Phillips 66 Carrier LLC

Local and Proportional Pipeline Tariff

Applying On

Petroleum Products

From	To
Various Points in Illinois, Kansas and Texas	**Various Points in Illinois, Kansas, Missouri and Oklahoma**

The rates named in this tariff are for the interstate transportation of Petroleum Products. Phillips 66 Carrier LLC will receive and deliver such Petroleum Products through its own pipelines, and not otherwise, subject to the rules and regulations contained herein.

Filed in compliance with 18 CFR § 342.3 (Indexing)

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

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Carrier will receive Petroleum Products for transportation from the named origins to the named destinations under the following conditions.

ITEM NO.	SUBJECT	RULES & REGULATIONS
5	Abbreviations And Definitions	"**Barrel**", as used in these rules and regulations, means forty-two (42) United States Gallons, measured at sixty degrees (60º) Fahrenheit. "**Carrier**", as used in these rules and regulations, means and refers to Phillips 66 Carrier LLC "**Consignee**" means and refers to the party having ownership of Petroleum Products transferred to them. "**Consignor**" means and refers to the party which transferred Petroleum Products to Carrier. "**EPA**" refers to the Environmental Protection Agency. "**Petroleum Products**" shall mean and be limited to Automotive Gasoline, Kerosene, Jet Fuel, JP8, Tractor Fuel, Diesel Fuel, Fuel Oil Distillates, Naphtha, Butane and diluents. "**Shipper**" means the party who contracts with the Carrier for transportation of Petroleum Products pursuant to the terms of this tariff. "**Tender**" means an offer by a Shipper to a Carrier of a stated quantity of Petroleum Products from the specified origin to a specified destination or destinations pursuant to the terms of this tariff. "**Transit Time**" means the time a shipment would take to move from origin to destination.
10	Scheduling of Shipments	Nominations of all Tenders to Carrier must be received by 2:00 p.m. on the 15th day of the calendar month preceding the calendar month during which transportation is to begin. Petroleum Products will be accepted for transportation at such times as Petroleum Products of the same quality and specifications are currently being transported in accordance with schedules of shipments established by the Carrier.
15	Origin and Destination Facilities	**FACILITIES REQUIRED AT ORIGIN AND DESTINATION** **SECTION A.** Carrier will provide no storage facilities at origin and destination stations. Petroleum Products will be accepted for transportation only when Shipper has provided equipment and facilities satisfactory to the Carrier for delivery of such shipments at Carrier's origin station and for receipt at Carrier's destination station at a pumping rate equal to Carrier's current rate of pumping and for receiving same without delay upon arrival at destination. **SECTION B.** In the event Consignor or Consignee fails to provide adequate facilities at the Destination for receipt as provided in Section A hereof, Carrier shall have the right, on 24 hours' notice, to divert or reconsign, subject to the rates, rules and regulations applicable from point of Origin to actual final Destination, or make whatever arrangements for disposition as are deemed appropriate to clear the Carrier's facilities, including the right of private sale for the best price reasonably obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, the Carrier shall pay itself all transportation and 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.
20	Minimum Tender	The minimum quantity of Petroleum Products which will be accepted at points of origin by the Carrier from one Shipper as a segregated batch shall be as follows: Origin — Batch Size (bbls) Borger — 20,000 Wichita — 20,000 Carrier may at its option, delay such Tender at point of origin until it has accumulated at that point a total of twenty-five thousand (25,000) Barrels of the same quality and specifications. Carrier's specifications are listed in the Phillips 66 Carrier LLC Products Specification document. This document is available upon request and is subject to change from time to time as a result of industry practices, governmental regulations, or reasonable operating requirements of the Carrier.
25	Minimum Consignment	Minimum consignment of any Petroleum Product to any terminal point shall be 2,000 Barrels.

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30	Identity of Shipment	All Petroleum Products that are determined to be compatible with system inventories will be accepted for transportation on the condition that Carrier will use due diligence to transport same to destination with minimum of contamination and to maintain the identity of each shipment. However, it being impractical to maintain the absolute identify of each shipment of Petroleum Products, reasonable substitution of Barrels of the same kind of commodity shall be permitted. In the case of products such as leaded aviation fuels and low sulphur distillates, which require extraordinary protection to avoid trace contaminants, consignee must provide acceptable buffers or must accept the interface mixture between such products and leading or trailing products or reimburse the Carrier for all costs involved in degrading such interface mixture to lower valued products.
35	Acceptance Free From Liens And Charges	Petroleum Products will be accepted for transportation only when free from all liens and charges.
40	Pipeage Contracts Required	Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed Shipper before any duty of transportation shall arise. Shipper shall be required to furnish all EPA regulated Product transfer documents.
45	Testing, Measurement and Deductions	Carrier may require Shipper to furnish laboratory reports showing the results of tests of the Petroleum Products offered for transportation or Carrier may make such tests as it deems desirable. Quantities at origin or destination will be determined by meters or by tank gauges. Shipper shall have the privilege of being present or represented at the time of testing or measurement. All such volumes will be corrected to standard conditions (60°F and equilibrium vapor pressure) by the application of correction factors listed in “Petroleum Measurement Tables” API Standard 2540, latest revision (Table 6A for JP-4; Table 6B for all other Petroleum Products) Pressure conditions will be made in accordance with the manual of Petroleum Measurements Standard, Chapter 11.2.1, latest revision. From the net quantities so determined for acceptance, a further deduction of [U] one quarter of one percent (1/4 of 1%) will be made to cover evaporation and loss. The balance will be the net quantities deliverable.
50	Payment Of Transportation And Other Charges	The transportation and all other applicable lawful charges accruing on Petroleum Products accepted for shipment, based on the rates applicable to the terminal points proper at which delivery is made, if required by Carrier, will be paid before release of Petroleum Products from the custody of the Carrier, or if required by Carrier, will be prepaid at point of origin. Petroleum Products accepted for such transportation shall be subject to a lien for all lawful charges.
55	Demurrage Charges At Destination	In order to provide space for delivery of succeeding shipments into Carrier’s facilities and otherwise to prevent or relieve congestion at Carrier’s terminal points, Carrier may give notice to Shippers or Consignees to remove Petroleum Products from Carrier’s facilities. Petroleum Products specified in the notice shall be determined on a first-in-first-out basis. Petroleum Products specified in the notice which are not removed at the close of a five (5) day period beginning the day after such notice is sent by Carrier will be subject to a demurrage period beginning the day after such notice is sent by Carrier will be subject to a demurrage charge of [U] one cent ($.01) a Barrel a day until removed. Demurrage charges are payable upon presentation of bill by Carrier.
60	Reconsignment	A change in designated origin point or reconsignment will be permitted provided such change or reconsignment does not adversely affect the operation on the Carrier’s pipeline system. Carrier shall have no obligation to honor any change in origin point unless the change is received by Carrier before 8:00 a.m. Central Time on Carrier’s second business day prior to the date the batch is being pumped. Carrier shall have no obligation to honor any change in delivery point or diversion unless the change is received by Carrier before 8:00 a.m. Central Time on Carrier’s second business day prior to the date the batch is to be diverted
65	Liability Of Carrier	Carrier shall not be liable for any delay in delivery or for any loss of Petroleum Products caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of Consignor or Consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Petroleum Products or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Petroleum Product in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and Consignee showing the apportionment of any such loss. Carrier operates under this tariff solely as a provider of transportation, storage, and terminaling services and not as an owner, manufacturer, or seller of the product transported or stored hereunder, and the Carrier expressly disclaims any liability for any expressed or implied warranty for products transported or stored hereunder including any warranties of merchantability or fitness for intended use. For all services provided for and received under this tariff, Shipper will indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney’s fees), including claims for personal injury, death, or property damage involving the Carrier, Shipper Consignee, or third parties based on or arising out of Carrier’s performance of such services where such services are performed in accordance with applicable federal, state, or local statues, regulations or ordinances. This indemnification shall include but not be limited to services such as the provision of emergency response numbers and shall include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other causes of action. Shipper shall not be obligated to indemnify, hold harmless, and defend Carrier to the extent Carrier’s failure to perform a service herein stated shall have caused the loss, claims or liabilities covered under this Item No. 65. This indemnification obligation shall not apply to losses or damages to the Petroleum Products transported or handled under this tariff, or for the failure of the Carrier’s obligation to maintain and operate its facilities in a proper operating condition.

ITEM NO.	SUBJECT	RULES & REGULATIONS
70	Claims, Time For Filing	Claims for any delay, damage to or loss of Petroleum Products must be made in writing to the Carrier within nine (9) months after delivery from the Carrier's facilities of the shipment involved at the destination to which such shipment was consigned, or in case of failure by Carrier to deliver, then within (9) months after the date upon which delivery would have reasonably been completed by Carrier. Such written claim as aforesaid will be a condition precedent to any suit. Suit for any delay, damage to, or loss of Petroleum Products must be instituted within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part thereof specified in the notice. Claims or suits for delay, damage to, or loss of Petroleum Products not filed or instituted in accordance with the foregoing provisions will not be paid and Carrier will not be liable.
85	Proration	As used in this Item No. 85, the following additional definitions apply: "**Proration Month**" is the calendar month for which space is being allocated. "**Calculation Month**" is the calendar month preceding the Proration Month, during which allocations for the Proration Month will be determined. "**Base Period**" is the 12 consecutive calendar month period immediately preceding the Calculation Month. A "**New Shipper**" is a Shipper who is not a Regular Shipper. A "**Regular Shipper**" is any Shipper who has a record of movements within the pipeline during each calendar month of the Base Period. When the total volumes so nominated for a calendar month exceed operating capacity, operating capacity will be allocated among Shippers by the following procedure: When the total volume of products tendered for the month exceed the capacity of the system or a portion of the system, the Carrier in its sole discretion will prorate injection and/or withdrawal capacity. The proration will be divided between Regular Shippers and New Shippers. The proration will be based on historical movements during the twelve months preceding the month for which proration is being determined. Ninety five percent (95%) of the total available capacity will be divided between all Regular Shippers and the remaining five percent (5%) of capacity will be divided between all New Shippers. (Details of the proration policy will be provided upon request).
90	Tax Registration	Consignors and Consignees shall be required to provide proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies, or assessments. Failure of the Consignor and Consignee to do so shall not relieve the Consignor or Consignee from the obligation to pay any such tax, levy, or assessment. Any tax, levy, assessment, or other charge imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item 50.
95	Application Of Intermediate Rates	The rates published in this tariff apply from established receiving stations of Carrier to the established delivery station at or near points named. From any point not named in this tariff which is intermediate to a point from which rates are published herein through such unnamed point, apply from such unnamed point the rate from the next more distant point. Pursuant to 18 CFR 341.10 a (2), "A carrier must file a tariff publication applicable to the transportation movements within 30 days of the start of the service if the intermediate point is to be used on a continuous basis for more than 30 days."
100	Line Fill Requirements	Each Shipper shall be required to supply a pro rata share of Petroleum Products necessary for pipeline and tankage fill to ensure efficient operation of the pipeline system. Petroleum Products furnished pursuant to this Item No. 100 will only be returned to Shipper after such Shipper has ceased shipping and after a reasonable period of time to allow for administrative and operational requirements associated with the withdrawal of such Petroleum Products.
102	Services Performed	The rates published in this tariff cover only the transportation of Petroleum Products by pipeline and include no other services.

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RULES AND REGULATIONS – Continued

ITEM NO. 105

Rates for the interstate transportation of Petroleum Products.

From	To	Rate In Cents Per Barrel (CPB) Of 42 U.S. Gallons
Borger, Texas[1]	Paola, Kansas	[I] 241.35
	Wichita, Kansas	[I] 190.46
Wichita, Kansas	East St. Louis, Illinois (Excluding Butane)	[I] 294.65
	East St. Louis, Illinois (Butane Shipments)	[I] 405.06
	Jefferson City, Missouri	[I] 215.91
	Kansas City, Kansas	[I] 165.11

1 - For all Barrels originating in Borger, Texas, Item 106 below Applies

ITEM NO. 106 **Processing Fee**

A Fee of [I] .83 cpb (Eighty three one hundredth cents per Barrel) will be added to cover the costs of Coalescing for all volume received into the pipeline from the Borger, Texas origin.

Explanation Of Abbreviation and Reference Marks

Abbreviation or Reference Mark	Explanation
[W]	Change in Wording Only
[I]	Increase
[U]	Unchanged Rate
F	Fahrenheit
°	Degrees
API	American Petroleum Institute