agreement provided, however, that the rental to be paid hereunder shall be in addition to the rental to be paid by Lessee in the Pipeline Agreement, and in the event of any inconsistencies between the terms of the Pipeline Agreement and the terms of this Lease, the terms of this Lease shall govern.

2. The term of the Lease shall commence on **June 1, 2006** and shall be for a period of fifteen (15) years. The Lease will automatically renew for another consecutive term of fifteen (15) years unless Lessee provides written notice to Lessors no less than 180 days prior to the end of the initial term that it does not desire to renew.

3. (a) The rental for the period from **June 1, 2006 through May 31, 2007** is **THIRTY-ONE THOUSAND, FIVE HUNDRED FIFTY-TWO and 80/100 ($31,552.80) DOLLARS**, which sum is to be paid in twelve (12) equal installments of **TWO THOUSAND, SIX HUNDRED TWENTY-NINE and 40/100 ($2,629.40) DOLLARS** per

month, due on or before the first day of each month commencing June 1, 2006. After the initial year period, the annual rent for the remainder of the original lease period or any renewal period shall be adjusted at annual intervals and shall be determined by the utilization of the Consumer Price Index and shall be computed in accordance with the provisions of Exhibit B which is attached hereto and made a part of this Lease. In no event shall any increase in rental required in each year exceed 8% of the rental rate for the previous year. Unless advised to the contrary in writing, Lessee shall make all rental payments to the Memphis and Shelby County Port Commission, 1115 Riverside Boulevard, Memphis, Tennessee 38106-2504.

(b) The Lessee hereby agrees to be responsible for any and all property taxes and/or special assessments which are now assessed or hereafter assessed against the subject premises or any improvements hereafter erected by Lessee on subject premises during the term of this Lease Agreement and any extended terms thereof.

(c) Lessee shall pay for all utility services and all other services and installations to the leased premises. Lessee at its expense shall promptly make all necessary repairs and replacements to the leased property whether interior or exterior, ordinary or extraordinary, or structural or non-structural. The Lessee shall at all times during the lease term, at its expense, put and maintain in thorough repair and in good and safe condition all buildings and improvements on the leased property and their equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary however, the necessity or desirability for repairs may occur and regardless of whether necessitated by

wear, tear, obsolescence, or defects, latent or otherwise. The quality and class of all repairs and replacements shall be equal to that of the original work and Lessee shall maintain the demised premises in good repair and in at least as good as condition as that in which they were delivered. Lessee shall, at the expiration or earlier termination of this Lease Agreement, surrender the demised premises in at least as good as condition as that in which they were delivered.

4. The Lessors do hereby grant, demise and lease unto the said Lessee the premises described on Exhibit A attached and all improvements thereon situated in the City of Memphis, County of Shelby, State of Tennessee.

5. (a) All improvements which are desired by Lessee and made upon the premises subsequent to the date of this Lease shall be installed and maintained at Lessee's expense. No alteration, addition or improvement to the leased premises shall be made by the Lessee without the written consent of the Lessors. Any alterations, additions or improvements made by the Lessee subsequent to the date of this Lease, after such consent shall have been given, but not furniture, fixtures or equipment installed as part thereof, upon the termination of this Agreement, or any extension thereof, become the absolute property of Lessors without payment of any kind therefor.

(b) Any alterations, additions or improvements to the leased premises shall be made only in compliance with the laws and ordinances of the City of Memphis, County of Shelby, State of Tennessee and the United States of America.

(c) The parties agree that the leased premises are to be used only for terminal operations including the installation of tanks and related structures, all such uses as must be allowable under applicable zoning ordinances. Also, said premises shall be maintained at all times in a condition commensurate with generally acceptable standards of good housekeeping.

(d) Plans for any and all buildings, facilities and improvements to include landscaping shall be subject to the approval of the Memphis and Shelby County Port Commission, which approval shall not be unreasonably withheld, prior to application for a construction permit.

(e) Lessors shall not be responsible for any damage occasioned by Lessee; for loss of profits, lack of accessibility to subject premises, to equipment or otherwise, by any action of the Mississippi River or its backwaters, including flood, except as otherwise provided herein.

6. No sign of any type will be placed on any portion of the leased premises without the express written consent of the Memphis and Shelby County Port Commission, regarding the size, general design, and placement of said sign. Any such signs shall be used exclusively by Lessee to advertise Lessee's own business. Such approval by the Memphis and Shelby County Port Commission shall not be unreasonably withheld and the Commission recognizes that Lessee's signs must be visible to drivers en route to the premises. Upon the expiration of this Lease or any extension thereof, Lessee, at Lessee's expense, shall remove all signs placed or erected on the said premises during the term of this Lease, and repair all

damage to the leased premises due to the erection and subsequent removal of same. Lessee acknowledges receipt of copies of the applicable zoning rules and ordinances and Lessee has satisfied itself that signs required by it are permissible.

7. Lessee may not sell, transfer, or assign this Lease or any interest of Lessee hereunder or sublease the whole or part of the leased premises to any wholly owned subsidiary or successor or other person, corporation or entity except for an affiliate of Lessee without the prior written approval of the Memphis and Shelby County Port Commission. Any transfer or assignment of this Lease or any interest hereunder or subleasing shall be subject to the terms of this Lease and not relieve the Lessee of its liability for payment of the rent or performance of any covenant or other obligation imposed upon Lessee by this Lease.

8. Lessee shall indemnify Lessors against all liability, loss, costs, damage, expense, or penalty sustained by Lessors, including attorney fees, and other expenses of litigation arising as follows:

(a) For any violation of any law or regulation of the United States, the State of Tennessee, or any of the local laws, county and city, if occasioned by the neglect and fault of Lessee or those holding or occupying under Lessee.

(b) Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons (including death) or property resulting from the use, occupancy, maintenance, or repair of the demised premises or any part thereof, by Lessee or by any person or persons holding or occupying under or employed by Lessee.

(c) On account of or through the use, occupancy, maintenance, or repair of

the demised premises or improvements, or any part thereof by Lessee or by any other person or persons holding or occupying under or employed by Lessee for any purposes inconsistent with the provisions of this Lease.

(d) Against all liens and charges of any and every nature that may at any time be established against the premises or any improvements thereon or any part thereof as a consequence, direct or indirect, of any act or omission of Lessee or any person or persons holding or occupying under or employed by Lessee or as a consequence, direct or indirect, of the existence of Lessee's interest under this Lease.

(e) On account of Lessee's failure to comply with its obligations under paragraph 17 herein including the Applicable Environmental Laws.

9. In addition to the leased premises described on Exhibit A hereto, Lessor also owns the parcels of real property described on Exhibit C hereto which are adjacent to the leased premises (the "Adjacent Parcels"). In consideration for the rental payments and other obligations of Lessee set forth herein, in the event that Lessor desires to sell and/or lease either or both of the Adjacent Parcels to a third party, then the Lessor shall give notice to the Lessee of any *bona fide* offer it receives from a third party to purchase and/or lease either or both of the Adjacent Parcels, identifying the proposed purchaser or lessee and setting forth the proposed purchase price or lease terms and all other material terms under which the Lessor has proposed to sell or lease one or both of the Adjacent Parcels to such third party (the "Offer Notice"). The Lessee shall have thirty (30) days from receipt of the Offer Notice to elect, by written notice to the Lessor, to purchase or lease either or both of the Adjacent

Parcels which are proposed to be sold or leased on the terms and conditions set forth in the Offer Notice. Lessor shall not sell or lease the Adjacent Parcels without providing Lessee with the Offer Notice, and in the event the Lessee provides notice to the Lessor that it elects to lease or purchase the Adjacent Parcels upon the terms set forth in the Offer Notice, Lessor shall sell or lease (as the case may be) the Adjacent Parcels to the Lessee. If the Lessee elects to exercise the foregoing right of first refusal, the Lessee and the Lessor shall agree upon a mutually acceptable date upon which to consummate the proposed transaction, provided, however, this right of first refusal shall expire on May 31, 2007.

10. (a) If the whole of the leased premises, or such portion thereof as will render the premises unsuitable for the purposes herein leased, is taken or condemned for any public use or purpose by any legally constituted authority, then in either of such events, this Lease shall cease from the time when possession was taken by such Public Authority and rents shall be accounted for between Lessors and Lessee, as of such date. Such termination shall be without prejudice to the rights of either Lessors or Lessee to recover compensation for any loss or damage caused by such condemnation. Neither Lessors nor Lessee shall have any right in or to any award made to the other by the condemning authority.

(b) In the event that the premises demised, or any part thereof, are partially taken or condemned for any public use or purpose by any legally constituted authority, but not thereby rendered unsuitable for the purposes for which leased, then, Lessee shall receive a fair and proper abatement of rental from and after the time when possession was taken by such public authority.

11. (a) Lessee at its own risk and expense, during the period of this Lease or any extended term of this Lease, shall provide commercial general liability insurance in the minimum amount of **FIFTY MILLION ($50,000,000) DOLLARS** combined single limits covering property damage and bodily injury with the MEMPHIS AND SHELBY COUNTY PORT COMMISSION, THE CITY OF MEMPHIS, and THE COUNTY OF SHELBY named as additional insureds; this policy will fully protect Lessors from any and all claims for damages to property or persons, including death, which may arise from Lessee's or Sublessee's operations on the leased premises or adjacent thereto, whether such operations are by Lessee or by anyone directly or indirectly employed or licensed by Lessee or acting under Lessee's authority or orders. Further, this policy shall be written with insurance companies satisfactory to the MEMPHIS AND SHELBY COUNTY PORT COMMISSION. All policies should contain language providing that should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will mail thirty (30) days written notice to Lessors.

(b) Prior to inception of the lease term and prior to entering upon the premises the Lessee shall deliver to Lessors certificates of insurance which satisfy the conditions of sub-paragraph (a) of this paragraph and which certifies that such insurance is in full force and effect.

(c) At least thirty (30) days prior to the expiration of any policy of insurance the Lessee is obligated to carry under this Lease, the Lessee shall furnish a binder to the Lessors renewing each such policy. Each policy and/or binder shall provide for at least thirty

(30) days notice to the Lessors of any material change in coverage or cancellation thereof. Lessee shall promptly deliver to Lessors a certificate from the insurance carrier evidencing the renewal of the policy and payment of premium.

(d) Lessors may at any time receive and inspect all such policies.

12. Lessors reserve the right to enter, by their duly appointed agents, at reasonable times, and with prior notice, for the purpose of inspection of the premises covered by this Lease Agreement, and for the purpose of maintaining said premises, provided, however, this paragraph shall not affect Lessee's obligations under this Lease.

13. In case Lessee, during the term of this Lease shall cause a default hereunder by committing one or more of the following:

(a) file a voluntary petition in bankruptcy; or

(b) make an assignment for the benefit of creditors; or

(c) be adjudicated a bankrupt; or

(d) be declared insolvent; or

(e) abandon the premises; or

(f) fail to perform any material part of this Agreement including the payment of rent heretofore agreed; or

(g) fail to perform any of the conditions and covenants for construction and maintenance provided for in this agreement; and such default shall continue for thirty (30) days after the Memphis and Shelby County Port Commission gives written notice of such default of Lessee, then and thenceforth, in any of said events, the Memphis and Shelby County Port Commission at its option has the right to cancel this Lease and accelerate any payments due hereunder or the Memphis and Shelby County Port Commission may re-enter and resume possession of same

and may at its option relet the premises as agent of Lessee but in the name of Lessor and receive rent therefore applying the same, first, to the payment of expenses to which it may be put in re-entering and reletting and then to payment of rent due by these presents, the remainder, if any, to be paid over to Lessee, who shall be liable for any deficiency, the execution of a new Lease for the same premises being permitted without terminating Lessee's liability or obligation hereunder, such liability to survive.

14. Any rent or other sum (including taxes) payable to Lessors by Lessee under the terms of this Lease which Lessee does not pay within thirty (30) days of the date it becomes due and owing shall bear interest in favor of Lessors from the due date at the rate of twelve percent (12%) per annum cumulative (or at such lesser rate as shall constitute the maximum lawful rate permitted in the State of Tennessee) from time to time until paid.

15. No payment by Lessee, or acceptance by Lessors, of a lesser amount of rent than shall be due from Lessee to Lessors shall be treated otherwise than as a payment on account. The acceptance by Lessors of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Lessors may accept such payment without prejudice to any other rights or remedies which Lessors may have against Lessee. Any payment, however designated, may be accepted by Lessors and applied against any part of Lessee's then existing and then due rent obligations, and Lessor may apply such payment against any sum then due or may retain such payment (without interest) as a credit against Lessee's accruing future obligations.

16. The right in the Lessors to terminate this Lease as herein set forth is in addition to and not in exhaustion of such rights that the Lessors have or causes of action that may accrue to the Lessors because of the Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this Lease, and the exercise or pursuit by the Lessors of any of the rights or causes of action accruing hereunder shall not be in exhaustion of such other rights or causes of action that the Lessors might otherwise have.

17. It is hereby covenanted and agreed that no waiver of a breach of any of the covenants of this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

18. Lessee agrees to pay all reasonable costs of collection, including reasonable attorneys fees, if all or any part of the rent reserved herein is collected after maturity with the aid of an attorney; also, Lessee agrees to pay reasonable attorney fees in the event that it becomes necessary for Lessors to employ an attorney to enforce any of the covenants, obligations or conditions imposed in this Lease.

19. The Lessee shall comply with and cause to be complied with, all statutes, regulations, ordinances and other requirements of any government, whether federal, state or local, as amended from time to time, relating to the property and the use there of or any part thereof, including, without limitation, 42 U.S.C. ' 9601 *et seq.*, 42 U.S.C. ' 6901 *et seq.*, 33 U.S.C. ' 1251 *et seq.*, T.C.A. ' 68-212-201 *et seq.*, T.C.A. ' 68-212-101 *et seq.*, T.C.A. ' 68-215-101 *et seq.*, T.C.A. ' 69-3-101 *et seq.*, and all other applicable federal, state and local health or environmental statutes and regulations (the "Applicable Environmental Statutes and

Regulations"). Lessee shall also comply with all restrictive covenants and other such restrictions of record and shall meet and comply with all requirements of federal and state common law, *e.g.* Statutes and Regulations and the Applicable Environmental Common Law together are referred to herein as the "Applicable Environmental Laws." Lessee covenants that all reporting requirements of all Applicable Environmental Laws shall be complied with and all spills shall be cleaned and removed in a manner in compliance with the Applicable Environmental Laws even if Lessee is no longer in possession under the Lease.

20. Until further notice of change of address, any notice in writing given under this agreement shall be sufficient if sent by mail, postage prepaid, and addressed as follows:

Lessors:	Chairman Memphis and Shelby County Port Commission 1115 Riverside Blvd. Memphis, Tennessee 38106-2504
Lessee:	Wespac Pipelines-Memphis LLC 3 Corporate Plaza, Suite 140 Newport Beach, CA 92660

21. It is specifically agreed between the parties that this contract and the enforcement of any of the provisions thereof shall be construed and enforced in accordance with the laws of the State of Tennessee.

22. This writing constitutes the entire agreement by and between the parties and no renewal, extension or amendment of this Lease shall be binding unless in writing and signed by all of the parties hereto.

23. This Lease shall be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or officials, duly authorized so to do, on the day and year indicated below.

ATTEST:

Vickie Lewis
Secretary-Treasurer

LESSOR:
MEMPHIS AND SHELBY COUNTY PORT COMMISSION

By: _____
Chairman

APPROVED AS TO FORM:

_____
Port Commission Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **THOMAS E. FISHER,** with whom I am personally acquainted, and who upon oath acknowledged himself to be the Chairman of the Memphis and Shelby County Port Commission, created by Chapters 500 and 529 of the Private Acts of Tennessee of 1947, as amended, and that he as such chairman being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Memphis and Shelby County Port Commission by himself as chairman.

WITNESS my hand and seal of office at Memphis, Tennessee, this the day of 12 June, 2006.

_____
Notary Public

My commission exp My Commission Exp. Oct. 19, 2008

CR-5019

ATTEST:

LESSOR:
CITY OF MEMPHIS

Valerie C. Snipes
City Comptroller

By: _____
Dr. W. W. Herenton, Mayor

APPROVED AS TO FORM:

Carol Hale S. Townsdin
City Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **DR. W.W. HERENTON**, and with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the City of Memphis, a municipal corporation of the State of Tennessee, and that he as mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipal corporation by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 28 day of August, 2006.

Carol M. Handy
Notary Public

CAROL M. HANDY NOTARY PUBLIC AT LARGE SHELBY CO. TN MY COMM. EXP. 1-31-07

My commission expires: 1-31-07

ATTEST:

Clerk of County Commission

LESSOR:
COUNTY OF SHELBY

By: _____
A C Wharton, Jr., Mayor

APPROVED AS TO LEGAL FORM,
EFFICACY AND PROPRIETY:

Contract Administrator
Assistant County Attorney

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, a notary public within and for said state and county, at Memphis, Tennessee, duly commissioned and qualified, personally appeared **A C WHARTON, JR.** with whom I am personally acquainted, and who upon oath acknowledged himself to be the Mayor of the County of Shelby, State of Tennessee, and that he as such mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Shelby County by himself as mayor thereof.

WITNESS my hand and seal of office at Memphis, Tennessee, this the 6th day of September, 2006.

Notary Public

My commission expires: MY COMMISSION EXPIRES: November 12, 2008

BERNITA SPEARMAN
STATE OF TENNESSEE NOTARY PUBLIC
SHELBY COUNTY

LESSEE:
WESPAC PIPELINES-MEMPHIS LLC

By: David P. Smith

STATE OF Tennessee

COUNTY OF SHELBY

Before me, a notary public within and for said state and county, duly commissioned and qualified, personally appeared DAVID P SMITH with whom I am personally acquainted, and who upon oath acknowledged himself to be the Vice-President of **WESPAC PIPELINES-MEMPHIS LLC** and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such Vice President.

WITNESS my hand and seal of office at Memphis, TN, this 7th day of June, 2006.

Donald McCoy
Notary Public

My commission expires: My Commission Exp. Oct. 19, 2008

Exhibit "A"

Parcel A

Being a portion of Lot 2 designated as Parcel 'A' of the Memphis and Shelby County Port Commission's Industrial Subdivision as recorded in plat Book 17, Page 2 in the Register's Office of Shelby County, Tennessee being more particularly described by metes and bounds as follows:

Beginning at a found axel at the northwest corner of Lot 2 of the Memphis and Shelby County Port Commission's Industrial Subdivision as recorded in plat Book 17, Page 2 in the Register's Office of Shelby County, Tennessee, said found axel being on the south right of way line of Channel Avenue (100' ROW) being common with the northeast corner of the Archer Daniels Midland Co. property as recorded in instrument number BH-2386 at said Register's Office; thence along said south right of way line of Channel Avenue, North 73 degrees 11 minutes 50 seconds East a distance of 567.19' to a point (set iron pin); thence departing from said south right of way line, South 16 degrees 43 minutes 29 seconds East a distance of 370.89' to a point (set iron pin); thence South 73 degrees 09 minutes 28 seconds West a distance of 566.53' to a point on the east line of said Archer Daniels Midland Co. property; thence along said east line, North 16 degrees 49 minutes 38 seconds West a distance of 371.28' to said TRUE POINT OF BEGINNING.

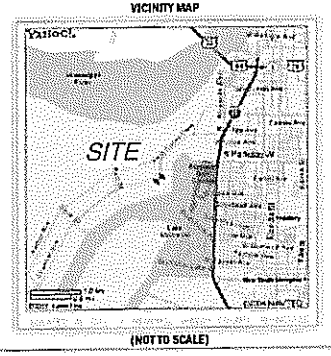
Said described property containing 210,352 square feet or 4.83 acres, more or less.

Boundary & Topographic Survey

Portion of Lot 2 of the Memphis and Shelby County Port Commission's Industrial Subdivision per Plat Book 17, Page 2, Shelby County Register's Office, Memphis, Tennessee.

DESCRIPTION OF PROPERTY

VICINITY MAP



(NOT TO SCALE)

Allen&Hoshall

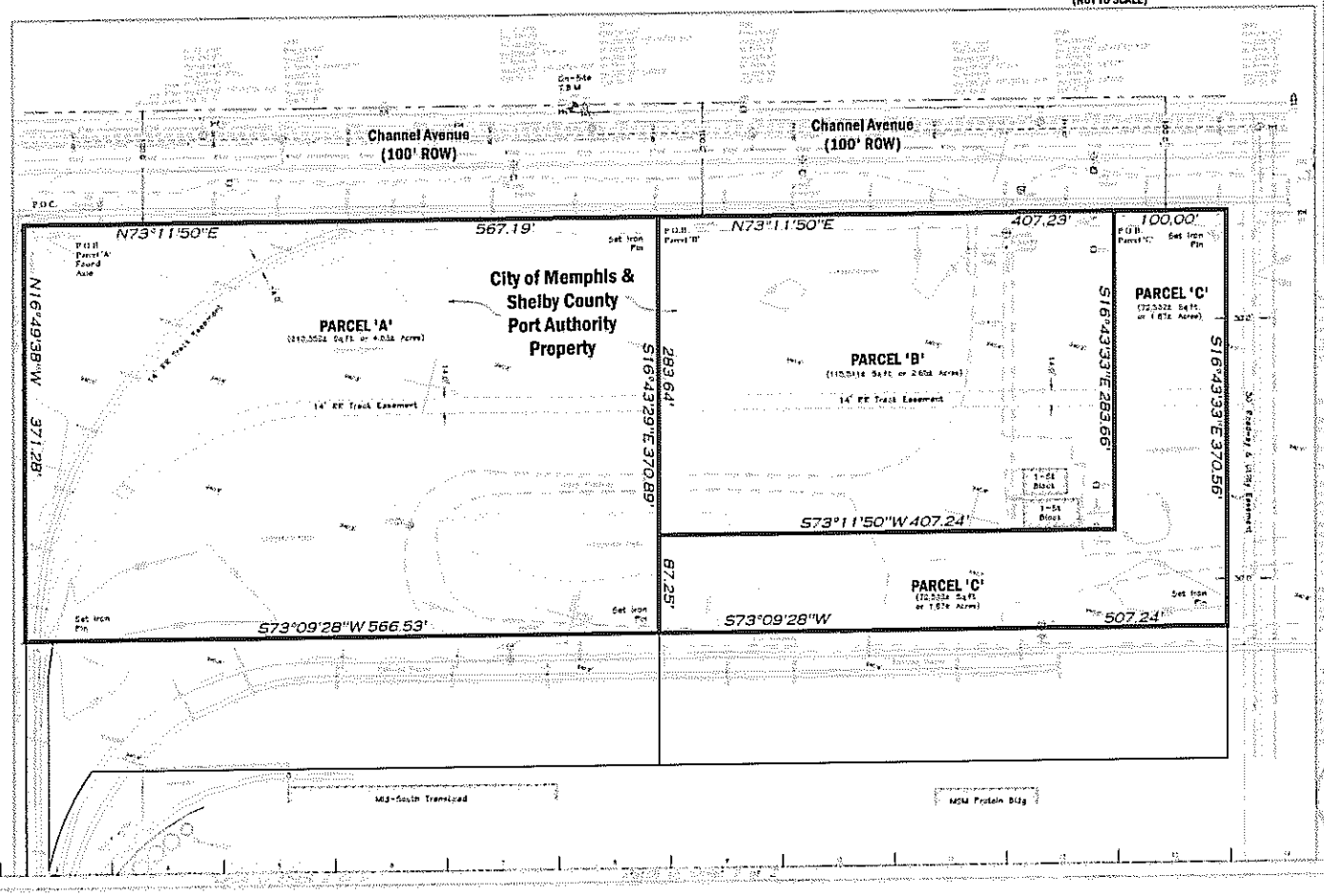
SYMBOL & LINETYPE LEGEND

GENERAL NOTES

UTILITY DISCLAIMER

HORIZONTAL CONTROL

VERTICAL BENCHMARK



FLOOD HAZARD CERTIFICATION

GENERAL NOTES

CERTIFICATE OF SURVEY

GRAPHIC SCALE

(IN FEET)