

R.C.T. No. 3.1.0
(Cancels R.C.T. No. 3.0.0)

BRIDGETEX PIPELINE COMPANY, LLC

LOCAL PIPELINE TARIFF

CONTAINING

RATES, RULES AND REGULATIONS
GOVERNING THE TRANSPORTATION AND HANDLING

OF

CRUDE PETROLEUM

TRANSPORTED BY PIPELINE
FROM BRYAN, TEXAS
TO POINTS NAMED HEREIN

RECEIVED
R.R.C. OF TEXAS

JUL 28 2017

GAS SERVICES DIVISION
AUSTIN, TEXAS

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

P-5 Operator ID: P-521313 and P-521318; T-4 Permit Information: T-08804 and T-08319

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SECTION I
Rules and Regulations of Railroad Commission of Texas
Rule §3.71, Pipeline Tariffs

1. ALL MARKETABLE OIL TO BE RECEIVED FOR TRANSPORTATION

By the term "marketable oil" is meant any crude petroleum adapted for refining or fuel purposes, properly settled and containing not more than two percent (2.0%) of basic sediment, water, or other impurities above a point six (6) inches below the pipeline connection with the tank. Pipelines shall receive for transportation all such "marketable oil" tendered; but no pipeline shall be required to receive for shipment from any one person an amount exceeding three thousand (3,000) barrels of petroleum in any one day; and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported there from by the pipeline, then it shall be transported under such terms as the shipper and the owner of the pipeline may agree or the commission may require.

2. BASIC SEDIMENT, HOW DETERMINED – TEMPERATURE

In determining the amount of sediment, water or other impurities, a pipeline is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipeline and the shipper. The same method of ascertaining the amount of the sediment, water, or other impurities shall be used in the delivery as in the receipt of oil. A pipeline shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than 90 degrees Fahrenheit, except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon delivery at destination that the pipeline has to test before receiving from the shipper.

3. "BARREL" DEFINED

For the purpose of these sections, a "barrel" of crude petroleum is declared to be forty-two (42) gallons of 231 cubic inches per gallon at 60 degrees Fahrenheit.

4. OIL INVOLVED IN LITIGATION, ETC – INDEMNITY AGAINST LOSS

When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipeline may require of shippers an indemnity bond to protect it against all loss.

5. STORAGE

Each pipeline shall provide, without additional charge, sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt delivery to destination point, for five days from the date of order of delivery at destination.

6. IDENTITY AND MAINTENANCE OF OIL

A pipeline may deliver to consignee, either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipeline transportation, or it may make delivery from its common stock at destination; provided, if this last be done, the delivery shall be of substantially like kind and market value.

7. MINIMUM QUANTITY TO BE RECEIVED

A pipeline shall not be required to receive less than one tank car-load of oil when oil is offered for loading into tank cars at destination of the pipeline. When oil is offered for transportation for other than tank car delivery, a pipeline shall not be required to receive less than five hundred (500) barrels.

SECTION I (continued)

8. GATHERING CHARGES

Tariffs to be filed by a pipeline shall specify separately the charges for gathering of the oil, for transportation and for delivery.

9. MEASURING, TESTING AND DEDUCTIONS

- (A) Except as provided in subparagraph (B) of this paragraph, all crude oil tendered to a pipeline shall be gauged and tested by a representative of the pipeline prior to its receipt by the pipeline. This shipper may be present or represented at the gauging or testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks.
- (B) As an alternative to the method of measurement provided in subparagraph (A) of this paragraph, crude oil and condensate may be measured and tested, before transfer of custody to the initial transporter, by:
 - (i) lease automatic custody transfer (LACT) equipment, provided such equipment is installed and operated in accordance with the latest revision of the American Petroleum Institute (API) Manual of Petroleum Measurement Standards, Chapter 6., or;
 - (ii) any device or method, approved by the commission or its delegate, which yields accurate measurements of crude oil or condensate.
- (C) Adjustments to the quantities determined by the methods described in subparagraphs (A) or (B) of this paragraph shall be made for temperature from the nearest whole number degree to the basis of 60 degrees Fahrenheit and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540, American Society for Testing Materials 01250, Institute of Petroleum 200, first edition, August 1980. A pipeline may deduct the basic sediment, water, and other impurities as shown by the centrifugal or other test agreed upon by the shipper and pipeline; and 1.0% for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipeline. In allowing the deductions, it is not the intention of the commission to affect any tax or royalty obligations imposed by the laws of Texas on any producer or shipper of crude oil.
- (D) A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

10. DELIVERY AND DEMURRAGE

Each pipeline shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation, and other material elements, but at any time after receipt of a consignment of oil, upon twenty-four (24) hours notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to Item No. 6 of this section, at a rate not exceeding ten thousand (10,000) barrels per day of twenty-four (24) hours. Computation of time of storage (as provided for in Item No. 5 of this section) shall begin at the expiration of such notice. At the expiration of the time allowed in Item No. 5 of this section for storage at destination, a pipeline may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first ten (10) days of one-tenth of one cent (\$0.001) per barrel; and thereafter at a rate of three-fourths of one cent (\$0.0075) per barrel, for each day of twenty-four (24) hours or fractional part thereof.

SECTION I (continued)

11. UNPAID CHARGES, LIEN FOR AND SALE TO COVER

A pipeline shall have a lien on all oil to cover charges for transportation, including demurrage, and it may withhold delivery of oil until the charges are paid. If the charges shall remain unpaid for more than five (5) days after notice of readiness to deliver, the pipeline may sell the oil at public auction at the general office of the pipeline on any day not a legal holiday. The date for the sale shall be not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in the city where the general office of the pipeline is located. The notice shall give the time and place of the sale, and the quantity of the oil to be sold. From the proceeds of the sale, the pipeline may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be paid to the person lawfully entitled thereto.

12. NOTICE OF CLAIM

Notice of claim for loss, damage or delay in connection with the shipment of oil must be made in writing to the pipeline within ninety-one (91) days after, the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within ninety-one (91) days after a reasonable time for delivery has elapsed.

13. TELEPHONE – TELEGRAPH LINE – SHIPPER TO USE

If a pipeline maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipeline shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service.

14. CONTRACTS OF TRANSPORTATION

When a consignment of oil is accepted, the pipeline shall give the shipper a run ticket, and shall give the shipper a statement that shows the amount of oil received for transportation, the points of the origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

15. SHIPPER'S TANKS, ETC. - INSPECTION

When a shipment of oil has been offered for transportation, the pipeline shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this section.

16. OFFERS IN EXCESS OF FACILITIES

If oil is offered to any pipeline for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipeline shall be apportioned among all shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipeline. The pipeline shall be considered as a shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment.

17. INTERCHANGE OF TONNAGE

Pipelines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipelines, when the Commission finds that a necessity exists for connection, and under such regulations as said Commission may determine in each case.

SECTION I (continued)

18. RECEIPT AND DELIVERY – FOR NECESSARY FACILITIES

Each pipeline shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the Commission finds that a necessity exists therefor and under regulations by the Commission.

19. REPORTS OF LOSS FROM FIRES, LIGHTNING AND LEAKAGE

- (A) Each pipeline shall immediately notify the commission district office, electronically or by telephone, of each fire that occurs at any oil tank owned or controlled by the pipeline, or of any tank struck by lightning. Each pipeline shall in like manner report each break or leak in any of its tanks or pipelines from which more than five (5) barrels escape. Each pipeline shall file the required information with the commission in accordance with the appropriate commission form within thirty (30) days from the date of the spill or leak.
- (B) No risk of fire, storm, flood, or act of God, and no risk resulting from riots, insurrection, rebellion, war or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipeline, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from any such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipeline at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This Item No. 19 shall not apply if the loss occurs because of negligence of the pipeline.
- (C) Common carrier pipelines shall mail (return receipt requested) or hand deliver to landowners (persons who have legal title to the property in question) and residents (persons whose mailing address is the property in question) of land upon which a spill or leak has occurred, all spill or leak reports required by the commission for that particular spill or leak within thirty (30) days of filing the required reports with the commission. Registration with the Commission by landowners and residents for the purpose of receiving spill or leak reports shall be required every five years, with the renewal registration starting January 1, 1999. If a landowner or resident is not registered with the commission, the common carrier is not required to furnish such reports to the resident or landowner.

SECTION II
Supplemental BridgeTex Pipeline Company, LLC
Rules and Regulations Governing Crude Petroleum Transportation By Pipeline

15. DEFINITIONS

“A.P.I.” means American Petroleum Institute.

“Barrel” means forty-two (42) United States gallons.

“Carrier” means BridgeTex Pipeline Company, LLC.

“Condensate” means Crude Petroleum meeting the required specifications set forth in Item 25 below.

“Consignee” means the party to whom a Shipper has designated to receive the delivery of Crude Petroleum at the Destination.

“Crude Petroleum” means the grade or grades of the direct liquid products of oil or gas wells, including crude oil and condensate, meeting the required specifications established pursuant to this tariff which Carrier has undertaken to transport. For the avoidance of doubt, Crude Petroleum shall exclude, and Carrier shall not be required to transport, any “indirect liquid products of oil or gas wells,” sometimes referred to as “indirect products,” meaning the liquid products resulting from the operation of gasoline recovery plants, gas recycling plants, condensate or distillate recovery equipment in gas or oil fields, or a mixture of such products.

“Destination” has the meaning set forth herein, as specified in Note 2 of the Notes Applicable to Table of Rates.

“Eaglebine Select” means Crude Petroleum meeting the required specifications set forth in Item 25 below.

“Expansion Carrier Facilities” has the meaning set forth herein, as specified in Note 1 of the Notes Applicable to Table of Rates.

“Origin” has the meaning set forth herein, as specified in Note 1 of the Notes Applicable to Table of Rates.

“Shipper” means any party who agrees with Carrier for transportation of Crude Petroleum.

“U.S.” means United States.

20. COMMODITY

Carrier is engaged in the transportation of Crude Petroleum only and therefore will not accept any other commodity for transportation under this tariff.

25. QUALITY SPECIFICATIONS

Carrier will not accept any Crude Petroleum unless it meets the specifications listed in the chart below and unless other properties of such Crude Petroleum are such that it will be readily susceptible to transportation through the Expansion Carrier Facilities. These specifications shall apply to Shipper's nomination within each single shipment to the delivery point(s) within the Destination and not be limited to the composite sample of the nomination within each such shipment.

	<u>Eaglebine Select</u>	<u>Condensate</u>
API Gravity, ° API	>= 30 and <= 41.0	>= 45 and <=55
Sulfur Content, Weight %	<= 0.45	<= 0.20
Max Reid Vapor Pressure, psi	9.5	9.5
Max True Vapor Pressure, psi	11	11
BS & W	<= 1.0%	<= 1.0%

30. STORAGE

Only storage necessarily incident to transportation and only such storage will be provided by Carrier. Such storage shall be deemed to include up to five (5) days' of working capacity provided at Carrier's tankage located, at Carrier's operational discretion, at the Origin or at Magellan's East Houston Terminal (or a combination thereof). Upon delivery of Crude Petroleum into Carrier's working tankage, title to such Crude Petroleum in Carrier's working tankage shall remain with Shipper and not with Carrier.

40. MINIMUM SHIPMENTS

Quantities of Crude Petroleum will be accepted for transportation as a single shipment to the delivery point(s) within the Destination on the Expansion Carrier Facilities only in amounts of 50,000 Barrels or greater. Quantities of less than 50,000 Barrels may be accepted by Carrier for transportation if operating conditions permit and if such Crude Petroleum is of like quality and characteristics of that currently being transported, all at Carrier's sole discretion.

50. QUALITY AND QUANTITY OF RECEIPT AND DELIVERIES

Carrier will accept for transportation Crude Petroleum that can be commingled or intermixed with a grade of Crude Petroleum which Carrier regularly transports between the Origin and delivery points within the Destination of the shipment without materially reducing the value or altering the quality of any grade of Crude Petroleum which Carrier regularly transports over the route of the shipment.

Carrier will accept Crude Petroleum for transportation only on condition that Carrier shall not be liable to Shipper or Consignee for changes in gravity or quality which may occur from commingling or inter-mixing such Crude Petroleum with other Crude Petroleum in transit; and provided further that Carrier will not be obligated to deliver to Consignee the identical Crude Petroleum received from Shipper. However, Carrier will deliver to Consignee a grade of Crude Petroleum as nearly like the grade of Crude Petroleum received from Shipper as Carrier is regularly transporting as a common stream to the delivery points within the Destination.

Carrier will not be required to and will not intentionally accept any Crude Petroleum that does not meet the specifications set forth in Item 25.

Carrier will not make a delivery of less than 50,000 Barrels of Crude Petroleum at any delivery point within the Destination except when necessitated by dispatching contingencies. Deliveries of less than 50,000 Barrels may be delivered if operating conditions permit all at Carrier's sole discretion.

60. MEASUREMENT AND TENDER DEDUCTIONS

The volume of Crude Petroleum received and delivered by Carrier will be measured in Barrel units by meter or by gauge. Measured volumes at recorded or observed temperatures will be converted to volumes at sixty degrees Fahrenheit (60°F). Quantities shall be determined in accordance with applicable A.P.I. Manual of Petroleum Measurement Standards.

The volume of impurities in Crude Petroleum received and delivered by Carrier will be measured by an electrical or mechanical device or by physical test and such volume will be deducted from the volume of such receipts and deliveries.

Carrier shall determine all measurements, but Shipper and Consignee or their representatives may be present to witness them.

A deduction of two-tenths (2/10) of one percent by volume will be assessed on each shipment of Crude Petroleum received by Carrier.

70. NOMINATIONS REQUIRED

Crude Petroleum for shipment through the Expansion Carrier Facilities will be received only on proper notice showing the point at which the Crude Petroleum is to be received, point or points of delivery, Consignee (if any), the product grade and the amount of Crude Petroleum to be transported. The Shipper notice must be submitted via Carrier's COBALT (or successor) system prior to 5:00 p.m. Central Time, on the 15th day of the month preceding the month for which the nominations apply; provided, however, "Expansion New Shipper" (as such term is defined in Carrier's Pipeline Proration Procedures incorporated by reference in Item 150) nominations must be submitted to Carrier prior to 5:00 p.m. Central Time the 13th day of the month preceding the month for which the nominations apply. If the thirteenth (13th) or fifteenth (15th) day of the month falls on a weekend or holiday, then nominations are due on the last day that is not a weekend or holiday before the thirteenth (13th) or fifteenth (15th) day.

The capacity of the Expansion Carrier Facilities between Magellan's East Houston Terminal and Texas City, Texas is provided through a capacity lease ("Lease Capacity"). If all or a portion of the Leased Capacity is not nominated and tendered by Carrier's Shippers during any month in accordance with this tariff, the lessor of the Lease Capacity may use such Leased Capacity on a temporary "as available" and interruptible basis to provide service to non-Carrier shippers pursuant to the terms of lessor's tariff. If this leased capacity is available for non-Carrier Shippers, lessor may accept nominations for such unused capacity pursuant to the terms of the lessor's tariff on or before the earlier of the 30th day of the month and the last day of the month preceding the operating month to fill the unused leased capacity.

80. TITLE UNENCUMBERED

The act of delivering Crude Petroleum to the Carrier for transportation shall constitute a warranty that Shipper has unencumbered title thereto, or the unencumbered right to ship such Crude Petroleum. When any Crude Petroleum tendered for transportation is involved in litigation, the ownership of which may be in dispute or which may be encumbered by lien or charge of any kind, the Carrier may require Shipper to post an indemnity bond (or other assurances of quality at Carrier's sole discretion) to protect Carrier against all loss.

90. LIABILITY OF CARRIER

Carrier shall not be liable for any loss or damage or delay caused by act of God, public enemy, quarantine, authority of law, strike, riots, fire or the act or fault of Shipper or Consignee, or for any other cause (a) not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated or (b) not arising out of the failure of Carrier to comply in all material respects with all applicable federal, state, or local governmental laws, rules, and regulations; and, in case of loss from any such causes set forth in (a) or (b) above, after Crude Petroleum has been received for transportation and before the same has been delivered to the Shipper or Consignee, the Shipper shall bear a loss in such proportion as the amount its shipment is to all of the Crude Petroleum in the custody of the Carrier at the time of such loss, and the Shipper shall be entitled to have delivered only such portion of its shipment as may remain after a deduction of its due proportion of such loss but in such event the Shipper shall be required to pay charges only on the quantity of Crude Petroleum delivered.

95. DUTY OF CARRIER

Carrier shall transport Crude Petroleum with reasonable dispatch, considering the quality of the Crude Petroleum, the distance of transportation and other material elements.

100. PAYMENT OF TRANSPORTATION AND OTHER CHARGES

Shipper shall pay the transportation and all other charges accruing on the volumes of Crude Petroleum delivered, adjusted to sixty degrees Fahrenheit (60°F). Carrier shall have a carrier's lien on all Crude Petroleum accepted for transportation to secure the payment of all charges, and may withhold said Crude Petroleum from delivery until all of the said charges shall have been paid.

Carrier will invoice Shipper each month for transportation and other charges incurred during the previous month. If such a bill is not paid within ten (10) days after date of invoice or, if later, any other due date, Carrier shall have the right to assess a late charge at an interest rate of 1.5% per month, unless such rate is greater than the maximum rate allowed by law, in which case the maximum rate allowed by law will be used. Such late charge shall accrue from ten (10) days after date of invoice (or such other later due date, if any) until payment is made.

Carrier may require that all payments to Carrier for services pertaining to the transportation of Crude Petroleum be by wire transfer in accordance with the instructions on the Carrier's invoice to Shipper.

In the event Carrier determines at its sole discretion that the financial condition of a Shipper or Shipper's credit support provider (if any) is or has become impaired or unsatisfactory, Carrier will provide notice to Shipper and Shipper will provide adequate assurance of performance to Carrier in the form, amount, and from an issuer reasonably acceptable to Carrier.

"Adequate assurance of performance" includes, at Carrier's sole discretion, (1) prepayment of all charges by wire transfer, which shall be held by Carrier without interest accruing thereon until credited to Shipper, (2) a standby letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all charges reasonably anticipated to be incurred by Shipper for two (2) months of shipments by Shipper plus 10%, and, in a form, and from an institution reasonably acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all charges reasonably anticipated to be incurred by Shipper for two (2) months of shipments by Shipper plus 10%, and in a form, and from a third party reasonably acceptable to Carrier.

In the event that Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Expansion Carrier Facilities or provide services pursuant to the applicable tariffs until such requirement is fully met. Any costs or charges incurred by Carrier arising out of any delay in providing Shipper access to the Expansion Carrier Facilities or services pursuant to the applicable tariffs shall be borne solely by Shipper and reimbursed to Carrier upon receipt of Carrier's invoice therefor.

In addition to all other liens, statutory or otherwise, to which Carrier is entitled and unless the following grant is expressly prohibited by the terms of one or more security agreements or credit agreements creating prior, perfected security interests in the hereinafter-defined Collateral, Shipper hereby grants to Carrier a first priority, continuous and continuing security interest in all of the following, whether now or hereafter existing or acquired, as collateral for the prompt and complete payment and performance of Shipper's Obligations (as defined below): (a) All Crude Petroleum accepted by Carrier for transportation, terminalling, or otherwise while in the possession of Carrier; (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents but only while in the possession of Carrier; and (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing. The property described or referred to in subsections (a) through (c) above is collectively referred to as the "Collateral." This grant secures the following (collectively the "Obligations"): (a) all antecedent, current and future transportation, terminalling, special, ancillary and other lawful charges arising under or related to the applicable tariffs or the contracts entered into in connection with the applicable tariffs; (b) the repayment of any amounts that Carrier may advance or spend for the maintenance, storage or preservation of the Collateral; (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and (d) all other amounts now or in the future owed by Shipper to Carrier, whether or not of the same kind or class as the other obligations owed by Shipper to Carrier. Shipper authorizes Carrier to file such financing statements or other documents necessary to perfect and maintain the security interest herein granted.

110. STORAGE IN TRANSIT

When requested via Carrier's nomination process as referenced in Item 70-Nominations Required, tenders of Crude Petroleum may be stored in-transit under the conditions described below.

- Carrier only provides storage necessarily incident to transportation (Item 30 – Storage). Shippers will be required to provide their own storage facilities at Magellan's East Houston Terminal to the extent Shippers require storage beyond that necessarily incident to transportation. Connections between Shippers' storage facilities and the Expansion Carrier Facilities shall meet Carrier's operational requirements for such connections.
- When Shippers provide such storage facilities, they shall cause accurate records to be kept showing the number of barrels of Crude Petroleum stored in such storage facilities. Carrier shall have access to these records at all reasonable times, to the extent Carrier is not already in possession of such information as a result of its pipeline and storage operations. At no time shall the Barrels of Crude Petroleum stored in such storage facilities exceed the working capacity of such storage facilities. If Carrier has a reasonable basis to believe that Shipper's records are not accurate, if requested by Carrier, Shipper shall certify as to the accuracy of such records. Volumes re-originated from Shipper's storage facilities at Magellan's East Houston Terminal shall never exceed the number of Barrels of Crude Petroleum then stored in such storage facilities.
- When Shippers request Crude Petroleum to be delivered to their own storage facilities at Magellan's East Houston Terminal to be utilized as storage in-transit, such Shippers will be charged the applicable transportation rate from the Origin to the Magellan's East Houston Terminal delivery point within the Destination. Barrels of Crude Petroleum so moved shall count as a Shipment toward Shipper's Historical Shipment Status under Carrier's Pipeline Proration Procedures and, for Committed Shippers, shall apply toward such Committed Shipper's Minimum Contract Quarterly Volume Commitment pursuant to its TSA.
- When Crude Petroleum is reshipped out of Shipper's storage facilities from Magellan's East Houston Terminal storage-in-transit delivery point within the Destination, Carrier shall collect any applicable transportation charges based on the difference between the rate paid to Magellan's East Houston Terminal delivery point within the Destination and the rate in effect on the date of reshipment to the applicable delivery point within the Destination. Such reshipped volume shall not count as a Shipment toward Shipper's Historical Shipment Status under Carrier's Pipeline Proration Procedures and, for Committed Shippers, shall not apply toward such Committed Shipper's Minimum Contract Quarterly Volume Commitment pursuant to its TSA.
- Crude Petroleum offered for reshipment under this item shall be accepted for shipment through the nomination process referenced in Item 70-Nominations Required and only at such times as it shall not

interfere with or delay original shipments from the Origin to delivery points within the Destination. Furthermore, during any prorationing of the Expansion Carrier Facilities, the reshipment of the storage in-transit Barrels will be subordinate to all other shipments nominated for the month pursuant to Carrier's Pipeline Proration Procedures and Item 150. This Item 110 does not create an Origin on the Expansion Carrier Facilities at Magellan's East Houston Terminal.

Reshipment of storage in-transit Barrels will be governed by all applicable rules and regulations contained in this Tariff, including but not limited to Item 25-Quality Specifications, Item 40-Minimum Shipments, Item 50-Quality and Quantity of Receipt and Deliveries and Item 70-Nominations Required.

120. CLAIMS TIME FOR FILING

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine months after delivery of shipment, or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed. Suits for loss or damage may be instituted only within two (2) years and one (1) day after delivery of the property, or in the case of failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with Carrier, suit must be brought within two (2) years and one (1) day after 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 or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Carrier will not be liable.

130. PIPEAGE CONTRACT REQUIRED

Separate pipeage contracts in accord with this tariff and the regulations covering further details related to pipeline connections or facilities ancillary to Expansion Carrier Facilities may be required of Shipper before any obligation to provide transportation shall arise.

140. DIVERSION OR RECONSIGNMENT

Provided no back haul is required, diversion or reconsignment will be made on timely written request from the Shipper. No additional charge will be made for the diversion or reconsignment service. The rate to be applied under this rule is the rate from Origin to the final delivery point within the Destination.

150. PIPELINE PRORATION PROCEDURES

When there shall be tendered to Carrier, for transportation, more Crude Petroleum than can be immediately transported on the Expansion Carrier Facilities, the transportation furnished by Carrier shall be apportioned among Shippers as provided in Carrier's Pipeline Proration Procedures. Carrier's Pipeline Proration Procedures dated April 1, 2017 are available on Carrier's or its designee's Internet site at <http://www.magellanlp.com/WhatWeDo/LiquidPipelineTariffs.aspx> or on request.

160. APPLICATION OF RATES FROM INTERMEDIATE POINTS

Crude Petroleum received from a point on the Expansion Carrier Facilities that is not named in this tariff, but which is intermediate to a point from which rates are published, will be assessed the rate in effect from the next more distant point published in this tariff.

170. APPLICATION OF RATES TO INTERMEDIATE POINTS

Crude Petroleum destined to a point on Carrier's lines that is not named in this tariff, but which is intermediate to a point to which rates are published, will be assessed the rate in effect to the next more distant point published in this tariff.

180. LINE FILL AND TANK BOTTOMS INVENTORY REQUIREMENTS

Prior to delivering Barrels out of the Expansion Carrier Facilities, each Shipper will be required to supply a pro rata share of Crude Petroleum necessary for pipeline and tankage fill to ensure efficient operation of the Expansion Carrier Facilities, as determined by Carrier in its sole discretion. Carrier shall revise its line fill apportionment every calendar quarter based on the volume shipped during such calendar quarter, and provide notice of such quarterly apportionment to each Shipper.

If the pro rata share of Crude Petroleum to be provided by a Shipper for this purpose changes after Carrier's quarterly reallocation, Shipper shall promptly be required to provide the difference of Crude Petroleum to Carrier or Carrier shall promptly redeliver the difference of Crude Petroleum to Shipper, as applicable.

Carrier shall redeliver Shipper's pro rata share of Crude Petroleum provided under this Item 180 only after Shipper balances have been reconciled between Shipper and Carrier. Carrier, at its discretion, may require advance payment of transportation charges on the volumes of Crude Petroleum to be cleared from the Expansion Carrier Facilities, and any unpaid accounts, before final delivery of Shipper's Crude Petroleum will be made. Carrier shall have a reasonable period of time, not to exceed ninety (90) days, from the date of Carrier's quarterly apportionment, or from the date of notice by Shipper to Carrier of Shipper's election to receive redelivery of such difference of Crude Petroleum, if applicable, to complete administrative and operational requirements incidental to Shipper withdrawal.

Upon delivery of Crude Petroleum by Shipper to Carrier for this purpose, title to such Crude Petroleum shall remain with Shipper and not Carrier.

190. ORIGATION FACILITIES

Crude Petroleum will be received only from pipelines, tanks, or other facilities that are provided by Shipper or Shipper's designee, or a connecting carrier. Carrier will determine and advise Shippers of the size and capacity of the pipeline and tanks that will need to be provided at the point of receipt to meet the operating conditions of Carrier's facilities at such point. Carrier will not accept Crude Petroleum for transportation unless such facilities have been provided.

200. DELIVERY POINT FACILITIES & ACCEPTANCE OF DELIVERY

Carrier will deliver Crude Petroleum to Shipper or Shipper's Consignee at the delivery points within the Destination. Shipper is responsible for arranging adequate facilities and services to receive and take the Crude Petroleum away from the applicable delivery points at the Destination. Shipper will be solely responsible for any additional tariffs, costs or charges imposed on Crude Petroleum after delivery by Carrier at the Destination.

After a Shipper's shipment has had time to arrive at the delivery point within the Destination, and on twenty-four (24) hours' notice to Shipper or Consignee, Carrier may begin delivery of such shipment to Shipper or Consignee at its current rate of pumping. If all of such shipment cannot be received by Shipper or Consignee, a demurrage charge of one-half (½) cent per Barrel per twenty-four (24) hours shall be assessed to the Shipper and continue to accrue from the time said notice expires on that part of such shipment which has not then been received by Shipper or Consignee until the applicable Crude Petroleum has been delivered out of the Expansion Carrier Facilities.

In addition, if Shipper is not able to receive from Carrier at the delivery point within the Destination the entirety of Shipper's Crude Petroleum at the time when Carrier has scheduled a delivery of such Crude Petroleum, Carrier shall have the immediate right to sell such Crude Petroleum to the first available purchaser at the best price reasonably obtainable (Carrier or its affiliates may be a purchaser at such sale); to use the proceeds thereof to pay Carrier all charges and other costs or expenses due by Shipper under the applicable tariffs for the transportation and disposal of such Crude Petroleum; and to pay the balance of such proceeds to Shipper, unless conflicting claims for such remaining proceeds have been received by Carrier in which case Carrier shall be entitled to hold the balance of such proceeds for whomsoever may be entitled thereto.

210. CHARGE FOR FUND COMPENSATION

In addition to all other charges accruing on Crude Petroleum accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier by any Federal, State or local act, regulation or agency for the purpose of providing a fund for the reimbursement of parties who sustain costs or losses resulting from oil pipeline industry operations. Such charge will be included in the appropriate tariff filed with the Texas Railroad Commission.

220. CARRIER'S REMEDIES

The transportation of Crude Petroleum may be refused or terminated if Carrier determines that the Crude Petroleum does not meet the requirements established herein. In addition, Carrier shall have the right, at its sole discretion, to any remedy available, including but not limited to the right without notice or liability to return, divert, sell or dispose of Crude Petroleum that does not conform to the provisions of the applicable tariffs. Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in returning or otherwise disposing of such non-conforming Crude Petroleum.

230. DEVIATION FROM RULES AND REGULATIONS IN SECTION I

To the extent allowed by law, the Rules and Regulations set forth in Section II will apply.

TABLE OF RATES

All Rates are for pipeline transportation only.
[U] Unchanged Rate. All rates on this page remain unchanged

FROM (Origin) (Note 1)	TO (Destination) (Note 2)	Local / Uncommitted Shipper Rate	Committed Shipper Rates (Note 4)
		Rates in Cents per barrel of 42 U.S. Gallons	Rates in Cents per barrel of 42 U.S. Gallons
Bryan, TX	<u>Houston Gulf Coast Area:</u>		
	East Houston	121.50 (Note 3)	106.50
	Speed Junction	121.50 (Note 3)	106.50
	Genoa Junction	155.02 (Note 3)	140.02
	Texas City	180.02 (Note 3)	165.02

NOTES APPLICABLE TO TABLE OF RATES

Note 1: The Origin ("Origin") for this Tariff is the inlet flange to the Expansion Carrier Facilities (as defined in this Note 1) located in Bryan, Texas. The "Expansion Carrier Facilities" means, collectively, the pipeline and the associated facilities and improvements, whether owned or leased by BridgeTex Pipeline Company, LLC ("Carrier"), to transport Crude Petroleum from the Origin to the Destination (as defined in Note 2), on throughput capacity resulting from an expansion of the Existing Carrier Facilities (as defined in this Note 1) from the Origin. The "Existing Carrier Facilities" means, collectively, the pipeline and the associated facilities and improvements, whether owned or leased by Carrier, to transport Crude Petroleum from the Colorado City, Texas Origin to the Destination, with an operating capacity of 300,000 barrel per day. This Tariff only applies to shipments on the Expansion Carrier Facilities. This Tariff does not apply to shipments on the Existing Carrier Facilities.

Note 2: The Destination ("Destination") for this Tariff is the Houston Gulf Coast area, which includes any of the following delivery points that are connected to and capable of receiving Crude Petroleum from the Expansion Carrier Facilities:

- a. East Houston: That certain delivery location into Carrier's tankage at Magellan's East Houston Terminal located at 7901 Wallisville Road, Houston, Texas.
- b. Speed Junction: That certain delivery station located at 1313 W. Pasadena Freeway, Pasadena, Texas 77506.
- c. Genoa Junction: That certain delivery station located at the connection point with third party facilities, approximately 5.6 miles due south of Speed Junction.
- d. Texas City: Those certain delivery stations in the Texas City, Texas area, which provide direct access to Valero's Texas City Refinery and Marathon's Texas City refineries.

Note 3: The "Local/Uncommitted Shipper Rate" set forth in the Table of Rates applies to (a) any shipper that is not a "Committed Shipper" as such term is defined below in Note 4, and (b) the Committed Shippers to the extent described below in Note 4.

Note 4: The "Committed Shipper Rates" set forth in the Table of Rates are available to those shippers that entered into a Transportation Service Agreement ("TSA") with Carrier during the open season held by Carrier beginning in December 2015 (or a subsequent open season held by Carrier) solely as it pertains to the Expansion Carrier Facilities and committed therein to ship at least ten thousand (10,000) barrels of Crude Petroleum per day ("Daily Volume Commitment") from the Bryan, Texas Origin to the Destination specified above for a term of at least five (5) years (a "Committed Shipper"). The Committed Shipper Rates are also available to such Committed Shippers shipping volumes, on a monthly basis, of up to 20% in excess of the Shipper's Daily Volume Commitment on a space-available basis. The Local/Uncommitted Shipper Rate shall apply to volumes shipped by such Committed Shippers, on a monthly basis, in excess of 120% of the shipper's Daily Volume Commitment.

[N] UPPER TIER VOLUME INCENTIVE RATE

[N] Any Shipper, Uncommitted or Committed (regardless of the elected Tier Level applicable to its Daily Volume Commitment), that transports greater than an average of 12,000 barrels per day of Product during a given month shall receive an UPPER TIER VOLUME INCENTIVE RATE on the volumes transported in excess of an average of 12,000 barrels per day to a maximum of 25,000 barrels per day in such month and such movements will be made pursuant to the proration policy reference herein under Item 150-Pipeline Proration Procedures.

Any volumes moved under this Upper Tier Volume Incentive Rate are subject to Carrier having available capacity and, as set forth in the TSA, will not count toward any Committed Shipper's Contract Daily Volume Commitment.

Carrier reserves the right to cancel this Upper Tier Volume Incentive Rate at its discretion.

[N] FROM	[N] TO (Destination)	[N] MONTHLY UPPER VOLUME TIER	[N] UPPER TIER VOLUME INCENTIVE RATE (Cents per Barrel)
[N] Bryan, TX	[N] East Houston	[N] GREATER than 12,000 BPD to a Maximum of 25,000 BPD	[N] 108.50
	[N] Speed Junction		[N] 108.50
	[N] Genoa Junction		[N] 142.02
	[N] Texas City		[N] 167.02

[U] Unchanged

[N] New