

Phillips 66 Carrier LLCLocal Tariff Applying On Petroleum Products
Subject to the Rules and Regulations Named Herein**Clean Products**

From	To	Rate in CPB of 42 US Gallons
Ponca City, Kay County, Oklahoma	Wichita, Sedgwick County, Kansas ⁴	[I] 150.43
	Mount Vernon, Lawrence County, Missouri ³	[I] 313.97
Wichita, Sedgwick County, Kansas (21 St. Junction)	¹ Ponca City, Kay County, Oklahoma	[I] 150.43
	Wichita, Sedgwick County, Kansas	[I] 37.61
Tulsa, Tulsa County, Oklahoma	Mount Vernon, Lawrence County, Missouri	[I] 313.97

Military Jet Fuel

From	To	Rate in CPB of 42 US Gallons
Ponca City, Kay County, Oklahoma	² McConnell Air Force Base, Sedgwick County, Kansas	[I] 153.05
Wichita, Sedgwick County, Kansas (21 St. Junction)	McConnell Air Force Base, Sedgwick County, Kansas	[I] 40.23

Natural Gas Liquids

From	To	Rate in CPB of 42 US Gallons
Ponca City, Kay County, Oklahoma	Wichita, Sedgwick County, Kansas (21 St. Junction)	[I] 305.14
Wichita, Sedgwick County, Kansas (21 St. Junction)	Ponca City, Kay County, Oklahoma	[I] 305.14

¹This movement can only be made in the Winter. See Rules and regulations item 15 for further information²This movement can only be made in the Summer. See Rules and regulations item 15 for further information³This destination allows shipments of NGL's⁴Carrier, at its sole discretion, may reverse the primary direction of this segment of the pipeline in order to accommodate shippers, as long as other shippers on the line are not adversely impacted. In such situations, Carrier will charge the currently published tariff for the requested reverse movements. Additionally, Carrier will pass through to the requesting shipper all incidental costs directly associated with reversing the pipeline.

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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Rules and Regulations

1. Definitions

- A. **"Barrel"** as used herein refers to forty-two (42) U.S. gallons.
- B. **"Petroleum Products"** as used herein refers to gasoline, petroleum fuel oil distillate, military and commercial jet fuel, kerosene, Natural Gas Liquids and special petroleum products.
- C. **"Carrier"** as used herein refers to Phillips 66 Carrier LLC
- D. **"Clean Products"** as used herein refers to gasoline, petroleum fuel oil distillate, commercial jet fuel and Kerosene
- E. **"Natural Gas Liquids"** as used herein refers to Butane, Isobutane and Propane

2. Specifications Required

Petroleum Products will be accepted for transportation at such times as Petroleum Products of same quality and specifications are currently being transported from receiving point to destination.

All additives and inhibitors to be included in shippers' Petroleum Products must first be approved by the Carrier before such Petroleum Products will be accepted for transportation.

Petroleum Products are to be free of any contamination or impurities that might render the products unusable for their commonly used applications or may be injurious to the pipeline's property or the property of 3rd parties, or may interfere with transmission through the pipeline. Specific contaminants include (but are not limited to) dirt, rust, scale, sediment and other types of solid contaminants, gum, gum-producing substances, oil, amine, caustics, chlorides, heavy metals, glycol, oxygenates or any compound added to enhance the ability to meet these specifications.

Shipper shall be responsible for all reasonable expenses incurred by Carrier resulting from Carrier's receipt of any Petroleum Products that do not comply with the requirements prescribed in this section.

3. Minimum Shipment

Each Shipper will be required to supply a pro rata share of Petroleum Products necessary for line fill to ensure efficient operation of Carrier's pipeline system. Shipments of Petroleum Products will be accepted for transportation in quantities of not less than as shown in the schedule below to the points indicated:

When Destination is:

Minimum Shipment Will Be:

McConnell Air Force Base, Kansas
Wichita, Kansas

} 5,000 Barrels (All Products)

Mt. Vernon, Missouri

10,000 Barrels (All Products)

Carrier will make deliveries to intermediate points, not the last destination, in quantities of not less than 6,000 Barrels; however, in this event the minimum shipment as shown above must be increased by the amount of intermediate deliveries.

Any shipper desiring pipeline transportation of Petroleum Products hereunder will, on or before the 15th day of the month, submit to the Carrier a notice of shipment of the quantity of Petroleum Products to be shipped during the following month. Unless such notification be made, Carrier will be under no obligation to accept Petroleum Products for transportation.

The primary and predominate direction of Petroleum Products flow for the pipeline on the Ponca City, OK/Wichita, KS segment is from a South to North direction (Ponca City to Wichita). Therefore, movements from Wichita to Ponca City will be made only as operating conditions allow and at the sole discretion of the operator.

4. 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.

5. Acceptance – Free From Liens and Charges

Carrier may decline to accept Petroleum Products for transportation which are involved in litigation or which are not free from liens or charges.

6. Gauging and Testing

Twenty-four (24) hours prior to acceptance of Petroleum Products for transportation, Carrier may test such Petroleum Products and may require from shipper a certificate setting forth in detail the specifications of each shipment of Petroleum Products which must indicate all additives and inhibitors included. Where shipment originates over system of a connecting pipeline, Carrier may require certificate setting forth in detail the specification of each shipment of Petroleum Products to be identified by batch number from the connecting pipeline twenty-four (24) hours prior to delivery of the shipment to Carrier. Quantities of Petroleum Products accepted for transportation and quantities delivered to shipper will be gauged or metered at Carrier's option. Both the Carrier and the shipper will have the privilege of witnessing gauges, meter readings, and tests to which shipments of Petroleum Products are subjected.

A tender deduction of **[U]** 1/10 percent by volume (or the financial equivalent) will be made on the quantity of Petroleum Products accepted for transportation.

7. Temperature Corrections

In measuring the quantity of Petroleum Products received and delivered, correction shall be made from volume at actual or observed temperature to volume at 60° Fahrenheit.

8. Identity of Shipment

Petroleum 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 shipments at destinations containing portions of the corrosion inhibitor compound.

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

9. Origin and Destination Facilities

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 at a pumping rate equal to Carrier's current rate of pumping and for receiving same without delay upon arrival at destination.

10. Transportation Charges

Transportation charges accruing on any shipment of Petroleum Products will be based on rates named herein on the quantity actually delivered at destination after making temperature adjustment as set forth in Item 7. Carrier may require that transportation charges be prepaid at point of origin or paid at destination prior to release of products from Carrier's custody. Petroleum Products accepted for transportation shall be subject to a lien for all lawful charges. In-transit storage in shipper's facilities will be permitted. Shipper will be charged monthly for all products received at intermediate points and thereafter for the difference, if any, in rates attributable to those volumes delivered to further destinations. Payments not received by Carrier in accordance with invoice terms shall be subject to a late charge at an annual interest rate of 12 percent.

All movements are subject to the transportation rates specified in this tariff. Deliveries (including deliveries back to Shipper) or displacements of line fill, caused by a line reversal, will also be charged the same transportation rates. Displaced line fill will be assumed to have originated from the point at which an injection is made to displace the line fill.

11. Reconsignment

If no out-of-line movement or back haul or interference with shipping schedule is required, diversion or reconsignment may be made without charge, provided notice is given no less than twenty-four (24) hours before scheduled arrival at original destination, subject to the rates, rules, and regulations applicable to point of final delivery as provided in this tariff.

12. Proration of Pipeline Capacity

If total volume for shipment during any one month exceeds the pipeline delivery capacity for such month, Petroleum Products offered by each shipper for transportation will be transported in such quantities and at such time to the limit of capacity so as to avoid discrimination among shippers. The proration policy for Phillips 66 Carrier LLC dated June 1, 2013 is available by contacting the individual listed under the "Compiled By" heading on the title page of the tariff or on the Phillips 66 Carrier LLC website: <https://www.phillips66.com/midstream/tariffs>

13. Liability of Carrier

While in possession of Petroleum Products for shipment, the Carrier shall not be liable for any loss thereof or damage thereto or delay, caused by the acts of God, public enemy, civil disorder, quarantine, authority of law, strikes, riots, fire, floods, or act or default of shipper or from any other cause not due to the negligence of the Carrier whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned to each shipment in the same proportion that such shipment, or part thereof, received and undelivered at the time such loss or damage occurs bears to the total of all shipments, or part thereof, then in the custody of the Carrier for transportation. Each shipper shall be entitled to receive only that portion of his shipment remaining after deducting his proportion, as so determined, of such loss or damage, and transportation charges shall be assessed only on the quantity delivered.

The Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Products transported, unless such discoloration, contamination, or deterioration results from negligence of the Carrier in movement or handling of the product through the facilities of the Carrier. In the event of such damage, each owner's share of the damaged product shall be in the same proportion as its share of the total quantity of shipments involved, and each such owner shall be allocated only its proportionate share of damaged product. The Carrier shall prepare and submit a statement to the owners showing the apportionment of the damaged product among the owners involved.

14. Claims, Time for Filing

Except where property is lost or damaged in transit by carelessness or negligence of the Carrier, claims for loss or damage must be made in writing to the Carrier within nine (9) months after delivery of the property or, in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and one (1) day after delivery of the property or, in case of a 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 the Carrier, suit must be brought 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 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 the Carrier will not be liable.

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15. Seasonal Routing

This pipeline system contains a bi-directional section between Ponca City and Wichita, Sedgwick County, Kansas. Due to seasonal demand for capacity, service will be primarily in the Northbound direction during the summer months (March 16-September 15) and in the Southbound direction in the winter season (September 16th-March 15th).

Service in the direction opposite the primary direction (secondary direction) will be provided on this section in a given month only when, and to the extent that, all volumes of Product nominated for movement in the primary direction on such section can be accepted by Carrier without apportionment and there is sufficient remaining capacity to provide such secondary direction service.

In determining whether sufficient capacity exists to provide secondary direction service, the following adjustments will be made: Capacity will be decreased by an amount equal to the hourly capacity multiplied by the number of hours that are unavailable for shipments because of the reconfiguration required by reversals. Capacity will be increased by the amount, if any, of volume that is delivered using substitution of like products, and not requiring physical movement.

Requests for secondary direction service must be made by the 15th day of the calendar month preceding the calendar month during which secondary direction service is requested. Shippers requesting secondary direction service will be notified of Carrier's ability to provide such service by the 25th day of the calendar month preceding the calendar month during which such service is requested.

<u>Season</u>	<u>Months</u>	<u>Primary Direction</u>
Winter	September 16th - March 15	South
Summer	March 16 – September 15th	North

Legend

[I] Increase [U] Unchanged Rate [W] Change in Wording Only