

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Giant Eagle, Inc.; Guttman Energy, Inc.;	:	
Lucknow-Highspire Terminals, LLC;	:	
Monroe Energy, LLC; Philadelphia Energy	:	Docket No. C-2018-3003365
Solutions Refining and Marketing, LLC;	:	
and Sheetz, Inc.	:	
	:	
Complainants,	:	
	:	
v.	:	
	:	
Laurel Pipe Line Company, L.P.	:	
	:	
Respondent.	:	

**ANSWER OF LAUREL PIPE LINE COMPANY, L.P.
TO THE COMPLAINANTS' MOTION TO RECLASSIFY DISCOVERY RESPONSE**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE ERANDA VERO:

Laurel Pipe Line Company, L.P. ("Laurel" or the "Company") hereby files this Answer, pursuant to Section 5.103(c) of the Pennsylvania Public Utility Commission's ("Commission") regulations, 52 Pa. Code § 5.103(c)(3), to the Motion to Reclassify ("Motion") filed by Giant Eagle, Inc., Lucknow-Highspire Terminals, LLC, Monroe Energy, LLC, Philadelphia Energy Solutions Refining and Marketing, LLC, and Sheetz, Inc. ("Complainants") on March 19, 2019. In the Motion, Complainants request an order determining that the Transportation Services Agreements ("TSAs") provided by Laurel as HIGHLY CONFIDENTIAL Attachment Compl-LAU-II-39 should be produced in a redacted form, and that the redacted document should be

classified as a CONFIDENTIAL document.¹ Complainants have failed to demonstrate that reclassification of the TSAs from a HIGHLY CONFIDENTIAL document to a CONFIDENTIAL document is necessary or appropriate under the Protective Order issued in the above-captioned matter or the law. Moreover, Complainants have failed to demonstrate that their proposed redactions appropriately protect highly sensitive commercial information, which if disclosed in this case could be used to provide certain participants in this proceeding with a competitive advantage over other shippers and counterparties involved in the transportation of petroleum products over Laurel's pipeline system. Moreover, Complainants fail to demonstrate that the business personnel who would become entitled to review the highly sensitive commercial information have a need to review such information in order to understand the operational impacts of the proposed bi-directional service.

For the reasons more fully explained below, Laurel requests that the Administrative Law Judge Eranda Vero (the "ALJ") deny Complainants' Motion in its entirety. In the alternative, if the ALJ determines that a redacted version of HIGHLY CONFIDENTIAL Attachment Compl-LAU-II-39 should be produced and treated as a CONFIDENTIAL document, Laurel requests that the redactions proposed in **Appendix A**² hereto be utilized. In support thereof, Laurel avers as follows:

I. BACKGROUND

1. Laurel is a Delaware Limited Partnership formed for the purpose of transporting petroleum and petroleum products through pipelines. Laurel owns and operates pipelines in Pennsylvania and New Jersey that form a single pipeline system extending from Eagle Point,

¹ Complainants attached their proposed redactions to the TSAs as "HIGHLY CONFIDENTIAL Attachment A" to the Motion.

² **Appendix A** to this Answer contains Laurel's proposed redactions to HIGHLY CONFIDENTIAL Attachment Compl-LAU-II-39(a)-(c). In addition, Laurel notes that **Appendix A** to this Answer is labeled as HIGHLY CONFIDENTIAL and should continue to be treated as such, unless and until an Order requiring the reclassification of a redacted version of the TSAs is issued.

New Jersey to Midland, Pennsylvania. Current Pennsylvania operations consist of owning and operating approximately 350 miles of 12-inch to 24-inch pipeline and related facilities for the transportation of petroleum products to 24 customers at 14 delivery points. Under this current configuration, Laurel already provides both intrastate and interstate service on its pipeline in Pennsylvania; Laurel provides intrastate service pursuant to its Commission-approved tariff, and Laurel provides interstate service pursuant to the existing, Commission approved capacity agreement with its affiliate, Buckeye.

2. As stated in the Motion, Complainants are major petroleum products retailers and shippers that are either a shipper of record for petroleum products movements on Laurel's pipeline or the entity that injects product into the pipeline. By way of its participation in the prior Laurel Application proceeding at Docket Nos. A-2016-2575829 and G-2017-2587567 and role as a petroleum products pipeline, Laurel is generally aware of the nature of each of the Complainants' businesses.

3. This proceeding was initiated on July 12, 2018, when the Complainants filed a Formal Complaint and Petition for Interim Emergency Relief with the Commission, at Docket Nos. C-2018-3003365 and P-2018-303368, respectively. On August 8, 2018, the Complainants filed an Amended Complaint. Laurel filed Preliminary Objections and an Answer to the Amended Complaint on August 28, 2018. Contrary to the assertions set forth in the Amend Complaint, Laurel's decision to initiate eastbound interstate petroleum products transportation service over the Pittsburgh to Eldorado segment of its pipeline system does not require Commission approval. Nor will Laurel's initiation of eastbound interstate petroleum products transportation service result in an abandonment or an unreasonable impairment of westbound

intrastate petroleum products transportation service. A Prehearing Conference was held on October 16, 2018.

4. Discovery has been ongoing in this proceeding and has included a Technical Conference attended by Laurel, Complainants, and I&E on February 12, 2019. At the Technical Conference, Laurel provided the parties with additional information and documents regarding the initiation of the contemplated bi-directional service. The parties also discussed the TSAs for the contemplated service executed by non-party committed shippers, which were furnished in response to Complainants' Set II Interrogatories as HIGHLY CONFIDENTIAL Attachment Compl-LAU-II-39(a)-(c).

5. Following the Technical Conference, the Complainants requested that Laurel provide a redacted version of HIGHLY CONFIDENTIAL Attachment Compl-LAU-II-39(a)-(c) that would be eligible for classification as a CONFIDENTIAL document. As stated in the Motion, Laurel and the Complainants' discussed this proposal and the Complainants' proposed redactions were consistent with Attachment A to the Motion. Throughout the course of these discussions, Laurel also proposed a redacted version of the TSAs. Despite these efforts, the parties were unable to mutually resolve differences over which material should be redacted and, therefore, Laurel did not agree to reclassify portions of the TSA.

6. On March 19, 2019, Complainants filed the instant Motion, which requested that Laurel file a response to the Motion on an expedited, four (4) business day timeframe.

7. Pertinent to the Motion, and the arguments raised by the Complainants, is the fact that a pro forma version of the TSAs with limited redactions has been publicly available to the Complainants, since May 22, 2018. That publicly-available document, attached as **Appendix C** hereto, was filed by Buckeye Pipe Line Company, L.P. ("Buckeye") and Laurel at the Federal

Energy Regulatory Commission (“FERC”) in Docket No. OR18-22-000, *et al.*, the proceeding in which Buckeye and Laurel filed their Petition for Declaratory Order regarding certain elements of the TSAs and certain aspects of the proposed tariffs proposed to implement the bi-directional service. Protesting parties in that proceeding, who substantially overlap in identity with Complainants in this proceeding, had filed a pleading with the FERC arguing that the TSA, which had been filed at FERC under seal, should be filed in public form:³

Filing the entirety of the TSA and other open season documents as highly confidential, while simultaneously failing to file redacted public versions of these open season materials, has denied parties who are potentially affected by the proposed service a reasonable opportunity to review the rates, terms, and conditions of service that form the basis for Petitioners’ Petition for Declaratory Order (“PDO” or “Petition”). Petitioners should therefore be required to file public versions of these open season documents, including the TSA, revised tariff sheets, and other documents, with only such information redacted as meets the Commission’s regulations and precedent for withholding competitively sensitive materials.

8. After Buckeye and Laurel filed at FERC the partially-redacted TSA provided in **Appendix C** hereto, the protesting parties, including most of the Complainants, did not object, and did not contend at FERC that a further essentially entirely un-redacted version was necessary, as they are arguing here.

II. ARGUMENT

A. Laurel Appropriately Designated Attachment Compl-LAU-II-39(a)-(c) As Highly Confidential Under The Terms Of The Protective Order.

9. Under the terms of the Protective Order, “[i]f a party challenges the designation of a document or information as proprietary, the party providing the information retains the burden of demonstrating that the designation is appropriate.” Protective Order ¶ 17.

³ “Petition of Lucknow-Highspire Terminals Llc; Sheetz, Inc.; Philadelphia Energy Solutions Refining & Marketing LLC; Monroe Energy, LLC; Guttman Energy, Inc.; and Giant Eagle, Inc. for Commission to Compel Production of Open Season Documents and Request for Expedited Review and Extension of Comment Deadline,” *Buckeye Pipe Line Company, L.P. and Laurel Pipe Line Company, L.P.*, Docket No. OR18-22-000, filed May 16, 2018 .

10. “Proprietary Information” is defined under the Protective Order as:

all correspondence, documents, data, information, studies, methodologies and other materials, furnished in this proceeding, that are reasonably believed by the producing party to be of a proprietary or confidential nature and that are so designated by being marked CONFIDENTIAL or HIGHLY CONFIDENTIAL PROTECTED MATERIAL.

Protective Order ¶ 2 (internal quotations omitted).

11. In turn, Paragraph 3 of the Protective Order states:

(b) the parties may designate as HIGHLY CONFIDENTIAL PROTECTED MATERIAL those materials that are of such a commercially sensitive nature or of such a private, personal nature that the producing party is able to justify a heightened level of confidential protection with respect to those materials; moreover, information subject to the restrictions of 49 U.S.C.A. App. Section 15(13) will be designated as HIGHLY CONFIDENTIAL PROTECTED MATERIAL.

Protective Order ¶ 2 (internal quotations omitted) (emphasis added). As such, information is appropriately designated and treated as “HIGHLY CONFIDENTIAL PROTECTED MATERIALS” when that information is either particularly commercially sensitive materials or information subject to the restrictions of 49 U.S.C.A. App. Section 15(13).

12. Under Paragraph 5 of the Protective Order, “Reviewing Representatives” eligible to review “CONFIDENTIAL” information may include business personnel with marketing responsibilities and personnel active in the purchase and sale of petroleum products. As such, many of the Complainants’ Reviewing Representatives eligible to review CONFIDENTIAL information, are in fact persons with direct and/or indirect responsibility for marketing, sales and purchases of refined petroleum products, in competition with the Committed Shippers who executed the TSAs, in potential sales relationships with the Committed Shippers, and in competition with other market participants who did not intervene in this proceeding. In contrast,

HIGHLY CONFIDENTIAL information may be reviewed by outside counsel and consultants, but not by business personnel. *See* Protective Order ¶¶ 6(iv), 7.

13. Courts have found that a litigant has a strong interest in protecting confidential business information where disclosure could harm the litigant's competitive standing in the marketplace. *See generally W. Penn Allegheny Health Sys. v. UPMC*, 2013 U.S. Dist. LEXIS 196816 (W.D. Pa. Sept. 16, 2013). Moreover, courts have presumed that disclosure of proprietary information to competitors or parties that could gain a competitive advantage from accessing the information is more harmful than disclosure to non-competitors. *See Am. Std., Inc. v. Pfizer, Inc.*, 828 F.2d 734, 741 (Fed. Cir. 1987) (collecting cases in which a court presumes that disclosure of information to a competitor is more harmful).

14. The TSAs produced as Attachment Compl-LAU-II-39(a)-(c) are appropriately designated and treated as HIGHLY CONFIDENTIAL under the Protective Order. The terms of the executed TSAs contain both shipper specific information subject to protection under 49 U.S.C.A. App. Section 15(13) and highly sensitive information that, if disclosed, would provide market participants involved in this proceeding access to highly sensitive commercial information. Market participants who currently use Buckeye's/Laurel's pipeline systems, or may use them in the future, could use this otherwise confidential information in commercial interactions and business planning, to the detriment of Buckeye/Laurel and/or other shippers. It would also provide certain market participants—solely those that filed the Complaint—with an unfair competitive advantage over others in the highly competitive petroleum products market and, in particular, over those participants not involved in this proceeding. Therefore, it is appropriate to continue to treat Attachment Compl-LAU-II-39(a)-(c) as a HIGHLY CONFIDENTIAL document and limit its distribution to only Reviewing Representatives eligible

to review HIGHLY CONFIDENTIAL information under the terms of the Protective Order, at least as to those provisions not publicly filed in the version in **Appendix C**.

B. Complainants' Arguments In Support Of Reclassification Fail.

15. Complainants, however, challenge the designation and treatment of Attachment Compl-LAU-II-39(a)-(c) as a HIGHLY CONFIDENTIAL document under Section 5.365(c) of the Commission's regulations, 52 Pa. Code § 5.365(c)(5), and Paragraphs 16-18 of the Protective Order. Motion, pp. 4-5. Section 5.365(c)(5) of the Commission's regulations, states that a party "A party receiving proprietary information under this section retains the right, either before or after receipt of the information, to challenge the legitimacy of the claim that the information is proprietary." 52 Pa. Code § 5.365(c)(5). Paragraph 16 of the Protective Order treats Proprietary Information as having been sealed, unless it is released from the restrictions of the Protective Order. Paragraphs 17 and 18 of the Protective Order essentially memorialize Section 5.365(c)(5).

16. In support of their challenge, Complainants argue that reclassification of Attachment Compl-LAU-II-39(a)-(c) as CONFIDENTIAL with the proposed redactions set forth in Appendix A to the Motion is proper for two reasons. First, the Complainants argue that their company representatives "need to review the general terms and conditions in the TSAs" in order to assess the full impact of Laurel's proposed initiation of bidirectional service. *See* Motion, pp. 5-6. Second, the Complainants argue that Laurel and Buckeye are treating the TSAs produced in Attachment Compl-LAU-II-39(a)-(c) differently than how the pro forma TSAs were treated in the open season. Both of these arguments should be rejected.

17. First, Complainants have not demonstrated that there is an operational need for certain of their representatives who are not permitted to review materials as HIGHLY CONFIDENTIAL to have access to all of the terms and conditions set forth in the TSAs,

excluding the redactions proposed in Attachment A to the Motion. Indeed, many of the terms and conditions of the TSAs have no bearing on the operations of the subject pipelines. Rather, these provisions bear directly on the calculation of Committed Shippers' payments under the TSAs or competitively sensitive conditions that must be satisfied to trigger the Carrier's or the Committed Shippers' obligations under the TSA.

18. A more detailed description of and argument regarding each such provision is provided in HIGHLY CONFIDENTIAL **Appendix B** hereto. Notably, each provision identified in **Appendix B** is left un-redacted in Attachment A to the Motion.

19. Second, Complainants' disregard the significant and substantial differences in circumstances between viewing the terms and conditions of the TSA under a confidentiality agreement as a part of an Open Season, and viewing the terms and conditions of the TSA under a Protective Order in the context of a litigated proceeding. The Open Season was held between August-September 2016. In that Open Season, potential shippers requested and received Open Season Packets, subject to a confidentiality agreement, and only one of the Complainants participated in that Open Season. The only parties that received the package, including the pro forma version of the TSA, would have reviewed the commercially sensitive terms solely for purposes of assessing their interest in participating in an Open Season that concluded two and one-half years ago. Any review of the commercially sensitive information as a part of the Open Season was, therefore, long before the potential commencement of service this year. Moreover, any recollection of those terms would be more distant, and the commercial context in which they were viewed was radically different—*i.e.* the entity reviewed the information out of necessity, to determining whether the commercial terms justified it becoming a Committed Shipper.

20. In contrast, the business personnel of the Complainants in this proceeding would review the commercially sensitive information in the same year that Buckeye and Laurel propose to commence service. Further, they would do so in an entirely different role, not as potential Committed Shippers, but as competitors of the Committed Shippers, competitors of other market participants that are not present in this case, and other market participants who may be engaged after commencement of service in sales to and from the Committed Shippers. Indeed, the Complainants' personnel would be reviewing commercial terms, in a commercial role that would potentially benefit from knowing the terms of the transportation costs and potential costs of the Committed Shippers. The competitive risks from the proposed reclassification of the HIGHLY CONFIDENTIAL information to being only CONFIDENTIAL are high, and are radically different from the risks created by the distribution of the Open Season data in 2016.

21. Therefore, the Complainants' request to reclassify Attachment Compl-LAU-II-39(a)-(c), including the redactions proposed in Attachment A to their Motion, as a CONFIDENTIAL document should be denied.

C. If A Reclassified Version Of The TSAs Is Required To Be Produced, The Reclassified Version Should Include The Redactions Proposed By Laurel in Appendix B Hereto.

22. If the ALJ determines that HIGHLY CONFIDENTIAL Attachment Compl-LAU-II-39(a)-(c) should be reclassified as a CONFIDENTIAL document, which it should not, Laurel requests that the reclassified version not be based upon the redactions proposed by the Complainants in Attachment A to the Motion. The Complainants' proposed redactions contained therein in fail to redact competitively sensitive provisions of the TSA that qualify for HIGHLY CONFIDENTIAL treatment, even though they do not constitute 49 U.S.C.A. App. Section 15(13) protected materials. In particular, Complainants' proposed redactions fail to protect the terms and provisions identified in HIGHLY CONFIDENTIAL **Appendices A and B**

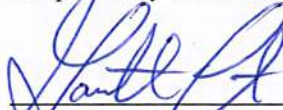
hereto. As explained above, and more fully in **Appendix B**, the provisions identified for redaction by Laurel have no bearing on the operations of the subject pipelines and directly implicate pricing terms or other conditions that are competitively sensitive.

23. Therefore, to the extent that the ALJ determines that HIGHLY CONFIDENTIAL Attachment Compl-LAU-II-39(a)-(c) should be reclassified as a CONFIDENTIAL document, Laurel requests that the reclassified version be redacted consistent with HIGHLY CONFIDENTIAL **Appendix A** to this Answer.

III. CONCLUSION

WHEREFORE, Laurel Pipe Line Company, L.P. respectfully requests that Administrative Law Judge Eranda Vero deny the Motion to Reclassify Discovery Response of Giant Eagle, Inc., Lucknow-Highspire Terminals, LLC, Monroe Energy, LLC, Philadelphia Energy Solutions Refining and Marketing, LLC, and Sheetz, Inc. dated March 19, 2019.

Respectfully submitted,



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Date: March 25, 2019

Counsel for Laurel Pipe Line Company, L.P.

HIGHLY CONFIDENTIAL

Appendix A

(No Public Version Available)

HIGHLY CONFIDENTIAL

Appendix B

(No Public Version Available)

Appendix C



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May 22, 2018

VIA ELECTRONIC FILING

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426

**Re: Buckeye Pipe Line Company, L.P. and Laurel Pipe Line Company, L.P.
Petition for Declaratory Order – Docket No. OR18-22-000**

Dear Secretary Bose:

Buckeye Pipe Line Company, L.P. (“Buckeye”) and its affiliate, Laurel Pipe Line Company, L.P. (“Laurel”) (collectively, “Buckeye/Laurel”), hereby submit for electronic filing supplemental information in connection with the Petition for Declaratory Order filed in this proceeding on April 30, 2018 (“PDO”). This filing is being made in accordance with the undertaking in Buckeye/Laurel’s letter to the Commission dated May 17, 2018. Specifically, Attachment 1 to this letter contains public versions of Appendices C and D to the PDO with more limited portions of the documents redacted for the reasons stated in the transmittal letter submitted with the PDO.

The Company initially attempted to make this filing on the afternoon of May 21, 2018, but received the following notice from FERC’s e-filing system: “All FERC Online applications are currently unavailable. All filings and documents due May 21, 2018, will be accepted as timely on the next official business day when systems are operational.”

Sincerely,

/s/

Christopher J. Barr

Counsel for Buckeye Pipe Line Company, L.P. and Laurel Pipe Line Company, L.P.

Enclosures

Cc Service List; Signatories

ALLENTOWN HARRISBURG LANCASTER PHILADELPHIA PITTSBURGH PRINCETON WASHINGTON, D.C.

A PENNSYLVANIA PROFESSIONAL CORPORATION

Ms. Kimberly D. Bose, Secretary
May 22, 2018
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CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document pursuant to Rule 2010 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission, 18 C.F.R. § 385.2010 (2018).

Dated at Washington, DC this 22nd day of May, 2018.

_____/s/
Jessica R. Rogers

APPENDIX C

CONTAINS HIGHLY CONFIDENTIAL PROTECTED MATERIALS:
DISCLOSURE PROHIBITED BY THE
FEDERAL ENERGY REGULATORY COMMISSION

BUCKEYE PIPE LINE COMPANY, L.P.
OPEN SEASON NOTICE
MICHIGAN/OHIO PIPELINE EXPANSION PROJECT PHASE II

Date: August 31, 2016

(Revised: October 12, 2016)

I. Binding Open Season

On August 31, 2016, Buckeye Pipe Line Company, L.P. (“Buckeye”) issued a press release announcing the development of new pipeline system capacity (“Pipeline”) that will transport refined petroleum products from the Origin Points¹ to the Destination Point². The Pipeline will provide interstate transportation service, subject to the jurisdiction of the Federal Energy Regulatory Commission (“FERC”), and is scheduled to become operational on or before October 1, 2018.³

The total design capacity of the Pipeline will provide 40,000 barrels per day (“BPD”) (“Pipeline Capacity”). Currently, Buckeye expects that the Pipeline will provide the new capacity for shipments from a number of Midwest origins on the Buckeye system destined to the Eldorado, Pennsylvania Destination Point, near Altoona, Pennsylvania.

Buckeye is conducting a binding open season (“Open Season”) that will provide interested parties the opportunity to make term and volume commitments for transportation services on the Pipeline, in exchange for access to priority (*i.e.*, firm) capacity on the Pipeline. The Open Season will commence at 8:00 a.m. Central Time on August 31, 2016 and will end at 5:00 p.m. Central Time on October 18, 2016 (“Open Season Period”). Interested parties should submit their binding

¹ The Origin Points include Lima and Toledo, Ohio, Woodhaven and Detroit, Michigan, and Midland, Pennsylvania. Each of the Origin Points may be referred to herein individually as an “Origin Point.”

² The Destination Point is Eldorado, Pennsylvania.

³ The actual in-service date of the Pipeline could vary from the expected date listed in this Notice.

bids for transportation service on the Pipeline by completing and executing a transportation services agreement (“TSA”) in accordance with Section III(C) herein and sending it to Buckeye no later than the close of the Open Season Period: 5:00 p.m. Central Time on October 18, 2016. The initial form of the TSA will be made available to interested parties upon the execution of a Confidentiality Agreement in a manner satisfactory to Buckeye, a form of which is attached hereto as Exhibit No. 1. As described further in Section III(B), potential Committed Customers may request revisions or additions to the origin points, terms and conditions of service, and service commitment options being offered in the initial form of the TSA, provided such comments are received by 5:00 PM CT on September 30, 2016, and Buckeye will consider all such comments and, to the extent it determines appropriate and feasible, incorporate such comments into the TSA.

II. Proposed Commitment Options

A. Overview

The Open Season provides potential customers with the opportunity to make term and volume commitments to the Pipeline in exchange for access to up to 90 percent of the Pipeline Capacity on a priority basis. Buckeye will reserve at least 10 percent of the Pipeline Capacity for customers that do not enter into a binding TSA with Buckeye during the Open Season and instead elect to make timely monthly nominations (“Uncommitted Customers”).

B. Volume Commitments

Each customer making a volume commitment during the Open Season (“Committed Customer”) must agree to ship a specified volume and type of product from a designated Origin Point to the Destination Point each day during the Initial Term⁴ (“Volume Commitment”),

⁴ The term “Initial Term” is defined in Section II(D) of this Notice.

pursuant to the terms of the Committed Customer's Final TSA.⁵ A Committed Customer's Volume Commitment can be comprised of multiple designated shipments, but must equal, in total, at least 5,000 BPD.

Except in instances of force majeure or other operational disruptions, each Committed Customer will receive an amount of priority capacity each month that corresponds exactly to the Committed Customer's Monthly Volume Commitment,⁶ including with respect to issues such as volume level, type of product to be transported, and the Origin Point of the shipments; provided, however, that if a Committed Customer submits a nomination for less than its Monthly Volume Commitment, but such nomination corresponds to its Monthly Volume Commitment in all other respects, the Committed Customer will instead receive priority capacity equal to its nomination for such month. Any barrels that a Committed Customer nominates for transportation in a month that exceed the Committed Customer's Monthly Volume Commitment will be treated as a nomination for Incremental Barrels by the Committed Customer and Buckeye will allocate capacity to the Committed Customer for such barrels in accordance with its prorationing policy.

C. Rates for Service

Committed Customers who make a Volume Commitment during the Open Season will qualify for a rate applicable to a particular tier of service, depending upon the amount of product, type of product, and the proposed Origin Point(s) that comprise the Committed Customer's Volume Commitment. The specific requirements for each tier and the accompanying rates that will apply to each tier of service ("Committed Rate(s)") are set forth in Exhibit B to the TSA. In exchange for receiving priority service on the Pipeline, the Committed Rate for each tier of service

⁵ The term "Final TSA" is defined in Section III(B) of this Notice.

⁶ A Committed Customer's "Monthly Volume Commitment" shall equal the Committed Customer's Volume Commitment multiplied by the number of days in the applicable month.

will be a premium rate, as compared to the rate that is applicable to the same tier of service for similarly-situated Uncommitted Customers.⁷

If, at the end of any contract year, a Committed Customer fails to meet its volume and payment obligations for such contract year, the Committed Customer will be responsible for making a deficiency payment. The TSA provides, however, that any deficiency payment that a Committed Customer makes to Buckeye will serve as a credit during the contract year immediately following the contract year during which the Committed Customer incurred the payment obligation.

D. Term

The initial term of a Committed Customer's TSA will extend [REDACTED] years from the Commencement Date⁸ of the Pipeline ("Initial Term").⁹ Upon the expiration of the Initial Term,

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] The terms of service set forth in the TSA shall continue to apply to the parties during any Renewal Term.

⁷ Committed Shippers will also have the right to nominate all or portions of their Monthly Volume Commitment(s) to destinations on the Pipeline that are intermediate to the Destination Point, but will be subject to the applicable Committed Rate that would have applied for nominations to the Destination Point.

⁸ The Commencement Date means the first day of the first full month that occurs at least thirty (30) days after Buckeye provides Committed Customers written notice certifying that the Pipeline will be ready to provide commercial service for the receipt of Committed Customer's products at the applicable Origin Points for transportation and delivery of such products to the Destination Point, with the capacity to transport each Committed Customer's Volume Commitment, as determined by Buckeye in its sole discretion.

⁹ The TSA provides that the Initial Term and/or the Renewal Term may be extended to account for force majeure events declared by Buckeye that affected a Committed Customer's ability to transport products on the Pipeline.

E. Allocation of Pipeline Capacity to Committed Customers Following Conclusion of the Open Season.

Following the conclusion of the Open Season, Buckeye will award the ninety percent (90%) of capacity reserved for Committed Customers (“Committed Customer Capacity”) to potential Committed Customers based on the net present value (“NPV”) of each Committed Customer’s Volume Commitment. Specifically, Buckeye will award the Committed Customer with the highest NPV its requested Volume Commitment, in its entirety, first, followed by an award of capacity to the Committed Customer with the next-highest NPV, and there forward until either all of the Committed Customer Capacity has been fully allocated or the requested Volume Commitments of all Committed Customers have been fulfilled. If two or more potential Committed Customers have the same NPV, and should there be insufficient Committed Customer Capacity to fulfill each of their requested Volume Commitments, each of the Committed Customers will receive their pro rata share of the remaining capacity.

Buckeye will calculate the NPV of each Committed Customer’s Volume Commitment based on the volume, term and rate election made by each Committed Customer in its Final TSA.

The NPV formula that Buckeye will use shall equal
$$NPV = \sum_{t=1}^T \frac{C_t}{(1+r)^t}$$
, where NPV is the summation of the cash value of the contract commitment (“C”) in each given time period (“t”) discounted over the term of the TSA by the assumed discount rate (“r”). Buckeye will assume the discount rate to be eight percent (8%).

III. Open Season Process

A. Open Season Documents

The following documents will be provided as part of the Open Season (“Open Season Documents”)

Exhibit No. 1: Confidentiality Agreement

Exhibit No. 2: Pipeline Map

Exhibit No. 3: Transportation Services Agreement (which includes a *pro forma* FERC Rules and Regulations Tariff)

Buckeye will provide Exhibit No. 3 upon execution of Buckeye’s Confidentiality Agreement, which is attached hereto as Exhibit No. 1.¹⁰ Buckeye will inform prospective customers of the availability of any additional information regarding or changes to the Open Season process or the Open Season Documents by e-mailing the potential customers that have received the Open Season Documents.

B. TSA Comment Period

Potential Committed Customers may provide comments to Buckeye on the terms, conditions and service commitment options being offered in the TSA in Exhibit No. 3 and may request that Buckeye offer additional terms, conditions and service commitment options, provided that such comments are received by Buckeye on or before 5:00 PM CT on September 30, 2016. Following receipt of any such comments, Buckeye will, in its sole reasonable discretion, decide whether to revise the TSA in Exhibit No. 3 to reflect any of the comments. If Buckeye does decide to revise the TSA set forth in Exhibit No. 3 to reflect any such comments, Buckeye will, no later than October 12, 2016, forward a TSA that has been updated to reflect any changes made during

¹⁰ The Confidentiality Agreement in Exhibit No. 1 is intended to protect the confidentiality of the information shared between Buckeye and potential Committed Customers during the Open Season; it does not limit a potential Committed Customer’s ability to engage in discussions with FERC regarding the terms of service being offered by Buckeye during the Open Season.

the Open Season Period (“Final TSA”) to all parties that have executed the Confidentiality Agreement set forth in Exhibit No. 1.

C. Binding Commitment Process

Potential Customers that wish to become Committed Customers must complete, execute, and submit two copies of a Final TSA no later than 5:00 p.m. Central Time on October 18, 2016, via hand delivery, courier, or e-mail to:

Buckeye Pipe Line Company, L.P.
5 Tek Park
9999 Hamilton Blvd.
Breinigsville, PA 18031
Attention: T.J. Zeth
Telephone: (610) 904-4194
E-mail: TZeth@buckeye.com

Buckeye reserves the right to reject any Final TSA that is not received on or before 5:00 p.m. Central Time on October 18, 2016. Buckeye also reserves the right to reject any and all Final TSAs that do not satisfy the requirements set forth in this Open Season Notice. Without limiting the foregoing and in order to ensure that all potential Committed Customers are presented the same terms, conditions, and service commitment options in the Final TSA, Buckeye may reject any Final TSA that is incomplete, is inconsistent with the terms and conditions outlined in this Open Season Notice, contains additional or modified terms, or is otherwise deficient in any respect.

Submission of an executed Final TSA constitutes a firm offer by a potential Committed Customer to enter into a binding TSA and shall be non-revocable. By executing and submitting a Final TSA to Buckeye, the potential Committed Customer represents that it has management approval to enter into a binding Final TSA. Buckeye will not permit a potential Committed Customer to make any changes to its Final TSA after it has been submitted to Buckeye.

Once Buckeye receives all of the Final TSAs, Buckeye will, if necessary, award capacity to potential Committed Customers in accordance with the methodology set forth in Section II(F) herein. Following that process, Buckeye will revise the Volume Commitment set forth in each potential Committed Customer's Final TSA to reflect the priority capacity actually awarded to each potential Committed Customer and will thereafter indicate its acceptance of the Final TSA by executing both copies and returning one copy to the customer. Once executed and delivered by Buckeye, the Final TSA shall constitute a binding agreement, subject to its terms and conditions at the time of receipt.

If a submitted Final TSA has not been executed by Buckeye and returned to the potential Committed Customer within a reasonable time following the end of the Open Season Period, the submitted Final TSA shall become null and void, and any rights or obligations relating to the Pipeline on the part of the Committed Customer and Buckeye shall be extinguished. If Buckeye decides not to proceed with operation of the Pipeline pursuant to the terms set forth in the Final TSA, Buckeye shall notify potential Committed Customers of such determination. In the event of such a determination, all submitted Final TSAs shall become null and void.

IV. Credit Requirements

As further specified in the TSA, each Committed Customer shall provide financial data sufficient for Buckeye, in its sole discretion, to ascertain the Committed Customer's credit-worthiness and, if Buckeye so determines, it may request financial assurance(s) from the Committed Customer, which may be in the form of a guaranty agreement, or such other security as may be acceptable to Buckeye.

V. Limitations and Reservations

The Pipeline, including the pipeline configuration, is subject to revision after the conclusion of the Open Season Period. Prior to the time that all Final TSAs are returned to

Buckeye by prospective Committed Customers and they have been fully executed by both the Committed Customers and Buckeye, Buckeye further reserves the right, in its sole discretion, to (1) modify any of the Open Season materials, including the Committed Rates, if necessary, as indicated by economic, engineering design, environmental, legal, or other factors, or (2) decide not to proceed with the transportation service commitment terms offered in the TSA and the Open Season. In such an event, Buckeye will notify all interested customers as soon as reasonably practicable.

This Open Season Notice and the other Open Season Documents are informal marketing documents, and they establish no contractual relationship between or among Buckeye or any of its affiliates and any party who receives them. These procedures are intended to be used solely for the project discussed herein and are not intended to be in lieu of the requirements of FERC or any applicable federal and state laws.

VI. Conclusion

If you should have questions or comments regarding the Open Season, project timing, the configuration of the Pipeline (including Origin Points and Destination Point), or the service commitment options related thereto, please feel free to contact T.J. Zeth at any time at (610) 904-4194 or TZeth@buckeye.com.

Disclaimer

This notification along with related Open Season materials is provided for informational purposes only. Notwithstanding anything contained herein to the contrary, this notification, the TSA and the Open Season conducted by Buckeye are not intended to constitute, nor shall they be construed to constitute, an offer or any binding obligation whatsoever on Buckeye to proceed with the Pipeline contemplated by the Open Season until Buckeye has executed and delivered a fully executed Final TSA to an interested customer. Buckeye reserves the right, in its sole discretion, to modify, terminate or extend the Open Season, in whole or in part, including without restriction any ensuing discussions among the parties at any time, without advance notice. Buckeye further reserves the right to modify or supplement any of the documents associated with the Open Season without notice. In the event there is a conflict between the description of the terms of service for the Pipeline provided in this Open Season Notice and the description of the terms of service for the Pipeline provided in the TSA (or the Final TSA, as the case may be), the TSA (or the Final TSA, as the case may be) shall control.

Under no circumstances shall Buckeye or any of its affiliated companies or any of their respective directors, officers, employees, agents, attorneys, advisers and representatives be responsible for any costs or expenses incurred by any recipient or for any other liability, howsoever arising, incurred by any recipient, in each case, in connection with any investigation or evaluation of the Pipeline.

APPENDIX D

CONTAINS HIGHLY CONFIDENTIAL PROTECTED MATERIALS:
DISCLOSURE PROHIBITED BY THE
FEDERAL ENERGY REGULATORY COMMISSION

TRANSPORTATION SERVICES AGREEMENT

This TRANSPORTATION SERVICES AGREEMENT (as amended, amended and restated, supplemented, or otherwise modified from time to time, this "Agreement"), is made and entered into as of this ____ day of _____, 2016 ("Effective Date"), by and between _____, a _____ located at _____ ("Customer"), and Buckeye Pipe Line Company, L.P., a _____ located at 5 Tek Park, 9999 Hamilton Blvd, Breinigsville, PA 18031 ("Carrier").

WITNESSETH:

WHEREAS, Carrier intends to develop new capacity in a common carrier pipeline system that will be capable of receiving and transporting Products from the Origin Points to the Destination Point, including without limitation, the segment flowing north to south between Wayne, Michigan and Toledo, Ohio known as the 303 line, and including without limitation, the segment flowing west to east between Coraopolis, Pennsylvania and Eldorado, Pennsylvania known as the Laurel Pipe Line Company, L.P. (all of the proposed capacity being referenced herein as the "Pipeline");

WHEREAS, Customer desires to commit to ship, or nonetheless pay for, a minimum volume of Products on the Pipeline each Contract Year, subject to and upon the terms and conditions of this Agreement; and

WHEREAS, Carrier is willing to transport Customer's Products for a specified term at a specified rate on the Pipeline, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements contained herein, and of other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Customer and Carrier hereby agree as follows:

ARTICLE 1

DEFINITIONS; INTERPRETATION

Section 1.01 For the purposes of this Agreement, the following capitalized terms have the meanings ascribed to them in this Article I:

"Agreement" shall have the meaning set forth in the preamble to this Agreement.

"Applicable Law" means all valid applicable laws, statutes, directives, codes, ordinances, rules, regulations, municipal by-laws, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, consent orders, consent decrees and policies of any Governmental Authority.

“Annual Deficiency Payment” shall have the meaning set forth in Section 4.03.

“Annual Deficiency Payment Account” shall have the meaning set forth in Section 4.04.

“Annual Firm Transportation Charge” means, for a particular Contract Year, Customer’s Annual Volume Commitment multiplied by the Committed Rate(s) applicable to such Annual Volume Commitment that were effective during such Contract Year. If the applicable Committed Rate(s) change during the Contract Year the Annual Firm Transportation Charge shall reflect such change(s) and shall be calculated using the Committed Rate(s) for the period that such rates were in effect during the Contract Year.

“Annual Volume Commitment” means Customer’s then applicable Volume Commitment multiplied times the number of days in the applicable Contract Year.

“Authorizations” means all rights-of-way (whether from private parties or any Governmental Authority), easements, licenses, permits, property rights of ingress and egress, certificates, servitudes, judgments, orders, rulings, patents or patent licenses, operating agreements with non-affiliated entities, and other authorizations as may be required for the purpose of providing, leasing, developing, modifying, constructing, operating and maintaining the Pipeline, including but not limited to, all approvals by the Pennsylvania Public Utility Commission or otherwise, required to enable Buckeye to lease necessary capacity rights on Laurel Pipe Line Company, L.P.

“Base Rates” shall have the meaning set forth in Section 3.03(a).

“Barrel” means forty-two (42) United States standard gallons at sixty (60) degrees Fahrenheit and equilibrium vapor pressure.

“BPD” means Barrels per day.

“Carrier” shall have the meaning set forth in the preamble to this Agreement.

“Commencement Date” means, except as otherwise provided in Section 6.04, the first day of the first full Month that occurs at least thirty (30) days after Carrier provides Customer written notice that the Pipeline is expected to be ready to provide transportation service and has sufficient capacity to transport Customer’s Volume Commitment, as determined by Carrier in its sole discretion, provided that if the Pipeline is not ready to provide transportation by January 1, 2018, the Commencement Date will not occur prior to September 1, 2018.

“Committed Customer” means a customer on the Pipeline that executed a TSA with Carrier during the Open Season.

“Committed Customer Capacity” means ninety percent (90%) of the Pipeline’s operating capacity (or a particular line segment’s operating capacity, as applicable) that is reserved for Committed Customers.

“Committed Rate(s)” shall have the meaning set forth in Section 3.01.

“Compliance Costs” shall have the meaning set forth in Section 3.05.

“Contract Year” means the period beginning on the Commencement Date or any anniversary thereof and ending three hundred sixty-five (365) days (three hundred sixty-six (366) days in the case of leap years) later.

“Credited Monthly Transportation Charges” means the lesser of (a) 120% of Customer’s Monthly Volume Commitment multiplied by the applicable Committed Rate for such Month, and (b) the sum of the transportation charges made pursuant to the applicable Committed Rates that Customer incurs for the Products it ships on the Pipeline during such Month.

“Customer” shall have the meaning set forth in the preamble to this Agreement.

“Declaratory Order Approvals” means the issuance of a final order, not subject to rehearing or appeal, from FERC approving, without modification, the elements of this Agreement for which approval has been sought by Carrier through a Petition for Declaratory Order filed with FERC.



“Destination Point” means the destination point of the Pipeline, located in Eldorado, Pennsylvania, and any other destination points determined by Carrier from time to time in its sole discretion, all as set forth in Carrier’s Tariff.

“Effective Date” means the date set forth in the preamble to this Agreement.

“Excess Transportation Charges” shall have the meaning set forth in Section 4.04.

“FERC” means the Federal Energy Regulatory Commission or any commission, agency, or other governmental body succeeding to the powers of such Commission.

“Flexible Service Barrels” shall mean a Committed Shipper’s Nomination for volumes (without regard to product type or origin) up to aggregate total in its Monthly Volume Commitment.

“Force Majeure Event” or “Force Majeure” means, without limitation: acts of God; strikes, lockouts, and other industrial disturbances; inability to obtain and delay in obtaining appropriate rights-of-way, permits, licenses, materials, supplies, or labor; acts of a public enemy, terrorism, wars, blockades, insurrections, and riots; epidemics, landslides, lightning, earthquakes, fires, storms, floods, and washouts; arrests and restraints of governments and people; civil disturbances; explosions, breakage of, and accidents to machinery, equipment, and lines of pipe; freezing of lines of pipe; valid rules, regulations, and orders of governments or governmental agencies; and other causes, whether of the same kind herein enumerated or otherwise, beyond the reasonable control of the Party claiming such Force Majeure Event and that by the exercise of reasonable diligence such Party is unable to prevent or overcome. In addition, any event of force majeure declared on Laurel Pipe Line Company, L.P. that reduces capacity on the segment of Laurel Pipe Line Company, L.P. between Coraopolis, Pennsylvania and Eldorado, Pennsylvania, may, at Carrier’s discretion, also be declared an event of force majeure on the Pipeline due to the fact that the Pipeline plans to lease capacity from Laurel Pipe Line Company, L.P. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty and that the requirements in this Agreement that any Force Majeure Event shall be remedied with all reasonable diligence shall not require the settlement of strikes or lockouts by acceding to the demands of any opposing party when such course is inadvisable in the discretion of the Party having the difficulty. Notwithstanding anything to the contrary set forth in this Agreement, none of the following shall, under any circumstances, constitute a Force Majeure Event: (i) the lack of financial resources, or the inability of a Party to secure funds or make payments as required by this Agreement; (ii) adverse market, financial, or other economic conditions including changes in market conditions that either directly or indirectly affect the demand for or price of the Products; (iii) availability of more attractive markets for Products; (iv) Customer’s inability to receive, transport, and or deliver Products to, on, or from the Pipeline under the terms of this Agreement in a manner that Customer deems economic.

“FM Extension Term” shall have the meaning set forth in Section 8.03.

“FM Deficiency Payment” shall have the meaning set forth in Section 8.03.

[REDACTED]

“FM Volume Commitment” shall have the meaning set forth in Section 8.03.

“Governmental Action” shall have the meaning set forth in Section 3.05.

“Governmental Authority” means any governmental, administrative or regulatory entity, authority, commission, board, agency, instrumentality, bureau or political subdivision, and any court, tribunal or judicial or arbitral body (whether national, federal, state or local or, in the case of an arbitral body, whether governmental, public or private), having jurisdiction over any Party, and the Pennsylvania Public Utility Commission to the extent that it has jurisdiction over Laurel Pipe Line Company, L.P. with respect to capacity required to be leased to provide service via the Pipeline.

“Incremental Barrels” means any portion of Customer’s Nomination for the Month that exceeds Customer’s Monthly Volume Commitment.

“Indexing Methodology” shall have the meaning set forth in Section 3.02.

“Initial Committed Rate” shall have the meaning set forth in Section 3.01.

“Initial Term” shall have the meaning set forth in Section 8.01.

“Interim Service Period” shall have the meaning set forth in Section 2.04.

“Intermediate Points” shall mean, without limitation, the destinations of Aurora, Ohio; Bellevue, Ohio; Bradley Road, Ohio; Brecksville, Ohio; Cleveland (Drydock), Ohio; Coraopolis, Pennsylvania; Cuyahoga, Ohio; Delmont, Pennsylvania; Greensburg, Pennsylvania; Indianola, Pennsylvania; Lima, Ohio; Lorain, Ohio; Midland, Pennsylvania; Neville Island, Pennsylvania; Pittsburgh, Pennsylvania; Tioga Junction, Pennsylvania; and Toledo, Ohio, and any other destinations that Carrier may include in its FERC Tariff, in its discretion, during the Term of this Agreement.

“Month” means a calendar month, commencing at 12:01 a.m. Eastern Time on the first day of each month and ending at 12:00 a.m. Eastern Time on the first day of the following month.

“Monthly Volume Commitment” means Customer’s Volume Commitment multiplied times the number of days in the applicable Month.

“Nomination” or “Nominate” or “Nominated” means a written communication (in form and context specified by Carrier) made by Customer to Carrier of an approximate quantity of Products for transportation on the Pipeline from a specified Origin Point to a specified Destination Point in accordance with the terms of the Tariff.

“Non-Priority Incremental Barrels” shall have the meaning set forth in Section 4.05.

“Open Season” means the open season held by Carrier for the Pipeline that commenced in August, 2016.

“Origin Point(s)” shall mean the inception point of the Pipeline located in (i) Woodhaven, Michigan, (ii) Detroit, Michigan, (iii) Toledo, Ohio, (iv) Lima, Ohio, (v)

Findlay, Ohio, and (vi) Midland, Pennsylvania, and any other inception point(s) determined by Carrier from time to time in its sole discretion, all as set forth in Carrier's Tariff.

"Overhead" shall mean indirect costs and other costs and/or expenses of Carrier that are not directly assigned to the Carrier's efforts to undertake the work specified in Section 3.05 (i) through (iv).

"Parties" shall mean Customer and Carrier and their successors and permitted assigns; "Party" shall mean either one of the Parties, as the case may be.

"Pipeline" shall have the meaning set forth in the recitals to this Agreement.

"Priority Capacity" shall have the meaning set forth in Section 4.02.

"Priority Incremental Barrels" shall have the meaning set forth in Section 4.05.

"Product" or "Products" means petroleum products that conform to the Quality Specifications.

"Proration Policy" means the policy Carrier will use to allocate the capacity of the Pipeline in any Month during which the customers on the Pipeline submit Nominations for transportation on the Pipeline (or a particular segment thereof) that exceed the capacity of the Pipeline (or a particular segment thereof). A *pro forma* version of the Proration Policy is set forth in Item No. 90 of the *pro forma* Tariff, which is attached hereto as Exhibit C.

"Quality Specifications" shall mean the quality specifications set forth in Item No. 15 of Exhibit C hereto and in Exhibit D hereto. The Parties expressly agree and acknowledge that the Quality Specification set forth in Exhibits C and D shall apply as of the Effective Date, but that Carrier shall have the right, in its sole discretion, to revise the Quality Specifications during the Term of this Agreement and following any such revision, the revised quality specifications shall thereafter become the Quality Specifications for all purposes under this Agreement.

"Renewal Deadline" shall have the meaning set forth in Section 8.02(a).

"Renewal Term" shall have the meaning set forth in Section 8.02(a).

"Services" shall have the meaning set forth in Section 2.02.

"Support" shall have the meaning set forth in Section 15.01.

"Tariff" shall have the meaning set forth in Section 3.06.

"Term" shall mean the Initial Term plus any subsequent Renewal Term(s).

"Terminated Agreements" shall have the meaning set forth in Section 6.

“TSA” means a transportation services agreement entered into between a Committed Customer and Carrier during the Open Season for the transportation by Carrier of the Committed Customer’s Products on the Pipeline.

“Total Volume Commitments” means the aggregate Volume Commitments of all Committed Customers, including Customer’s Volume Commitment, as such amounts are set forth in the TSA of each Committed Customer.

“Uncommitted Customers” means any customer on the Pipeline that is not a Committed Customer.

“Uncommitted Rates” means the Base Rates and the Volume Incentive Uncommitted Rates.

“Volume Commitment” means the specific type and volume of Products that Customer agrees to ship on the Pipeline each day during the Term of the Agreement from the Origin Point to the Destination Point, as elected and specified by Customer in Exhibit A to this Agreement.

“Volume Incentive Uncommitted Rates” shall have the meaning set forth in Section 3.03(b).

Section 1.02 Unless the context otherwise requires, and except as otherwise defined in this Agreement, the terms defined in Section 1.01, when used herein, have the respective meanings therein specified, with each such definition to be equally applicable both to the singular and the plural forms of the term so defined.

Section 1.03 Unless the context otherwise requires, all references in this Agreement to an “Article,” “Section,” “subsection,” “Schedule,” or “Exhibit” shall be to an Article, Section, subsection, Schedule, or Exhibit of or to this Agreement. Unless the context otherwise requires, the words “this Agreement,” “hereof,” “hereunder,” “herein,” “hereby,” or words of similar import shall refer to this Agreement as a whole and not to a particular Article, Section, subsection, Schedule, Exhibit, clause, or other subdivision hereof. Whenever the context requires, the words used herein shall include the masculine, feminine, and neuter genders, and the singular and the plural.

ARTICLE 2

DEVELOPMENT AND OPERATION OF PIPELINE

Section 2.01 In consideration of Customer’s execution of this Agreement, Carrier agrees, subject to Applicable Law, to develop or cause to be developed the Pipeline, such that the Pipeline will be able to transport Customer’s Volume Commitment from the applicable Origin Points to the applicable Destination Point as of the Commencement Date.

Section 2.02 In accordance with the terms and conditions set forth in this Agreement, commencing as of the Commencement Date and continuing during the Term, Carrier agrees to receive from Customer properly Nominated and tendered volumes of Products at the Origin Point and to redeliver equivalent volumes of Products to Customer at the applicable Destination Point, subject to any adjustments made pursuant to the Tariff, including the Proration Policy contained therein (the “Services”). Carrier’s duty to provide Services shall be subject to Customer’s adherence to the provisions of this Agreement and to the provisions of the Tariff. Carrier may refuse to accept any Barrels of Products from Customer for Services if Customer is in violation of the Tariff (including the prorationing provisions thereof) or if Customer is in breach of this Agreement.

Section 2.03 The Commencement Date of the Pipeline may be during the fourth quarter of 2017, but is expected to be no later than on or before October 1, 2018; however, the Parties expressly acknowledge and understand that the actual Commencement Date may vary from the expected date listed in this Section 2.03, subject to Section 6.03 and Section 6.04 .

Section 2.04 In the event Carrier determines that the Pipeline is able to provide transportation services on a limited basis prior to the Commencement Date (“Interim Service Period”), Carrier may elect at its sole discretion to file a tariff at FERC covering such services and thereafter permit all interested parties, including Customer, to make shipments on the Pipeline pursuant to the terms of such tariff. The rates and rules and regulations (including the prorationing policy) applicable to transportation services offered by Carrier during the Interim Service Period shall be determined by Carrier, in Carrier’s sole discretion. Customer shall not be entitled to receive firm service, not subject to prorationing, during the Interim Service Period, and any shipments made by Customer during such Interim Service Period shall not reduce, or otherwise affect, Customer’s obligations under this Agreement. The tariff covering transportation services during the Interim Service Period shall provide that any shipment history earned during the Interim Service Period, including by Customer, shall not, in any manner, serve to limit the ninety percent (90%) of capacity on the Pipeline that will be reserved for allocation to Committed Customers, including Customer, following the Commencement Date.

Section 2.05 Carrier may, from time to time and in its sole discretion, add a new origin point to the Pipeline and in such an event, such new origin point shall become an Origin Point for all purposes under this Agreement. Upon the occurrence of such an event, Carrier may elect to allow each Committed Customer an opportunity to request that all or a portion of its Volume Commitment be reallocated to the new Origin Point. After receiving all such requests, Carrier will determine, in its sole discretion, what portion (if any) of each Committed Customer’s reallocation request it may elect to accommodate. Carrier will provide each Committed Customer with written notice regarding any reallocation request opportunity that arises during the Term and this notice will provide Customer with additional details regarding the reallocation request process, including (i) how Carrier will address a situation where Committed Customers submit requests for reallocation that exceed the capacity available for commitment at the expansion origin points and destination points, and (ii) how a Committed Customer’s Annual Firm Transportation Charge under this Agreement

will be revised to reflect a reallocation. In the event that a Committed Customer revises its Volume Commitment pursuant to this Section 2.05, such revised Volume Commitment shall apply for all purposes under this Agreement, including for purposes of calculating the Committed Customer's Annual Firm Transportation Charge.

ARTICLE 3

TRANSPORTATION CHARGES

Section 3.01

- (a) The "Committed Rate(s)" is the rate or rates to be paid by Customer for the transportation of Customer's Volume Commitment and any Priority Incremental Barrels and Flexible Service Barrels during the Term, as that rate or those rates may be changed from time to time by Carrier in the Tariff pursuant to the terms of this Agreement.
- (b) The Committed Rates that Customer agrees to pay as of the Commencement Date are the rates set forth in Exhibit B ("Initial Committed Rate(s)") that are applicable to Customer. Carrier shall determine which of the Committed Rates are applicable to Customer based on the Volume Commitment that Customer initially elects in Exhibit A hereto.
- (c) Customer may nominate Product shipments for delivery to destinations intermediate between the Origin Points and the Destination Point, provided that the rate applicable to such shipments will be the rate otherwise applicable for a shipment from the Origin Point to the Destination Point under this Agreement, and volumes delivered to such intermediate points will be considered to be in satisfaction of the Customer's Monthly Volume Commitment described in Section 4.01.
- (d) Carrier shall file the Initial Committed Rates in the applicable Tariff prior to the Commencement Date, and Customer expressly agrees that it intends to use the Services covered by the Initial Committed Rates and that it agrees to pay the Initial Committed Rates.

Section 3.02 At the beginning of each Contract Year after the first Contract Year, Carrier shall have the right to increase the then-effective Committed Rates to reflect



Section 3.03

Base Rates & Volume Incentive Uncommitted Rates.

- (a) Prior to the Commencement Date, Carrier shall establish a set of base rates in the Tariff that will apply to shipments by Uncommitted Customers from the Origin Point to the Destination Point (the "Base Rates"). The Base Rates may also apply to the Non-Priority Incremental Barrels shipped by Customer, as specified in Section 3.03(c).
- (b) Prior to the Commencement Date, Carrier shall also establish a series of volume incentive rates, which shall be discount rates from the Base Rates (the "Volume Incentive Uncommitted Rates"). The Volume Incentive Uncommitted Rates may apply to (i) shipments by Uncommitted Customers, and (ii) certain Non-Priority Incremental Barrels shipped by Customer, as specified in Section 3.03(c). The Volume Incentive Uncommitted Rates that Customer agrees to pay as of the Commencement Date are the rates set forth in Exhibit B.
- (c) For any Non-Priority Incremental Barrels that Customer ships in a Month, Customer agrees to pay either the applicable Base Rate or the applicable Volume Incentive Uncommitted Rate for such Non-Priority Incremental Barrels, with such rate being determined based upon the level of Non-Priority Incremental Barrels Customer shipped on the Pipeline during such Month.

(d)

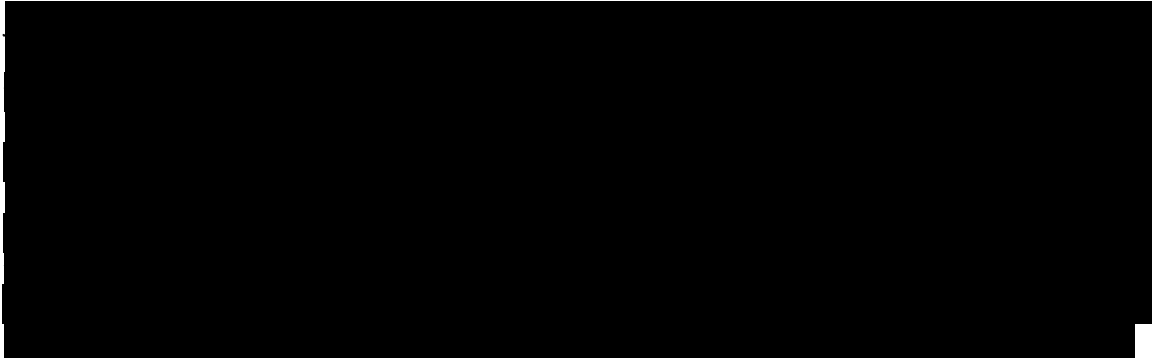
(e)

[REDACTED]

Section 3.04 To the extent permitted by Applicable Law, Carrier may, at its election, file the Committed Rates and the Uncommitted Rates, including the Initial Committed Rates and any subsequent changes thereto pursuant to the terms of this Agreement, as Settlement Rates under 18 C.F.R. § 342.4(c), and Customer expressly agrees to Support such filings, in accordance with Article 15 below.

[REDACTED]

Section 3.06 Prior to the Commencement Date, Carrier shall (i) file a tariff or tariffs with FERC that shall contain the rules, regulations, and rates covering the transportation of Products from the Origin Point to the Destination Point ("Tariff"). The information set forth in such Tariff shall be considered to be a part of this Agreement. All shipments of Products on the Pipeline by Customer shall be governed by the Tariff and subsequent reissues thereof. A *pro forma* version of the Tariff (exclusive of the Shipper Manual) is attached hereto as Exhibit C. Carrier may revise the Tariff from time to time, including prior to its initial filing at FERC, so long as such revisions do not materially conflict with the terms of this Agreement, and Customer agrees to Support such filings in accordance with Article 15 below.



ARTICLE 4

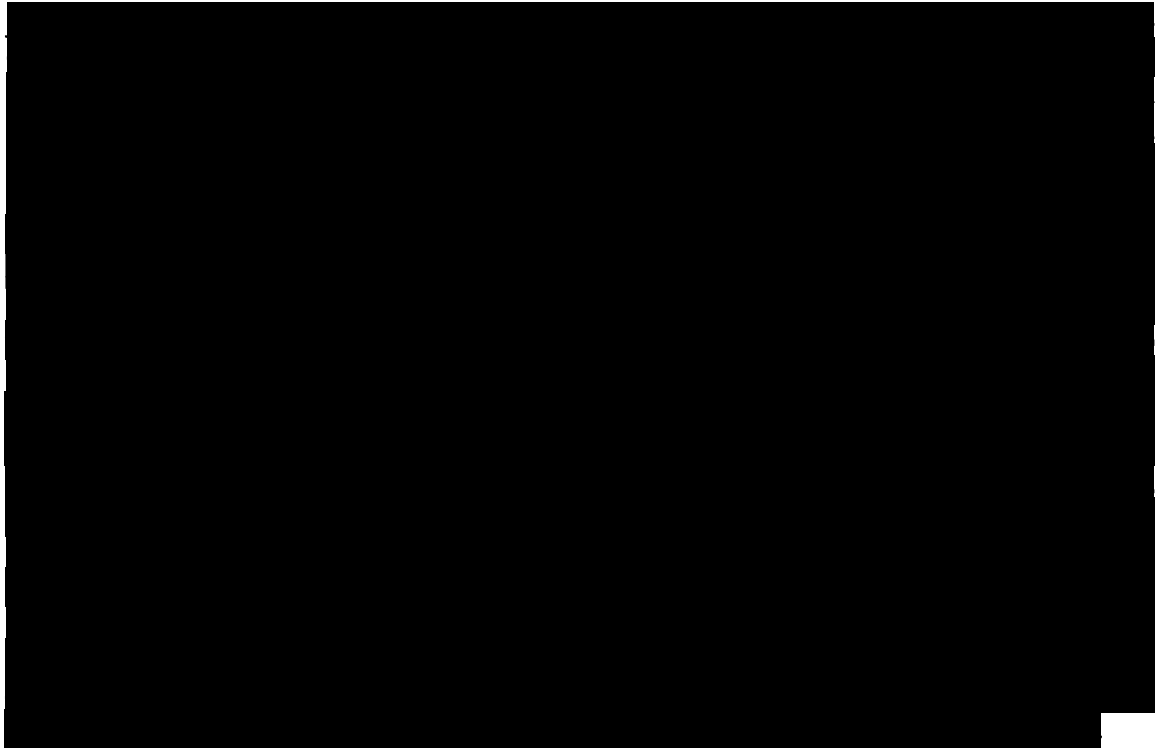
VOLUME COMMITMENT AND ANNUAL DEFICIENCY PAYMENT

Section 4.01 As an inducement to Carrier to develop the Pipeline pursuant to the terms and conditions of this Agreement, without which inducement Carrier would not develop or provide the Pipeline, Customer covenants that beginning on the Commencement Date and continuing thereafter during the Term, Customer shall Nominate and tender its Monthly Volume Commitment for shipment each Month on the Pipeline or otherwise pay any Annual Deficiency Payment owed to Carrier each Contract Year, calculated in accordance with the provisions of Section 4.03; provided, that if the Commencement Date falls on a date other than the first day of a Calendar Year, Customer's obligations and rights and Carrier's obligations and rights under this Article 4 will be pro-rated through the end of that calendar year.

Section 4.02 In accordance with the provisions of the Tariff and the Proration Policy, Customer shall be entitled to receive priority capacity on the Pipeline each Month, which is capacity not subject to prorationing except in the event of operational disruptions or Force Majeure events ("Priority Capacity"), to the extent Customer's Nomination corresponds to Customer's Monthly Volume Commitment, provided, however, that such Priority Capacity may be reduced in an event of Force Majeure or other operational disruptions. If Customer's Nomination differs from Customer's Monthly Volume Commitment (with regard to any difference, including but not limited to, volume level, type of Product to be transported, or the Origin Point of the proposed shipments), Carrier shall allocate capacity to Customer on a priority basis as to Priority Incremental and Flexible Service Barrels and in accordance with Item 90-A of the pro forma Proration Policy appended hereto, as such provision may be revised from time to time, in a manner consistent with the terms of this Agreement. Nominations of Product shipments for delivery to Intermediate Points will remain subject to paragraph (C)(ii)(1) of Item 90-A of the Proration Policy.

Section 4.03 Subject to the terms and conditions of this Agreement, including but not limited to those in Article 7, beginning on the Commencement Date and continuing during the Term, if the Deficiency Transportation Charges Customer incurs at the end of any Contract Year are less than Customer's Annual Firm Transportation Charge for such Contract Year,

Customer shall make a payment to Carrier equal to its Annual Firm Transportation Charge minus its Deficiency Transportation Charges (“Annual Deficiency Payment”). It is expressly understood that in the event Carrier refuses to accept volumes of Product Nominated and/or tendered by Customer for shipment because Customer is not in compliance with the Tariff or is in violation of this Agreement, as permitted by Section 2.02, no reduction will be made to Customer’s Annual Deficiency Payment if, as a result of such refusal, Customer’s Deficiency Transportation Charges fail to equal its Annual Firm Transportation Charge for such Contract Year.



Section 4.05 Customer shall have the right, but not the obligation, in any Month during the Term to Nominate Incremental Barrels for shipment on the Pipeline. Upon receipt of Customer’s Nomination of such Incremental Barrels, Carrier shall determine, in accordance with the provisions of the Tariff, including the Proration Policy, if it has available capacity to transport such Incremental Barrels, and it shall notify Customer of such determination in accordance with the provisions of the Tariff and the Proration Policy.

- (a) Any Incremental Barrels for which Customer is allocated capacity under Item No. 90-A(C) of the Tariff (or such subsequent provision) shall be known as “Priority Incremental Barrels” for purposes of this Agreement.
- (b) Any Incremental Barrels for which Customer is allocated capacity under Item No. 90-A(E) of the Tariff (or such subsequent provision) shall be known as “Non-Priority Incremental Barrels” for purposes of this Agreement.

Section 4.06 Customer agrees that, to the extent it does not submit a Nomination that equals or exceeds its Monthly Volume Commitment in any Month, Carrier shall be free to utilize such unused capacity for the provision of transportation services to other customers without impacting the payment obligations of Customer, including Customer's obligations pursuant to Section 4.03.

The Total Volume Commitments shall not exceed ninety percent (90%) of the operating capacity of any segment of the Pipeline at any time during the Term. In the event that Carrier receives volume commitments from potential Committed Customers during the Open Season that exceed the capacity on the Pipeline that is available for such volume commitments, Carrier has the right, for up to thirty (30) days following the end of the Open Season, to reduce the Volume Commitment that Customer elected and included in Exhibit A hereto, the reduction of which shall be calculated pursuant to the net present value methodology described in Carrier's Open Season notice.

Section 4.07 To the extent permitted by Applicable Law, Carrier may conduct one or more additional open seasons to obtain volume commitments for the Pipeline at tariff rates and on terms and conditions that may vary from the rates or the terms and conditions provided for in this Agreement.

ARTICLE 5

BILLING AND PAYMENT

Section 5.01 Invoices, billings, and payments hereunder for transportation charges shall be in accordance with and performed pursuant to Carrier's payment policies in effect from time to time, as set forth in the Tariff.

Section 5.02 Following the end of each Contract Year, Carrier shall submit an invoice to Customer for any Annual Deficiency Payment that Customer owes to Carrier for such Contract Year and Customer agrees to pay such invoice within ten (10) days of receipt thereof. All such invoices shall be forwarded to Customer at the address set forth at Section 17.03 hereof. A dispute as to any amount of an Annual Deficiency Payment then due shall not excuse nonpayment by Customer; provided, however, that payment by Customer of any amount in dispute shall not constitute a waiver of Customer's rights or an admission to Customer's detriment with respect to such disputed amount.

Section 5.03 Any payment hereunder not made on or before its due date under this Agreement shall be subject to an interest charge equal to U.S. prime rate as published in the Wall Street Journal on the date such payment was due or, if such rate isn't published on the due date, on such immediately preceding business day, plus two percent (2%) per annum beginning on the day after such payment was due and continuing until the day such payment is made. The interest shall be calculated on the basis of actual days elapsed divided by Three Hundred and Sixty (360). Notwithstanding this Article, failure to make any payment on or

before its due date shall be a default by the Party failing to make such payment. Notwithstanding any provision to the contrary in this Agreement, in no event will this Agreement require the payment or permit the collection or charging of interest in excess of the maximum amounts legally permitted by the applicable usury laws. If any such excess of interest is contracted for, charged, or received under or in connection with this Agreement so that under any circumstances whatsoever the amount of interest contracted for, charged, or received under or in connection with this Agreement shall exceed the maximum amount of interest permitted by such applicable usury laws, then (i) the limitations herein shall govern and control, (ii) no person or entity now or hereafter liable for such indebtedness shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount of interest permitted by such applicable usury law, (iii) any such excess that may have been collected shall be refunded to the person or entity that paid such amount, and (iv) the effective rate of interest automatically shall be reduced to the maximum lawful contract rate allowed for this Agreement under such applicable usury laws.

ARTICLE 6

CONDITIONS

Section 6.01 Notwithstanding anything in this Agreement to the contrary, the obligations of Carrier to develop the Pipeline and to perform any of the Services hereunder shall be subject to satisfaction or waiver by Carrier of all of the conditions set forth below:

- (a) Execution by Carrier and the relevant counter-party or parties of any agreements for interconnections to the Pipeline deemed necessary or desirable by Carrier;
- (b) Receipt by Carrier of the Declaratory Order Approvals;
- (c) Receipt by Carrier or its affiliates, including Laurel Pipe Line Company, L.P., of all Authorizations and appropriate and final governmental approvals and other applicable authorizations for the Pipeline, including any necessary lease and/or capacity rights from another pipeline, on terms acceptable to Carrier; and
- (d) Customer's compliance with all of its material obligations hereunder prior to the Commencement Date of the Pipeline.

Section 6.02 Carrier shall have the right, at its sole discretion, within sixty (60) days of the applicable event and upon thirty (30) days written notice to Customer, either to terminate this Agreement or to open negotiations to reform this Agreement, if:

- (a) any one of the conditions set forth in Section 6.01 are not fully met to the satisfaction of Carrier in Carrier's sole discretion;

- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]

[REDACTED]

Section 6.03 Notwithstanding anything in this Agreement to the contrary, Customer shall not be required to perform its obligations contemplated under this Agreement until either Carrier has satisfied or Customer has waived each of the conditions set forth below:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]

[REDACTED]

[REDACTED]



ARTICLE 7

FORCE MAJEURE

Section 7.01 If a Force Majeure Event prevents Carrier from performing an obligation, or obligations, under this Agreement, such obligation or obligations of Carrier shall be excused and suspended during the continuance of such event, but for no longer period. Any suspension of Carrier's obligations under this Agreement pursuant to this Section 7.01 shall not be deemed to be a breach of this Agreement. If Carrier is unable to provide Services due to a Force Majeure Event, any Annual Deficiency Payment(s) that would otherwise be payable by Customer for the period during which Carrier's Force Majeure Event occurred shall be reduced to account for the quantity of Customer's Products that Carrier was unable to transport on the Pipeline due to the Force Majeure Event; provided, however, that in such an event the Term of this Agreement would be extend pursuant to Section 8.03. The Parties expressly agree and acknowledge that the reduction to Customer's Annual Deficiency Payment referenced in this Section 7.01 shall not account for any Incremental Barrels or Flexible-Service Barrels that Customer Nominated for transportation during the period during which the Force Majeure event occurred, but which Carrier was unable to transport due to the event of Force Majeure.

Section 7.02 If a Force Majeure Event prevents Customer from performing any obligation, or obligations, under this Agreement other than to make payments of any amounts due to Carrier hereunder, including but not limited to Annual Deficiency Payment(s) becoming due under Section 4.03, such obligation or obligations of Customer shall be excused and suspended during the continuance of such event, but for no longer period. For purposes of clarity, the Parties expressly agree and understand that a Force Majeure Event declared by Customer will have no impact on either the calculation of Annual Deficiency Payment(s) due under Section 4.03 of this Agreement or Customer's obligation to timely pay such Annual Deficiency Payment(s) to Carrier. Any suspension of Customer's obligations under this Agreement pursuant to this Section 7.02 shall not be deemed to be a breach of this Agreement.

Section 7.03 Any Party experiencing a Force Majeure Event under this Agreement shall give the other Party notice of such Force Majeure Event within forty-eight (48) hours after discovering the event of Force Majeure Event, pursuant to the provisions of this Agreement.

Section 7.04 If the operations of the Pipeline are disrupted in any Month during the Term and such event is not declared an event of Force Majeure by Carrier, but, as a result of such operational disruption, Carrier is unable to provide Services for any portion of Customer's Volume Commitment that Shipper properly Nominated and/or tendered for Services in accordance with the provisions of this Agreement, the Tariffs and the Proration Policy, then any Annual Deficiency Payment that would otherwise be payable by Shipper for the period during which the operational event occurred shall be reduced to account for the quantity of Customer's Volume Commitment that Carrier was unable to provide Services for due to the operational disruption, and such reduction in service shall not be considered a default of Carrier's obligations. The Parties expressly agree and acknowledge that the reduction to Customer's Annual Deficiency Payment referenced in this Section 7.04 shall not account for any Incremental Barrels that Customer Nominated for transportation during the period during which the operational event occurred, but which Carrier was unable to transport due to the operational disruption.

ARTICLE 8

TERM

Section 8.01 This Agreement shall be in full force and effect as of the Effective Date and, subject to other provisions contained herein, including Section 8.03, shall continue in effect for ten (10) years from the Commencement Date (the "Initial Term"). All of the obligations and liabilities of Carrier and Customer under this Agreement shall apply and be effective as of the Effective Date; provided, however, that, Customer's Volume Commitment obligation and Annual Deficiency Payment obligation under Sections 4.01 and 4.03, respectively, and Carrier's transportation service obligations under Section 2.02 shall not commence until the Commencement Date.

Section 8.02

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

Section 8.03 If Carrier is unable to carry out its transportation obligations to Customer under this Agreement at any time during the Term of this Agreement due to one or more Force Majeure Event(s) declared by Carrier under Section 7.01, Carrier shall have the right, but not the obligation, to extend the Term of this Agreement for a period equal to the cumulative period of such Force Majeure Event(s) (the “FM Extension Term”), not to exceed 24 months, by providing Customer with written notice of Carrier’s intent to implement the FM Extension Term by the earlier of either (i) ninety (90) days following the conclusion of a Force Majeure Event, or (ii) thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term(s), and such FM Extension Term shall begin immediately at the end of the later of (i) the Initial Term, or (ii) the then-current Renewal Term(s). Customer’s volume commitment during such FM Extension Term shall equal the total number of Barrels of Customer’s Volume Commitment that Customer was unable to ship on the Pipeline as a result of the Force Majeure Event(s) declared by Carrier and for which Customer’s Annual Deficiency Payment was reduced, pursuant to Section 7.01 (“FM Volume Commitment”). If, during any FM Extension Term, Customer ships less than the FM Volume Commitment, Customer will pay Carrier a deficiency payment equal to the then current Committed Rate(s) applicable to Customer’s FM Volume Commitment multiplied by the FM Deficient Barrels (the “FM Deficiency Payment”). Carrier will invoice Customer for any FM Deficiency Payment in accordance with Article 5 hereof. During such FM Extension Term, Customer shall have the right to receive Priority Capacity each day for an amount of capacity equal to Customer’s FM Volume Commitment divided by the number of days in the FM Extension

Term. All other rights and obligations of Carrier and Customer during such FM Extension Term shall be those set forth in this Agreement.

ARTICLE 9

LIMITATIONS

Section 9.01 CUSTOMER AND CARRIER AGREE THAT THE RECOVERY BY EITHER PARTY HERETO OF ANY DAMAGES SUFFERED OR INCURRED BY IT AS A RESULT OF ANY BREACH BY THE OTHER PARTY OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL DAMAGES SUFFERED OR INCURRED BY THE NON-BREACHING PARTY AS A RESULT OF THE BREACH BY THE BREACHING PARTY OF ITS OBLIGATIONS HEREUNDER AND IN NO EVENT SHALL THE BREACHING PARTY BE LIABLE TO THE NON-BREACHING PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, LOSS OF PROFITS, EXEMPLARY, OR PUNITIVE DAMAGES, EXCEPT TO THE EXTENT CONSTITUTING PART OF A THIRD-PARTY CLAIM SUFFERED OR INCURRED BY THE NON-BREACHING PARTY AS A RESULT OF THE BREACH BY THE BREACHING PARTY OF ANY OF ITS OBLIGATIONS HEREUNDER. THE PARTIES EXPRESSLY AGREE, HOWEVER, THAT CUSTOMER'S FAILURE TO PAY THE COMMITTED RATES, THE BASE RATES, THE UNCOMMITTED VOLUME INCENTIVE RATES, ANY ANNUAL DEFICIENCY PAYMENTS, OR ANY OTHER RATES OR CHARGES DUE UNDER THIS AGREEMENT OR THE TARIFF SHALL NOT BE DEEMED TO GENERATE CARRIER LOST PROFITS OR BE DEEMED TO CONSTITUTE INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EACH PARTY SHALL BEAR FULL RESPONSIBILITY, WITHOUT LIMIT, FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ATTRIBUTABLE TO ITS MANAGERIAL AND SENIOR SUPERVISORY PERSONNEL AND, IN NO EVENT, WILL A PARTY BE REQUIRED TO RELEASE OR INDEMNIFY THE OTHER PARTY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ATTRIBUTABLE TO THE OTHER PARTY'S MANAGERIAL AND SENIOR SUPERVISORY PERSONNEL.

ARTICLE 10

GOVERNMENTAL LAWS AND REGULATIONS

Section 10.01 This Agreement shall be subject to all Applicable Law, including without limitation the Tariff and any laws related to common carrier pipelines. In the event that any term of this Agreement or any Exhibit hereto conflicts with Applicable Law or the Tariff, the latter shall prevail; provided, however, that the Parties do not intend by this Section 10.01 that the Services provided by Carrier or the rates paid by Customer for the Services, including the Committed Rates or the Initial Committed Rates, should be subject to modification or amendment by any Governmental Authority.

Section 10.02 SUBJECT TO THE PRECEDING PROVISIONS CONTAINED IN SECTION 10.01, THE RIGHTS AND LIABILITIES OF THE PARTIES AND THE PROVISIONS OF THIS AGREEMENT SHALL BE DETERMINED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

Section 10.03 To the fullest extent permitted by Applicable Law, the Parties hereby irrevocably submit to the non-exclusive jurisdiction of any federal court sitting in the Southern District of Texas in respect of any suit, action, or proceeding arising out of or relating to the provisions of this Agreement and irrevocably agree that all claims in respect of any such suit, action, or proceeding may be heard and determined in any such court. The Parties hereby waive, to the fullest extent permitted by Applicable Law, any objection that they may now or hereafter have to the laying of venue of any such suit, action, or proceeding brought in any such court, and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND AS SEPARATELY BARGAINED-FOR CONSIDERATION, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

Section 10.04 This Agreement is subject to all present and future valid laws and lawful orders of all regulatory bodies now or hereafter having jurisdiction over either or both the Parties, and should either of the Parties, by force of any such law or regulation imposed at any time during the term of this Agreement, be rendered unable, wholly or in part, to carry out its obligations under this Agreement, other than Customer's obligation to make payments due hereunder, then this Agreement shall continue nevertheless and shall then be deemed modified to conform with the requirements of such law or regulation. This Agreement is expressly made subject to the Tariff and other filings made by Carrier and any inconsistencies between this Agreement and the Tariff shall be resolved in favor of the Tariff.

ARTICLE 11

DEFAULT

Section 11.01 In addition to any other provisions of this Agreement related to default, it is understood and agreed that if either Party hereto shall fail to materially perform any of the covenants or obligations imposed upon it under and by virtue of this Agreement, then in such event the other Party hereto may, at its option, terminate this Agreement by proceeding as follows:

- (a) The Party not in default shall cause a written notice to be served on the Party in default stating specifically the cause for terminating this Agreement and declaring it to be the intention of the Party giving notice to terminate the same, whereupon the Party in default shall have thirty (30) days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in

the notice for terminating this Agreement, and if within said period of thirty (30) days the Party in default does so remedy or remove said cause or causes then such notice shall be withdrawn and this Agreement shall continue in full force and effect.

- (b) In case the Party in default does not so remedy or remove the cause or causes within said period of thirty (30) days, then, at the option of the Party giving the notice, this Agreement shall become null and void from and after the expiration of said period.
- (c) If a default cannot be reasonably cured within the thirty (30)-day period and the Party in default has commenced to remedy the cause of default within such thirty (30)-day period and continues diligently pursuing such remedy after such thirty (30)-day period, then the Party not in default may not terminate this Agreement until such time as the Party in default stops diligently pursuing a remedy of the default or it becomes obvious after ninety (90) days following such thirty (30)-day period that a remedy of the default is not immediately forthcoming.

Section 11.02 In the event this Agreement is terminated under Article 6 or this Article 11, the Parties shall be mutually released from any and all obligations under this Agreement, other than liabilities previously incurred; provided, however, that in the event Carrier gives notice of termination as a result of an event of default by Customer pursuant to this Article 11 and/or terminates this Agreement as a result of such event of default, Customer shall: (i) continue to be obligated to pay Annual Deficiency Payments owed to Carrier under Section 4.03 for the duration of the Term; or, (ii) at its option, pay in one lump sum the net present value of the remaining Annual Deficiency Payments owed to Carrier for the duration of the Term, calculated using a 8% discount rate. In addition, any termination of this Agreement shall be without waiver of or prejudice to any remedy (legal, equitable, or otherwise) to which the Party not in default may be entitled for violations, defaults, or breaches of this Agreement.

ARTICLE 12

REPRESENTATIONS AND WARRANTIES

Section 12.01 Carrier represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and has all requisite legal power and authority to execute this Agreement and any ancillary agreements and carry out the terms, conditions and provisions hereof;
- (b) This Agreement constitutes the valid, legal and binding obligation of Carrier, enforceable in accordance with the terms hereof;

- (c) There are no actions, suits or proceedings pending or, to Carrier's knowledge, threatened against or affecting Carrier as of [•] before any court or administrative body that materially adversely affects the ability of Carrier to meet and carry out its obligations under this Agreement; and
- (d) Carrier has taken all corporate or other necessary action to authorize the execution and delivery by Carrier of this Agreement.

Section 12.02 Customer represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and has all requisite legal power and authority to execute this Agreement and any ancillary agreements and carry out the terms, conditions and provisions hereof;
- (b) This Agreement constitutes the valid, legal and binding obligation of Customer, enforceable in accordance with the terms hereof;
- (c) There are no actions, suits or proceedings pending or, to Customer's knowledge, threatened against or affecting Customer before any court or administrative body that might materially adversely affect the ability of Customer to meet and carry out its obligations under this Agreement; and
- (d) Customer has taken all corporate or other necessary action to authorize the execution and delivery by Customer of this Agreement.

ARTICLE 13

FINANCIAL ASSURANCES

Section 13.01 As of the Effective Date, Customer represents that if its most senior unsecured debt is rated, it is rated at BBB- or higher by S&P or Baa3 by Moody's. If Customer's debt is not rated by a qualified debt rating agency, or if Customer's debt falls below that rating at any time prior to the Commencement Date:

- (a) Customer shall provide (1) financial data sufficient for Carrier, in its sole discretion, to ascertain Customer's credit-worthiness or (2) such assurance as may be requested by Carrier, which financial assurance may be in the form of a guaranty agreement.
- (b) A guaranty provided hereunder shall be executed by an acceptable guarantor in favor of Carrier pursuant to which the guarantor guarantees to Carrier the prompt and full payment of the obligations of Customer owing to Carrier pursuant to this Agreement. Any such guarantor shall be a corporation, company, partnership or other legal entity whose credit-worthiness is reasonably satisfactory to Carrier.

- (c) If Carrier requests a guaranty pursuant to this Section 13.01, it shall be in form and substance reasonably satisfactory to Carrier.

In the event Customer fails to comply with any obligation in Section 13.01 on or before the due date provided therein, Carrier shall not be obligated to provide Customer with access to the Pipeline or to provide Services pursuant to this Agreement or the Tariff until such requirement is fully met. Carrier's decision to withhold Services to Customer pursuant to this Section 13.01 shall not relieve Customer of its obligation to make Annual Deficiency Payments under Section 4.03 of this Agreement.

Section 13.02 As of the Commencement Date, Customer shall comply with the credit requirements required in the Tariff.

Section 13.03 Any failure of Customer to comply with the provisions of this Article 13 will constitute an event of default by Customer under Article 11 of this Agreement.

Section 13.04 Carrier shall have a self-executing lien on all Products in its possession belonging to Customer to secure the payment of any and all charges owed by Customer to Carrier under this Agreement (including Annual Deficiency Payments) that are due Carrier and that are unpaid by Customer, and Carrier may withhold Customer's Products from delivery to Customer until all unpaid charges have been paid. Such lien shall extend to all Products in Carrier's possession beginning with Customer's first receipt of transportation or other services from Carrier and shall survive delivery of Products to Customer. Customer agrees to execute such additional documents as may be reasonably necessary to perfect or evidence such lien; provided, however, that Carrier shall not make such a request from Customer to do so unless and until Customer is at least sixty (60) days in arrears of any payment due to Carrier under this Agreement. If a bill of lading is required under Applicable Law for such a lien to arise, acceptance of the Nomination will be deemed to be the bill of lading for all Products subject to such Nomination. The lien provided herein shall be in addition to any lien or security interest provided by the Tariff, statute or Applicable Law.

ARTICLE 14

TAXES

Section 14.01 Customer shall pay any and all applicable taxes (including, but not limited to, excise taxes, sales taxes, and value added taxes), fees, assessments, and charges with respect to the receipt, handling, or transportation of Product hereunder, specifically excluding any taxes measured on income earned by Carrier from providing such services, and excluding all property taxes applicable to Carrier's facilities and real estate. Carrier shall cooperate with Customer in any protest or contest by Customer of such taxes solely at Customer's expense. Customer hereby agrees to indemnify, defend and hold harmless Carrier from and against any and all taxes levied against or with respect to Customer's Products delivered or Services provided under this Agreement.

ARTICLE 15

DUTY TO SUPPORT

Section 15.01 Subject to the provisions of Section 15.02, Customer hereby agrees:

- (a) not to protest, complain, or take any action, directly or indirectly, nor cause any affiliated entity or other entity to protest, complain, or take any action, that is designed to or may delay review or effectiveness of any filing of the Tariff at FERC by Carrier; to the extent such filing(s) relate to, impact or otherwise affect any aspect of this Agreement, including but not limited to the Committed Rates, the Initial Committed Rates, the Volume Incentive Uncommitted Rates, any rates filed by Carrier applicable to the Interim Service Period, and or the Base Rates;
- (b) not to protest, complain, or take any action, directly or indirectly, seeking to undermine or challenge the terms of this Agreement; and
- (c) not to protest, complain, or take any action, directly or indirectly, that is designed to or may delay review or approval of any Authorizations for the Pipeline.

(collectively, "Support").

Section 15.02 Section 15.01 and any other obligation of Customer hereunder to Support shall not apply with respect to any filings made by, or actions or omissions of, Carrier that materially conflict with the terms and conditions of this Agreement.

ARTICLE 16

Reserved.

ARTICLE 17

MISCELLANEOUS

Section 17.01 Waiver and Remedies. The failure of either Carrier or Customer to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect. Unless specifically provided otherwise in this Agreement, the rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by a Party shall not preclude or waive its right to use any or all other remedies. Rights and remedies hereunder are given in addition to any other rights a Party may have by law, statute, in equity, or otherwise unless provided otherwise in this Agreement.

Section 17.02 Drafting. As between the Parties, it shall be conclusively presumed that each and every provision of this Agreement was drafted jointly by Carrier and Customer.

Section 17.03 Notices. All notices under this Agreement shall be sufficiently given for all purposes if in writing and personally delivered, delivered by recognized carrier service (e.g., Federal Express) or sent by registered or certified mail, or sent by facsimile communication to the address or number set forth below or such other address or number of which a Party may notify the other Party in writing:

If to Carrier: Buckeye Pipe Line Company, L.P.
5 Tek Park
9999 Hamilton Blvd
Breinigsville, PA 18031
Attention: VP, Domestic Pipelines
Facsimile: _____

If to Customer: _____

Attention:
Facsimile:

Section 17.04 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 17.05 Effect of Prior Agreements. This Agreement constitutes the entirety of the Agreement between the Parties and supersedes all prior agreements, understandings, and commitments between the Parties, whether oral or written, concerning the subject matter hereof, and all such prior agreements and understandings with respect to the subject matter hereof are merged into this Agreement as of the Effective Date.

Section 17.06 Amendment. No variation, modification, waiver, or change of or to this Agreement shall be binding upon either Party unless effectuated by an instrument in writing and signed by both of the Parties.

Section 17.07 Assignment. The rights and obligations of this Agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties; provided, however, any assignment or attempted assignment by a Party shall be void without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, delayed or denied; provided, further, that a reasonable basis for Carrier withholding consent may include the financial condition of the assignee raising reasonable concern relating to the ability of the assignee of Customer to perform under this Agreement or the Tariff or such assignee's failure to comply with the credit and financial assurances requirements in this Agreement or in the Tariff.

Section 17.08 Third Person. Nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person not a party hereto any rights or remedies under or by reason of this Agreement.

Section 17.09 Survival. Notwithstanding the termination of this Agreement for any reason, each Party will be liable for all of its accrued obligations hereunder up to and including the date on which the termination becomes effective.

Section 17.10 Exhibits. Exhibits A, B, C, and D to this Agreement are hereby incorporated into and made a part of this Agreement.

Section 17.11 Severability. If any provision of this Agreement or the application of any such provision shall be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or any subsequent application of such provision held invalid, illegal or unenforceable. The Parties hereto intend that in lieu of any such invalid, illegal or unenforceable provision, there shall be added, as part of this Agreement, a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and may be valid, legal and enforceable. The Parties further expressly agree that any determination by a court or agency of competent jurisdiction that the relationship between the Committed Rates applicable to Customer and the rates applicable to a similarly-situated Uncommitted Customer is invalid, illegal or unenforceable, shall not deem or render this Agreement invalid, illegal or unenforceable and that in such an event, Carrier will either (i) revise the affected Base Rates and/or Volume Incentive Uncommitted Rates to ensure such that such rates are at least one penny lower than the rates applicable to similarly-situated Committed Customers, or (ii) revise the Base Rates and/or Volume Incentive Uncommitted Rates in such a manner as to make the relationship between such Committed Rates and the rates applicable to similarly-situated Uncommitted Customers valid, legal, and enforceable.

Section 17.12 Audit. Customer shall, upon giving reasonable advance notice, have the right to audit, at its cost and expense and during ordinary business hours, Carrier's accounting records and other pertinent documents that relate to the receipts or delivery of Customer's volumes under this Agreement; provided, however, that Customer's audit rights under this Section 17.12 shall be strictly limited to Customer's information only and shall not entitle Customer to review or otherwise audit any information regarding other customers on the Pipeline. Carrier will retain these records and documents for a period of at least three (3) years. All such accounting records shall be deemed confidential information.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date first above written.

CUSTOMER

[Name]

By: _____

Name: _____

Title: _____

Date signed: _____

CARRIER:

BUCKEYE PIPE LINE COMPANY, L.P.

By MainLine L.P., its sole general partner

By MainLine GP LLC, its sole general partner

By: _____

Name: _____

Title: _____

EXHIBIT A

to TRANSPORTATION SERVICES AGREEMENT
Between _____ as Customer and
Buckeye Pipe Line Co., L.P. as Carrier

Dated as of _____, 2016

VOLUME COMMITMENT

No.	Origin Point [Note 1]	Destination Point [Note 2]	Product Type [Note 3]	Volume Commitment (BPD) [Note 4]
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
Total Volume Commitment				

Notes:

1. The Origin Points available for commitment include: (i) Detroit, Michigan, (ii) Woodhaven, Michigan, (iii) Toledo, Ohio, (iv) Lima, Ohio, (v) Findlay, Ohio, and (vi) Midland, Pennsylvania.
2. The Destination Point available for commitment is El Dorado, Pennsylvania. However, Customer may nominate Product shipments for delivery to Intermediate Points, provided that the rate applicable to such shipments will be the rate otherwise applicable for a shipment from the Origin Point to the Destination Point under this Agreement, and volumes delivered to such intermediate points will be considered to be in satisfaction of the Customer's Monthly Volume Commitment described in Section 4.01 above.

3.



Customer's Volume Commitment for purposes of the TSA shall be comprised of the sum of each of Customer's separate commitments and must equal at least 5,000 BPD.

EXHIBIT B

to TRANSPORTATION SERVICES AGREEMENT
Between _____ as Customer and
Buckeye Pipe Line Co., L.P. as Carrier

Dated as of _____, 2016

INITIAL COMMITTED RATES, BASE RATES AND
VOLUME INCENTIVE UNCOMMITTED RATES

			Tier One (Note 1)		Tier 2 (Note 2)	
Origin	Destination	Uncommitted Base Rates	Volume Incentive Uncommitted Rates (\$/bbl)	Initial Committed Rates (\$/bbl)	Volume Incentive Uncommitted Rates (\$/bbl)	Initial Committed Rates (\$/bbl)
Woodhaven, MI	Eldorado, PA	TBD	██████	██████	██████	██████
Detroit, MI	Eldorado, PA	TBD	██████	██████	██████	██████
Toledo, OH	Eldorado, PA	TBD	██████	██████	██████	██████
Findlay, OH	Eldorado, PA	TBD	██████	██████	██████	██████
Lima, OH	Eldorado, PA	TBD	██████	██████	██████	██████
Midland, PA	Eldorado, PA	TBD	██████	██████	██████	██████

Notes:

██
██
██

EXHIBIT C

to TRANSPORTATION SERVICES AGREEMENT
Between _____ as Customer and
Buckeye Pipe Line Co., L.P.as Carrier

Dated as of _____, 2016

***PRO FORMA* FERC RULES AND REGULATIONS TARIFF**

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PARTICIPATING CARRIERS

NAME OF CARRIER

Norco Pipe Line Company LLC

GENERAL APPLICATION

Rules and regulations published herein apply only in connection with tariffs which make specific reference by F.E.R.C. number to this tariff; such reference will include supplements hereto and successive issues hereof.

Commodities as specified and defined herein will be transported through Carrier's facilities only as provided in this rules and regulations tariff, except that specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

ITEM NO. 5 – DEFINITIONS

2016 Open Season Has the meaning provided in Item No. 90-A.

Batch Means a quantity of one Commodity moved in a pipeline as an identifiable unit. A Batch shall be designated by the Shipper as Segregated or Fungible, as follows:

- (1) A "Segregated Batch" is a quantity of one Commodity meeting the specifications set forth in Item 15, for which the Shipper desires separate identity and segregation so as to deliver, as nearly as reasonably practicable, the identical Commodity received. Transportation of a Batch as a Segregated Batch is subject to the availability of tankage.
- (2) A "Fungible Batch" is a quantity of one Commodity which meets Carrier's established specifications and may be commingled with other Batches of Commodities meeting the same specifications for pipeline movement. Fungible Batches can only be nominated at New Jersey, New York, or Pennsylvania Origins.

Carrier Means and refers to Buckeye Pipe Line Company, L.P. and other Carriers participating in joint tariffs as shown in tariffs making specific reference to this tariff publication.

Committed Rate(s) Means the rate or rates to be paid by a Committed Shipper for the transportation of the Committed Shipper's Volume Commitment and any Priority Incremental Barrels, as that rate or those rates may be changed from time to time by Carrier in this tariff pursuant to the terms of the Committed Shipper's TSA.

Committed Shipper Has the meaning provided in Item No. 90-A.

Commodity Means and refers to refined petroleum products, intermediate petroleum products, liquefied petroleum gas, and aviation turbine fuel as specified and defined in Item 15 "Specifications of Commodities."

Consignee Means the party or Delivery Tanker to whom a Shipper has ordered the delivery of Commodities to a Destination.

Contract Year	Means for a Committed Shipper, the period beginning on the Commencement Date or any anniversary thereof and ending three hundred sixty-five (365) days (three hundred sixty-six (366) days in the case of leap years) later.
Destination	Means the specific location on Carrier's system as designated in its tariff where Carrier delivers Commodities.
Nomination	Means a designation or electronic communication from a Shipper to Carrier of an approximate quantity of Commodities for transportation from a specified Origin(s) to a specified Destination(s) over a period of one calendar month.
Origin	Means the specific location on Carrier's system as designated in its tariff where Carrier accepts Commodities for shipment.
Priority Incremental Rates	Has the meaning stated in Item No. 90-A.
Shipper	Means the party who contracts with the Carrier for transportation under the terms of this tariff.
Supply Source	Means the connecting facility or Receipt Tanker from whom a Shipper has ordered delivery of Commodities to Carrier's receipt manifold at a specified Origin.
Tanker.....	Means the connecting facility where the Shippers Commodities are being originated from (Receipt Tanker) or delivered to (Delivery Tanker).
Tender	An offer by a Shipper to the Carrier of a stated quantity of Commodities for transportation from a specified Origin to a specified Destination or Destinations.
TSA	Means a transportation services agreement entered into between a Committed Shipper and Carrier during the 2016 Open Season for the transportation of Commodities on Carrier's System.
Volume Commitment	Means the daily volume commitment stated in Exhibit A to Shipper's TSA, defined by volume and product type and origin point.

ITEM NO. 10 – COMMODITIES AND SCHEDULING

- (A) Carrier will transport Commodities as specified and defined in Item 15 exclusively: no other materials qualify for transportation hereunder.
- (B) Subject to the Rules and Regulations contained herein, Commodities will be accepted for transportation at points of Origin at such times as Commodities of the same quality and specifications are currently being transported or Carrier is scheduling such Commodities for shipment from such Origins in accordance with Carrier's sequence of pumping. Carrier reserves the right to establish and alter pumping sequences and schedules to facilitate the efficient use and operation of its facilities. Carrier may decline to accept certain Commodities with specific product grade specifications based on the operating availability of pipeline

facilities or when tankage constraints or other operating conditions do not permit the acceptance of said specific Commodity product grade.

ITEM NO. 15 - SPECIFICATION OF COMMODITIES

(A) General Specifications:

SPECIFICATION A - Refined Petroleum Products and Aviation Turbine Fuel

- (1) Refined Petroleum Products and Aviation Turbine Fuel shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 25 Degrees and not more than 80 Degrees; have a viscosity not more than 4.3 centistokes at 100 Degrees Fahrenheit; have a vapor pressure not more than 15 P.S. I. Reid; and have a color not darker than No. 3 A.S.T.M., except that distillates to which artificial coloring has been added will be accepted for transportation regardless of color after addition of dye. In addition, gasolines shall not have a Reid vapor pressure in excess of the "applicable standard" as determined by the United States Environmental Protection Agency or any more stringent state requirement from time to time in effect.

This specification includes the products of petroleum commonly known as gasoline, kerosene, aviation turbine fuel, fuel oil distillate and diesel fuel.

- (2) For gasoline tendered for transportation, Shipper must inform Carrier of the percentage by volume and kind of any blending components used which are not pure hydrocarbons. The use of methanol and ethanol as blending components is prohibited.
- (3) For Commodities tendered for transportation as a Fungible Batch, Carrier may require the Shipper to furnish certified laboratory reports showing the results of tests of the Commodities offered for transportation. Carrier may also make such tests of the Commodities as it deems desirable, but Carrier shall be under no obligation to make such test. In the event of variance between Carrier's test and Shipper's certificate, Carrier's test shall prevail.

SPECIFICATION B - Intermediate Petroleum Products

Intermediate Petroleum Products shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 10 Degrees and not more than 95 Degrees; have a vapor pressure not more than 15 P.S.I. Reid; have a viscosity not greater than 100 centistokes at the anticipated pipeline temperature; and have a pour point at least 5 Degrees Fahrenheit below the anticipated minimum products temperature at any point in Carrier's pipeline system.

This specification includes the products of petroleum commonly known as gas oil, cat feedstock, alkylate, iso-pentane, naphthas and mixtures of aromatic products.

SPECIFICATION C - Liquefied Petroleum Gases

Liquefied Petroleum Gases shall have a vapor pressure, as determined by A.S.T.M. Method D-1267-67 as revised or amended, exceeding 40 P.S.I.G. at 100 Degrees Fahrenheit, but not exceeding 210 P.S.I.G. at 100 Degrees Fahrenheit; and the unstenched products of which shall not contain total sulphur in excess of 140 parts per million by weight.

In addition, the liquefied petroleum gas designated "Propane" will only be accepted for transportation when it conforms to the definition of and specifications for special duty propane as contained in A.S.T.M. D1835, Standard Specification for Liquefied Petroleum (LP) Gases.

This specification includes liquefied petroleum gases commonly known as propane, isobutane, butane or mixture of such products.

- (B) Carrier shall have no obligation to accept Commodities for transportation if such Commodities contain water or other impurities.
- (C) Commodities shall be accepted for transportation only when such Commodities meet all the required Federal, state and local regulations and the Carrier's published Commodity Specifications as published in the Carrier's *Shipping Information Notebook*. A copy of the Commodity Specifications may be obtained from the Carrier by writing to: Buckeye Pipe Line Company, Supervisor of Measurement and Quality Control, Box 368, Emmaus, PA 18049-0368, or by calling 610-904-4000.
- (D) Carrier will require the Shipper to demonstrate that Commodities tendered for transportation meet required specifications as prescribed herein. Such demonstrations will include a data sheet showing key products specifications prior to Carrier's acceptance of Commodities, and a certification of analysis of product quality for each Commodity Batch tendered.

ITEM NO. 20 - ORIGIN AND DESTINATION FACILITIES

- (A) Shipper shall furnish necessary facilities at the Supply Source to deliver Commodities to Carrier's pump suction manifold at a pumping rate equal to Carrier's pipeline pumping rate at such Supply Source (or injection point if applicable) at a minimum pressure of 50 P.S.I.G., unless a lower pumping rate or pressure is designated.

Carrier may agree to accept Commodities at less than the full pipeline pumping rate provided space is available after all other Nominations have been scheduled and under such other terms as the Carrier may specify.

- (B) Shipper or Consignee shall furnish the necessary facilities at Destination capable of receiving Commodities promptly as they arrive at the full pipeline pumping rate and pressure, unless a lower pumping rate or pressure is designated.

ITEM NO. 25 - QUANTITIES TENDERED AT ORIGINS

SPECIFICATION A - Refined Petroleum Products and Aviation Turbine Fuel

The minimum quantity of Commodities which will be accepted for transportation from a single Shipper from a single Supply Source for movement as a Segregated or Fungible Batch shall be 10,000 Barrels; provided, however, that

- (1) Segregated Batches traversing Carrier's main pipeline from New Jersey Origins west shall be transported for a single Shipper in minimum quantities of not less than 25,000 Barrels;
- (2) Fungible Commodities traversing Carrier's main pipeline from New Jersey Origins west shall be joined with other Commodities meeting the same specification to form a Fungible Batch of not less than 25,000 Barrels; and
- (3) All aviation turbine fuel and kerosene received at New Jersey Origins will be transported only as a Fungible Batch.

SPECIFICATION B & C - Intermediate Petroleum Products and Liquefied Petroleum Gases

The minimum quantity of Commodities which will be accepted for transportation from a single Shipper from a single Supply Source shall be 20,000 Barrels.

ITEM NO. 30 - MINIMUM DELIVERIES

The minimum quantity of Commodities which shall be delivered to any Destination shall be as follows:

SPECIFICATION A - 2,500 Barrels
SPECIFICATION B - 5,000 Barrels
SPECIFICATION C - 5,000 Barrels

ITEM NO. 35 - BUFFER MATERIAL

In order to protect the quality of Commodities in transit, the Carrier, as a condition of shipment, may require the Shipper to furnish buffer material in kind and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other Commodities commingled with it, into the facilities which shall be supplied by the Shipper or Consignee at Destination.

Carrier reserves the right to determine the quality and quantities of Commodities commingled and included in deliveries of buffer material to the Shipper or Consignee at Destination, and the Shipper shall pay charges on such buffer material in accordance with this tariff and/or of tariffs making reference hereto at the same rate as the Commodities transported.

ITEM NO. 40 - IDENTITY OF AND MIXING OF COMMODITIES

It is inherent in the operations of a petroleum pipeline that interface mixtures will occur between Batches of different Commodities. Carrier shall not be liable for variations in gravity or quality of Commodities occurring while in its custody resulting from any cause other than the negligence of the Carrier, and Carrier is under no obligation to deliver the identical Commodities received, but may deliver Commodities of substantially the same specifications. Normal commingling which occurs between Batches shall be divided as equitably as possible among the Shippers by the Carrier.

With respect to Segregated Batches, Carrier will, subject to the foregoing and to the extent permitted by Carrier's facilities, make delivery at Destination of substantially the identical Commodities received at Origin; provided, however, that because it is impractical to maintain absolute identity of each Batch of Commodities, Carrier is permitted to make reasonable substitution of Commodities having substantially the same specifications.

ITEM NO. 45 - GAUGING, METERING, TESTING AND DEDUCTIONS

(A) Applicable only to Specification A and B Commodities as specified and defined in Item 15.

When received, Commodities will be gauged or metered and may be tested by a representative of the Carrier, and the Shipper or Consignee shall have the privilege of being present or represented at the gauging, metering and/or testing. Should Shipper or Consignee not avail themselves of the right to be present at the time or times of measuring and testing pursuant to the terms of this Item, then, and in that event, it shall be presumed that Carrier's records of quantities of Commodities received or delivered by Carrier are correct. If tank

gauges are used, quantities will be computed from regularly compiled tank tables showing 100% of the full capacity of the tanks.

- (1) Commodities shall be received and delivered on the basis of volume corrected for temperature from observed degrees Fahrenheit to the basis of 60 Degrees Fahrenheit and pressure from observed values to zero P.S.I.G.
- (2) The net balance at 60 Degrees Fahrenheit will be the quantity deliverable by the Carrier, except as otherwise provided in Item 80.

(B) Applicable only to Specification C Commodities as specified and defined in Item 15.

When received, all liquefied petroleum gas and buffer stock will be measured through meters, and may be tested by a representative of the Carrier, and the Shipper or Consignee shall have the privilege of being present or represented at the metering and/or testing. Should Shipper or Consignee not avail themselves of the right to be present at the time or times of measuring and testing pursuant to the terms of this Item, then, and in that event, it shall be presumed that Carrier's records of quantities of Commodities received or delivered by Carrier are correct.

- (1) Liquefied petroleum gas and buffer stock shall be received and delivered on the basis of volume corrected for temperature from observed degrees Fahrenheit to the basis of 60 Degrees Fahrenheit and pressure from observed value to equilibrium vapor pressure.
- (2) The net balance at 60 Degrees Fahrenheit will be the quantity deliverable by the Carrier except as otherwise provided in Item 80.

(C) Products losses due to evaporation, interface mixtures and other routine shrinkage factors are inherent in products pipeline operations. Carrier shall account for such product losses pursuant to Carrier's "Product Loss Allocation Assessment" policy effective [W] November 1, 2015 ~~September 5, 2015~~, which is located in Section 5 (Accounting Procedures) of Carrier's *Shipper Information Notebook*. A copy of Carrier's *Shipper Information Notebook* is available on Carrier's public website at: <http://www.buckeye.com/BuckeyeShipperInformation/ShipperInformationNotebook/tabid/125/Default.aspx>. Carrier will account to each Shipper for all Petroleum Products received and will settle with each Shipper for net products gains and losses from normal operations based on prevailing prices in the Carrier's areas of operations.

(D) Full volume deductions will be made for all water in Commodities received or delivered as determined by recognized means.

ITEM NO. 50 - TRANSPORTATION CHARGES

- (A) Transportation charges will be assessed and collected on the basis of the number of Barrels actually delivered at Destination, subject to temperature and/or compressibility corrections and deductions as provided for in Item 45.
- (B) Transportation charges and other lawful charges accruing on Commodities accepted for transportation, based on the rates applicable from Origin to Destination to which Commodities are delivered, shall be paid by the Shipper on demand and prior to the release of Commodities from custody of the Carrier unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities. If required by the Carrier, charges shall be prepaid by the Shipper prior to acceptance of Commodities by the Carrier. No prior course of dealing between the parties shall constitute a waiver of Carrier's right to require payment on demand

or prepayment of charges. Carrier shall have a lien and security interest to the fullest extent permitted by law on all Commodities currently in its possession to secure all current and past unpaid transportation and other lawful charges due from the Shipper and Carrier may withhold all or a portion of all Commodities currently in its possession from delivery until all charges have been paid. Carrier's rights under this Item are not exclusive but shall be in addition to any other rights or remedies available hereunder or under applicable law.

- (C) In the event that an invoice for transportation or other lawful charges is not paid to Carrier in full when due, the Shipper will pay to Carrier interest on the outstanding amount from original invoice date until paid at an annual rate equal to the lower of four percent (4%) over the prime interest rate published by *The Wall Street Journal* as of the invoice date or the highest lawful rate permitted.

ITEM NO. 50-A – DEFICIENCY PAYMENTS

If a Committed Shipper incurs deficiency payment obligations under the provisions of its TSA, the Committed Shipper will be responsible for paying all applicable deficiency payments calculated in accordance with the provisions of its TSA, subject to the potential for certain credits to be applied in the following Contract Year, as determined in accordance with the TSA.

ITEM NO. 55 - APPLICATION OF RATES

Commodities transported shall be subject to rates, rules and regulations governing the transportation of such Commodities which are in effect on the date such Commodities are received by the Carrier at their Origin regardless of the date of Tender.

ITEM NO. 60 - APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

- (A) Carrier will receive Commodities for transportation only from and to established Origins and Destinations.
- (B) Commodities received from an established Origin on Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to an Origin from which rates are published in said tariffs, through such unnamed Origin, will be assessed the rate in effect from the next more distant Origin, published in the tariff.
- (C) Commodities delivered to an established Destination on the Carrier's lines which is not named in tariff making reference hereto, but which is intermediate to a Destination to which rates are published in said tariffs, through such unnamed Destination, will be assessed the rate in effect to the next more distant Destination published in the tariff.

ITEM NO. 65 - DIVERSION OR RECONSIGNMENT

Diversion or reconsignment of Destination may be made if requested by the Shipper prior to delivery at original Destination, subject to the rate, rules and regulations applicable from point of Origin to point of final Destination, except that no backhaul movement will be made.

ITEM NO. 70 - SEPARATE PIPELINE AGREEMENTS

Separate agreements in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff may be required of any Shipper or Consignee before any obligation to provide transportation shall arise.

ITEM NO. 75 - TITLE

Unless arrangements satisfactory to Carrier are made prior to acceptance of Commodities, Carrier shall have no obligation to accept any Commodity which is in litigation, or as to which a dispute of title may exist or which may be subject to any lien or other encumbrance. Tenders submitted by Shipper shall be considered as a warranty of title and absence of encumbrance, and Carrier shall have no obligation to make inquiry with respect thereto. No acceptance of such Commodities by Carrier shall constitute a waiver or subordination of Carrier's lien under Item 50 or any other rights hereunder.

ITEM NO. 80 - LIABILITY OF CARRIER

While in the possession of any Commodity herein described, Carrier shall not be liable for any loss, damage or delay caused by an act of God, public enemy, accident, government regulation, strikes or other labor dispute, riots, fire, floods, or act or default of Shipper or Consignee, or from any other cause outside of the reasonable control of the Carrier whether similar or dissimilar to the causes herein enumerated. In such cases, the Shipper shall bear the loss in the same proportion as the amount accepted for transportation and actually in the Carrier's custody bears to the whole of the property of all Shippers in the Carrier's custody at the time of such loss and shall be entitled to receive only such portion of its shipment as is left after deducting its due proportion of the loss. Statements of quantities ascertained and computed from the records in the usual manner by the Carrier shall be accepted as prima facie correct in the distribution of such losses under this Item.

Carrier shall not be liable for discoloration, commingling, contamination, or deterioration of Commodities transported unless same is caused by the negligence of Carrier. Carrier's liability to Shipper or Consignee for any claim of negligence or other loss shall be limited to the value of the Commodities transported and related transportation charges. In no event shall Carrier be liable for any indirect, special, incidental or consequential damages, lost profit or other economic loss.

ITEM NO. 85 - CLAIMS, SUITS, TIME FOR FILING

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine months after delivery of the Commodities or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed, and suit shall be instituted against Carrier only within two years and one day from the day that 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 for loss or damage are not filed with Carrier or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable thereon.

ITEM NO. 90 - PRORATION OF PIPE LINE CAPACITY

(A) Application

This proration rule will be applied separately to each line segment or facility when, during any period, the total volume of Commodities nominated for shipment through any segment or facility of the Carrier's pipelines is in excess of the capacity of said segment or facility; except

that the proration rule set forth in Item No. 90-A will be applied to the capacity of Carrier's System created by the 2016 Open Season.

(B) Definitions

For the purposes of this Item, the following terms are defined as:

Allocation means the pipeline capacity, expressed either in average barrels per day or total barrels, which Buckeye apportions to a given Shipper during the period of proration.

Base Period means that period within which actual deliveries made for the account of a Shipper to terminals, connecting carriers and refineries at particular locations moved through the line segment or facility being prorated are taken into account for purposes of prorating pipeline capacity. It will consist of a continuous moving base of 12 consecutive calendar months beginning 14 months prior to the period of proration and ending 2 months preceding the period of proration. Such base period may include intervals when no proration is in effect.

Binding Nomination means the final Nomination tendered by a Shipper for a prorated line segment or facility after being advised that said line segment or facility is over nominated and subject to proration.

New Shipper means (1) a Shipper which does not qualify as a Regular Shipper but does satisfy the shipping requirements of Buckeye's Rules and Regulations Tariff. At the end of 14 consecutive calendar months from the beginning of the first month in which a New Shipper begins using any segment or facility of the Carrier's pipeline system (whether prorated or not), it will become a Regular Shipper and the actual volumes delivered for its account over the pipeline segment or facility being prorated will become the basis for pipeline capacity allocation in the same manner as for other Regular Shippers.

Or (2) a Shipper who has not shipped any volumes in the prorated segment or facility during any non-prorated month during the base period

Regular Shipper means a Shipper which: (1) has used the pipeline segment subject to allocation during at least one month of the base period, and (2) does not meet the definition of "New Shipper", and (3) has volumes nominated for its account on the prorated segment or facility during the period of proration. If a Shipper, that would otherwise be classified as a New Shipper, has a volume history in the prorated segment or facility such that calculating Shippers Allocation classifying the Shipper as a Regular Shipper results in a larger allocation than if that Shipper were classified as a New Shipper, said Shipper will be classified as a Regular Shipper.

(C) Use of Standard Base

Where appropriate, Carrier will, at its option, convert Commodities of differing flow rate characteristics to a standard base.

(D) Allocations for Regular Shippers

Carrier may, without liability, allocate available pipeline capacity for any period in which Nominations exceed available capacity in accordance with the following procedures, proceeding to each succeeding step only if the Nominations continue to exceed available pipeline capacity.

- (1) Nominations not submitted using the Carrier's electronic commerce and communications system or submitted after the deadline established in Item 100 will be rejected, unless the Carrier has specifically instructed the Shipper to submit Nominations by another means or by a later date.
- (2) When, it is determined that insufficient capacity is available to accommodate all valid timely, and properly submitted Nominations, Carrier will notify via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a Nomination for the affected line segment or facility. Each affected Shipper will then have a period of two business days to reduce its Nomination. In the event that the Carrier has determined that more than one line segment or facility of the same pipeline system will be prorated, affected shippers may resubmit or adjust nominations on all of the prorated segments on the same pipeline system so long as the shippers total adjusted nominated volumes on all of the affected segments do not exceed the original total nominated volumes on all of the affected segments. Each affected Shipper may adjust its Nomination using the Carrier's electronic commerce and communications system (unless otherwise instructed by the Carrier) to edit or change its Nominations during this period. At 12:01am on the third business day following the day notification was made to Shippers, this adjusted Nomination shall be considered a Binding Nomination, or if a Shipper does not change or submit a reduced Nomination, then its initial Nomination shall be considered its Binding Nomination.
- (3) If Nominations continue to exceed available capacity, Carrier will review all receiving and delivery facilities to determine if any are incapable of injecting or receiving at Carrier's existing flow rates or throughput rates, and if there are such restricted facilities, Shippers using them will be subject to reduction of up to 100 percent of the quantity nominated from or to the restricted facility, as necessary to equate total Nominations to available pipeline capacity. If more than one receipt or delivery facility is restricted from injecting into or receiving from Carrier at less than Carrier's existing flow rates or throughput rates, Nominations from or to such facilities will be allocated in order of their actual capability, with the facility able to inject or receive at higher rates taking priority over those capable of lesser rates. Nominations from or to facilities that can inject or receive at carrier's existing flow rates or throughput rates, or greater will all be given equal priority. Carrier reserves right to adjust allocations at restricted facilities in order to maximize total available pipeline capacity and throughput. Shippers will be notified of the proration of Nominations made from or to the restricted facility and will be permitted to re-nominate those volumes to another unrestricted facility prior to further allocation.
- (4) If Nominations continue to exceed available pipeline capacity, the percentage of pipeline capacity to be allocated to each Regular Shipper will be calculated by using data from the applicable base period and dividing the shipments made for the account of each Regular Shipper by the total shipments made for all Shippers during the base period. The resulting percentages will then be applied to the line segment or facility capacity to determine capacity allocation for each Regular Shipper. Each Regular Shipper will receive the lesser of its actual Nominations and its allocation resulting from the above calculation. In the event any Shipper(s) is (are) allocated more capacity than its (their) nominated requirements, the excess of its (their) allocation(s) over its (their) Nominations will be reallocated among all other Shippers in proportion

to their unsatisfied requirements (i.e., each Shipper's Nominations minus initial allocation). Allocations for Regular Shippers will be subject to reduction if required to accommodate New Shippers.

(E) Allocations for New Shippers

Unless more capacity is required for Regular Shippers in Section (F), up to two and one-half percent (2.5%) of available capacity will be made to each new shipper subject to a total of ten percent (10%) of available capacity for all new Shippers. Commodities nominated by a New Shipper during periods of proration not caused by unusual market conditions will be allocated pipeline capacity as follows:

If less than four (4) new shippers have submitted nominations for the affected facility or segment, each shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or their nominated volume. In the event that more the four (4) new shippers have submitted nominations for the affected facility or segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper Proration factor. Each New Shipper will be allocated pipeline segment or facility capacity equal to the lesser of:

- (a) (2.5%) of available capacity,
- (b) its nominated volumes,
- (c) its nominated volumes multiplied by the initial New Shipper proration factor.

Any remaining pipeline segment or facility capacity will be allocated to Regular Shippers as set forth in Section (D). If there remains available pipeline capacity after New Shippers have been allocated capacity in accordance with the preceding paragraphs of this Section, and after Regular Shippers have received allocations equal to one-hundred per cent (100%) of their nominated volumes, the remaining available pipeline capacity shall be allocated to New Shippers using the same process as used for Regular Shippers in Section (D).

(F) Unusual Market Conditions

If the Carrier, in its sole discretion, should determine that Nominations exceed capacity as the results of unusual petroleum product market conditions that are expected to be of a temporary nature, capacity will be allocated as follows: Each Regular Shipper who has utilized the pipeline segment subject to allocation during each of the 12 months during the Base Period will be allocated capacity equal to their average actual deliveries during the Base Period. Any unsatisfied Nominations of the Shippers who have utilized the pipeline segment or facility subject to allocation during each of the 12 months during the Base Period, and the nominated volumes for other Regular Shipper(s) and any New Shipper(s) shall be allocated according to the procedures outlined in Sections (D) and (E).

(G) Penalties for Failure to Utilize Allocated Space

If a Shipper tenders a volume greater or equal to eighty-five percent (85%) of its Prorated Binding Nomination, then such a Shipper shall be invoiced based on its delivered volumes. If a Shipper tenders less than eighty-five percent (85%) of its Binding Nomination, then Shipper shall be invoiced for its delivered volumes for that period, plus a charge equal to:

[Eighty-five percent (85%) of Prorated Binding Nomination	less
The actual volumes delivered]	times
The applicable current tariff rate.	

Charge will be waived when deliveries were reduced at the request of the Carrier, or where Carrier operational problems prevented full receipt or delivery of barrels tendered by shipper.

(H) Allocation of Additional Capacity After Calculation and Notification of Prorated Binding Nominations

In the event that additional space or capacity become available on the prorated segment or facility due to the cancellation of nominations by another shipper, earlier than scheduled completion of maintenance, restoration, or repair work, or other such event, the Carrier may elect to offer that newly available or additional space to shippers. Carrier will notify each Shipper that has tendered a Nomination for the affected line segment or facility. Notification will be made via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier. This notification will advise shippers of the availability of the additional space and all pertinent details and conditions for tendering additional volumes to be shipped in the additional space. As part of the notification, Carrier will advise shippers of the means by which shippers should submit requests for use the additional space, and the deadline by which all such requests must be submitted to the Carrier. The deadline for submitting requests to the Carrier will not be less than twenty-four (24) hours after the notice or announcement concerning the availability of space is made.

Carrier will allocate additional space on a lottery basis, using an unbiased, random, and non-discriminatory method to select (an) individual shipper request(s) from the pool of all requests submitted by the announced deadline. Carrier will continue to randomly select shipper requests from the pool of remaining requests until all of the additional space is allocated. In the event that a selected request is for a volume amount greater than the (remaining) available space, Carrier will allocate only the available space.

Upon notification to a Shipper by the Carrier that additional space has been allocated, the Shipper will have twenty-four hours to accept the additional space allocation by notifying the Carrier of the Shippers intent to accept that space and submitting an Allocated Binding Nomination for the additional space. In the event that a Shipper that is allocated additional space under the provisions of this section and fails to accept or declines to use the additional space, Carrier will continue to use a random selection lottery basis to pick from the pool of remaining requests, until all of the additional space is allocated.

(I) General

In the event that calculation of a Shipper's allocated nomination results in a volume less than the required minimum batch size, Carrier will at its option either round up the Shipper's nomination to the required minimum batch size or waive the minimum batch size requirement.

As delineated above, pipeline or facility capacity is allocated among Regular Shippers based upon historical usage. Inflated Nominations do not result in increased capacity allocation. In no event will any portion of an allocation granted either to a Regular Shipper or New Shipper be used in such a manner that it will increase the allocation for any other Shipper beyond what it is entitled to under the proration policy.

Nominations must be made in accordance with published tariff provisions, rules and regulations.

ITEM NO. 90-A – PRORATION OF PIPE LINE CAPACITY—2016 Expansion Capacity

- (A) When Carrier receives more Nominations in a month for transportation of Commodities on the capacity of Carrier's System created by the 2016 Open Season ("Expansion Capacity") than Carrier is able to transport, Carrier shall allocate the capacity of such Expansion Capacity

under the provisions of this Item No. 90. For the purposes of this Item 90-A, the following terms are defined as:

- i. 2016 Open Season means the open season held by Carrier commencing on August 31, 2016 and terminating on October 18, 2016.
 - ii. "Base Period" means the twelve (14) month period beginning fourteen (14) months prior to the Proration Month and excluding the two (2) months preceding the Proration Month. If the Expansion Capacity has been in operation less than twelve (14) months, then the Base Period shall be the number of months during which the Expansion Capacity has been in operation, excluding the two (2) months preceding the Proration Month.
 - iii. "Committed Shipper" means any Shipper that has an effective TSA with Carrier that was executed as part of the 2016 Open Season.
 - iv. "Incremental Barrels" means any portion of a Committed Shipper's Nomination (or Tender) that either (i) exceeds the Committed Shipper's Monthly Volume Commitment, or (ii) for which the Committed Shipper is not allocated capacity under Item Nos. 90-A(C)(i) and 90-A(C)(ii).
 - v. "Monthly Volume Commitment" means a Committed Shipper's Volume Commitment multiplied by the number of days in the applicable month.
 - vi. "New Shipper" means an Uncommitted Shipper that is not a Regular Shipper on the Expansion Capacity.
 - vii. "Non-Priority Capacity" means the Expansion Capacity that is available for allocation to Uncommitted Shippers each Proration Month following the allocation of capacity to Committed Shippers under this Item No. 90-A, which shall always equal at least ten percent (10%) of the operating capacity of the line segment in a Proration Month.
 - viii. "Priority Incremental Barrels" means Incremental Barrels that a Committed Shipper is allocated capacity for under Item No. 90-A(C).
 - ix. "Proration Month" means the month for which capacity is to be allocated under Item No. 90-A.
 - x. "Regular Shipper" means an Uncommitted Shipper that has shipped Commodities on the Expansion Capacity during six (6) months of the Base Period.
 - xi. "Uncommitted Shipper" means any Shipper that is not a Committed Shipper.
- (B) Capacity on the Expansion Capacity will initially be allocated among Committed Shippers as a class and Uncommitted Shippers as a class; any remaining capacity will be allocated in accordance with the provisions of Item No. 90-A (E).
- (C) Allocation to Committed Shippers
- i. Except as provided in Paragraph 90-A (C)(iv), Carrier shall allocate each Committed Shipper on the Expansion Capacity an amount of capacity equal to the Committed Shipper's Monthly Volume Commitment, provided that the Committed Shipper's Nomination for the Proration Month corresponds to the Committed Shipper's Monthly Volume Commitment in all respects.
 - ii. If a Committed Shipper's Nomination for the Proration Month differs from its Monthly

Volume Commitment, Carrier shall allocate capacity on the Expansion Capacity to the Committed Shipper in the following manner:

1. If the Committed Shipper's Nomination corresponds to its Monthly Volume Commitment in all respects except that the Nomination is for a volume level that is less than Shipper's Monthly Volume Commitment level, the Committed Shipper shall be allocated an amount of capacity equal to its Nomination.
 2. If the Committed Shipper's Nomination differs from its Monthly Volume Commitment in any respect other than that specified in Paragraph 90-A(C)(ii)(1) above:
 - a. Carrier shall first allocate the Committed Shipper capacity equal to the portion of its Nomination that corresponds to its Monthly Volume Commitment;
 - b. Carrier shall then allocate the Committed Shipper capacity equal to its Nomination for volumes (without regard to product type or origin) up to aggregate total in its Monthly Volume Commitment ("Flexible Service Barrels"), provided that the operating conditions of Carrier's System permit the shipment of all of the Flexible Service Barrels Nominated by all Committed Shippers in the Proration Month. If Carrier determines, in its sole discretion, that the operating conditions of Carrier's System do not permit the shipment of all of the Flexible Service Barrels Nominated by all Committed Shippers in the Proration Month, Carrier shall instead allocate the available Committed Shipper Capacity among all of the Committed Shippers that submitted a Nomination for Flexible Service Barrels in the Proration Month, which such allocation being done on a pro rata basis according to the level of each Committed Shipper's Volume Commitment. For the purpose of providing clarity, the sum of the barrels allocated under Item Nos. 90-A C.2.a. and b. cannot exceed the sum of the Monthly Volume Commitments of all of the Committed Shippers, and all Flexible Service Barrel Nominations that are accepted from a Shipper will count toward satisfaction of that Shipper's Monthly Committed Volume.
 - c. Carrier shall then treat the remainder of the Committed Shipper's Nomination that differs from its Monthly Volume Commitment as a Nomination for Incremental Barrels.
 3. Carrier shall next allocate the Committed Shipper capacity equal to its Nomination for Incremental Barrels, provided that the allocation of Incremental Barrels to all Committed Shippers does not cause the Non-Priority Capacity on the Expansion Capacity to be reduced below ten percent (10%) of the capacity of the Expansion Capacity for the Proration Month. If Carrier determines, in its sole discretion, that would occur as a result of such an allocation, Carrier shall instead allocate the Expansion Capacity available on Carrier's System for the Proration Month among all Committed Shippers that submitted a Nomination for Incremental Barrels in the Proration Month, with such allocation being done on a pro rata basis according to the level of each Committed Shipper's Volume Commitment.
 4. Committed Shippers shall not be allocated a greater volume of capacity than the amount that they nominated.
- iii. Any portion of a Committed Shipper's Nomination on the Expansion Capacity that the

Committed Shipper is not allocated capacity for under this Item No. 90-A (C) shall be subject to allocation under the remaining provisions of this Item No. 90-A.

- iv. If an event of Force Majeure or other operational issue causes the capacity of the Expansion Capacity to be reduced for the Proration Month, the allocation of capacity to each Committed Shipper under this Item No. 90-A (C) shall be reduced by the same percentage as the reduction in capacity to the Expansion Capacity that is caused by the Force Majeure event or operational issue.

(D) Allocation of Capacity to Uncommitted Shippers.

- i. Following the allocation of capacity set forth in Item No. 90-A (C), Carrier shall next allocate the Non-Priority Capacity on the Expansion Capacity among all Uncommitted Shippers in the following manner.

- 1. Each New Shipper shall be allocated an amount of capacity in the Proration Month that is equal to:

- a. its Nomination, if the total volume Nominated by all New Shippers is less than or equal to ten percent (10%) of the Non-Priority Capacity; or
- b. its pro rata share, in accordance with its Nomination, of ten percent (10%) of the Non-Priority Capacity, if the total volume Nominated by all New Shippers is greater than ten percent (10%) of the Non-Priority Capacity.

- 2. Following the allocation in Item No. 90-A (D)(i)(1), each Regular Shipper shall be allocated the lesser of (i) its Nomination, or (ii) a fraction of the Non-Priority Capacity that is remaining after the allocation to New Shippers, as provided in Item No. 90-A (D)(i)(1), where the numerator of such fraction shall equal the number of Barrels shipped by the Regular Shipper on the System during the Base Period and the denominator of such fraction shall equal the total number of Barrels shipped by all Regular Shippers during the Base Period.

- (E) Any remaining capacity on the Expansion Capacity that is not allocated through the application of Item Nos. 90-A(C) or 90-A(D) shall be allocated pro rata among all Committed Shippers having unmet Nominations according to the level of each Committed Shipper's Volume Commitment

(F) During periods when Carrier applies this Item No. 90-A:

- i. The capacity allocated to a Shipper will be provided as a daily or monthly value, at Carrier's discretion, and will be calculated for the Proration Month; and
- ii. Carrier will use its reasonable efforts to notify each Shipper of its allocation not later than the first working day of the Proration Month.

- (G) If a Shipper does not use the capacity allocated to it under this Item No. 90-A at the times and in the amounts designated by Carrier, Carrier shall have the right to use Shipper's unused capacity to fulfill the unmet Nominations of other Shippers on Carrier's System.

- (H) In the event that calculation of a Shipper's allocated nomination results in a volume less than the required minimum batch size, Carrier will at its option either round up Shipper's Nomination to the required minimum batch size or waive the minimum batch size requirement.

ITEM NO. 95 - CHARGE FOR SPILL COMPENSATION ACTS AND REGULATIONS

In addition to the transportation charges and all other charges accruing on Commodities accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, levy or other charge against the Carrier in connection with such Commodity, pursuant to any federal, state, or local law or regulation which imposes a tax, fee, levy or other charge, on the receipt, delivery, transfer or transportation of such Commodities for the purpose of creating a fund for the prevention, containment, clean up and/or removal of spills, the reimbursement of persons sustaining loss therefrom or any other lawful purpose. Carrier shall be under no obligation to contest or protest on behalf of the Shipper or Consignee the legality of such tax, fee, levy or other charges.

ITEM NO. 100 - TIME FOR SUBMITTING NOMINATIONS

Carrier is under no obligation to accept a tender of Commodities for transportation for any month unless the Shipper submits a Nomination on or before the fifteenth calendar day of the preceding calendar month. Any new Nomination, or request to increase a Nomination for a given facility or line segment made after this deadline will be rejected by the Carrier in the event that nominations received prior to this deadline exceed facility or segment capacity.

In the event that a pipeline segment or facility is operating under allocations as established in Item 90, Carrier may at its option require Nominations for the prorated segment or facility to be submitted on or before the tenth calendar day of the preceding calendar month. Carrier will announce any such earlier deadline for Nomination submission by publishing notice of the change on the Carrier's electronic commerce and communications system at least 5 calendar days prior to the revised deadline.

A Nomination must indicate, for each Batch, The Shipper, Product, System, Receipt Location, Receipt Volume, receipt requested date, Delivery Location(s), Delivery Volume(s), and Delivery Tanker. Nominations must be submitted using the Carrier's electronic commerce and communications system (<https://transport4.com>) unless otherwise instructed by the Carrier.

ITEM NO. 105 - CONFIRMATION OF SUPPLY SOURCE

For all Commodities it is the responsibility of the Shipper to confirm the Supply Source (Receipt Tanker) a minimum of three working days prior to delivering the Commodity to Carrier's receipt manifold. Any Commodity that does not have a confirmed Supply Source will be removed from Nomination. It will be the Shipper's responsibility to renominate for a later date.

ITEM NO. 110 - WARRANTIES

Shipper warrants that all Commodities tendered to Carrier will conform with Carrier's specifications set forth in Item 15 for Segregated Batches or Carrier's established specifications for Fungible Batches, including applicable standards for gasoline Reid vapor pressure; are owned by the Shipper and are free from disputes as to title, liens, or other encumbrances as set forth in Item 75; will be merchantable; and will not be contaminated with water or other impurities. Shipper will be liable to and will indemnify Carrier, other Shippers and Consignees for damage, loss, liability, claim, cost or expense arising from a breach of this warranty. The transportation of the Commodity may be refused or cancelled if Carrier determines or is advised that the Commodity does not meet the requirements of Carrier's rules and regulations, but Carrier has no obligation to make such determination or to make inquiry with respect thereto.

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 Commodities delivered.

ITEM NO. 115 - DISPOSITION OF COMMODITIES ON FAILURE TO ACCEPT DELIVERY

(A) In the event Carrier has accepted Commodities for transportation in reliance upon Shipper's representations as to acceptance at Destination, and there is failure to promptly accept such Commodities as scheduled at Destination, then and in such event Carrier shall have the right to divert, reconsign, or make whatever arrangements for disposition of the Commodities it deems appropriate to clear its pipeline facilities.

(B) If the Shipper cannot accept the scheduled delivery and Shipper makes timely arrangements for delivery at another local or more distant destination point, Carrier will permit such diversion or reconsignment consistent with the provisions of Item No. 65 of this tariff. Carrier will consider all such diversion or reconsignment arrangements to be timely if notice of these alternate arrangements is received by the Carrier in sufficient time to avoid shutting down operation of the affected pipeline segment or facilities. If suitable diversion or reconsignment arrangements are made by the Shipper but the Carrier is not notified in time sufficient to avoid a shutdown of the affected pipeline segment or facilities, then an assessment of **[U]** five thousand dollars (\$5,000.00) for each hour of lost operation or fraction thereof will be made on the Shipper.

(C) If the Shipper fails to make suitable arrangements for diversion or reconsignment of the Commodities, and the Carrier has available intermediate or local storage facilities that will permit the Carrier to divert the Commodities, the Carrier will divert the Commodities to its own facilities and reschedule the delivery of the Commodities on the next cycle when like Commodities are being delivered by the Carrier. A Rescheduling and Diversion Charge of **[U]** One Thousand Dollars (\$1,000) will be imposed for each instance the Carrier is required to divert Commodities and reschedule delivery. In addition, a Storage Charge of **[U]** twenty-five cents (25.0¢) per barrel per week will apply to each diverted barrel held by the Carrier for each week or fraction thereof between the date the commodities were originally scheduled for delivery and the date the Commodities are finally delivered to the Shipper.

(D) If the Shipper fails to make suitable arrangements for diversion or reconsignment of the Commodities, and the Carrier does not have available intermediate or local storage facilities that will permit the Carrier to promptly divert the Commodities, Carrier will seek the most expeditious means to divert or dispose of the Commodities. Such disposition includes the right to sell the Commodities at private or public sale. Carrier may be a purchaser at such public sale. From the proceeds of any such sale, Carrier may pay itself all transportation and other charges and expenses in caring for and maintaining the Commodities and the costs of sale, and the balance shall be held for whomsoever may be lawfully entitled thereto.

(E) In the event that physical limitations or any other factors prevent the Carrier from arranging for the prompt disposal of the Commodities and the Carrier is forced to shut down operation of the pipeline facilities, the Shipper will be assessed penalties and fees as follows:

- (1) Shipper will be responsible for the prompt payment of any and all claims that may be brought against the Carrier from other Shippers or affected Parties as a result of the extended interruption of scheduled pipeline service.
- (2) Shipper will also be responsible for the prompt payment of any and all costs incurred by the pipeline to provide alternative service to its other Shippers whose Commodities are blocked in the pipeline facilities by the shutdown. Such costs may include expenses for trucking said products and any related charges for loading and/or unloading the Commodities.

(3) Shipper will be assessed fees of [U] five thousand dollars (\$5,000.00) for each hour of lost operation or fraction thereof to compensate Carrier for revenues lost during the time the pipeline facilities were forced to shut down.

ITEM NO. 125 – ULTRA-LOW SULFUR DIESEL SURCHARGE

A surcharge of ten and six-tenths cents [U] (10.60¢) will be assessed on each barrel of ultra-low sulfur diesel fuel delivered by the Carrier. For the purposes of this surcharge, ultra-low sulfur diesel (ULSD) is defined as any grade of distillate with a product specification requiring a sulfur content of less than fifteen parts-per-million (15 ppm). The surcharge will not apply to local transfer movements in which barrels only move between tankage at a single facility using the Carrier's pipeline manifold at that location. This surcharge is necessary to recover the prudent capital and operating expenses incurred by the Carrier to protect the low sulfur content and product quality of ULSD during pipeline transportation, and to thereby minimize the economic cost to shippers of product downgrades incident to normal transportation and product handling functions

EXPLANATION OF ABBREVIATIONS

ABBREVIATIONS	EXPLANATION
%	Per Cent
A.P.I.	American Petroleum Institute
A.S.T.M.	American Society for Testing Materials
F.E.R.C.	Federal Energy Regulatory Commission
No.	Number
P.S.I.G.	Pounds per Square Inch Gauge

EXPLANATION OF REFERENCE MARKS

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

EXHIBIT D

to TRANSPORTATION SERVICES AGREEMENT
Between _____ as Customer and
Buckeye Pipe Line Co., L.P. as Carrier

Dated as of _____, 2016

PRODUCT GRADES AND QUALITY SPECIFICATIONS

Ultra-Low Sulfur Diesel

Grade 190 – Ultra Low Sulfur Diesel - 0.0015% Sulfur (Motor Vehicle) – DMV015

Premium Conventional Gasoline

Grade 307 – Low RVP – 91 Octane Conventional Gasoline

Grade 317 – 91 Octane Conventional Gasoline

Grade 347 – 91 Octane 6.6 RVP (7.8 RVP 93 Octane with 10% ethanol)
(Coraopolis, PA and Neville Island, PA Only)

Grade 357 – 91 Octane 13.5 RVP Conventional Gasoline

Regular Conventional Gasoline

Grade 308 – Low RVP – Sub-Octane Conventional Gasoline

Grade 318 – Sub-Octane Conventional Gasoline

Grade 348 - 84 Octane 6.6 RVP (7.8 RVP 87 Octane with 10% ethanol)
(Coraopolis, PA and Neville Island, PA Only)

Grade 358 - 84 Octane 13.5 RVP Sub-Octane Conventional Gasoline

Jet Fuel

Grade 182 – Aviation Kerosene – DMV015

BUCKEYE PARTNERS, L.P.
SPECIFICATIONS FOR FUNGIBLE ULTRA LOW SULFUR DIESEL (MOTOR VEHICLE)
GRADE 190

PRODUCT PROPERTY	ASTM TEST METHODS	TEST RESULTS		NOTE
		MINIMUM	MAXIMUM	
Gravity, API @ 60°F	D287, D4052, D1298	30		
Flash Point, °F(at Origin)	D93 or D56	130		1
(Maine only - Dec thru March 14)		120		6
Color, ASTM	D1500		2.5	
Viscosity, cst @ 104°F	D445	1.9	4.1	
(Maine only - Dec thru March 14)		1.7		6
Cloud Point, °F (Sept thru March)	D2500, D5771, D5772,		+15 °F / -9 °C	
(April thru August)	D5773, D3117		+20 °F / -7 °C	
(Maine only - Dec thru March 14)			-16 °F / -26 °C	6
Pour Point, °F (Sept thru March)	D5985, D5949, D5950, D97		0 °F / -18 °C	
(April thru August)			+10°F / -12 °C	
Total Sulfur, ppm (at receipt)	D5453, D3120, D2622, D7039, D4294		11	3,7,8
Corrosion, 3 hrs. @ 122°F	D130		1	
Oxidation Stability, mg/100 ml OR	D2274		2.5	
Thermal Stability, 90 minutes				
150°C Pad rating OR	DuPont		7	
Thermal Stability, Y/Green	D6468	73%		
W Unit		65%		
Carbon Residue, wt. % on 10% bottom	D524 or D4530		0.35	
Ash, wt. %	D482		0.01	
Sediment and Water, % by volume	D2709		0.05	
Cetane Number or Index	D4737,D613,D6890,D7170	40		
Aromatics (Vol%)	D1319		35.0	
or Aromatics by Cetane Index	D976	40		
Distillation, °F	D86			
50% recovered		Report		
90% recovered		540	640	
End Point			690	
or Simulated Distillation, °C(°F)	D2887			
50% recovered			Report	
90% recovered		300(572)	356(673)	
End Point			421(790)	
Haze Rating @ 77°F	D4176		2	
Procedure 2				
Biodiesel (FAME) %	D7371, EN14078		0.0	10,11
Color Visual		Undyed		4
Additives				5
NACE	TM0172-2001	B+		9

NOTES:

- Test method D-56 may be used as an alternate to D-93 with the same limits.
Test method D-93 is the referee method. Minimum flash at delivery is 125 °F.
- Intended to be consistent with ASTM Grade No. 2 middle distillate fuels, unless otherwise noted.
- Receipts from Wolverine Pipe Line will be accepted at a maximum of 12.0 ppm sulfur.
- Product must exhibit no visible evidence of dye.
- Use of static dissipater additive or conductivity improver or lubricity improver additive is prohibited.
- For winter (December 1 through March 14) receipt of ULSD in State of Maine only.
- This product is for Motor Vehicle use and designated as such in EPA's Designate and Track reporting system: DMV015.
- Sulfur level at delivery will vary depending upon the origin and delivery location.
- All products (except aviation grades 152, 153, 155 and 182) must meet a minimum level of corrosion protection, indicated by a minimum rating of B+ as determined by NACE Standard Test Method TM0172-2001 (Determining Corrosive Properties of Cargoes in Petroleum Product Pipelines).
- Biofuel Components (e.g. biodiesel, FAME) are not permitted in this product. Results must be <LDL of the test method (i.e. <1.0% per D7371, or <0.50% per EN14078). FAME limits go into effect at Linden, NJ; Booth, PA; Macungie, PA; and New Haven, CT on June 1, 2014. FAME Limits will apply to all other receipt locations on September 5, 2014.
- Shipments of this Grade Code are limited to less than 5.0% renewable diesel. Renewable diesel is a liquid fuel derived from 100% hydrotreated biomass that meets the registration requirements for fuels and fuel additives established by the EPA under Section 211 of the Clean Air Act and the requirements of ASTM D975. Fuel containing fatty acid esters (FAME, FAEE, or other esters) is prohibited.

BUCKEYE PARTNERS, L.P.
SPECIFICATIONS FOR FUNGIBLE CONVENTIONAL GASOLINE
SUB-OCTANE REGULAR GRADES 308, 318, 348 & 358
PREMIUM GRADES 307, 317, 347 & 357
(Page 1 of 2)

SPECIFICATIONS FOR SUBGRADE GASOLINE PRIOR TO ETHANOL ADDITION

PRODUCT PROPERTY	ASTM TEST METHODS	TEST RESULTS		NOTE
		MINIMUM	MAXIMUM	
Color			Undyed	
Gravity, API @ 60°F	D287, D1298, D4052	Report		
Haze Rating @ 77°F (Procedure 2)	D4176		2	
Corrosion, 3 hrs. @ 122°F	D130		1	1
Octane Rating				
Research Number	D2699, D2885	Report		
Motor Number	D2700, D2885	Report		
Index, (R+M)/2 for Regular Grades (308, 318, 348 & 358)		83.0		
Index, (R+M)/2 for Premium Grades (307, 317, 347 & 357)	91.0			
Oxygenates, vol. %	D4815, D5599, D5845		Report	2
Benzene, vol. %	D3606, D4053, D5443		3.8	
Sulfur, wt. %	D2622, D5453, D3120, D7039		0.0080	
Doctor Test	D4952		Negative	3
Or Mercaptan Sulfur, wt. %	D3227		0.002	
Lead Content, gms/gal	D3237, D5059		0.01	
Phosphorous, gms/gal	D3231		0.004	
Solvent washed Gum, mg/100ml	D381		4	
Oxidation Stability, minutes	D525	240		
Odor		Nonoffensive		4
Port Fuel Injector, Intake Valve Detergent Additives and MMT				5, 6
Corrosion Inhibitors, Gum Inhibitors and Metal Deactivators - Refer to Table 1				
Distillation	D86	Refer to Table 2 (pg 5)		
TV/L 20, Deg F	D5188	Refer to Table 2 (pg 5)		10
Driveability Index	D4814	Refer to Table 2 (pg 5)		7
Silver Strip Corrosion	D7667, D7671		1	
NACE	TM0172-2001	B+		8
RVP, psi (without ethanol)	D5191, D5482		See below Table	9, 11

Subgrade RVP Maximum Table

Grade Code	Max RVP, psi (without ethanol)
307, 308	9.00
317, 318	15.0
347, 348	6.60
357, 358	13.5

* See T4 Scheduling Calendar for RVP stepdown dates/cycles for each system.

BUCKEYE PARTNERS, L.P.
SPECIFICATIONS FOR FUNGIBLE CONVENTIONAL GASOLINE
SUB-OCTANE REGULAR GRADES 308, 318, 348 & 358
PREMIUM GRADES 307, 317, 347 & 357

(Page 2 of 2)

SPECIFICATIONS WITH 10% ETHANOL (DENATURED) HANDBLEND

<u>PRODUCT PROPERTY</u>	<u>ASTM TEST</u>	<u>TEST RESULTS</u>		<u>NOTE</u>
	<u>METHODS</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	
Octane Rating with 10% Denatured Fuel Ethanol				
Regular Grades (308, 318, 348 & 358)				
Research Number	D2699, D2885	Report		
Motor Number	D2700, D2885	82.0		
Index, (R+M)/2		87.0		
Premium Grades (307, 317, 347 & 357)				
Research Number	D2699, D2885	Report		
Motor Number	D2700, D2885	Report		
Index, (R+M)/2		93.0		
Distillation**	D86			
50% Evap (T50) with 10% ethanol, Deg F		150	Table 2 (pg 5)	
TV/L** with 10% Ethanol, Deg F	D5188	See below Table		10

Subgrade TV/L Minimum Table

Class (As depicted in Table 2)	Min TV/L = 20, °F (°C) (with 10 vol% ethanol)
1	129 (54)
2	122 (50)
3	116 (47)
4	107 (42)
5	102 (39)

NOTES:

- No additives or corrosion inhibitors containing phosphorus may be used in this gasoline.
- This product may not contain oxygenates, such as ethers or alcohols. The use of non-hydrocarbon blending components is prohibited. The di minimis limit of MTBE, ETBE, and TAME allowed is 0.3 vol. % maximum for each compound at origin.
- Mercaptan Sulfur waived if fuel is negative by Doctor test.
- Any gasoline exhibiting an offensive odor and/ or poses a personal health hazard will not be accepted for shipment. Any gasoline containing more than 0.50 wt. % of dicyclopentadiene will not be accepted for shipment. The referee method will be based on a gas chromatograph test.
- The use of Port Fuel Injector (PFI) and intake valve detergent additives is prohibited.
- The use of MMT octane enhancing additive is prohibited.
- The Driveability Index (DI) specification limits are applicable at the refinery or import facility as defined by 40 CFR Part 80.2. DI limit can apply prior to OR after blending with 10% Denatured Fuel Ethanol.
- All products (except aviation grades 152, 153, 155 and 182) must meet a minimum level of corrosion protection, indicated by a minimum rating of B+ as determined by NACE Standard Test Method TM0172-2001 (Determining Corrosive Properties of Cargoes in Petroleum Product Pipelines).
- Not all Grade Codes (and RVPs) are available on all pipeline systems.
- Computer and Linear methods may be used to determine TV/L value. D5188 will be the referee method.
- Beginning Sept 16 (Non-VOC season), low RVP grades may be comingled with corresponding next higher RVP grade. Buckeye reserves the right to regrade to higher RVP during seasonal RVP limit increases, provided destination RVP compliance is maintained at time of delivery.

BUCKEYE PARTNERS, L.P.
SPECIFICATIONS FOR FUNGIBLE AVIATION KEROSENE - GRADE 182

PRODUCT PROPERTY	ASTM TEST METHODS	TEST RESULTS		NOTE
		MINIMUM	MAXIMUM	
Appearance	White Bucket	Undyed		1
Color	D156, D6045	18		1
Gravity, API @ 60°F	D287, D1298, D4052	37	51	
Net Heat of Combustion, BTU/lb.	D3338, D4529, D4809	18,400		
Corrosion, 2 hrs. @ 212°F	D130		1	
MSEP (refinery origin)	D3948	85		
(downstream of refinery)	D7224, D3948	85		
Sulfur, wt. %	D2622, D4294, D5453		0.30	
	D1266			
Doctor Test OR	D4952		Negative (Sweet)	
Mercaptan Sulfur, wt. %	D3227		0.003	3
Aromatics, vol. %	D1319		25	
Total Acidity, mg. KOH/g	D3242		0.10	
Existent Gum, mg/100 ml.	D381		7	
THERMAL STABILITY (JFTOT)	D3241			4
(2.5 hrs at control temperature 275°C)				
Filter Pressure drop, mm/Hg			25	
Tube Rating: One of the following requirements shall be met:				
(1) Annex A1 VTR, VTR color code			Less than 3	
			No peacock or abnormal color deposits	
(2) Annex A2 ITR or Annex 3 ETR				
nm average over area of 2.5 mm ²			85	
Flash Point, °F	D56, D3828	108		
Distillation, °F	D86			
10% recovered			400	
50% recovered		Report		
90% recovered		Report		
End Point			572	
Residue, %			1.5	
Loss, %			1.5	
OR Simulated Distillation, °F	D2887			
10% recovered			365	
50% recovered		Report		
End Point			644	
Freezing Point, °F	D5972, D7153, D7154, D2386		-40	
Viscosity, cst. @ -4°F	D445		8.0	
One of the following shall be met				
(3) Smoke Point, mm, or	D1322	25		
(4) Smoke Point, mm, and	D1322	18		
Naphthalenes, vol. %	D1840		3.0	
Electrical Conductivity	D2624	Report		2
Additives		Report		2

NOTES:

- Product shall be clear (referring to clarity, not color) and bright and free of suspended matter, and must not exhibit various shades of green, blue or red.
- Product shall only contain antioxidants and metal deactivators specified and within the concentration noted in the latest ASTM D1655 with advance approval from Buckeye prior to shipment. Use of these additives is expected to be short term at reasonable treat levels, and is to be clearly indicated on the CoA. All other additives are prohibited. Buckeye reserves the right to deny shipment of product containing these additives. In addition, Scheduling and Measurement & Quality Control must be notified at least 72 hours prior to the scheduled shipment of any batches containing Metal Deactivator Additive (MDA). If MDA has been added to the product, Buckeye reserves the right to refuse shipment. If requesting to move a batch that has been treated with MDA, supply the following information to Buckeye Measurement & Quality Control: (1) the purpose for adding MDA, (2) JFTOT test results both prior to and after adding MDA, (3) MDA treat rate, and (4) MDA product used.
- Mercaptan Sulfur waived if fuel is negative by Doctor test.
- Refer to ASTM D1655 note M for referee method.
- Product must comply with ASTM D1655 specifications in addition to Buckeye product specifications. Buckeye will accept test methods that are listed in ASTM D1655. Test methods listed above are considered referee methods by Buckeye Pipe Line.