

## Baseline Tariff

<b>Program:</b>	Oil	<b>Company Name:</b>	Razorback L.L.C.
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<b>F.E.R.C. No. 10.0.0</b>		
<b>RAZORBACK L.L.C.</b>		
Local Pipeline Tariff Containing THE RATES, RULES AND REGULATIONS Governing the Interstate Transportation by Pipeline of Product		
FROM:	TO:	RATE IN DOLLARS PER BARREL OF 42 UNITED STATES GALLONS:
<b>Interconnect between Razorback L.L.C. and the TransMontaigne Brownsville Terminal, Cameron County, Texas</b>	<b>United States/Mexico International Boundary (near Brownsville, Cameron County, Texas)</b>	<b>[N] \$1.05*</b>
*Note: See item 4 in rules – minimum shipment quantity is 10,000.		
Subject to the rules and regulations set forth in items 1 to 21 herein.		
The Provisions published herein will, if effective, not result in an effect on the quality of the human environment.		
Filed in compliance with 18 CFR 342.2(b)		
ISSUED: August 1, 2019		EFFECTIVE: September 1, 2019

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## **INDEX OF COMMODITIES**

Product, subject to the definitions and specifications set forth herein.

### **ITEM 1                      GENERAL APPLICATION OF TARIFF**

Carrier will transport Product, only as defined herein, by pipeline from the Origin Point to the Destination Point named herein, only as provided in these rules and regulations.

### **ITEM 2                      DEFINITIONS**

“Agreement” means the Volume Incentive Rate transportation agreement between Carrier and Shipper providing for Shipper to ship or pay for a Minimum Daily Volume.

“Agreement Term” means the term of the Agreement.

“Barrel” means forty-two (42) United States gallons at sixty degrees Fahrenheit (60°) determined as prescribed in item 8 (measurement).

“Carrier” means and refers to Razorback L.L.C.

“Consignee” means the party to whom custody is to be given at the instruction of a Shipper when Product is delivered out of Carrier’s system.

“Consignor” means the party which Tenders Product to Carrier for transportation on behalf of Shipper.

“Contract Quarter” means each three-calendar month period during the Agreement Term, commencing on the In-Service Date.

“Credit Period” means the seven (7) subsequent consecutive Contract Quarters following the Contract Quarter giving rise to a Quarterly Deficiency Payment.

“Delivery” means the transfer of Product from Carrier at the Destination Point to Shipper or Consignee.

“Destination Point” means the United States/Mexico International Boundary near Brownsville, Cameron County, Texas.

“Diesel” means a combustible petroleum distillate used as fuel for diesel engines, as specifically defined in item 5.

“Dollar” means the lawful currency of the United States of America.

“Excused Payment Condition” as set forth in an Agreement and in item 21, means (a) an event or events of Force Majeure by reason of which Shipper is unable to receive Product from Carrier’s system or Carrier is unable to transport Product; or (b) proration of pipeline capacity that prevents Shipper from shipping the Minimum Daily Volume; or (c) Carrier’s inability, in whole or in part, to receive or to transport Product; provided, however, that Carrier’s refusal to receive Product shall not be an Excused Payment Condition where Carrier’s refusal is due to the failure of the Product to meet the required

specifications for Product under the terms and conditions of this tariff, except to the extent that Carrier or one of its affiliates has caused or contributed to the failure to meet such requirements.

“Gasoline” means a combustible petroleum fuel used for internal combustion engines, as specifically defined in item 5.

“In-Service Date” means the date for the commencement of transportation service by Carrier under an Agreement.

“Minimum Daily Volume” means the minimum average daily volume of Product a Shipper commits to ship over Carrier’s system under an Agreement, which shall be not less than 15,000 Barrels per day per Contract Quarter.

“Nomination” means any offer by a Shipper of a stated quantity of Product for transportation from the Origin Point to the Destination Point in accordance with the rules and regulations of this tariff.

“Origin Point” means the interconnection between the TransMontaigne Brownsville, Texas terminal and Carrier’s system where Product may be accepted for transportation.

“Prepaid Transportation” means the Quarterly Deficiency Payments paid by Shipper pursuant to an Agreement.

“Product” means collectively, Gasoline and Diesel.

“psig” means pounds per square inch, gauge.

“Quarterly Deficiency” means, for any Contract Quarter, the amount of any shortfall, measured in Barrels, between the Quarterly Volume Commitment for such Contract Quarter and the total volume of Product actually Tendered by Shipper during such Contract Quarter.

“Quarterly Deficiency Payment” means, in respect of any Contract Quarter in which a Quarterly Deficiency Exists, the Dollar amount equal to the difference between (i) the amount that Shipper would have been obligated to pay under the Volume Incentive Rate(s) in effect during the Contract Quarter had it actually Tendered the Minimum Daily Volume on each day during the Contract Quarter, minus (ii) the amounts incurred by Shipper under the Volume Incentive Rate(s) for the volumes of Product Tendered by Shipper during such Contract Quarter.

“Quarterly Surplus” means, for any Contract Quarter, the amount of any surplus, measured in Barrels, between the volume of Product actually Tendered by Shipper during such Contract Quarter to the Origin Point for transportation on the Carrier’s system for Delivery to the Destination Point and the Quarterly Volume Commitment for such Contract Quarter.

“Quarterly Surplus Revenue” means, in respect of any Contract Quarter in which a Quarterly Surplus exists, the Dollar amount equal to the difference between (i) the amounts incurred by Shipper under the Volume Incentive Rate(s) for the volumes of Product Tendered by Shipper during such Contract Quarter, minus (ii) the amount that Shipper would have been obligated to pay under the Volume Incentive Rate(s) in effect during the Contract Quarter had it actually Tendered the Minimum Daily Volume on each day during the Contract Quarter..

“Quarterly Volume Commitment” means the product of Shipper’s Minimum Daily Volume under the Agreement times the number of days in a Contract Quarter.

“Receipt” means the transfer of Product from Shipper or Consignor to Carrier, at the Origin Point.

“Shipper” means any party that uses Carrier’s system for the transportation of Product subject to and in accordance with this tariff, any Agreement, and the applicable rates set forth in this tariff.

“Tender” means the physical delivery of Product to Carrier for transportation from the Origin Point to the Destination Point.

“Volume Incentive Rates” means the tiered rates set forth in item 21 applicable to the transportation of Product for a Shipper who has entered into an Agreement to ship or pay for a Minimum Daily Volume of Product.

### ITEM 3 SCHEDULING OF SHIPMENTS

Each Shipper desiring to ship Product shall furnish Carrier a written Nomination by the 15<sup>th</sup> day of the month prior to the calendar month for which Shipper desires transportation.

The Nomination shall specify the volume, Origin Point and Destination Point of the Product to be transported by Carrier. If Shipper does not furnish such Nomination, Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to items contained herein, at such time and in such quantity as scheduled by Carrier.

Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors.

### ITEM 4 TENDER QUANTITIES

Product will be accepted by Carrier for transportation in quantities not less than 10,000 Barrels for Products meeting the specifications described in item 5 herein at the Origin Point.

### ITEM 5 VOLUME INCENTIVE RATES

Origin Point	Destination Point	Volume Transported (Barrels/Day)	Tiered Rate (cents per Barrel)*
Interconnect between Razorback L.L.C. and the TransMontaigne Brownsville Terminal, Cameron County, Texas	United States/Mexico International Boundary	First 5,000	[N] 88.0
		the next 5,000	[N] 84.0
		the next 5,000	[N] 73.0
		the next 5,000	[N] 63.0
		Above 20,000	[N] 53.0

\* Each tier is separately charged, such that the rate for the first 5,000 Barrels transported per day is 88.0 cents per Barrel; the rate for the next 5,000 Barrels transported per day is 84.0 cents per Barrel; the rate for the next 5,000 Barrels transported per day is 73.0 cents per Barrel; the rate for the next 5,000 Barrels transported per day is 63.0 cents per Barrel; and the rate for any Barrels over 20,000 transported per day is 53.0 cents per Barrel.

## TERMS AND CONDITIONS

- a. Rates, terms and conditions set forth in this item, supplements to and successive issues thereof will apply to the shipments of any Shipper entering into an Agreement with Carrier with an Agreement Term not less than seven (7) years during which Shipper agrees to pay the Quarterly Deficiency Payment if it Tenders a volume of Product that is less than the product of (i) the Minimum Daily Volume of Product multiplied by (ii) the number of calendar days in a Contract Quarter for Delivery by Carrier through Carrier's system, from the Origin Point to the Destination Point at the Volume Incentive Rates contained in this item 21, during the Agreement Term, subject to the following terms and conditions: At the conclusion of each Contract Quarter, an accounting will be made of the total quantities of Product that Shipper has shipped or caused to be shipped on Carrier's system during such Contract Quarter. If, at the end of any Contract Quarter, there is a Quarterly Deficiency, within fifteen (15) days after the receipt of an invoice from Carrier for the amount of the Quarterly Deficiency Payment, Shipper shall pay such invoiced amount.

Quarterly Deficiency Payments paid by Shipper shall be credited to Shipper and classified as prepaid transportation ("**Prepaid Transportation**"). Such credits to Shipper shall be applied, on a dollar-for-dollar basis, against the Shipper's payment obligations for its shipments of Product volumes during the seven (7) subsequent consecutive Contract Quarters following the Contract Quarter giving rise to the applicable Quarterly Deficiency Payment (the "**Credit Period**") at the then-current Volume Incentive Rates applicable to Shipper's Minimum Daily Volume. Shipper must first meet or exceed the Quarterly Volume Commitment during each subsequent Contract Quarter for which a credit is to be applied in the Credit Period before any Prepaid Transportation may be applied against the transportation charges at the then-current Volume Incentive Rates for quantities in excess of the Quarterly Volume Commitment.

It is expressly provided that Prepaid Transportation credited to Shipper during one Credit Period may only be applied against Shipper's payment obligations for shipment of Product on Carrier's system during that same Credit Period. Any balance of Prepaid Transportation not applied in accordance with the foregoing or not so applied prior to the expiration of the Agreement Term, will become the sole property of Carrier immediately upon the expiration of such recoupment period.

In the event there is a Quarterly Surplus, Shipper may apply Quarterly Surplus Revenue on a dollar-for-dollar basis against any future Quarterly Deficiency Payments. It is expressly provided that any Quarterly Surplus Revenue may only be applied against Shipper's Quarterly Deficiency Payments for shipment of Product on Carrier's system during the seven (7) consecutive Contract Quarters following the Contract Quarter giving rise to the applicable Quarterly Surplus Revenue. Any balance of Quarterly Surplus Revenue not applied in accordance with the foregoing or not so applied prior to the expiration of the Agreement Term, will become the sole property of Carrier immediately upon the expiration of such recoupment period.

- b. The Quarterly Volume Commitment for any Contract Quarter shall be reduced by any volume of Product which Shipper had duly nominated from the Origin Point (up to 125% of the Quarterly Volume Commitment calculated on daily basis) but was prevented from shipping by an Excused Payment Condition.

- c. The Volume Incentive Rates set forth herein are subject to escalation on July 1 of each year during the term of an Agreement based on the indexing procedures set forth in 18 C.F.R. 342.3(d) or any successor regulation established by the Federal Energy Regulatory Commission; provided, however, that in the event that application of the indexing procedures would result in a decreased rate, the Volume Incentive Rate for the previous index year shall continue in effect and shall not be reduced.

## ITEM 6 PRODUCT ACCEPTANCE SPECIFICATIONS

Shipper is responsible for ensuring that Product tendered for transportation shall meet all requirements for shipment in pipelines under applicable laws, including those for connecting pipelines in the United States and in Mexico, as well as the following specifications and any additional specifications that may be promulgated by Carrier from time to time and set forth in this tariff:

### Diesel:

COMPONENTS/PROPERTIES	CONTENT/SPECIFICATIONS		ASTM METHOD
	MINIMUM	MAXIMUM	
Specific Gravity 20/4 °C	Inform		D4052, D1298
Distillation boiling temperature (°C)			
Initial boiling temperature	Inform		
10% volume (°C)		275	D86, D7344, D7345
50% volume (°C)		Inform	D86, D7344, D7345
90% volume (°C)		345	D86, D7344, D7345
Final boiling temperature	Inform		D86, D7344, D7345
Flash Point (°C)	45		D93, D7094, D3828
Pour Point (°C)		0 (Mar. to Oct.)	D97
Pour Point (°C)		-5 (Nov. to Feb.)	D97
Cloud Point (°C)	Inform		D2500
Cetane Index, or Cetane Number (note 6)	45		D976, D4737, D613
Sulfur content (ppm)		15	D5453, D2622, D7039, D7220
Copper corrosion, 3 hours at 50 °C		Standard No. 1	D130
Carbon residue (on 10% residue) (% mass)		.25	D524
Water & Sediment (% vol.)		.05	D2709
Kinematic viscosity at 40°C (mm <sup>2</sup> /s)	1.9	4.1	D445
Ash content (% mass)		.01	D482
Color		2.5	D1500
Aromatics content (% vol.)		35	D1319, D5186
Lubricity, wear scar (microns)		520	D6079, D7688
Electrical conductivity (pS/m)	25		D2624, D4308

**Gasoline (Regular ROC):**

COMPONENTS/PROPERTIES	CONTENT/SPECIFICATIONS		ASTM METHOD
	MINIMUM	MAXIMUM	
Volatility Class	<b>B-2, C-3</b>	<b>B-2, C-3</b>	D4953, D5191, D5482, D6378
Vapor pressure (kPa)		<b>B-2:</b> 69 <b>C-3:</b> 79	
Vapor pressure (psi)		<b>B-2:</b> 10 <b>C-3:</b> 11.5	
Distillation boiling temperature			
10% volume (°C)		<b>B-2:</b> 65 <b>C-3:</b> 60	D86
50% volume (°C)	<b>B-2:</b> 77 <b>C-3:</b> 77	<b>B-2:</b> 118 <b>C-3:</b> 116	D86
90% volume (°C)		<b>B-2:</b> 190 <b>C-3:</b> 185	D86
Final boiling temperature (°C)		<b>B-2:</b> 225 <b>C-3:</b> 225	D86
Distillation Residue (% vol.)		<b>B-2:</b> 2 <b>C-3:</b> 2	
Vapor lock protection, temperature at V:L=20 (°C)	<b>B-2:</b> 50 <b>C-3:</b> 47		
Specific Gravity 20/4 °C	Inform		D4052
Mercaptan Sulfur (mg/kg)		20	D3227
One of the following requirements must be met:			
Copper corrosion, 3 hours at 50 °C		Standard No. 1 Standard No. 1 0.05 (5) 0.7 (70)	D130
Silver corrosion			D7667, D7671
Washed Gums (mg/100mL)			D381
Unwashed Gums (mg/100mL)			D381
Induction Period (Minutes)	240		D525
Research Octane Number (RON)	Inform		D2699
Motor Octane Number (MON)	82		D2700
Octane Index (RON+MON)/2	87		D2699, D2700
Aromatics (% vol)		Inform	D1319
Olefins (% vol)		Inform	D1319
Benzene (% vol)		2	D3606, D5580, D6277
Sulfur (mg/kg)		30 avg. 80 max.	D5453, D2622, D7039, D7220
Oxygen (% mass) (note 7)		2.7	D4815, D5845
BTX (% vol)		Inform	D5580



**Gasoline (Regular ZMM):**

COMPONENTS/PROPERTIES	CONTENT/SPECIFICATIONS		ASTM METHOD
	MINIMUM	MAXIMUM	
Volatility Class	<b>B-2, C-3</b>	<b>B-2, C-3</b>	D4953, D5191, D5482, D6378 D4953, D5191, D5482, D6378 D86 D86 D86 D86 D86 D86 D4052 D3227
Vapor pressure (kPa)		<b>B-2:</b> 69 <b>C-3:</b> 79	
Vapor pressure (psi)		<b>B-2:</b> 10 <b>C-3:</b> 11.5	
Distillation boiling temperature			
10% volume (°C)		<b>B-2:</b> 65 <b>C-3:</b> 60	
50% volume (°C)	<b>B-2:</b> 77 <b>C-3:</b> 77	<b>B-2:</b> 118 <b>C-3:</b> 116	
90% volume (°C)		<b>B-2:</b> 190 <b>C-3:</b> 185	
Final boiling temperature (°C)		<b>B-2:</b> 225 <b>C-3:</b> 225	
Distillation Residue (% vol.)		<b>B-2:</b> 2 <b>C-3:</b> 2	
Vapor lock protection, temperature at V:L=20 (°C)	<b>B-2:</b> 50 <b>C-3:</b> 47		
Specific Gravity 20/4 °C	Inform		D4052
Mercaptan Sulfur (mg/kg)		20	D3227
One of the following requirements must be met:			
Copper corrosion, 3 hours at 50 °C		Standard No. 1 Standard No. 1 0.05 (5) 0.7 (70) D525 D2699 D2700	D130
Silver corrosion			D7667, D7671
Washed Gums (mg/100mL)			D381
Unwashed Gums (mg/100mL)			D381
Induction Period (Minutes)	240		D525
Research Octane Number (RON)	Inform		D2699
Motor Octane Number (MON)	82		D2700
Octane Index (RON+MON)/2	87		D2699, D2700
Aromatics (% vol) (note 8)		32	D1319
Olefins (% vol) (note 9)		11.9	D1319
Benzene (% vol)		1	D3606, D5580, D6277
Sulfur (mg/kg)		30 avg. 80 max.	D5453, D2622, D7039, D7220
Oxygen (% mass) (note 7)	1	2.7	D4815, D5845

BTX (% vol)		Inform	D5580
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**Gasoline (Premium ROC):**

COMPONENTS/PROPERTIES	CONTENT/SPECIFICATIONS		ASTM METHOD
	MINIMUM	MAXIMUM	
Volatility Class	<b>B-2, C-3</b>	<b>B-2, C-3</b>	D4953, D5191, D5482, D6378
Vapor pressure (kPa)		<b>B-2:</b> 69 <b>C-3:</b> 79	
Vapor pressure (psi)		<b>B-2:</b> 10 <b>C-3:</b> 11.5	
Distillation boiling temperature			
10% volume (°C)		<b>B-2:</b> 65 <b>C-3:</b> 60	D86
50% volume (°C)	<b>B-2:</b> 77 <b>C-3:</b> 77	<b>B-2:</b> 118 <b>C-3:</b> 116	D86
90% volume (°C)		<b>B-2:</b> 190 <b>C-3:</b> 185	D86
Final boiling temperature (°C)		<b>B-2:</b> 225 <b>C-3:</b> 225	D86
Distillation Residue (% vol.)		<b>B-2:</b> 2 <b>C-3:</b> 2	
Vapor lock protection, temperature at V:L=20 (°C)	<b>B-2:</b> 50 <b>C-3:</b> 47		
Specific Gravity 20/4 °C	Inform		D4052
Mercaptan Sulfur (mg/kg)		20	D3227
One of the following requirements must be met:			
Copper corrosion, 3 hours at 50 °C		Standard No. 1	D130
Silver corrosion		Standard No. 1	D7667, D7671
Washed Gums (mg/100mL)		0.05 (5)	D381
Unwashed Gums (mg/100mL)		0.7 (70)	D381
Induction Period (Minutes)	240		D525
Research Octane Number (RON)	94		D2699
Motor Octane Number (MON)	Inform		D2700
Octane Index (RON+MON)/2	91		D2699, D2700
Aromatics (% vol) (note 8)		32	D1319
Olefins (% vol)		12.5	D1319
Benzene (% vol)		2	D3606, D5580, D6277
Sulfur (mg/kg)		30 avg. 80 max.	D5453, D2622, D7039, D7220
Oxygen (% mass) (note 7)		2.7	D4815, D5845
BTX (% vol)		Inform	D5580

**Gasoline (Premium ZMM):**

COMPONENTS/PROPERTIES	CONTENT/SPECIFICATIONS		ASTM METHOD
	MINIMUM	MAXIMUM	
Volatility Class	<b>B-2, C-3</b>	<b>B-2, C-3</b>	D4953, D5191, D5482, D6378 D4953, D5191, D5482, D6378 D86 D86 D86 D86 D86 D4052 D3227
Vapor pressure (kPa)		<b>B-2:</b> 69 <b>C-3:</b> 79	
Vapor pressure (psi)		<b>B-2:</b> 10 <b>C-3:</b> 11.5	
Distillation boiling temperature			
10% volume (°C)		<b>B-2:</b> 65 <b>C-3:</b> 60	
50% volume (°C)	<b>B-2:</b> 77 <b>C-3:</b> 77	<b>B-2:</b> 118 <b>C-3:</b> 116	
90% volume (°C)		<b>B-2:</b> 190 <b>C-3:</b> 185	
Final boiling temperature (°C)		<b>B-2:</b> 225 <b>C-3:</b> 225	
Distillation Residue (% vol.)		<b>B-2:</b> 2 <b>C-3:</b> 2	
Vapor lock protection, temperature at V:L=20 (°C)	<b>B-2:</b> 50 <b>C-3:</b> 47		
Specific Gravity 20/4 °C	Inform		D4052
Mercaptan Sulfur (mg/kg)		20	D3227
One of the following requirements must be met:			
Copper corrosion, 3 hours at 50 °C		Standard No. 1 Standard No. 1 0.05 (5) 0.7 (70)	D130
Silver corrosion			D7667, D7671
Washed Gums (mg/100mL)			D381
Unwashed Gums (mg/100mL)			D381
Induction Period (Minutes)	240		D525
Research Octane Number (RON)	94		D2699
Motor Octane Number (MON)	Inform		D2700
Octane Index (RON+MON)/2	91		D2699, D2700
Aromatics (% vol) (note 8)		32	D1319
Olefins (% vol) (note 9)		11.9	D1319
Benzene (% vol)		1	D3606, D5580, D6277
Sulfur (mg/kg)		30 avg. 80 max.	D5453, D2622, D7039, D7220
Oxygen (% mass) (note 7)	1	2.7	D4815, D5845
BTX (% vol)		Inform	D5580

**Notes:****ZMM:** Monterrey Metropolitan Zone

**ROC:** Rest of country

1. If a result is less than the limit of detection of the test method then the lowest result possible shall be reported.
2. If a result is greater than the minimum specification then the test shall be ended upon confirmation of compliance with the specification.
3. Product, before Tender, shall be free of suspended aqueous chemical solutions and solid matter in suspension. Consignor and Shipper warrant to Carrier that any Product Tendered to Carrier will conform with the specifications for such Product.
4. If, upon investigation, Carrier determines that a Consignor or Shipper has Tendered to Carrier's facilities Product that is not fungible with, or that has contaminated, the common fungible Product stream being transported, rendering all or a portion of the fungible Product stream undeliverable, Carrier reserves the right to treat or otherwise dispose of the contaminated Product in any reasonable commercial manner and at the Shipper's expense, upon at least five (5) days' prior written notice to Shipper.
5. Carrier reserves the right to refuse to accept any Product that does not meet the foregoing acceptance requirements; provided that any acceptance of any Product that does not meet the foregoing acceptance requirements does not otherwise relieve Shipper of its responsibilities pursuant to this Item 5.
6. In the case that Cetane Number is measured, it shall be performed on the un-additized fuel.
7. Gasoline Tendered may only include MTBE (methyl tert-butyl ether) as an oxygenate.
8. Starting January 1, 2020, the maximum Aromatics volume will be 25%.
9. Starting January 1, 2020, the maximum Olefins volume will be 10%.

**Volatility class specification by geographic region and season**

	<b>North</b>	<b>ZMM</b>
January	C-3	C-3
February	C-3	C-3
March	B-2	B-2
April	B-2	B-2
May	B-2	B-2
June	B-2	B-2
July	B-2	B-2
August	B-2	B-2
September	B-2	B-2
October	B-2	B-2
November	C-3	C-3
December	C-3	C-3

Carrier will not undertake to provide tankage for the Receipt of Product at the Origin Point or for the Delivery of Product at the Destination Point. Product will be accepted for transportation only from tankage provided by Shipper at the Origin Point for Delivery to Shipper or Consignee at the Destination Point.

#### ITEM 8 TESTING

Shipper will be required to furnish Carrier with a certificate from a licensed petroleum inspector setting forth the final tests showing the specifications of each shipment of Product to be transported in Carrier's pipeline. Carrier may sample and/or test any such shipment prior to acceptance or during Receipt, and in the event of a material variance between Shipper's certificate and Carrier's test, Carrier may request an independent laboratory (which laboratory shall be an internationally recognized laboratory agreed to by both Shipper and Carrier) to analyze the shipment. The cost of such independent laboratory analysis shall be shared equally between Shipper and Carrier.

#### ITEM 9 MEASUREMENT & VOLUME CORRECTIONS

No charge shall be made by Carrier for metering Product upon Receipt. All Product Tendered to Carrier for transportation at the Origin Point and delivered by Carrier at the Destination Point shall be gauged or metered by Carrier's representative at the Origin Point prior to, or at the time of Receipt, but Shipper at all times may be present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperatures to 60° F. Full deduction shall be made for all water and other impurities.

Carrier will adjust any overage or shortage of Product with Shippers to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, interface mixture, product measurements, theft and other physical losses not due to negligence of Carrier. The adjustments for losses or gains will be allocated monthly among the Shippers in the proportion that the total number of Barrels delivered out of the Carrier's system for each Shipper bears to the total number of Barrels delivered out of the Carrier's system for all Shippers.

#### ITEM 10 IDENTITY OF SHIPMENTS

Carrier will not maintain the identity of Product transported and will commingle Product received from the Origin Point into a common fungible stream. Product shall be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination and Carrier shall not be obligated to make Delivery of identical Product received for transportation. Carrier reserves the right at any time to substitute and deliver Product of the same character as the Product shipped.

#### ITEM 11 PRORATION OF PIPELINE CAPACITY

In the event Shippers' total requirements are greater than can be currently handled by Carrier, Carrier shall prorate available capacity so as to avoid discrimination among Shippers. The details of this procedure are set out in the following paragraphs.

##### Definitions

"Proration Month"	Is the calendar month for which space is being allocated.
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“Calculation Month”	Is the calendar month preceding the proration month for which space is being allocated.
“Base Period”	Is the 12 calendar month period just preceding the calculation month. Individual months within the Base Period are designated by Nos. 1 through 12, with “month 1” being the most recent Base Period month and “month 12” being the oldest Base Period month.
“New Shipper”	Any Shipper who is not a Regular Shipper.
“Regular Shipper”	Any Shipper who had a record of movements of Product(s) in any eight (8) of months 1 through 12.
“Base Shipments”	Are the average monthly movements over a line segment by a Regular Shipper during the Base Period. Base Shipments will be calculated by dividing the total movements by a Regular Shipper during the Base Period by 12.
“Forecast Volumes”	Is the total of all Nominations for a given calendar month. If it appears to a Carrier that it will be necessary to allocate pipeline space for an extended period of time, Carrier may request Shippers to furnish in writing monthly forecasts of volumes to be shipped during the forward 24-calendar months. Carrier will carefully examine all Nominations and forecasts using every means available to ensure that they are true and realistic and will challenge any Forecast Volumes, which appear to be inflated.

#### Proration procedure

When Forecast Volumes for any month exceed the capacity, space shall be allocated among Shippers by the following procedure:

- a. The Forecast Volumes for each Regular Shipper and each New Shipper shall be totaled and divided into the line capacity. The resultant fraction will be the “proration factor”.
- b. Each New Shipper shall be allocated space equal to its Nomination for each proration month, multiplied by the proration factor, or a prorated portion of such volume such that in each proration month, New Shippers are allocated a total volume equal to 10% of the total line capacity.
- c. The remaining capacity shall be allocated among Regular Shippers in proportion to their Base Shipments.
- d. In the event any Shipper(s) is (are) allocated more capacity than its (their) Nomination, the excess of its (their) allocation(s) over its (their) Nomination(s) will be reallocated among all other Shippers in proportion to their unsatisfied requirements (i.e. each Shipper’s Nomination minus initial allocation).

#### Proration penalty

To penalize inflation of Shippers' Nominations, a Shipper's space allocation for the next proration month will be reduced by the amount of allocated throughput not shipped in the preceding proration month, unless such failure to use allocated throughput is excused by force majeure. For this purpose "force majeure" means any of the following which directly affects facilities from which Product have been Tendered for transportation under this tariff during any eight (8) of Months 1 through 12 of the Base Period: Acts of God, storm, flood, extreme weather, fire explosions, acts of war, quarantine, authority of law, strikes, riots, or breakdown of machinery or equipment.

#### General

Space allocated to a Shipper may not be assigned to another Shipper. Upon request of Carrier, a responsible official of a Shipper's company may be required to give assurances to Carrier that this provision has not been violated. In the event such provision is violated, the allocated space for all Shippers involved in the violation shall be reduced by the same amount of the unauthorized space obtained: The reduction being effective for the remainder of the current month as well as for the next month of proration for which pipeline capacity has not yet been allocated. Carrier may reallocate the space so withdrawn.

#### ITEM 12 PAYMENT OF CARRIER CHARGES

The Shipper shall pay all applicable tariff rates for the transportation of Product and other lawful charges accruing on Product delivered to and accepted by Carrier for transportation by the due date stated in Carrier's invoice (see item 18), and if required by Carrier, shall prepay the same before delivery at the Origin Point. Carrier shall have a lien on all Product in its possession belonging to Shipper to secure the payment of any and all unpaid charges for transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper, and may withhold such Product from Delivery until all unpaid charges have been paid. Carrier reserves the right to set off any such charges against any monies owed to Shipper by Carrier or any Product of Shipper in Carrier's custody. If said charges remain unpaid ten (10) days after the due date therefore, Carrier shall have the right, through an agent, to sell such Product at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Product to be sold. At said sale Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of the sale, Carrier will pay itself the applicable tariff rates for the transportation of Product and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

#### ITEM 13 ACCEPTANCE FREE FROM LIENS AND CHARGES

When any Product Tendered for transportation is involved in litigation, a dispute over ownership or title, or encumbered by a lien or charge of any kind, the Shipper shall also advise Carrier in writing not less than five (5) business days before Tendering such Product for transportation. Carrier will refuse Receipt of any Product for transportation which is involved in litigation or in a dispute over ownership or title unless Shipper provides proof of Shipper's lawful right to ship such Product or provides satisfactory indemnity bond equal to the value of the Product.

#### ITEM 14 LIABILITY OF CARRIER

Carrier shall not be liable for any delay in Delivery of or any loss of Product caused by acts of God, storm, flood, extreme weather, fire, explosion, by acts of war, quarantine, authority of law, strikes, riots, by breakdown or accident to machinery or equipment, or by act of default of Shipper, Consignor,

Consignee, or resulting from any other cause reasonably beyond the control of the Carrier and not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In case of damage to or loss of Product while Carrier is in possession of such Product, then Carrier may apportion the cost of such damage or loss on a pro rata basis among all Shippers provided such damage or loss is not caused by the negligence or willful misconduct of Carrier. Each Shipper's share of such cost shall be determined by Carrier, based on the proportion of the volume of Shipper's Product in Carrier's possession on the date of such loss to the total volume of all Shippers' Product in the possession of Carrier on the date of such loss. Carrier will be obligated to deliver only that portion of Product remaining after deducting such loss. Transportation charges applicable to such loss shall be credited to Shipper.

#### ITEM 15 CLAIMS TIME FOR FILING

Notice of claims for delay, loss or damage must be made in writing to Carrier within nine (9) months after Delivery of the Product, or in the case of a failure to make Delivery, then within nine (9) months after the date upon which Carrier would have reasonably completed Delivery. Such written claim, as foresaid, shall be a condition precedent to any suit. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

#### ITEM 16 SCHEDULING OF DELIVERY

When Shippers request Delivery from the pipeline at the Destination Point of a volume of Product greater than can be immediately delivered, Carrier shall schedule Delivery. Carrier shall not be liable for any delay in Delivery resulting from such scheduling of Delivery.

#### ITEM 17 PIPEAGE AGREEMENT

Carrier may require separate agreements with this tariff and these regulations covering further details before any duty of transportation shall arise.

#### ITEM 18 APPLICATION OF RATES

The rates set forth in this tariff, in effect on the date Product is Tendered to Carrier for transportation, are applicable to all volumes transported under this tariff.

#### ITEM 19 INVOICES

Unless other arrangements have been required by Carrier, in advance, Shipper will be invoiced by the 10<sup>th</sup> day of the month following the month in which the transportation was completed, and payment will be due by wire transfer of immediately available funds on the 15<sup>th</sup> of the month following the month in which the transportation was completed.

For purposes of making such payments, a "Business Day" will be a day of the year on which banks are not required or authorized to be closed in New York City. Whenever any payment of Carrier's charges shall be due on a day that is not a Business Day, then payment shall be due on the next succeeding Business Day.

All amounts owed to Carrier which are not timely paid by Shipper shall bear interest from the date due at the composite Prime Rate as set forth in the Wall Street Journal "Money Rates" Column (or its successor)



("Prime Rate") as of that payment date for the applicable period of time. If Shipper disputes any portion of an invoice, Shipper shall promptly notify Carrier and give reasons, with reasonable detail, for the disputed matters. Carrier and Shipper shall then endeavor to resolve the disputed amount. Any payment due resulting from such dispute resolution shall be due within three (3) business days following the receipt by Shipper of an amended invoice relating to such resolution.

#### ITEM 20 ROUTING

The rates set forth herein apply via all routes of the Carrier except as otherwise specified.

#### ITEM 21 OWNERSHIP AND RETURN OF LINEFILL

Linefill shall be provided by Shippers and title to same shall remain with Shippers. Each month Carrier shall adjust the linefill so that each Shipper shall provide its pro rata amount of linefill based upon a ratio of the total Barrels shipped by the Shipper during the preceding month to the total Barrels transported by Carrier over the Pipeline system during the preceding month. If any Shipper shall cease to ship Product then upon written notice to Carrier, the Shipper's linefill shall be returned to Shipper as part of its last shipment of Product.

#### EXPLANATION OF LETTER DESIGNATIONS:

[C]	Cancel
[N]	New
[U]	Unchanged