

TX No. 51.0.0

Filed on:

2:09 pm, Dec 16, 2024

Gas Services Department
Railroad Commission of Texas

ET SABINA PIPELINE LLC
RULES AND REGULATIONS
GOVERNING THE INTRASTATE TRANSPORTATION
OF
PETROLEUM PRODUCTS
BETWEEN POINTS IN TARIFFS MAKING REFERENCE HERETO

The general rules and regulations published herein apply only under tariffs making specific reference to this tariff; such reference will include supplements thereto and successive reissues thereof. Specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

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

EFFECTIVE: DECEMBER 15, 2024

Issued by:
RB Herrscher
EVP – NGL, Refined Products & Petrochemicals
ET Sabina Pipeline LLC
1300 Main Street
Houston, Texas 77002
Phone: (713) 989-7000
Fax: (713) 989-1201

Compiled by:
Diane A. Daniels
on behalf of
ET Sabina Pipeline LLC
1300 Main Street
Houston, TX 77002
(713) 989-7425
tariffs@energytransfer.com

Operated under Energy Transfer Company's T-4 Permit Nos. 06341 and 06395 and ET Sabina Pipeline LLC's P5 ID 101924

TABLE OF CONTENTS

Subject	Item No.	Page No.
Definitions	5	3
Nominations, Tenders and Linefill	10	3
Specification Required as to Quality	15	4
Title	20	5
Measurement, Testing, Volume Corrections and Deductions	25	5
Commingling	30	6
Facilities Required at Origin and Destination	35	6
Origin Facilities Required for Automatic Custody Transfer	40	6
Application of Rates and Charges	45	7
Notice of Arrival, Delivery at Destination	50	7
Proration of Pipeline Capacity	55	7
Payment of Transportation and Other Charges; Finance Charges; Lien, Set-Off	60	7
Warranties	65	8
Exemption of Liability	70	8
Carrier's Remedies	75	8
Pipeline Contracts Required	80	9
Claims and Times for Filing	85	9
Application of Rates from and to Intermediate Points	90	9
Intrasystem Transfers	95	9
Corrosion Inhibitors	100	10
Commodity	105	10
Charges for Spill Compensation Acts and Regulations	110	10
Agents	115	10

GENERAL APPLICATION

Carrier will receive, transport and deliver Petroleum Products through its facilities only as provided in these Rules and Regulations, except that specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein or in succeeding reissues of these Rules and Regulations.

Item 5 Definitions

“Barrel” as herein used will consist of forty-two (42) U.S. gallons at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

“Carrier” as herein used means and refers to ET Sabina Pipeline LLC.

“Committed Shipper” means a Shipper that has committed to ship, or pay a deficiency payment for failure to ship, certain minimum volumes of Petroleum Products pursuant to a TSA on specified segments of the Pipeline, as provided in such Shipper’s TSA.

“Consignee” as used herein means the party, including a connecting pipeline system or connecting terminal, to whom custody is to be given at the specific instructions of a Shipper when Petroleum Products is delivered at a destination.

“Nomination” as herein used means a written request by a Shipper to Carrier to transport a stated quantity of Petroleum Products on the Pipeline from a specified origin point to a specified destination point for the account of Shipper in any Operating Month, in accordance with these Rules and Regulations.

“Operating Month” as herein used means any month in which Carrier transports Petroleum Products on the Pipeline. For purpose hereof, the Operating Month shall be deemed to begin on the first calendar day of such month at 0700 hours until the first day of the succeeding calendar month at 0700 hours (Central Standard or Central Daylight Savings Time in Houston, Texas, whichever is in effect on the date specified).

“Petroleum Products” as herein used refers to products that satisfy the Quality Specifications set forth in Item No. 15.

“Pipeline” means the pipeline system of ET Sabina Pipeline LLC.

“Shipper Transfer” as herein used means the physical transfer of a stated quantity of Petroleum Products in custody of Carrier from a Shipper to another Shipper at the point of origin.

“Shipper” as herein used means the party who contracts with Carrier for the transportation of Petroleum Products under the terms of this Tariff, including a Committed Shipper.

“Tender” or “Tendering” as herein used means to physically deliver, or cause to be delivered, Petroleum Products, by or on behalf of a Shipper to Carrier for transportation from a specified origin point to a specified destination point in accordance with these Rules and Regulations.

“Title Transfer” as herein used means transfer of ownership reported in the records of Carrier of a stated quantity of Petroleum Products in the custody of Carrier from one entity to another at the point of destination.

“TSA” as herein used means a transportation services agreement between a Committed Shipper and Carrier with respect to the transportation of Petroleum Products on the Pipeline.

Item 10 Nominations, Tenders and Linefill

All Shippers desiring to ship or receive Petroleum Products through the Pipeline shall provide Carrier, through Transport 4 (T4), or such other system designated by Carrier, a Nomination specifying the kind, quantity, receipt point, sequence of delivery, delivery point, and Shipper of each proposed shipment of Petroleum Products (the “Initial Nomination”). Carrier shall not be obligated to accept a Tender for any transportation month unless the Shipper submits its Initial Nomination to the Carrier on or before 4:15 PM Central Time on or before the fifteenth (15th) day of the preceding calendar month. If the fifteenth (15th) day of the preceding calendar month is a non-business day, then such Initial Nomination shall be due on the last business day prior to the fifteenth (15th) day of the preceding calendar month (the “Initial Nomination Due Date”). Carrier will confirm such Initial Nomination not later than the

twenty-fifth (25th) day of such calendar month. Carrier will carefully examine Initial Nominations, using every means available to ensure that they are true and realistic and may reject any Initial Nominations to the extent they appear to be inflated.

Upon confirmation of acceptance of Shipper's Initial Nomination (as adjusted, if necessary, pursuant to Item 55) by Carrier, Shipper's Initial Nomination will be considered binding as to Shipper. If a Shipper makes a Nomination after the Initial Nomination Due Date for additional capacity (an "Incremental Nomination"), then Carrier shall notify Shipper if such Incremental Nomination will be accepted, and any such accepted Incremental Nomination shall be considered binding as to Shipper upon Carrier's notification of acceptance. An Incremental Nomination does not modify a binding Initial Nomination; rather, an Incremental Nomination shall be considered a new nomination, to the extent approved by Carrier. The sum of a Shipper's accepted Initial Nomination and any accepted Incremental Nomination shall be considered a Shipper's binding "Nomination" for the month. If a Shipper makes a nomination after the Initial Nomination Due Date that is lower than the accepted Initial Nomination, then the accepted Initial Nomination remains binding on Shipper.

All Shippers Tendering Petroleum Products to Carrier will promptly provide Carrier with all Nomination information reasonably required by Carrier to schedule the shipment of Petroleum Products, as well as any information necessary to satisfy Carrier that a Shipper's Nomination and Tender are in good faith and can be transported on the Pipeline in conformance with Carrier's tariffs. Carrier may refuse to accept Petroleum Products for transportation until Shipper has provided Carrier with such information.

Petroleum Products will be accepted for transportation under this Tariff in shipments not less than five thousand (5,000) Barrels of the same kind and quality of Petroleum Products in any Month. Carrier may in its sole discretion accept smaller batch sizes when operating conditions allow.

Each Shipper that desires to have transported more than an average of five thousand (5,000) Barrels per day of Petroleum Products on the Pipeline (as measured for any month in which such Shipper has such Petroleum Products transported on the Pipeline) pursuant to a TSA shall supply its share of linefill and/or tank bottoms by types and volumes as determined from time to time by Carrier. Such linefill and tank bottoms may be withdrawn from Carrier's system at any time within ninety (90) days subsequent to: (1) Shipper having ceased Tendering shipments and notified Carrier in writing that it will no longer Tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; (3) Shipper having paid Carrier for all services; and (4) for a Committed Shipper that has entered into a TSA, the expiration or earlier termination of such TSA.

Item 15 Specification Required as to Quality

Shipper shall not Tender to Carrier without Carrier's written consent, and Carrier reserves the absolute right to reject on a not unduly discriminatory basis, without limitation, any Petroleum Products that is not readily susceptible to transportation through Carrier's existing facilities, or that has the potential to harm the Pipeline or other Petroleum Products in Carrier's custody. Carrier reserves the right to reject any Petroleum Products offered for transportation other than good and merchantable Petroleum Products of acceptable character which, when measured and tested by Carrier or Carrier's representative at the origin point, meets all of the qualifications under this Tariff. Petroleum Products Tendered by Shipper to Carrier for transportation must meet the following minimum specifications (the "Quality Specifications"):

For Petroleum Products:

CHARACTERISTIC	QUALITY SPECIFICATIONS	TEST METHODS¹
Gravity, API	Report	ASTM D4052
Vapor Pressure, psia, maximum	14.0	ASTM D6378
Color, Saybolt, minimum	+25	ASTM D156
Existent Gum, mg/100ml maximum (washed)	4.0	ASTM D381
Total Sulfur, wt. % maximum	0.1	ASTM D5453

Octane Numbers Research Motor (R+M)/2	Report Report Report	ASTM D2699 ASTM D2700
Distillation Temperature 10%, evaporated 50%, evaporated 70%, evaporated 90%, evaporated maximum end point	Report Report Report Report 375°F	ASTM D7344

Note 1: Alternative test methods to the Test Methods listed above must be mutually agreeable to Carrier and Shipper and deemed equivalent to the listed Test Methods. If the results of an alternate test method conflict with the results of a Test Method listed above, the results of the Test Method listed above will control for all purposes under the Tariff and any TSA.

The product shall be commercially free from sand, dust, gums, gum-producing substances, oil, glycol, inhibitors, amine, caustics, chlorides, oxygenates, heavy metals, any other contaminants that make it unfit for its commonly used applications and any compound added to the product to enhance the ability to meet these specifications.

Abbreviations: API = American Petroleum Institute; ASTM = American Society for Testing and Materials, Standard Test Procedures; °F = Degrees Fahrenheit; L.V. % = liquid volume percent; PPM = Parts per Million.

Petroleum Products will be received for transportation only when the Quality Specifications therefor conform to the Quality Specifications applicable to Petroleum Products, and no Petroleum Products will be received or transported which does not meet the applicable Quality Specifications provided herein. Carrier is responsible for contamination of Petroleum Products transported by it only to the extent such contamination was caused by the sole negligence of Carrier. The presence of contaminants in Petroleum Products shall be reason for Carrier to reject any Petroleum Products Tendered by Shipper. Petroleum Products containing contaminants shall be deemed to be unmerchantable, and a Shipper who offers contaminated Petroleum Products shall be deemed to have breached the warranty and representations set forth in Item No. 65 herein.

Shipper shall provide at the origin point adequate storage and other facilities for receiving, measuring, testing, and collecting sufficient Petroleum Products for aggregation into minimum batch volumes. Carrier does not have facilities for rendering, nor does it offer, storage services. Carrier will determine and advise Shippers of the facilities to be provided at the point of receipt to meet the operating conditions of Carrier’s facilities at such point. Carrier will not accept Petroleum Products for transportation, unless such facilities have been provided.

Item 20 Title

Carrier may, in its sole discretion, reject any Petroleum Products when Tendered for transportation by Shipper where Carrier has reasonable grounds to believe that: (1) such Petroleum Products is involved in litigation; (2) the title to such Petroleum Products is in dispute; or (3) such Petroleum Products is encumbered by a lien or charge of any kind (except for liens for borrowed money or arising under applicable laws). Carrier may require of Shipper satisfactory evidence of defensible and unencumbered title, or, alternatively, good right to receive and deliver (as applicable), subject to any lien created under any obligation for borrowed money or any applicable laws, or a satisfactory indemnity bond to protect Carrier.

Item 25 Measurement, Testing, Volume Corrections and Deductions

All Petroleum Products Tendered to Carrier for transportation will be measured by automatic equipment approved by Carrier. All measurements will be made in accordance with the established industry standards and the quantities calculated in Barrels. Petroleum Products may be measured and sampled during receipt or delivery, and the quantity may be determined and quality tested after such receipt or delivery. Shipper or its Consignee may be present or represented at any measuring and testing.

Where Carrier uses a meter of Shipper or its Consignee, Carrier reserves the right to request a proving or check-proving of the meter. Carrier may be present or represented at any such proving or check-proving. Shipper will grant

access to Shipper's facility to Carrier's representative for witnessing meter readings or meter proving and for any other required inspection incidental to measurement and transportation of Petroleum Products.

Except for arithmetic errors, and manifest fraud, all measurement and testing by a representative of Carrier will be conclusive evidence of the quantity as adjusted herein if a representative of Shipper or its Consignee was not present during such measuring and testing.

If two or more carriers are involved with Tendered volumes, tests are to be performed by the particular carrier as agreed between carriers.

The net balance at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure will be the quantity received or delivered by Carrier.

Pursuant to Item No. 70, quantities of Petroleum Products transported may be adjusted to allow for inherent losses, including but not limited to metering differences, shrinkage, evaporation, interface losses and normal "over and short" losses. Carrier shall use commercially reasonable efforts to minimize such losses. Gains and losses will be allocated to each Shipper for each Operating Month in proportion that the quantity of Petroleum Products transported by such Shipper bears to the total quantity of Petroleum Products transported by all Shippers for that Operating Month.

Item 30 Commingling

Petroleum Products will be accepted for transportation only on condition that it shall be subject to normal changes in general characteristics while in transit as may result from the commingling of such Petroleum Products with the other Petroleum Products in the Pipeline and/or storage receptacles of Carrier or a connecting carrier.

Carrier will not be liable for variations in quality of Petroleum Products occurring while in its custody or as a result of commingling and is under no obligation to deliver the identical Petroleum Products as received or Petroleum Products of the same quality specifications.

When both receipts from and/or deliveries to a connecting carrier of Petroleum Products are scheduled at the same interconnection, Carrier reserves the right, with cooperation of the connecting carrier, to offset like volumes of such common stream Petroleum Products. When this right is exercised, Carrier will make deliveries for the Shipper involved from its substantially similar common stream Petroleum Products.

Item 35 Facilities Required at Origin and Destination

Petroleum Products will be received for transportation only when Shipper has provided facilities satisfactory to originating and delivering carriers for delivering Petroleum Products to the Pipeline at terminal of receipt and for receiving said Petroleum Products as it arrives at destination.

In the event Shipper fails to provide or designate adequate facilities for receipt at the destination point, or in the event Shipper or its Consignee refuses to accept Shipper's Petroleum Products at the destination point, Carrier shall have the right to make whatever arrangements for disposition Carrier deems appropriate, at Shipper's sole cost and expense, to deliver the Petroleum Products from Carrier's facilities, including the right of public or private sale in a commercially reasonable manner. Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier shall pay itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Petroleum Products until disposed of and the balance shall be held for whomsoever may be lawfully entitled thereto.

Item 40 Origin Facilities Required for Automatic Custody Transfer

When Shipper or its Consignee elects to deliver Petroleum Products to Carrier at the origin point through automatic custody transfer facilities (in lieu of storage receptacles), Shipper or its Consignee will furnish the required automatic measuring and sampling facilities. The design, construction, and calibration of such facilities must be approved by Carrier and any appropriate regulatory body.

In the event automatic custody transfer is made by a metering facility, Shipper or its Consignee will also furnish whatever pumping service is required to ensure that the Petroleum Products being delivered through the meter is at a pressure in excess of the true vapor pressure of the liquid.

Item 45 Application of Rates and Charges

Petroleum Products accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Petroleum Products by Carrier. Linefill and/or tank bottoms withdrawn from Carrier's system shall also be subject to transportation charges in effect on the date of return to Shipper. Transportation and all other lawful charges will be collected on the basis of net quantities of Petroleum Products delivered at the destination point. All net quantities will be determined in the manner provided in Item No. 25.

Item 50 Notice of Arrival, Delivery at Destination

Carrier will transport Petroleum Products with reasonable diligence, considering the quality of the Petroleum Products, the distance of transportation, operational restrictions, and other material elements, but may at any time after receipt of a consignment of Petroleum Products, upon twenty-four (24) hours' notice to the Shipper and/or Consignee, tender Petroleum Products for delivery from its common stock at the destination point. After expiration of said 24-hour notice, Carrier's liability for loss, damage or delay with respect to Petroleum Products offered for delivery but not taken by Shipper or Consignee shall be that of a warehouseman only. If the Shipper or Consignee is unable or refuses to receive said Petroleum Products as it arrives at the specified destination, Carrier reserves the right to make arrangements, at Shipper's sole cost and expense, for disposition of the Petroleum Products, including proceed to sell such Petroleum Products, in accordance with the applicable provisions of state law.

Item 55 Proration of Pipeline Capacity

If, during any period, the total volume of Petroleum Products Nominated by Shippers for transportation over any segment of the Pipeline is in excess of the available operational capacity of said segment, Carrier shall allocate transportation capacity among Shippers in accordance with the "*ET Sabina Pipeline LLC Proration Policy Petroleum Products Pipelines*" effective December 15, 2024. The proration policy will be provided upon request by the person listed as compiler on the title page of these Rules and Regulations.

Item 60 Payment of Transportation and Other Charges; Finance Charges; Lien; Set-Off

The transportation and all other charges accruing on all Petroleum Products accepted for shipment on the Pipeline, and any deficiency payments under TSAs, each at the applicable rate, shall be paid in accordance with Carrier's invoice terms and these Rules and Regulations. Carrier shall issue invoices for transportation and other charges accruing on Petroleum Products shipments and any such deficiency payments on a monthly basis. If a Shipper fails to pay, or is late in making payment of, transportation or other charges, or Carrier reasonably believes a Shipper may not have the capacity to perform any financial obligations that could arise from the transportation of Shipper's Petroleum Products, Carrier may, at Carrier's option, require Shipper to (a) pay all charges in advance, (b) provide a parental guaranty from a creditworthy parent, or (c) provide an irrevocable letter of credit satisfactory to Carrier. Any such letter of credit or parental guaranty shall be in form and substance reasonably acceptable to Carrier. For Petroleum Products not released due to failure of Shipper to pay or left in Carrier's custody after the scheduled delivery time has expired, Carrier may assess reasonable storage charges and other reasonable charges (including any reasonable attorney fees and court costs) incurred with the preservation or sale of Shipper's Petroleum Products.

If such charges are not paid by the due date stated on the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at the rate equal to one-hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A., New York, New York as of the due date or the maximum finance charge rate allowed by law, whichever is less.

Petroleum Products owned by Shipper and accepted for such transportation shall be subject to a lien and security interest in favor of Carrier. This lien and security interest shall secure: (1) all transportation and any other charges due or to become due from Shipper under the terms of these Rules and Regulations; and (2) all costs and expenses of Carrier in exercising any of its rights detailed in this Tariff, including, but not limited to, reasonable attorney fees, storage charges, and settlement of conflicting liens. At Carrier's request, Shipper shall execute all such agreements and do all such things as Carrier shall reasonably request in connection with the creation or perfection of such lien and security interest. The lien provided herein shall be in addition to any lien provided by statute or common law.

Carrier reserves the right to set-off any such charges against any monies owed to Shipper by Carrier or any Petroleum Products of Shipper in Carrier's custody. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

Item 65 Warranties

Shipper warrants that the Petroleum Products Tendered to Carrier will conform with the applicable Quality Specifications stated in Item No. 15, will be merchantable and will not be contaminated. Shipper will be liable to Carrier for any damages or losses to the extent arising from Shipper's breach of this warranty; provided that Shipper shall not be liable for special, incidental or consequential damages, except Shipper shall be liable to Carrier to the extent Shipper's breach of this warranty results in special, incidental or consequential damages (collectively, "Other Damages") that are required to be paid by Carrier to third parties in connection with any third party claim. For avoidance of doubt, deficiency payments to be paid by a Committed Shipper pursuant to a TSA shall be deemed direct damages and not excluded by this Item No. 65.

If Carrier receives a third party claim for Other Damages arising from a breach of Shipper's warranty for which Carrier proposes to seek reimbursement from Shipper pursuant to this Item No. 65, Carrier shall give prompt written notice of such claim to Shipper (provided that failure to give notice of such claim shall not relieve Shipper of its obligation in this Item No. 65 except to the extent Shipper is actually prejudiced by such failure). If Shipper requests in writing to participate in the defense of such claim within fourteen (14) days of such notice, Carrier and Shipper shall jointly defend such a claim pursuant to a joint defense agreement reasonably acceptable to Carrier and Shipper.

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 PETROLEUM PRODUCTS DELIVERED AT THE DELIVERY POINT.

Item 70 Exemption of Liability

Carrier will not be liable for any loss of Petroleum Products or damage thereto or delay caused by an Act of God, fire, explosion, storm, flood, electrical malfunction, war, rebellion, insurrection, strike, breakage or accident to machinery or equipment, difference with workmen, the public enemy, quarantine, the authority of law, riots, the act of default of Shipper or consignee, or from any cause not due to the negligence of Carrier. In case of loss or damage from causes other than the negligence of Carrier, such loss or damage shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments or portions thereof, then in custody of Carrier for shipment via the Pipeline or other facilities in which the loss or damage occur. Consignee shall be entitled to receive only that portion of a Shipper's shipment remaining after deducting its proportion of such loss or damage, determined as aforesaid, and Shipper shall be required to pay transportation charges only on the quantity delivered. Carrier's custody of the Tenders shall end when Petroleum Products has been delivered into Shipper's or its Consignee's facilities at the destination point.

Except in force majeure situations described or referenced above, the correction of a nonconformity, the payment of the difference between the reference price for similar Petroleum Products in the area of origin and the value of the degraded Petroleum Products, or the replacement of the Petroleum Products, at Carrier's option, will constitute fulfillment of all liabilities of Carrier whether the liabilities are based on contract, negligence or otherwise. CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES.

The reference prices for each type of Petroleum Products and the methodology for calculating the value of any overage or shortage periodically will be provided to Shipper in a letter from Carrier in advance of the effective date of any revision in the reference prices or methodology.

If Shipper does not own Petroleum Products nominated or Tendered by Shipper pursuant to these Rules and Regulations, Shipper shall indemnify and hold harmless Carrier from and against any and all reasonable losses, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Carrier that would not have been suffered or incurred by Carrier if the owner of such Petroleum Products had itself nominated and Tendered such Petroleum Products to Carrier.

Item 75 Carrier's Remedies

The transportation of Petroleum Products may be refused, terminated, diverted or returned if Carrier determines or is advised that the Petroleum Products does not meet the requirements of these Rules and Regulations. Except for any charges and expenses deducted from the proceeds of any sale in accordance with the following sentence, Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in returning or otherwise disposing of such non-

conforming Petroleum Products. If Carrier shall sell such non-conforming Petroleum Products, the balance of any proceeds of sale, after Carrier shall have paid itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the Petroleum Products until disposed of, shall be held for whomsoever may be lawfully entitled thereto.

Additionally, Carrier reserves the right to sample and test Petroleum Products Tendered by Shipper. If the Petroleum Products does not meet the applicable Quality Specifications set forth in Item No. 15, Carrier reserves the right to take appropriate action, including but not limited to: (1) requiring the Shipper to test its Petroleum Products at Carrier approved laboratory, at Shipper's expense, prior to Tender to ensure the quality is consistent with Carrier's Quality Specifications; (2) suspension; and (3) permanent disconnection.

Item 80 Pipeage Contracts Required

Separate pipeage contracts in accordance with these Rules and Regulations covering further details may be required of a Shipper before any duty to transport will arise.

Item 85 Claims and Times for Filing

As a condition precedent to recovery for loss of or damage to shipments, claims must be filed in writing with Carrier within nine (9) months after delivery of Petroleum Products or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits arising out of such claims must be instituted against Carrier within two (2) years from the time when the Carrier delivers, or Tenders delivery of the Petroleum Products or, in case of failure to make or Tender of delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

Item 90 Application of Rates from and to Intermediate Points

Carrier will receive Petroleum Products for pipeline transportation only from and to established origin and delivery stations or terminals.

Petroleum Products received from an established origin station on the Pipeline, which is not named in a tariff making reference hereto, but which is intermediate to a point from which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect from the next more distant point published in the tariff.

Petroleum Products delivered to an established delivery station or terminal on the pipeline, which is not named in a tariff making reference hereto, but which is intermediate to a point to which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect to the next more distant point published in the tariff.

Item 95 Intrasystem Transfers

Carrier will allow Shipper Transfers and/or Title Transfers for Petroleum Products in custody of Carrier, subject to payment of a charge of two hundred fifty dollars (\$250.00) for each such transfer by the party directing any such transfer to Carrier.

The party accepting volumes on a Shipper Transfer shall become the Shipper of record. The Shipper Transfer must be made at point of origin.

A transfer request, if accepted, must be confirmed in writing, e-mail or by facsimile by both the transferor and the transferee within forty-eight (48) hours after the transfer request. Such transfer request will indicate the party to which the transfer is to be made, the amount of Petroleum Products to be transferred, and its location.

Intrasystem transfers will not be recognized by Carrier for Petroleum Products in Carrier's custody, except for transfers resulting from application of Item No. 95 herein.

Carrier will incur no liability for any losses or damage incurred by any Shipper or owner involved in any intrasystem transfer.

Item 100 Corrosion Inhibitors

Carrier reserves the right to inject or approve the injection of corrosion inhibitors in Petroleum Products to be transported so long as the commingled stream of Petroleum Products continues to meet the Quality Specifications in Item No. 15.

Item 105 Commodity

Carrier will not accept any commodities other than Petroleum Products for transportation on the Pipeline.

Item 110 Charges for Spill Compensation Acts and Regulations

Without duplication, in addition to the transportation charges and all other charges accruing on Petroleum Products 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 in connection with such Petroleum Products pursuant to any federal, state, or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such Petroleum Products within its jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or the reimbursement of persons sustaining a loss therefrom; provided, however, that payment of such charge shall not be construed as an assumption of liability by Shipper for spills, contamination or loss.

Item 115 Agents

A Shipper may, by notice in writing to Carrier, authorize an agent (an "Agent") to perform some or all of Shipper's obligations, or act on Shipper's behalf in complying with the procedures, set forth or provided for in these Rules and Regulation. Shipper shall be liable for and bound by any and all acts or omissions of the Agent in performing such obligations or complying with such procedures. Carrier shall be entitled to rely on any such authorization unless and until it shall have received notice in writing from Shipper that such authorization has been terminated.