

BUCKEYE PIPE LINE COMPANY, L.P.

RULES AND REGULATIONS TARIFF

Governing Handling and Transportation by Pipeline on the 2019 Expansion Capacity

From and To Points Named in Tariffs Making Reference Hereto

of

REFINED PETROLEUM PRODUCTS

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The provisions published herein, if effective, will not result in an effect on the quality of the human environment.

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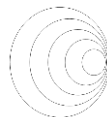


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GENERAL APPLICATION

Rules and regulations published herein apply only in connection with tariffs which make specific reference by F.E.R.C. number to this tariff; such reference will include supplements hereto and successive issues hereof.

Commodities as specified and defined herein will be transported through Carrier's facilities only as provided in this rules and regulations tariff, except that specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

ITEM NO. 5 – DEFINITIONS

2019 Expansion

Capacity..... Has the meaning provided in Item No. 90-A.

Annual Volume

Commitment Means a Committed Shipper's applicable Volume Commitment multiplied times the number of days in the applicable Contract Year. For all Commodities except liquefied petroleum gases, Barrel means 42 United States gallons at 60 degrees Fahrenheit and zero P.S.I.G. For liquefied petroleum gases, means 42 United States gallons at 60 degrees Fahrenheit and equilibrium vapor pressure.

Batch Means a quantity of one Commodity moved in a pipeline as an identifiable unit. A Batch shall be designated by the Shipper as Segregated or Fungible, as follows:

- (1) A "Segregated Batch" is a quantity of one Commodity meeting the specifications set forth in Item 15, for which the Shipper desires separate identity and segregation so as to deliver, as nearly as reasonably practicable, the identical Commodity received. Transportation of a Batch as a Segregated Batch is subject to the availability of tankage.
- (2) A "Fungible Batch" is a quantity of one Commodity which meets Carrier's established specifications and may be commingled with other Batches of Commodities meeting the same specifications for pipeline movement.

Carrier Means and refers to Buckeye Pipe Line Company, L.P. and other Carriers participating in joint tariffs as shown in tariffs making specific reference to this tariff publication.

Committed Rate(s) Means the rate or rates to be paid by a Committed Shipper for the transportation of the Committed Shipper's Volume Commitment and any Incremental Barrels, as that rate or those rates may be changed from time to time by Carrier in this tariff pursuant to the terms of the Committed Shipper's TSA.

Committed Shipper..... Has the meaning provided in Item No. 90-A.

Commodity Means and refers to refined petroleum products, intermediate petroleum products, liquefied petroleum gas, and aviation turbine fuel as specified and defined in Item 15 "Specifications of Commodities."

Consignee	Means the party or Delivery Tanker to whom a Shipper has ordered the delivery of Commodities to a Destination.
Contract Year	Means for a Committed Shipper, the period beginning on the Commencement Date or any anniversary thereof and ending three hundred sixty-five (365) days (three hundred sixty-six (366) days in the case of leap years) later.
Destination	Means the specific location on Carrier's system as designated in its tariff where Carrier delivers Commodities.
Nomination	Means a designation or electronic communication from a Shipper to Carrier of an approximate quantity of Commodities for transportation from a specified Origin(s) to a specified Destination(s) over a period of one calendar month.
Origin	Means the specific location on Carrier's system as designated in its tariff where Carrier accepts Commodities for shipment.
Shipper	Means the party who contracts with the Carrier for transportation under the terms of this tariff.
Supply Source	Means the connecting facility or Receipt Tanker from whom a Shipper has ordered delivery of Commodities to Carrier's receipt manifold at a specified Origin.
Tanker.....	Means the connecting facility where the Shippers Commodities are being originated from (Receipt Tanker) or delivered to (Delivery Tanker).
Tender	An offer by a Shipper to the Carrier of a stated quantity of Commodities for transportation from a specified Origin to a specified Destination or Destinations.
TSA	Means a transportation services agreement entered into between a Committed Shipper and Carrier during the 2016 Open Season for the transportation of Commodities on Carrier's System.
Volume Commitment	Means the daily volume commitment stated in Exhibit A to Shipper's TSA, defined by volume and product type and origin point.

ITEM NO. 10 – COMMODITIES AND SCHEDULING

- (A) Carrier will transport Commodities as specified and defined in Item 15 exclusively: no other materials qualify for transportation hereunder.
- (B) Subject to the Rules and Regulations contained herein, Commodities will be accepted for transportation at points of Origin at such times as Commodities of the same quality and specifications are currently being transported or Carrier is scheduling such Commodities for shipment from such Origins in accordance with Carrier's sequence of pumping. Carrier reserves the right to establish and alter pumping sequences and schedules to facilitate the efficient use and operation of its facilities. Carrier may decline to accept certain Commodities with specific product grade specifications based on the operating availability of pipeline facilities or when tankage constraints or other operating conditions do not permit the acceptance of said specific Commodity product grade.

ITEM NO. 15 - SPECIFICATION OF COMMODITIES

(A) General Specifications:

SPECIFICATION A - Refined Petroleum Products and Aviation Turbine Fuel

- (1) Refined Petroleum Products and Aviation Turbine Fuel shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 25 Degrees and not more than 80 Degrees; have a viscosity not more than 4.3 centistokes at 100 Degrees Fahrenheit; have a vapor pressure not more than 15 P.S. I. Reid; and have a color not darker than No. 3 A.S.T.M., except that distillates to which artificial coloring has been added will be accepted for transportation regardless of color after addition of dye. In addition, gasolines shall not have a Reid vapor pressure in excess of the "applicable standard" as determined by the United States Environmental Protection Agency or any more stringent state requirement from time to time in effect.

This specification includes the products of petroleum commonly known as gasoline, kerosene, aviation turbine fuel, fuel oil distillate and diesel fuel.

- (2) For gasoline tendered for transportation, Shipper must inform Carrier of the percentage by volume and kind of any blending components used which are not pure hydrocarbons. The use of methanol and ethanol as blending components is prohibited.
- (3) For Commodities tendered for transportation as a Fungible Batch, Carrier may require the Shipper to furnish certified laboratory reports showing the results of tests of the Commodities offered for transportation. Carrier may also make such tests of the Commodities as it deems desirable, but Carrier shall be under no obligation to make such test. In the event of variance between Carrier's test and Shipper's certificate, Carrier's test shall prevail.

- (B) Carrier shall have no obligation to accept Commodities for transportation if such Commodities contain water or other impurities.
- (C) Commodities shall be accepted for transportation only when such Commodities meet all the required Federal, state and local regulations and the Carrier's published Commodity Specifications as published in the Carrier's *Shipping Information Notebook*. A copy of the Commodity Specifications may be obtained from the Carrier by writing to: Buckeye Pipe Line Company, Supervisor of Measurement and Quality Control, Box 368, Emmaus, PA 18049-0368, or by calling 610-904-4000.
- (D) Carrier will require the Shipper to demonstrate that Commodities tendered for transportation meet required specifications as prescribed herein. Such demonstrations will include a data sheet showing key products specifications prior to Carrier's acceptance of Commodities, and a certification of analysis of product quality for each Commodity Batch tendered.

ITEM NO. 20 - ORIGIN AND DESTINATION FACILITIES

- (A) Shipper shall furnish necessary facilities at the Supply Source to deliver Commodities to Carrier's pump suction manifold at a pumping rate equal to Carrier's pipeline pumping rate at such Supply Source (or injection point if applicable) at a minimum pressure of 50 P.S.I.G., unless a lower pumping rate or pressure is designated.

Carrier may agree to accept Commodities at less than the full pipeline pumping rate provided space is available after all other Nominations have been scheduled and under such other terms as the Carrier may specify.

- (B) Shipper or Consignee shall furnish the necessary facilities at Destination capable of receiving Commodities promptly as they arrive at the full pipeline pumping rate and pressure, unless a lower pumping rate or pressure is designated by Carrier.

ITEM NO. 25 - QUANTITIES TENDERED AT ORIGINS

SPECIFICATION A - Refined Petroleum Products and Aviation Turbine Fuel

The minimum quantity of Commodities which will be accepted for transportation from a single Shipper from a single Supply Source for movement as a Segregated or Fungible Batch shall be 10,000 Barrels.

ITEM NO. 30 - MINIMUM DELIVERIES

The minimum quantity of Commodities which shall be delivered to any Destination shall be as follows:

SPECIFICATION A - 2,500 Barrels

ITEM NO. 35 - BUFFER MATERIAL

In order to protect the quality of Commodities in transit, the Carrier, as a condition of shipment, may require the Shipper to furnish buffer material in kind and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other Commodities commingled with it, into the facilities which shall be supplied by the Shipper or Consignee at Destination.

Carrier reserves the right to determine the quality and quantities of Commodities commingled and included in deliveries of buffer material to the Shipper or Consignee at Destination, and the Shipper shall pay charges on such buffer material in accordance with this tariff and/or of tariffs making reference hereto at the same rate as the Commodities transported.

ITEM NO. 40 - IDENTITY OF AND MIXING OF COMMODITIES

It is inherent in the operations of a petroleum pipeline that interface mixtures will occur between Batches of different Commodities. Carrier shall not be liable for variations in gravity or quality of Commodities occurring while in its custody resulting from any cause other than the negligence of the Carrier, and Carrier is under no obligation to deliver the identical Commodities received, but may deliver Commodities of substantially the same specifications. Normal commingling which occurs between Batches shall be divided as equitably as possible among the Shippers by the Carrier.

With respect to Segregated Batches, Carrier will, subject to the foregoing and to the extent permitted by Carrier's facilities, make delivery at Destination of substantially the identical Commodities received at Origin; provided, however, that because it is impractical to maintain absolute identity of each Batch of Commodities, Carrier is permitted to make reasonable substitution of Commodities having substantially the same specifications.

ITEM NO. 45 - GAUGING, METERING, TESTING AND DEDUCTIONS

- (A) Applicable only to Specification A and B Commodities as specified and defined in Item 15.

When received, Commodities will be gauged or metered and may be tested by a representative of the Carrier, and the Shipper or Consignee shall have the privilege of being present or represented at the gauging, metering and/or testing. Should Shipper or Consignee not avail themselves of the right to be present at the time or times of measuring and testing pursuant to the terms of this Item, then, and in that event, it shall be presumed that Carrier's records of quantities of Commodities received or delivered by Carrier are correct. If tank gauges are used, quantities will be computed from regularly compiled tank tables showing 100% of the full capacity of the tanks.

- (1) Commodities shall be received and delivered on the basis of volume corrected for temperature from observed degrees Fahrenheit to the basis of 60 Degrees Fahrenheit and pressure from observed values to zero P.S.I.G.
- (2) The net balance at 60 Degrees Fahrenheit will be the quantity deliverable by the Carrier, except as otherwise provided in Item 80.
- (B) Products losses due to evaporation, interface mixtures and other routine shrinkage factors are inherent in products pipeline operations. Carrier shall account for such product losses pursuant to Section 5 (Accounting Procedures) of Carrier's *Shipper Information Notebook*. A copy of Carrier's *Shipper Information Notebook* is available on Carrier's public website at: <http://www.buckeye.com/BuckeyeShipperInformation/ShipperInformationNotebook/tabid/125/Default.aspx>. Carrier will account to each Shipper for all Petroleum Products received and will settle with each Shipper for net products gains and losses from normal operations based on prevailing prices in the Carrier's areas of operations.
- (C) Full volume deductions will be made for all water in Commodities received or delivered as determined by recognized means.

ITEM NO. 50 - TRANSPORTATION CHARGES

- (A) Transportation charges will be assessed and collected on the basis of the number of Barrels actually delivered at Destination, subject to temperature and/or compressibility corrections and deductions as provided for in Item 45.
- (B) Transportation charges and other lawful charges accruing on Commodities accepted for transportation, based on the rates applicable from Origin to Destination to which Commodities are delivered, shall be paid by the Shipper on demand and prior to the release of Commodities from custody of the Carrier unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities. If required by the Carrier, charges shall be prepaid by the Shipper prior to acceptance of Commodities by the Carrier. No prior course of dealing between the parties shall constitute a waiver of Carrier's right to require payment on demand or prepayment of charges. Carrier shall have a lien and security interest to the fullest extent permitted by law on all Commodities currently in its possession to secure all current and past unpaid transportation and other lawful charges due from the Shipper and Carrier may withhold all or a portion of all Commodities currently in its possession from delivery until all charges have been paid. Carrier's rights under this Item are not exclusive but shall be in addition to any other rights or remedies available hereunder or under applicable law.
- (C) In the event that an invoice for transportation or other lawful charges is not paid to Carrier in full when due, the Shipper will pay to Carrier interest on the outstanding amount from original

invoice date until paid at an annual rate equal to the lower of four percent (4%) over the prime interest rate published by *The Wall Street Journal* as of the invoice date or the highest lawful rate permitted.

ITEM NO. 50-A – DEFICIENCY PAYMENTS

If a Committed Shipper fails to ship its Annual Volume Commitment in any Contract Year during the term of its TSA, the Committed Shipper will be responsible for paying all applicable deficiency payments calculated in accordance with the provisions of its TSA, subject to the potential for certain credits to be applied in the following Contract Year, as determined in accordance with the TSA.

ITEM NO. 55 - APPLICATION OF RATES

Commodities transported shall be subject to rates, rules and regulations governing the transportation of such Commodities which are in effect on the date such Commodities are received by the Carrier at their Origin regardless of the date of Tender.

ITEM NO. 60 - APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

- (A) Carrier will receive Commodities for transportation only from and to established Origins and Destinations.
- (B) Commodities received from an established Origin on Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to an Origin from which rates are published in said tariffs, through such unnamed Origin, will be assessed the rate in effect from the next more distant Origin, published in the tariff.
- (C) Commodities delivered to an established Destination on the Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to a Destination to which rates are published in said tariffs, through such unnamed Destination, will be assessed the rate in effect to the next more distant Destination published in the tariff.

ITEM NO. 65 - DIVERSION OR RECONSIGNMENT

Diversion or reconsignment of Destination may be made if requested by the Shipper prior to delivery at original Destination, subject to the rate, rules and regulations applicable from point of Origin to point of final Destination, except that no backhaul movement will be made.

ITEM NO. 70 - SEPARATE PIPELINE AGREEMENTS

Separate agreements in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff may be required of any Shipper or Consignee before any obligation to provide transportation shall arise.

ITEM NO. 75 - TITLE

Unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities, Carrier shall have no obligation to accept any Commodity which is in litigation, or as to which a dispute of title may

exist or which may be subject to any lien or other encumbrance. Tenders submitted by Shipper shall be considered as a warranty of title and absence of encumbrance, and Carrier shall have no obligation to make inquiry with respect thereto. No acceptance of such Commodities by Carrier shall constitute a waiver or subordination of Carrier's lien under Item 50 or any other rights hereunder.

ITEM NO. 80 - LIABILITY OF CARRIER

While in the possession of any Commodity herein described, Carrier shall not be liable for any loss, damage or delay caused by an act of God, public enemy, accident, government regulation, strikes or other labor dispute, riots, fire, floods, or act or default of Shipper or Consignee, or from any other cause outside of the reasonable control of the Carrier whether similar or dissimilar to the causes herein enumerated. In such cases, the Shipper shall bear the loss in the same proportion as the amount accepted for transportation and actually in the Carrier's custody bears to the whole of the property of all Shippers in the Carrier's custody at the time of such loss and shall be entitled to receive only such portion of its shipment as is left after deducting its due proportion of the loss. Statements of quantities ascertained and computed from the records in the usual manner by the Carrier shall be accepted as prima facie correct in the distribution of such losses under this Item.

Carrier shall not be liable for discoloration, commingling, contamination, or deterioration of Commodities transported unless same is caused by the negligence of Carrier. Carrier's liability to Shipper or Consignee for any claim of negligence or other loss shall be limited to the value of the Commodities transported and related transportation charges. In no event shall Carrier be liable for any indirect, special, incidental or consequential damages, lost profit or other economic loss.

ITEM NO. 85 - CLAIMS, SUITS, TIME FOR FILING

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine months after delivery of the Commodities or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed, and suit shall be instituted against Carrier only within two years and one day from the day that notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed with Carrier or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable thereon.

ITEM NO. 90 - PRORATION OF PIPE LINE CAPACITY

(A) Application

This proration rule will be applied separately to each line segment or facility when, during any period, the total volume of Commodities nominated for shipment through any segment or facility of the Carrier's pipelines is in excess of the capacity of said segment or facility; except that the proration rule set forth in Item No. 90-A will be applied to the capacity of Carrier's System created by the 2019 Expansion Capacity. Pursuant to a Capacity Use Agreement, Buckeye Pipe Line Company, L.P. utilizes capacity on the Laurel Pipe Line Company, L.P. pipeline system to provide refined petroleum product transportation services. Until December 31, 2026, outside of force majeure circumstances that impact Laurel Pipe Line Company, L.P.'s ability to provide such capacity, the available, physical capacity of east-to-west transportation on Laurel Pipe Line Company L.P.'s system between Coraopolis and Duncansville, Pennsylvania (this segment also being known as "Line 718" or "L718") will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times ten days in a cycle), unless that obligation is terminated or modified earlier in accordance with the terms of the Settlement Agreement in PUC

Docket No. C-2018-3003365 and FERC Nos. IS19-277-000, IS19-277-001, IS19-278-000 and IS19-278-001.

(B) Definitions

For the purposes of this Item, the following terms are defined as:

Allocation means the pipeline capacity, expressed either in average barrels per day or total barrels, which Buckeye apportions to a given Shipper during the period of proration.

Base Period means that period within which actual deliveries made for the account of a Shipper to terminals, connecting carriers and refineries at particular locations moved through the line segment or facility being prorated are taken into account for purposes of prorating pipeline capacity. It will consist of a continuous moving base of 12 consecutive calendar months beginning 14 months prior to the period of proration and ending 2 months preceding the period of proration. Such base period may include intervals when no proration is in effect.

Binding Nomination means the final Nomination tendered by a Shipper for a prorated line segment or facility after being advised that said line segment or facility is over nominated and subject to proration.

New Shipper means (1) a Shipper which does not qualify as a Regular Shipper but does satisfy the shipping requirements of Buckeye's Rules and Regulations Tariff. At the end of 14 consecutive calendar months from the beginning of the first month in which a New Shipper begins using any segment or facility of the Carrier's pipeline system (whether prorated or not), it will become a Regular Shipper and the actual volumes delivered for its account over the pipeline segment or facility being prorated will become the basis for pipeline capacity allocation in the same manner as for other Regular Shippers.

Or (2) a Shipper who has not shipped any volumes in the prorated segment or facility during any non-prorated month during the base period

Regular Shipper means a Shipper which: (1) has used the pipeline segment subject to allocation during at least one month of the base period, and (2) does not meet the definition of "New Shipper", and (3) has volumes nominated for its account on the prorated segment or facility during the period of proration. If a Shipper, that would otherwise be classified as a New Shipper, has a volume history in the prorated segment or facility such that calculating Shippers Allocation classifying the Shipper as a Regular Shipper results in a larger allocation than if that Shipper were classified as a New Shipper, said Shipper will be classified as a Regular Shipper.

(C) Use of Standard Base

Where appropriate, Carrier will, at its option, convert Commodities of differing flow rate characteristics to a standard base.

(D) Allocations for Regular Shippers

Carrier may, without liability, allocate available pipeline capacity for any period in which Nominations exceed available capacity in accordance with the following procedures, proceeding to each succeeding step only if the Nominations continue to exceed available pipeline capacity.

- (1) Nominations not submitted using the Carrier's electronic commerce and communications system or submitted after the deadline established in Item 100 will be rejected, unless the Carrier has specifically instructed the Shipper to submit Nominations by another means or by a later date.
- (2) When, it is determined that insufficient capacity is available to accommodate all valid timely, and properly submitted Nominations, Carrier will notify via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a Nomination for the affected line segment or facility. Each affected Shipper will then have a period of two business days to reduce its Nomination. In the event that the Carrier has determined that more than one line segment or facility of the same pipeline system will be prorated, affected shippers may resubmit or adjust nominations on all of the prorated segments on the same pipeline system so long as the shippers total adjusted nominated volumes on all of the affected segments do not exceed the original total nominated volumes on all of the affected segments. Each affected Shipper may adjust its Nomination using the Carrier's electronic commerce and communications system (unless otherwise instructed by the Carrier) to edit or change its Nominations during this period. At 12:01am on the third business day following the day notification was made to Shippers, this adjusted Nomination shall be considered a Binding Nomination, or if a Shipper does not change or submit a reduced Nomination, then its initial Nomination shall be considered its Binding Nomination.
- (3) If Nominations continue to exceed available capacity, Carrier will review all receiving and delivery facilities to determine if any are incapable of injecting or receiving at Carrier's existing flow rates or throughput rates, and if there are such restricted facilities, Shippers using them will be subject to reduction of up to 100 percent of the quantity nominated from or to the restricted facility, as necessary to equate total Nominations to available pipeline capacity. If more than one receipt or delivery facility is restricted from injecting into or receiving from Carrier at less than Carrier's existing flow rates or throughput rates, Nominations from or to such facilities will be allocated in order of their actual capability, with the facility able to inject or receive at higher rates taking priority over those capable of lesser rates. Nominations from or to facilities that can inject or receive at carrier's existing flow rates or throughput rates, or greater will all be given equal priority. Carrier reserves right to adjust allocations at restricted facilities in order to maximize total available pipeline capacity and throughput. Shippers will be notified of the proration of Nominations made from or to the restricted facility and will be permitted to re-nominate those volumes to another unrestricted facility prior to further allocation.
- (4) If Nominations continue to exceed available pipeline capacity, the percentage of pipeline capacity to be allocated to each Regular Shipper will be calculated by using data from the applicable base period and dividing the shipments made for the account of each Regular Shipper by the total shipments made for all Shippers during the base period. The resulting percentages will then be applied to the line segment or facility capacity to determine capacity allocation for each Regular Shipper. Each Regular Shipper will receive the lesser of its actual Nominations and its allocation resulting from the above calculation. In the event any Shipper(s) is (are) allocated more capacity than its (their) nominated requirements, the excess of its (their) allocation(s) over its (their) Nominations will be reallocated among all other Shippers in proportion to their unsatisfied requirements (i.e., each Shipper's Nominations minus initial allocation).

Allocations for Regular Shippers will be subject to reduction if required to accommodate New Shippers.

(E) Allocations for New Shippers

Unless more capacity is required for Regular Shippers in Section (F), up to two and one-half percent (2.5%) of available capacity will be made to each new shipper subject to a total of ten percent (10%) of available capacity for all new Shippers. Commodities nominated by a New Shipper during periods of proration not caused by unusual market conditions will be allocated pipeline capacity as follows:

If less than four (4) new shippers have submitted nominations for the affected facility or segment, each shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or their nominated volume. In the event that more than the four (4) new shippers have submitted nominations for the affected facility or segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper Proration factor. Each New Shipper will be allocated pipeline segment or facility capacity equal to the lesser of:

- (a) (2.5%) of available capacity,
- (b) its nominated volumes,
- (c) its nominated volumes multiplied by the initial New Shipper proration factor.

Any remaining pipeline segment or facility capacity will be allocated to Regular Shippers as set forth in Section (D). If there remains available pipeline capacity after New Shippers have been allocated capacity in accordance with the preceding paragraphs of this Section, and after Regular Shippers have received allocations equal to one-hundred per cent (100%) of their nominated volumes, the remaining available pipeline capacity shall be allocated to New Shippers using the same process as used for Regular Shippers in Section (D).

(F) Unusual Market Conditions

If the Carrier, in its sole discretion, should determine that Nominations exceed capacity as the results of unusual petroleum product market conditions that are expected to be of a temporary nature, capacity will be allocated as follows: Each Regular Shipper who has utilized the pipeline segment subject to allocation during each of the 12 months during the Base Period will be allocated capacity equal to their average actual deliveries during the Base Period. Any unsatisfied Nominations of the Shippers who have utilized the pipeline segment or facility subject to allocation during each of the 12 months during the Base Period, and the nominated volumes for other Regular Shipper(s) and any New Shipper(s) shall be allocated according to the procedures outlined in Sections (D) and (E).

(G) Penalties for Failure to Utilize Allocated Space

If a Shipper tenders a volume greater or equal to eighty-five percent (85%) of its Prorated Binding Nomination, then such a Shipper shall be invoiced based on its delivered volumes. If a Shipper tenders less than eighty-five percent (85%) of its Binding Nomination, then Shipper shall be invoiced for its delivered volumes for that period, plus a charge equal to:

[Eighty-five percent (85%) of Prorated Binding Nomination	less
The actual volumes delivered]	times
The applicable current tariff rate.	

Charge will be waived when deliveries were reduced at the request of the Carrier, or where Carrier operational problems prevented full receipt or delivery of barrels tendered by shipper.

(H) Allocation of Additional Capacity After Calculation and Notification of Prorated Binding Nominations

In the event that additional space or capacity become available on the prorated segment or facility due to the cancellation of nominations by another shipper, earlier than scheduled completion of maintenance, restoration, or repair work, or other such event, the Carrier may elect to offer that newly available or additional space to shippers. Carrier will notify each Shipper that has tendered a Nomination for the affected line segment or facility. Notification will be made via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier. This notification will advise shippers of the availability of the additional space and all pertinent details and conditions for tendering additional volumes to be shipped in the additional space. As part of the notification, Carrier will advise shippers of the means by which shippers should submit requests for use the additional space, and the deadline by which all such requests must be submitted to the Carrier. The deadline for submitting requests to the Carrier will not be less than twenty-four (24) hours after the notice or announcement concerning the availability of space is made.

Carrier will allocate additional space on a lottery basis, using an unbiased, random, and non-discriminatory method to select (an) individual shipper request(s) from the pool of all requests submitted by the announced deadline. Carrier will continue to randomly select shipper requests from the pool of remaining requests until all of the additional space is allocated. In the event that a selected request is for a volume amount greater than the (remaining) available space, Carrier will allocate only the available space.

Upon notification to a Shipper by the Carrier that additional space has been allocated, the Shipper will have twenty-four hours to accept the additional space allocation by notifying the Carrier of the Shippers intent to accept that space and submitting an Allocated Binding Nomination for the additional space. In the event that a Shipper that is allocated additional space under the provisions of this section and fails to accept or declines to use the additional space, Carrier will continue to use a random selection lottery basis to pick from the pool of remaining requests, until all of the additional space is allocated.

(I) General

In the event that calculation of a Shipper's allocated nomination results in a volume less than the required minimum batch size, Carrier will at its option either round up the Shipper's nomination to the required minimum batch size or waive the minimum batch size requirement.

As delineated above, pipeline or facility capacity is allocated among Regular Shippers based upon historical usage. Inflated Nominations do not result in increased capacity allocation. In no event will any portion of an allocation granted either to a Regular Shipper or New Shipper be used in such a manner that it will increase the allocation for any other Shipper beyond what it is entitled to under the proration policy.

Nominations must be made in accordance with published tariff provisions, rules and regulations.

ITEM NO. 90-A – PRORATION OF PIPE LINE CAPACITY—2019 EXPANSION CAPACITY

(A) When Carrier receives more Nominations in a month for transportation of Commodities on the capacity of Carrier's System created by the 2019 Expansion Capacity ("2019 Expansion Capacity") than Carrier is able to transport, Carrier shall allocate the capacity of such 2019 Expansion Capacity under the provisions of this Item No. 90. For the purposes of this Item 90-A, the following terms are defined as:

- i. "2016 Open Season" means the open season held by Carrier commencing on August 31,

2016 and terminating on October 14, 2016.

- ii. "2019 Expansion Capacity" means the approximately 40,000 barrels/day of incremental capacity from the origins of Woodhaven, Michigan, Detroit, Michigan, Toledo, Ohio, Findlay, Ohio, Lima, Ohio and Midland, Pennsylvania, to the destination of Eldorado, Pennsylvania, as a result of facilities installed and other work performed following the receipt by Carrier of shipper volume commitments in the 2016 Open Season.
 - iii. "Base Period" means the twelve (12) month period beginning fourteen (14) months prior to the Proration Month and excluding the two (2) months preceding the Proration Month. If the 2019 Expansion Capacity has been in operation less than twelve (14) months, then the Base Period shall be the number of months during which the 2019 Expansion Capacity has been in operation, excluding the two (2) months preceding the Proration Month.
 - iv. "Committed Shipper" means any Shipper that has an effective TSA with Carrier that was executed as part of the 2016 Open Season.
 - v. "Incremental Barrels" means any portion of a Committed Shipper's Nomination (or Tender) that either (i) exceeds the Committed Shipper's Monthly Volume Commitment, or (ii) for which the Committed Shipper is not allocated capacity under Item Nos. 90-A(C)(i) and 90-A(C)(ii).
 - vi. "Monthly Volume Commitment" means a Committed Shipper's Volume Commitment multiplied by the number of days in the applicable month.
 - vii. "New Shipper" means an Uncommitted Shipper that is not a Regular Shipper on the 2019 Expansion Capacity.
 - viii. "Non-Priority Capacity" means the 2019 Expansion Capacity that is available for allocation to Uncommitted Shippers each Proration Month following the allocation of capacity to Committed Shippers under this Item No. 90-A, which shall always equal at least ten percent (10%) of the operating capacity of the line segment in a Proration Month.
 - ix. "Proration Month" means the month for which capacity is to be allocated under Item No. 90-A.
 - x. "Regular Shipper" means an Uncommitted Shipper that has shipped Commodities on the 2019 Expansion Capacity during six (6) months of the Base Period.
 - xi. "Uncommitted Shipper" means any Shipper that is not a Committed Shipper.
- (B) Capacity on the 2019 Expansion Capacity will initially be allocated among Committed Shippers as a class and Uncommitted Shippers as a class; any remaining capacity will be allocated in accordance with the provisions of Item No. 90-A (E).
- (C) Allocation to Committed Shippers
- i. Except as provided in Paragraph 90-A (C)(iv), Carrier shall allocate each Committed Shipper on the 2019 Expansion Capacity an amount of capacity equal to the Committed Shipper's Monthly Volume Commitment, provided that the Committed Shipper's Nomination for the Proration Month corresponds to the Committed Shipper's Monthly Volume Commitment in all respects.
 - ii. If a Committed Shipper's Nomination for the Proration Month differs from its Monthly Volume Commitment, Carrier shall allocate capacity on the 2019 Expansion Capacity to

the Committed Shipper in the following manner:

1. If the Committed Shipper's Nomination corresponds to its Monthly Volume Commitment in all respects except that the Nomination is for a volume level that is less than Shipper's Monthly Volume Commitment level, the Committed Shipper shall be allocated an amount of capacity equal to its Nomination.
 2. If the Committed Shipper's Nomination differs from its Monthly Volume Commitment in any respect other than that specified in Paragraph 90-A(C)(ii)(1) above:
 - a. Carrier shall first allocate the Committed Shipper capacity equal to the portion of its Nomination that corresponds to its Monthly Volume Commitment;
 - b. Carrier shall then allocate the Committed Shipper capacity equal to its Nomination for volumes (without regard to product type or origin) up to aggregate total in its Monthly Volume Commitment ("Flexible Service Barrels"), provided that the operating conditions of Carrier's System permit the shipment of all of the Flexible Service Barrels Nominated by all Committed Shippers in the Proration Month. If Carrier determines, in its sole discretion, that the operating conditions of Carrier's System do not permit the shipment of all of the Flexible Service Barrels Nominated by all Committed Shippers in the Proration Month, Carrier shall instead allocate the available Committed Shipper Capacity among all of the Committed Shippers that submitted a Nomination for Flexible Service Barrels in the Proration Month, which such allocation being done on a pro rata basis according to the level of each Committed Shipper's Volume Commitment. For the purpose of providing clarity, the sum of the barrels allocated under Item Nos. 90-A C.2.a. and b. cannot exceed the sum of the Monthly Volume Commitments of all of the Committed Shippers.
 - c. Carrier shall then treat the remainder of the Committed Shipper's Nomination that differs from its Monthly Volume Commitment as a Nomination for Incremental Barrels.
 3. Carrier shall next allocate the Committed Shipper capacity equal to its Nomination for Incremental Barrels, provided that the allocation of Incremental Barrels to all Committed Shippers does not cause the Non-Priority Capacity on the 2019 Expansion Capacity to be reduced below ten percent (10%) of the capacity of the 2019 Expansion Capacity for the Proration Month. If Carrier determines, in its sole discretion, that would occur as a result of such an allocation, Carrier shall instead allocate the 2019 Expansion Capacity available on Carrier's System for the Proration Month among all Committed Shippers that submitted a Nomination for Incremental Barrels in the Proration Month, with such allocation being done on a pro rata basis according to the level of each Committed Shipper's Volume Commitment.
- iii. Any portion of a Committed Shipper's Nomination on the 2019 Expansion Capacity that the Committed Shipper is not allocated capacity for under this Item No. 90-A (C) shall be subject to allocation under the remaining provisions of this Item No. 90-A.
 - iv. If an event of Force Majeure or other operational issue causes the capacity of the 2019 Expansion Capacity to be reduced for the Proration Month, the allocation of capacity to each Committed Shipper under this Item No. 90-A (C) shall be reduced by the same percentage as the reduction in capacity to the 2019 Expansion Capacity that is caused by

the Force Majeure event or operational issue.

(D) Allocation of Capacity to Uncommitted Shippers.

i. Following the allocation of capacity set forth in Item No. 90-A (C), Carrier shall next allocate the Non-Priority Capacity on the 2019 Expansion Capacity among all Uncommitted Shippers in the following manner.

1. Each New Shipper shall be allocated an amount of capacity in the Proration Month that is equal to:

a. its Nomination, if the total volume Nominated by all New Shippers is less than or equal to ten percent (5%) of the Non-Priority Capacity; or

b. its pro rata share, in accordance with its Nomination, of fivepercent (5%) of the Non-Priority Capacity, if the total volume Nominated by all New Shippers is greater than five percent (5%) of the Non-Priority Capacity.

2. Following the allocation in Item No. 90-A (D)(i)(1), each Regular Shipper shall be allocated the lesser of (i) its Nomination, or (ii) a fraction of five percent (5%) of the Non-Priority Capacity, where the numerator of such fraction shall equal the number of Barrels shipped by the Regular Shipper on the System during the Base Period and the denominator of such fraction shall equal the total number of Barrels shipped by all Regular Shippers during the Base Period.

(E) Any remaining capacity on the 2019 Expansion Capacity that is not allocated through the application of Item Nos. 90-A(C) or 90-A(D) shall be allocated pro rata among all Committed Shippers having unmet Nominations according to the level of each Committed Shipper's Volume Commitment

(F) During periods when Carrier applies this Item No. 90-A:

i. The capacity allocated to a Shipper will be provided as a daily or monthly value, at Carrier's discretion, and will be calculated for the Proration Month; and

ii. Carrier will use its reasonable efforts to notify each Shipper of its allocation not later than the first working day of the Proration Month.

(G) If a Shipper does not use the capacity allocated to it under this Item No. 90-A at the times and in the amounts designated by Carrier, Carrier shall have the right to use Shipper's unused capacity to fulfill the unmet Nominations of other Shippers on Carrier's System.

(H) In the event that calculation of a Shipper's allocated nomination results in a volume less than the required minimum batch size, Carrier will at its option either round up Shipper's Nomination to the required minimum batch size or waive the minimum batch size requirement.

ITEM NO. 95 - CHARGE FOR SPILL COMPENSATION ACTS AND REGULATIONS

In addition to the transportation charges and all other charges accruing on Commodities accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, levy or other charge against the Carrier in connection with such Commodity, pursuant to any federal, state, or local law or regulation which imposes a tax, fee, levy or other charge, on the receipt, delivery, transfer or transportation of such Commodities for the purpose of creating a fund for the prevention, containment,

clean up and/or removal of spills, the reimbursement of persons sustaining loss therefrom or any other lawful purpose. Carrier shall be under no obligation to contest or protest on behalf of the Shipper or Consignee the legality of such tax, fee, levy or other charges.

ITEM NO. 100 - TIME FOR SUBMITTING NOMINATIONS

Carrier is under no obligation to accept a tender of Commodities for transportation for any month unless the Shipper submits a Nomination on or before the fifteenth calendar day of the preceding calendar month. Any new Nomination, or request to increase a Nomination for a given facility or line segment made after this deadline will be rejected by the Carrier in the event that nominations received prior to this deadline exceed facility or segment capacity.

In the event that a pipeline segment or facility is operating under allocations as established in Item 90 and/or Item 90-A, Carrier may at its option require Nominations for the prorated segment or facility to be submitted on or before the tenth calendar day of the preceding calendar month. Carrier will announce any such earlier deadline for Nomination submission by publishing notice of the change on the Carrier's electronic commerce and communications system at least 5 calendar days prior to the revised deadline.

A Nomination must indicate, for each Batch, The Shipper, Product, System, Receipt Location, Receipt Volume, receipt requested date, Delivery Location(s), Delivery Volume(s), and Delivery Tanker. Nominations must be submitted using the Carrier's electronic commerce and communications system (<https://transport4.com>) unless otherwise instructed by the Carrier.

ITEM NO. 105 - CONFIRMATION OF SUPPLY SOURCE

For all Commodities it is the responsibility of the Shipper to confirm the Supply Source (Receipt Tanker) a minimum of three working days prior to delivering the Commodity to Carrier's receipt manifold. Any Commodity that does not have a confirmed Supply Source will be removed from Nomination. It will be the Shipper's responsibility to renominate for a later date.

ITEM NO. 110 - WARRANTIES

Shipper warrants that all Commodities tendered to Carrier will conform with Carrier's specifications set forth in Item 15 for Segregated Batches or Carrier's established specifications for Fungible Batches, including applicable standards for gasoline Reid vapor pressure; are owned by the Shipper and are free from disputes as to title, liens, or other encumbrances as set forth in Item 75; will be merchantable; and will not be contaminated with water or other impurities. Shipper will be liable to and will indemnify Carrier, other Shippers and Consignees for damage, loss, liability, claim, cost or expense arising from a breach of this warranty. The transportation of the Commodity may be refused or cancelled if Carrier determines or is advised that the Commodity does not meet the requirements of Carrier's rules and regulations, but Carrier has no obligation to make such determination or to make inquiry with respect thereto.

Carrier does not make any warranties expressed or implied, including, but not limited to, fitness for a particular purpose and merchantability, concerning the quality of the Commodities delivered.

ITEM NO. 115 - DISPOSITION OF COMMODITIES ON FAILURE TO ACCEPT DELIVERY

(A) In the event Carrier has accepted Commodities for transportation in reliance upon Shipper's representations as to acceptance at Destination, and there is failure to promptly accept such

Commodities as scheduled at Destination, then and in such event Carrier shall have the right to divert, reassign, or make whatever arrangements for disposition of the Commodities it deems appropriate to clear its pipeline facilities.

(B) If the Shipper cannot accept the scheduled delivery and Shipper makes timely arrangements for delivery at another local or more distant destination point, Carrier will permit such diversion or reassignment consistent with the provisions of Item No. 65 of this tariff. Carrier will consider all such diversion or reassignment arrangements to be timely if notice of these alternate arrangements is received by the Carrier in sufficient time to avoid shutting down operation of the affected pipeline segment or facilities. If suitable diversion or reassignment arrangements are made by the Shipper but the Carrier is not notified in time sufficient to avoid a shutdown of the affected pipeline segment or facilities, then an assessment of **[U]** five thousand dollars (\$5,000.00) for each hour of lost operation or fraction thereof will be made on the Shipper.

(C) If the Shipper fails to make suitable arrangements for diversion or reassignment of the Commodities, and the Carrier has available intermediate or local storage facilities that will permit the Carrier to divert the Commodities, the Carrier will divert the Commodities to its own facilities and reschedule the delivery of the Commodities on the next cycle when like Commodities are being delivered by the Carrier. A Rescheduling and Diversion Charge of **[U]** One Thousand Dollars (\$1,000) will be imposed for each instance the Carrier is required to divert Commodities and reschedule delivery. In addition, a Storage Charge of **[U]** twenty-five cents (25.0¢) per barrel per week will apply to each diverted barrel held by the Carrier for each week or fraction thereof between the date the commodities were originally scheduled for delivery and the date the Commodities are finally delivered to the Shipper.

(D) If the Shipper fails to make suitable arrangements for diversion or reassignment of the Commodities, and the Carrier does not have available intermediate or local storage facilities that will permit the Carrier to promptly divert the Commodities, Carrier will seek the most expeditious means to divert or dispose of the Commodities. Such disposition includes the right to sell the Commodities at private or public sale. Carrier may be a purchaser at such public sale. From the proceeds of any such sale, Carrier may pay itself all transportation and other charges and expenses in caring for and maintaining the Commodities and the costs of sale, and the balance shall be held for whomsoever may be lawfully entitled thereto.

(E) In the event that physical limitations or any other factors prevent the Carrier from arranging for the prompt disposal of the Commodities and the Carrier is forced to shut down operation of the pipeline facilities, the Shipper will be assessed penalties and fees as follows:

(1) Shipper will be responsible for the prompt payment of any and all claims that may be brought against the Carrier from other Shippers or affected Parties as a result of the extended interruption of scheduled pipeline service.

(2) Shipper will also be responsible for the prompt payment of any and all costs incurred by the pipeline to provide alternative service to its other Shippers whose Commodities are blocked in the pipeline facilities by the shutdown. Such costs may include expenses for trucking said products and any related charges for loading and/or unloading the Commodities.

(3) Shipper will be assessed fees of **[U]** five thousand dollars (\$5,000.00) for each hour of lost operation or fraction thereof to compensate Carrier for revenues lost during the time the pipeline facilities were forced to shut down.

[N] ITEM NO. 140 – PENALTIES FOR LATE CHANGES IN NOMINATIONS

Unless otherwise noted, to reduce the schedule’s variability, a late change penalty will be assessed to any Shipper who, within three (3) business days prior to the scheduled lifting date, (1) changes any designated Origin Point or Tanker from the Origin Point or Tanker identified in Shipper’s Nomination, or first identifies the designated Origin Point or Tanker, or (2) changes the amount of Barrels of Petroleum Products for transportation from what is reflected in Shipper’s Nomination, or within three (3) business days prior to the scheduled delivery date, (1) changes any designated Destination Point or Tanker from the Destination Point or Tanker identified in Shipper’s Nomination, or (2) changes the amount of Barrels of Petroleum Products for transportation from what is reflected in Shipper’s Nomination. The applicable late change penalty will depend on the number of business days prior to the scheduled lifting or delivery date on which Shipper makes any of the above-noted changes to its Nomination, as provided in the table below:

<u>Nomination Change*</u>	<u>Penalty (in cents per barrel)</u>
<u>Three (3) business days prior to scheduled lifting or delivery date</u>	<u>15.00</u>
<u>Two (2) business days prior to scheduled lifting or delivery date</u>	<u>20.00</u>
<u>One (1) business day prior to scheduled lifting or delivery date</u>	<u>30.00</u>
<u>Same day as scheduled lifting or delivery date</u>	<u>40.00</u>

The penalties described in this Item No. 140 shall not apply when (1) Carrier or Shipper disrupts or otherwise modifies the pipeline schedule due to an event of Force Majeure and/or (2) deliveries of Shipper’s Petroleum Products were reduced at the request of Carrier, or where Carrier’s operational issues prevent receipt or delivery of Barrels tendered by Shipper.

*For purposes of determining whether a Shipper makes late changes to its Nominations pursuant to this Item No. 140, a “business day” shall be any weekday, Monday through Friday, and shall include weekdays that are company holidays.

EXPLANATION OF ABBREVIATIONS

ABBREVIATIONS	EXPLANATION
%	Per Cent
A.P.I.	American Petroleum Institute
A.S.T.M.	American Society for Testing Materials
F.E.R.C.	Federal Energy Regulatory Commission
No.	Number
P.S.I.G.	Pounds per Square Inch Gauge

EXPLANATION OF REFERENCE MARKS

[C]	Cancel
[N]	New
[U]	Unchanged Rate
[W]	Change in Wording Only