HEARTLAND PIPELINE COMPANY

Local Tariff

Containing

RULES AND REGULATIONS

Governing the Interstate Transportation of

PETROLEUM PRODUCTS

BY PIPELINE

GENERAL APPLICATION

Carrier will undertake the transportation of petroleum Products, only as defined herein, receiving and delivering such petroleum Products through its own pipelines and pipelines of connecting carriers and not otherwise, subject to the rules and regulations contained in this tariff publication.

The Rules and regulations published herein apply only under tariffs making specific reference by FERC number to this tariff; such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

Explanation of Reference Marks

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

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

[N] Filed in compliance with the provisions of 18 C.F.R. § 341.3 (Form of Tariff)

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General Application of Tariff

The services covered by this tariff, that is, the transportation and handling of Product between the origin points and destination points name herein, shall be provided only in accordance with the General Rules and Regulations published herein.

General Rules and Regulations

Item 1 - Definitions

A. "Barrel" - The volume of product contained in a barrel as used herein shall consist of forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and equilibrium vapor pressure.
B. "Carrier" - Heartland Pipeline Company and other pipeline companies, which may, by proper concurrence, be parties to joint tariffs incorporating these regulations by specific reference.
C. "Shipper" - The party or parties who contract with Carrier for the transportation of a shipment of Product under the terms of this tariff.
D. "Product(s)" - Unleaded gasoline, premium unleaded gasoline, and diesel.

Item 5 - Shipment Acceptability

Carrier is engaged in the transportation of Product as herein defined and will not accept any other commodity for transportation under this tariff. Product will be accepted for transportation only at such time as Product of the same quality and specifications are currently being transported or scheduled to be transported from receiving point to terminal point. Carrier will transport Product as defined herein with reasonable diligence, considering the quality of such Product, the distance of transportation and other material elements.

Carrier will transport and deliver Products with reasonable diligence and dispatch considering the quantity and quality of the Products, the distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market.

Carrier reserves the right to refuse transportation for any Products that does not conform to Carrier's Product specifications with an effective date of [W] April 1, 2021 ~~October 1, 2015~~. A current copy of Carrier's Product specifications may be obtained upon request from the compiled person listed on the Title Page of this Tariff or on the Phillips 66 Pipeline LLC website: https://www.phillips66midstream.com/EN/Pages/pipeline-specs.aspx

Carrier may require Shipper to furnish a certificate setting forth in detail specifications, including all additives and inhibitors, of each shipment of Product(s) offered for transportation hereunder. Shipper shall be liable for any contamination or damage to other Product(s) in Carrier's custody, or to Carrier's pipeline or other facilities caused by failure of the Product(s) delivered by Shipper to meet the specifications stated in Shipper's certificate. Carrier may, but shall not be required to, sample and/or test any shipment prior to acceptance or during receipt of shipment, and in the event of variance between the specifications contained in said certificate and specifications indicated by Carrier's test, Carrier's test results shall prevail.

Shipper shall be responsible for all reasonable costs incurred by Carrier resulting from Carrier's receipt of any petroleum Products that do not comply with the Heartland Pipeline Company Product Specifications document.

Item 10 - Scheduling Shipments

Shippers desiring to transport Product shall furnish a shipment notice to Carrier specifying origin, destination, Product, and volume for each calendar month on or before the tenth day of the preceding calendar month. If Shipper does not furnish such notice, Carrier is under no obligation to accept Product for transportation.

Item 15 - Facilities at Origin and Destination

Carrier will provide no storage facilities at origin and destination stations. Shipments will be accepted for transportation only when Shipper has provided facilities at the points of origin which are capable of delivering Product at pressures and pumping rates required by Carrier and for receiving same without delay upon arrival of destination.

Item 20 - Minimum Shipment

A. A shipment of 10,000 Barrels or more of the same quality and specifications of Product shall be accepted for transportation at one point of origin from one Shipper.

B. Carrier may elect to accept a shipment of less than 10,000 Barrels of the same quality and specifications of Product for transportation at one point of origin from one Shipper, but if Carrier makes such election, such shipment may be received subject to delay, at Carrier's discretion, until Carrier has accumulated at the same point of origin 10,000 Barrels of Product of the same specification from the same or other Shippers.

Item 25 - Minimum Consignment

A total of not less than 5,000 Barrels of Product may be consigned simultaneously by one or more Shippers to any destination.

Item 27 - Buffer Material

In the transportation of Product, the Carrier, as a condition of shipment to protect the quality of such Product, may require the Shipper to furnish buffer material in kind, quality, and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other Product commingled with it, into facilities, which shall be supplied by the Shipper or consignee at destination of Carrier's choice.

The Carrier reserves the right to determine the quality and quantities of Product commingled and included in deliveries of buffer material to the Shipper or consignee at destination, and Shipper shall pay charges on such Product in accordance with Carrier's currently effective tariff for like Product.

Item 30 - Demurrage Charges

In order to provide space for delivery of succeeding shipments in Carrier's tankage and to otherwise prevent or relieve congestion, Carrier may give notice to consignors or consignees to remove Product from such terminal facilities. Product specified in the notice which are not removed at the close for a five (5) day period, beginning the day after such notice is sent by the Carrier, shall be subject to demurrage charge of [U] one and one-half (1.5) cents per Barrel per day until removed. Demurrage charges shall be payable upon presentation of bill by the Carrier.

Item 40 - Measurement

All Products shall be measured at time of receipt and at time of delivery. Product originated to and delivered from Carrier's system will be measured on the basis of composite volume corrections for temperature from observed temperatures to 60 degrees Fahrenheit. Product quantities transported each month may incur inherent volumetric losses during the course of ordinary operations, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" ("Volume Adjustments"). Each Shipper will be responsible for its portion of the Volume Adjustments in the proportion that the quantity of Product transported by such Shipper bears to the total quantity of Product transported by all Shippers.

Item 45 - Identity of Shipments

Products will be accepted for transportation hereunder only on condition that same shall be subject to such changes in gravity, color, quality, or characteristics while in transit as may result from its mixture with other petroleum Products. The Carrier may inject corrosion inhibitor compound in the Product to be transported, and the Shipper will accept deliveries of shipment at destinations containing portions of the corrosion inhibitor compound.

Because of the impracticability of maintaining the exact identity of petroleum Product accepted for transportation, Carrier reserves the right to substitute for delivery a like volume of the same kind and quality.

Item 50-Product Subject to Liens or Involved in Litigation

Carrier shall have the right to reject any Product when offered for transportation which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind unless the Shipper can produce satisfactory evidence of Shipper's perfect and unencumbered title and/or satisfactory bond indemnifying Carrier against any and all loss.

Item 55-Payment of Carrier Charges and Carrier's Lien

Transportation and all other lawful charges accruing on Products accepted for transportation, shall be assessed by Carrier at the rate specified herein on the basis of quantities of Product delivered at the destination. Payment for all applicable charges shall be considered due upon presentation of statement of charges from Carrier. Carrier may require full or partial prepayment of transportation charges, letter of credit, or any other method deemed appropriate by Carrier at the time of Carrier's acceptance for transportation, or before release of Product from the custody of Carrier.

Carrier shall have a lien on all Product in its custody belonging to Shipper to secure payment of all unpaid transportation charges and any other lawful charges due from Shipper to Carrier, and Carrier may withhold all or a portion of said Products from delivery until all charges have been paid.

If such charges remain unpaid, Carrier, or Carrier's agent, shall have the right to sell such Products at public or private sale, on any date not a legal holiday and upon not less than seventy-two (72) hours' notice to Shipper. Said notice to Shipper shall include the time and place of the sale and the quantity and locations of the Products to be sold. From the proceeds of the sale, the transportation and all other lawful charges due from Shipper to Carrier, including the expenses incidentals to the sale, shall be paid, and the balance, if any, shall be remitted to the Shipper. Should the proceeds of such sale be insufficient to pay the transportation and other lawful charges, including expenses of sale, due from Shipper to Carrier, the Shipper shall remain liable to Carrier for the unpaid balance. For the purpose of this Item 55, Product shall mean all Shipper's petroleum products in Carrier's custody.

All notices required under this Item 55 shall become effective at time and date when Carrier delivers notice to Shipper.

Item 60-Dispostion of Shipment If No Facilities are Provided at Destination

In the event Shipper does not have adequate facilities available to receive any shipment at destination in accordance with Carrier's schedules, Carrier may make whatever disposition of such undelivered shipment, which is necessary in order to free its pipeline. Carrier shall not be liable to Shipper because of such disposition, and Shipper shall pay for all costs thereof the same as if Shipper had requested or authorized such disposition.

Item 62-Reconsignment

If no backhaul movement is required and if current operating conditions permit, Product in the custody of Carrier may be reconsigned to destinations named in tariffs making reference hereto, or to other destinations on other pipelines named in lawful tariffs concurred in by Carrier. No additional charge will be made for any such reconsignment; however, the products so reconsigned shall be subject to the rates, rules, and regulations applicable from point of initial origin to point of final destination in effect on the date of the origin of the shipment.

Item 65-Proration of Carrier's Capacity

If total volume for shipment during any one month exceeds the pipeline delivery capacity for such month, Products offered by each Shipper for transportation will be transported in such quantities and at such times to the limit of capacity so as to avoid discrimination among Shippers. Policy can be found on the Carrier's website at:
https://www.phillips66midstream.com/EN/Pages/Pipeline-Proration-Policies.aspx (Proration Policies)

Item 70-Liablity of Carrier

Carrier shall not be liable for any delay in delivery or damage to or loss of Product caused by an Act of God, public enemy, quarantine, authority of law, riots strikes, picketing, or other labor stoppages, whether of Carrier's employees or otherwise, fire, floods, or act or default of any Shipper, or the acts or third parties, or resulting from any other cause or circumstances not directly due to the sole negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In the event of damage to or loss of Product for which Carrier is not liable, such loss or the effect of such damage may be apportioned by Carrier to each shipment or portion thereof involved in the incident of loss or damage in the proportion that such shipment or portion thereof bears to the total of all Product involved in the incident of loss or damage, and the amount of Product ultimately delivered to each Shipper involved shall be determined in accordance with the foregoing.

If apportionment is made by Carrier, Carrier shall compute the quantity of damaged or lost Product and submit a statement to the Shippers involved showing he apportionment of the quantities of Product damaged or lost among the Shippers involved. Carrier reserves the right, as it sole and completed discretion, to institute legal or other proceedings to recover Product in–kind and/or monetary damages for Product lost or damaged under this Item. Upon recovery of Product in-kind and/or monetary damages, Carrier shall deduct the costs of recovery, including reasonable attorney's fees, and shall then apportion the remaining Product in-kind and /or monetary damages recovered among the affected Shippers in the same proportion as the allocated losses or damages.

Item 75-Claims, Time for Filing

Claim for any delay, damage to, or loss of Product must be made in writing to Carrier within nine (9) months after delivery at destination of the shipment involved, or, in case of failure by Carrier to deliver, then within nine (9) months after the date upon which delivery would have reasonably been completed by Carrier. Such written claim, made as aforesaid, shall be condition precedent to any suit on the subject matter of such claim.

Suit for any delay, damage to, or loss of Product shall be instituted within two (2) years and one (1) day after notice in writing is given by Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice.

Claims or suits for delay, damage to, or loss of Product not filed or instituted in accordance with the foregoing provisions will not be paid and Carrier will not be liable with regard thereto.

Item 80-Pipeage Contracts

Separate pipeage contracts, in accord with these Rules and Regulations, covering further details, may be required by Carrier before any duty of transportation shall arise.

Item 85-Corrosion Inhibitors

Shipper may be required to inject oil-soluble corrosion inhibitor, approved by Carrier, in the Product(s) prior to being transported.