

GENESIS PIPELINE USA, L.P.

LOCAL TARIFF

APPLYING ON

CRUDE PETROLEUM

From

POINTS IN FLORIDA

To

POINTS IN ALABAMA

The rates named in this tariff are for the transportation of crude petroleum by pipe line, subject to the rules and regulations published herein.

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

This tariff is filed in compliance with 18 CFR § 342.3 (Indexing).

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RULES AND REGULATIONS

Item No. 5 DEFINITIONS:

"A.P.I Gravity", as used herein, means gravity determined in accordance with American Society for Testing Materials Designation D-287.

"Barrel", as used herein, means 42 United States gallons of Crude Petroleum at a temperature of sixty degrees Fahrenheit (60° F).

"Carrier", as used herein, means Genesis Pipeline USA, L.P.

"Crude Petroleum", as used herein, means the direct product of oil wells, indirect petroleum products resulting either from refining crude petroleum or from the operation of gasoline recovery plants, gas recycling plants or distillate recovery equipment in gas and distillate fields, or a mixture of the direct product and indirect petroleum products.

"Nomination," as used herein, means a written designation by a Shipper to the Carrier of an approximate quantity of crude petroleum for transportation from a specified origin point(s) to a specified destination point(s) over a period of one operating month in accordance with these rules and regulations.

"Operating Month," as used herein, for a Shipper or Transferor means any calendar month in which the Carrier either transports crude petroleum or recognizes and records a change in ownership of crude petroleum for the account of such party. For purposes hereof the calendar month shall be deemed to begin at 7:00 a.m. (Central Time) on the first day of such month.

"Shipper," as used herein, means the party who contracts with the Carrier for the transportation of crude petroleum subject to and in accordance with these rules and regulations subject to the rate on the applicable tariff.

"Tender," as used herein, means an offer by a Shipper to the Carrier of an approximate quantity of crude petroleum for transportation from a specified origin point(s) to a specified destination point(s).

"Transferor," as used herein, means the party who requests the Carrier to recognize and record a change in ownership of crude petroleum from its account to a designated Transferee's account.

Item No. 10. SHIPMENT OF INDIRECT PETROLEUM PRODUCTS: Indirect petroleum products will be accepted for transportation only on condition that they have been mixed with direct products of oil wells, or on condition that they can be mixed with direct products of oil wells in the tanks or lines of Carrier at the point offered, and provided that both the indirect products and the direct oil well products with which they are so mixed are owned by the same shipper and are consigned to the same destination, and that the resultant mixture conforms to the specifications as to quality, provided for in Item No. 15 hereof. Carrier reserves the right to require that all deliveries of indirect petroleum products with a vapor pressure in excess atmospheric pressure be made from pressurized tanks. The shipper shall provide arrangements whereby such tanks shall be kept under constant pressure during the time liquid is being run from said tanks by charging, from an external source, the vapor space of the tanks with vapors of the same indirect petroleum product being run.

Item No. 15. SPECIFICATIONS AS TO QUALITY AND LEGALITY OF SHIPMENTS: Carrier reserves the right to reject any and all of the following shipments:

- A. Crude petroleum having a vapor pressure in excess of ten pounds absolute at a temperature of 100 degrees Fahrenheit and/or an A.P.I. gravity in excess of 120.9 degrees.
- B. Crude petroleum having a temperature in excess of 120 degrees Fahrenheit.
- C. Crude petroleum containing basic sediment, water or other impurities totaling in excess of one half of one percent (1/2%) as determined by centrifugal tests, or by such other tests as may be agreed upon by the Shipper and Carrier.
- D. Crude petroleum where the Shipper or Consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regulating shipments of crude petroleum.

Item No. 16. TIME FOR SUBMITTING NOMINATIONS: The Carrier is under no obligation to accept a tender of crude petroleum for shipment for any operating month unless the shipper submits its nominations to Carrier on or before the 25th day of the preceding calendar month.

Crude petroleum tendered for shipment through the lines of the Carrier will be received when nominations from the Shipper show the point at which the crude petroleum is to be received, point of delivery, consignee, and amount of crude petroleum to be transported. Carrier may refuse to accept crude petroleum for transportation unless

satisfactory evidence is furnished that the Shipper or Consignee has made provisions for prompt receipt thereof at destination.

Item No. 21. LINE FILL AND TANK BOTTOM INVENTORY: Either prior to or after the acceptance of Petroleum for transportation through the System, Carrier may, upon reasonable notice, require each shipper to provide a pro rata part of the Volume of Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the System. Petroleum provided by a shipper for this purpose may be withdrawn from the System only with the prior approval of Carrier or after reasonable notice of such Shipper's intention to discontinue shipment in the System pursuant to Carrier's applicable tariff or tariffs.

Item No. 25. RECEIPT, DELIVERY AND IDENTITY OF SHIPMENTS:

- A. Crude petroleum received for transportation will be received into the pipe lines of Carrier only on the condition that:
- a. A minimum aggregate quantity of 10,000 barrels consigned to the same destination, is available from all shippers at the point of reception, either immediately on the date of the nomination, or within a subsequent period of time which Carrier considers necessary in view of pipe line facilities available for handling the crude petroleum as it is received, and,
 - b. It shall be subject to such change in gravity or quality as may result from the mixture of indirect petroleum products with the direct products of oil wells in the tanks or lines of Carrier, as provided in Item No. 10 above; and,
 - c. If the crude petroleum received for shipment is of such kind or quality as would damage the quality of other shipments then being transported to the same or different destinations through the same lines through which the crude petroleum would move, it will be received only if Carrier has facilities for transporting it without damaging the quality of other shipments.
- B. Carrier will be under no obligation to deliver the identical crude petroleum received and reserves the right to make deliveries out of its common stock.

Item No. 30 APPORTIONMENT WHEN NOMINATIONS ARE IN EXCESS OF FACILITIES: When there shall be nominated to Carrier for transportation more crude petroleum than can be immediately transported, the transportation furnished by Carrier shall be apportioned among all Shippers in proportion to the amounts nominated by each, based on the capacity of the System or any line segment thereof. No nominations shall be considered beyond the amount which the party requesting shipment has readily accessible for shipment. If a Shipper is unable to tender crude petroleum equal to the space allocated to it, its volumes for the succeeding month may be reduced by the amount of allocated throughput not utilized during the preceding month if apportionment is necessary.

When nominations submitted by Shippers to Carrier on or before the twenty-fifth (25th) of the month preceding the operating month do not exceed the capacity of the System or any line segment thereof, additional nominations may be accepted by the Carrier to fill capacity. These additional nominations will be accepted only if they do not impair the movement of crude petroleum nominated before the twenty-fifth (25th) of the preceding month.

Item No. 35. APPLICATION OF RATES: Crude petroleum accepted for transportation shall be subject to the rates in effect on the date of receipt by Carrier, irrespective of the date of nomination.

Item No. 40. LIABILITY OF CARRIER: Carrier in possession of crude petroleum herein described, shall not be liable for any loss thereof; damage thereto; or delay caused by fire, storm, flood, epidemics, Act of God, riots, strikes, insurrection, rebellion, war, act of the public enemy, quarantine, the authority of law, requisition or necessity of the Government of the United States in time of war or default of Shipper or Owner or from any other cause not due to the negligence of the Carrier. In case of loss of any crude petroleum from any such causes, after it has been received for transportation and before the same has been delivered to Consignee, Shipper shall stand a loss in such proportion as the amount of his shipment, already delivered to Carrier, bears to all of the crude petroleum then in the custody of Carrier, for shipment via the lines or other facilities in which the loss or damage occurs, and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of his due proportion of such loss, but in such event Shipper shall be required to pay charges only upon the quantity delivered.

Item No. 45. DESTINATION FACILITIES: Carrier will accept crude petroleum for transportation only when the Shipper or Consignee has provided the necessary facilities for receiving the shipment as it arrives at destination.

Item No. 50. CRUDE PETROLEUM INVOLVED IN LITIGATION: Crude petroleum which is in any way involved in litigation, or which is encumbered by a lien or charge of any kind, will not be accepted for shipment, unless and until the Shipper or Consignee shall furnish a bond or other form of indemnity satisfactory to Carrier, protecting any liability or loss arising as a result of such litigation, lien or charge.

Item No. 55. PAYMENT OF TRANSPORTATION AND OTHER CHARGES: The Shipper or Consignee shall pay all applicable gathering, transportation and all other lawful charges accruing on petroleum delivered to and accepted by Carrier for shipment, and if required, shall prepay or guarantee the same before acceptance by Carrier, or pay the same before delivery. Carrier shall have a lien on all petroleum in its possession belonging to Shipper or Consignee to secure the payment of any and all unpaid gathering, transportation, or any lawful charges that are due Carrier that are unpaid by Shipper or Consignee, and may withhold such petroleum from delivery until all unpaid charges have been paid.

If any charge remains unpaid after the due date of Carrier's invoice, then such amount due shall bear interest from the date of the invoice until paid, calculated at an annual rate equivalent to 125% of the prime rate of interest, as of the date of Carrier's invoice, charged by the Citibank N.A. of New York, New York, for ninety (90) day loans made to substantial and responsible commercial borrowers or the maximum rate allowed by law, whichever is the lesser. If the invoice is not paid within thirty (30) days from the date of invoice, Carrier shall have the right, either directly or through an agent, at any time after such thirty (30) day period to sell any petroleum of such shipper in its custody at public auction, on any day not a legal holiday, not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city, or general area where the sale is to be held, stating the time and place of sale and the quantity and location of the petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. The proceeds of disposition shall be applied in the following order: (A) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (B) To the satisfaction of the indebtedness secured hereby including interest herein provided from date of invoice to date of sale. The balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be entitled thereto.

Item No. 60. CLAIMS, SUITS AND TIME FOR FILING: As a condition precedent to recovery, 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; and suits shall be instituted against Carrier only within two years and one day from the day when 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 are not filed or suits are not instituted thereon, in accordance with the foregoing provisions, Carrier shall not be liable and such claims will not be paid.

Item No. 65. APPLICATIONS OF RATES FROM AND TO INTERMEDIATE POINTS: For shipments accepted for transportation from any point not named in tariffs making reference hereto which is intermediate to a point from which rates are published in said tariffs, through such unnamed point, the rate published therein from the next more distant point specified in the tariff will apply from such unnamed point. For shipments accepted for transportation to any point not named in tariffs making reference hereto which is intermediate to a point to which rates are published in said tariffs, through such unnamed point, the rate published therein to the next more distant point specified in the tariff will apply.

Item No. 70. GAUGING AND TESTING: Crude petroleum nominated to Carrier for transportation shall be gauged and tested by a representative of Carrier prior to its receipt from the Shipper, but the Shipper shall have the privilege of being present or represented at the gauging and testing. Quantities shall be computed from the tank tables on a 100 percent volume basis, or, when agreed upon, quantities may be measured through meters. All shipments of required specifications will be received and delivered with volume corrected as to temperature from observed degrees Fahrenheit to 60 degrees Fahrenheit. A centrifuge machine, or other methods agreed upon, shall be used for ascertaining the percentage of basic sediment, water or other impurities in the shipment and the full amount of basic sediment, water and other impurities, thus determined, shall be deducted from the corrected volume.

Item No. 75. EVIDENCE OF RECEIPTS AND DELIVERIES: Crude petroleum received from the Shipper and crude petroleum delivered to the Consignee shall, in each instance, be evidenced by tickets, showing opening and closing tank gages or meter readings, as applicable, temperature, basic sediment and water, and any other data essential to the determination of the quantity. Such tickets shall be jointly signed by representatives of Carrier and Consignee, as appropriate, and shall constitute full receipt for: (a) The crude petroleum received; and (b) Crude petroleum delivered.

Item No. 80. QUANTITIES DELIVERABLE: The quantities deliverable by Carrier shall be the net corrected volume, as outlined in Item No. 70, less two tenths of one percent (.2%) for losses during transportation. Transportation charges will be assessed on the net balance thus reduced.

Item No. 91. INTRASYSTEM CHANGE IN OWNERSHIP: Notice of change in ownership of crude petroleum will be recognized and recorded only where such crude petroleum entered the Carrier's System and only on a monthly basis. Statements denoting ownership transactions will be provided to the applicable Transferors and Transferees. The Carrier will not provide any information as to the quality of the crude petroleum subject to changes in ownership except for gravity on current receipts when requested. A Transferor will be permitted to make only one transfer at a

location per month. The Transferee will thence become the Shipper and pay all tariff charges from the transfer location.

The Carrier shall not be obligated to recognize and record changes in ownership of crude petroleum during any operating month unless the Transferor and Transferee requesting the Carrier to recognize and record the change in ownership shall, each, on or before the 25th day of the preceding calendar month provide written notice to the Carrier containing like data relative to the kind, quantity, source, location, Transferor and Transferee of the crude petroleum. The Carrier shall not be obligated to accept any modification in said notice unless confirmed in writing by the Transferor and Transferee on or before the last day of the calendar month preceding the operating month.

When the quantity of the crude petroleum received during the operating month is not equivalent to the quantity of the crude petroleum subject to the notice of change in ownership, the Carrier will recognize and record the change in ownership only to the extent of the quantity received.

A notice of change in ownership of crude petroleum shall be deemed: a warranty that the Transferor has unencumbered title to the crude petroleum identified in its notice at the time of change in ownership.

TABLE OF RATES

FROM	TO	RATE IN CENTS PER BARREL OF 42 U.S. GALLONS
Jay, Santa Rosa County, Florida Walnut Hill, Santa Rosa County, Florida	Saraland Terminal, Mobile County, Alabama	[I] 100.98
	EOTT Pipeline Ten Mile Point Terminal, Mobile County, Alabama	

GATHERING CHARGES

For gathering charges into point of origin listed above, see Genesis Pipeline USA, L.P.'s local tariff F.E.R.C. No. 22.0.0 or successive reissues thereof. Such charges will be in addition to the transportation rate shown above.

EXPLANATION OF REFERENCE MARKS

[I] Increased rate