



Kevin J. McKeon
Office: 717 236-1300 x235
Direct: 717 703-0801
kemckeon@hmslegal.com

Todd S. Stewart
Office: 717 236-1300 x242
Direct: 717 703-0806
tsstewart@hmslegal.com

Whitney E. Snyder
Office: 717 236-1300 x260
Direct: 717 703-0807
wesnyder@hmslegal.com

100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

August 2, 2019

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Filing Room
Harrisburg, PA 17120

RE: Giant Eagle, Inc., Guttman Energy, Inc., Lucknow-Highspire Terminals, LLC, Monroe Energy, LLC, Philadelphia Energy Solutions Refining and Marketing, LLC, and Sheetz, Inc. v. Laurel Pipe Line Company, L.P.; Docket No. C-2018-3003365; **ERRATA TO JOINT PETITION FOR APPROVAL OF SETTLEMENT**

Dear Secretary Chiavetta:

On Wednesday July 31, 2019, the Parties to the above-captioned proceeding filed a Joint Petition for Approval of Settlement ("Joint Petition") in this matter. Attached to the Joint Petition were several Appendices, including, relevant for purposes of this errata: Appendix A, which was identified as being Laurel Pipeline's *pro forma* Pa PUC tariff; and Appendix B, which was identified as being a Capacity Use Agreement between Laurel Pipeline and Buckeye Pipeline. Unfortunately, in the last stages of production, the actual documents were switched, so that what is located in the filing as Appendix A is actually the Capacity Use Agreement and what is located at Appendix B is the PUC Tariff. Attached hereto for filing is a copy of the two exhibits, properly labeled and identified as in the text of the Petition.

Also, by email of August 1, 2019, Presiding Administrative Law Judge Eranda Vero identified several typographical errors in Appendix E, which is a copy of the actual executed Settlement Agreement. We will email to ALJ Vero and the Parties electronic copies of the corrections to the documents. Thank you.

Very truly yours,

Todd S. Stewart
Counsel for Monroe Energy, LLC

TSS/jld
Enclosure

cc: The Honorable Administrative Law Judge Eranda Vero
Per Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA ELECTRONIC AND FIRST-CLASS MAIL

Stephanie M. Wimer
Pennsylvania Public Utility Commission
Bureau of Investigation & Enforcement
PO Box 3265
Harrisburg, PA 17105-3265
stwimer@pa.gov

Jonathan D. Marcus
Daniel J. Stuart
Marcus & Shapira, LLP
One Oxford Centre, 35th Floor
301 Grant Street
Pittsburgh, PA 15219
jmarcus@marcus-shapira.com
stuart@marcus-shapira.com
Counsel for Giant Eagle, Inc.

David B. MacGregor
Anthony D. Kanagy
Garrett P. Lent
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
dmacgregor@postschell.com
akanagy@postschell.com
glent@postschell.com
Counsel for Laurel Pipe Line Company, L.P.

Christopher J. Barr
Jessica R. Rogers
Post & Schell
607 14th Street NW, Suite 600
Washington, DC 20005-2006
cbarr@postschell.com
jrogers@postschell.com
Counsel for Laurel Pipe Line Company, L.P.


Richard E. Powers, Jr.
Joseph R. Hicks
Venable LLP
600 Massachusetts Avenue, N.W.
Washington, D.C. 20001
repowers@venable.com
jrhicks@venable.com
Counsel for Monroe Energy, LLC

Todd J. Russo
Senior Vice President General Counsel and
Secretary
Buckeye Partners, L.P.
Five Tek Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
trusso@buckeye.com

Robert A. Weishaar, Jr.
McNees Wallace & Nurick, LLC
1200 G Street, NW, Suite 800
Washington, D.C. 20005
bweishaar@mcneeslaw.com
*Counsel for Lucknow-Highspire Terminals
LLC; Sheets, Inc.; and Guttman Energy, Inc.*

Adeolu A. Bakare
McNees Wallace & Nurick, LLC
100 Pine Street
PO Box 1166
Harrisburg, PA 17108-1166
abakare@mcneeslaw.com
*Counsel for Lucknow-Highspire Terminals
LLC; Sheets, Inc.; and Guttman Energy, Inc.*

Alan M. Seltzer, Esquire
John F. Povilaitis, Esquire
Buchanan Ingersoll & Rooney PC
409 North Second Street, Suite 500
Harrisburg, PA 17101-1357
alan.seltzer@bipc.com
john.povilaitis@bipc.com
*Counsel for Philadelphia Energy Solutions
Refining and Marketing LLC*



Todd S. Stewart

DATED: August 2, 2019

Appendix A

Pro Forma PaPUC Tariff

Pa. PUC No. ____
(Cancels Pa. PUC No. ____)

LAUREL PIPE LINE COMPANY, L.P.

RULES AND REGULATIONS TARIFF

Governing the
TRANSPORTATION
of
PETROLEUM PRODUCTS
by
PIPELINE

BETWEEN POINTS IN TARIFFS MAKING REFERENCE HERETO

The Rules and Regulations, published herein, apply only under tariffs making specific reference by Pa. PUC Number to this tariff; such reference will include supplements thereto and successive issues thereof.

ISSUED: ____, 2019

EFFECTIVE: ____, 2019

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

Issued by:

[W] ROBERT A. MALECKY STEPHEN C. MUTHER
President,
Mainline L.P.
General Partner of
Laurel Pipe Line Company, L.P.
[W] Five TEK Park Union Meeting Corporate Center
[W] 9999 Hamilton Blvd.
920 Harvest Drive—Suite 230
[W] Breinigsville, PA 18031 Blue Bell, PA 19422



Compiled by:

[W] STEVEN R. TRAPANI STEPHEN R. MILBOURNE
Laurel Pipe Line Company, L.P.
[W] Five TEK Park Union Meeting Corporate Center
[W] 9999 Hamilton Blvd.
920 Harvest Drive—Suite 230
[W] Breinigsville, PA 18031 Blue Bell, PA 19422
[W] (610) 904-4635 (215) 619-3532
[W] strapani@buckeye.com
smilbourne@buckeye.com

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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
PaPUC	Pennsylvania Public Utility Commission
P.S.I.G.	Pounds per Square Inch Gauge

PARTICIPATING CARRIERS

NAME OF CARRIER

Buckeye Pipe Line Company, L.P.

GENERAL APPLICATION

Rules and regulations published herein apply only in connection with tariffs which make specific reference by 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

Barrel	For all Commodities except liquefied petroleum gases, means 42 United States gallons at 60 degrees Fahrenheit and zero P.S.I.G. For liquefied petroleum gases, means 42 United States gallons at 60 degrees Fahrenheit and equilibrium vapor pressure.
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: <ol style="list-style-type: none">(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.
Carrier	Means and refers to Laurel Pipe Line Company, L.P. and other Carriers participating in joint tariffs as shown in tariffs making specific reference to this tariff publication.
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.
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.

- 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.

ITEM NO. 10 - COMMODITY

- (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.

- (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 Partners, Attn: Measurement and Quality Control, 9999 Hamilton Blvd. 5 TEK Park, Breinigsville, 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

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.

ITEM NO. 30 - MINIMUM DELIVERIES

The minimum quantity of Commodities which shall be delivered to any Destination shall be 2,500 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) 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) Full volume deductions will be made for all water in Commodities received or delivered as determined by recognized means.
- (C) Products losses due to evaporation, interface mixtures and other routine shrinkage factors are inherent in products pipeline operations. The total overage or shortage resulting from Carrier's operation will be allocated to each Shipper's account on an accrual basis calculated by the proportion of the Shipper's total delivered volumes to the total volumes delivered by the Carrier during the same period. Carrier will account to each Shipper for all Petroleum Products received and will settle for net products gains and losses from normal operations based on prevailing prices in the Carrier's areas of operations.

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 in its possession to secure all unpaid transportation and other lawful charges due from the Shipper and Carrier may withhold all or a portion of Commodities 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. 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. [N] Until December 31, 2026, outside of force majeure circumstances that impact Laurel's ability to provide such capacity, the available physical capacity of east-to-west transportation on Carrier's system between Coraopolis and Duncansville, Pennsylvania (this segment also being known as "Line 718" or "L718") will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times ten days in a cycle), unless that obligation is terminated or modified earlier in accordance with the terms of the Settlement Agreement in PUC Docket No. C-2018-3003365 and FERC Nos. IS19-277-000, IS19-277-001, IS19-278-000 and IS19-278-001.

(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. 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 AND METHOD 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 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

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 at Destination, then and in such event Carrier shall have the right to divert, re consign, or make whatever arrangements for disposition of the Commodities it deems appropriate to clear its pipeline facilities, including 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.

EXPLANATION OF REFERENCE MARKS

[N] New

[W] Change in Wording Only

Appendix B

PIPELINE CAPACITY AGREEMENT

This PIPELINE CAPACITY AGREEMENT ("Agreement") is made effective as of this 31st day of, July 2019, by and between LAUREL PIPE LINE COMPANY, L.P., a Delaware limited partnership ("Laurel"), and BUCKEYE PIPE LINE COMPANY, L.P., a Delaware limited partnership ("Buckeye"). Laurel and Buckeye are referred to herein individually as a "Party" and together as the "Parties".

WHEREAS, Buckeye and Laurel entered into that certain Pipeline Capacity Agreement, made as of October 11, 1994 (the "1994 Agreement"), pursuant to which Laurel agreed to provide certain pipeline capacity to Buckeye; and

WHEREAS, Laurel and Buckeye modified the 1994 Agreement by an amendment made as of January 1, 2015 ("2015 Amendment"); and

WHEREAS, each desire to enter into this further revised Agreement that will entirely supersede and replace the terms of the 1994 Agreement, as amended by the 2015 Amendment, on the terms and conditions as set forth below; and

WHEREAS, Laurel owns and operates (a) a petroleum products pipeline between Eagle Point, New Jersey and Midland, Pennsylvania, as such pipeline is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Pipeline"), and (b) a station at Boothwyn, Pennsylvania at which Laurel owns and operates, among other things, certain storage tanks, as such station is more particularly described on Exhibit "A" hereto (the "Booth Station") (the Pipeline and the Booth Station are hereinafter referred to collectively as the "Pipeline Assets"); and

WHEREAS, Buckeye desires to obtain from Laurel: (a) throughput capacity¹ sufficient to transport as a common interstate carrier up to 60,000 barrels per day ("BPD") of refined petroleum products through the pipeline segment located between Eagle Point, New Jersey and Sinking Spring, Pennsylvania; and (b) throughput capacity sufficient to transport up to 45,000 BPD of refined petroleum products between Buckeye's point of connection with the Pipeline at Sinking Spring, Pennsylvania and Eldorado, Pennsylvania; (c) throughput capacity sufficient to transport up to 40,000 BPD of refined petroleum products between Eldorado, Pennsylvania and Buckeye's terminal facilities at Midland, Pennsylvania; and (d) use of the tankage at the Booth Station to facilitate Buckeye's use of such throughput capacity, subject to Laurel's operating procedures and scheduling requirements.

WHEREAS, Laurel desires to ensure that the available, physical capacity of east-to-west transportation of interstate and intrastate movements of refined petroleum products on its system between Coraopolis and Duncansville, Pennsylvania ("Line 718") will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times

¹ "Throughput capacity," as the term is used in this , is understood to have the same meaning as "available, physical capacity, and vice versa.

ten days in a cycle), outside of force majeure circumstances that impact Laurel's ability to provide such capacity, subject to subsection 6(b) below.

WHEREAS, Laurel and Buckeye desire to enter into this Agreement to provide for that use of pipeline capacity and tankage, as well as to express certain other agreements between them.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. Pipeline Capacity. Subject to the terms, conditions and provisions hereinafter set forth, Laurel hereby provides to Buckeye, and Buckeye agrees to accept from Laurel, the right to use capacity and facilities as follows: (a) up to 60,000 BPD in throughput capacity of the Pipeline between Eagle Point, New Jersey and Sinking Spring, Pennsylvania, up to 45,000 BPD in throughput capacity between Sinking Spring, Pennsylvania and Eldorado, Pennsylvania, and up to 40,000 BPD in throughput capacity between Eldorado, Pennsylvania and Midland, Pennsylvania (collectively referred to hereinafter as the "Capacity") to be used by Buckeye solely for the interstate transportation of refined petroleum products; and (b) use of such capacity of the tankage at the Booth Station as is necessary to facilitate Buckeye's use of the Capacity to transport gasolines, distillates and any other combination of grades of petroleum and petroleum products that Laurel and Buckeye mutually agree upon, from various points of origin on both Laurel and Buckeye's pipelines to various points of destination on both Laurel and Buckeye's pipelines, subject to Laurel's operating procedures and scheduling requirements.

2. Term.

(a). Initial Term. The Initial Term of this Agreement shall be for a period of ten years, beginning on the first day on which Laurel begins to provide service under the terms of this Agreement in accordance with all required state and federal authorizations for the provision of the Capacity in accordance with the terms of this Agreement, and all authorizations for the construction or operation of all facilities and rights needed to provide the service to Buckeye as described in this Agreement. (the "Commencement Date").

(b). Renewal Term(s). Following the end of the Initial Term, this Agreement, shall continue in effect on a year-to-year evergreen basis (each such year term, a "Renewal Term") until cancelled by either Party by giving written notice to the other Party of such cancellation at least thirty (30) days prior to the effective date of such cancellation.

3. Capacity Use Charge for the Initial Term.

(a). The annual capacity use charge payable by Buckeye to Laurel during the first twelve month period of the Initial Term of this Agreement shall be

the sum then applicable to the annual capacity use charge to Buckeye under the 2015 Amendment, on the Commencement Date.

(b). The annual capacity use charge payable by Buckeye to Laurel during each succeeding twelve (12) month period of the Initial Term shall be the annual capacity charge for the preceding twelve (12) month period multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

(c). The annual capacity use charge shall be payable in equal monthly installments on or before the last business day of each calendar month, without notice or demand, and without any setoff, counterclaim or deduction, except as expressly authorized herein; however, in the event that the Commencement Date is not on the first day of a calendar month, the capacity use charge for the first and last month of the Initial Term will be prorated according to the number of days during which the Agreement is in effect during each such month.

4. Capacity Use Charge For Renewal Terms.

(a). The annual capacity use charge payable by Buckeye during the first Renewal Term shall be equal to the product of the annual capacity use charge payable by Buckeye during the immediately preceding twelve (12) month period of the Initial Term and 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

(b). The annual capacity use charge shall be payable in equal monthly installments on or before the last business day of each calendar month, without notice or demand, and without any setoff, counterclaim or deduction, except as expressly authorized herein; however, in the event that the Commencement Date is not on the first day of a calendar month, the capacity use charge for the first and last month of the Renewal Term will be prorated according to the number of days during which the Agreement is in effect during each such month.

5. Adjustments For Operating Expenses. The amounts of annual capacity use charges payable by Buckeye to Laurel pursuant to the provisions of paragraphs 3 and 4 hereof were determined based upon full use of the Capacity by Buckeye during the Initial Term and each Renewal Term of this Agreement. If Buckeye ships less than the full Capacity amount during the first twelve (12) months of the Initial Term or during any subsequent twelve (12) month period occurring within the Initial Term, or during any Renewal Term, Laurel and Buckeye agree to make the adjustments described below to reflect variable power and operating expenses.

If during the first twelve (12) months of the Initial Term, Buckeye ships less than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Buckeye shall be entitled to a credit equal to the credit per barrel in effect during the prior twelve months pursuant to Section 5 of the 2015 Amendment multiplied by the number of barrels less than 21,900,000 shipped by Buckeye, such credit to be applied against next due installments of annual rent payable by Buckeye pursuant to paragraphs 3 or 4 above. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships less than 21,900,000 barrels in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels less than 21,900,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships less than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels less than 21,900,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term, or, as applicable, the preceding Renewal Term, in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during the first twelve (12) months of the Initial Term Buckeye ships less than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit equal to the credit per barrel in effect during the prior twelve (12) months pursuant to Section 5 of the 2015 Amendment multiplied by the number of barrels less than 16,425,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships less than 16,425,000 barrels in the segment between Sinking Spring and Eldorado, Pennsylvania, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels less than 16,425,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships less than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve (12) month period, multiplied by the number of barrels less than 16,425,000 shipped by Buckeye multiplied by 1 plus the percentage change since the beginning of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during the first twelve (12) months of the Initial Term Buckeye ships less than 14,600,000 barrels (determined by multiplying 40,000 x 365 days) in the segment between Eldorado and Midland, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit equal to the credit per barrel in effect during the prior twelve (12) months pursuant to Section 5 of the 2015 Amendment multiplied by the number of barrels less than 14,600,000 shipped by Buckeye, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships less than 14,600,000 barrels in the segment between Sinking Spring and Eldorado, Pennsylvania, Buckeye shall be entitled to a credit equal to the credit per barrel calculated for the prior twelve month period, multiplied by 1 plus the percentage change since the commencement of the prior 12 month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels less than 14,600,000 shipped by Buckeye, such credit to be applied against next due installments of annual rent payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships less than 14,600,000 barrels (determined by multiplying 40,000 BPD x 365 days) between Eldorado and Midland, Pennsylvania or points intermediate thereto, Buckeye shall be entitled to a credit per barrel equal to the credit per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels less than 14,600,000 shipped by Buckeye multiplied by 1 plus the percentage change since the beginning of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, such credit to be applied against next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

Laurel shall, promptly after the end of each twelve (12) month period of the Initial Term, or as applicable following each Renewal Term, determine the amount, if any, of credit due Buckeye pursuant to the provisions of this paragraph 5, and then submit a statement to Buckeye containing the applicable calculation. If such calculation reveals that Buckeye is due a credit from Laurel, such credit may be offset by Buckeye against

next due installments of the annual capacity use charge payable by Buckeye hereunder. If this Agreement has been terminated or has expired before any such credit has been fully utilized, Laurel shall, within thirty (30) days after the termination or expiration, pay Buckeye an amount equal to the unutilized credit. The provisions of this paragraph 5 shall survive the expiration or sooner termination of the term of this Agreement.

6. Provision of Additional Capacity.

(a) Subject to the provisions of subsection 6(b), Laurel may, within its discretion and if capacity is available, provide Buckeye the right to ship more than the full Capacity amount during the first twelve (12) months of the Initial Term, or during any subsequent twelve (12) month period occurring within the Initial Term, or during any Renewal Term, and in such event Laurel and Buckeye agree that Buckeye shall pay additional capacity use charges as described below ("supplemental charge").

If during the first twelve (12) months of the Initial Term Buckeye ships more than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior twelve (12) months pursuant to Section 6 of the 2015 Amendment multiplied by the number of barrels more than 21,900,000 shipped by Buckeye. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships more than 21,900,000 barrels in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Laurel shall be entitled to payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels more than 21,900,000 shipped by Buckeye, such credit to be added to the next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships more than 21,900,000 barrels (determined by multiplying 60,000 BPD x 365 days) in the segment between Eagle Point, Chelsea Junction, or Booth and Sinking Spring, Laurel shall be entitled to the payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels more than 21,900,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

If during the Initial Term Buckeye ships more than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior

twelve (12) months pursuant to Section 6 of the 2015 Amendment multiplied by the number of barrels more than 16,425,000 shipped by Buckeye. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships more than 16,425,000 barrels in the segment between Sinking Spring and Eldorado, Pennsylvania, Laurel shall be entitled to payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels more than 16,425,000 shipped by Buckeye, such credit to be added to the next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships more than 16,425,000 barrels (determined by multiplying 45,000 BPD x 365 days) in the segment between Sinking Spring and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period multiplied by the number of barrels less than 16,425,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities.

If during the first twelve (12) months of the Initial Term Buckeye ships more than 14,600,000 barrels (determined by multiplying 40,000 BPD x 365 days) in the segment between Midland and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior twelve months pursuant to Section 6 of the 2015 Amendment multiplied by the number of barrels more than 14,600,000 shipped by Buckeye. If during any succeeding twelve (12) month period during the Initial Term, Buckeye ships more than 14,600,000 barrels in the segment between Eldorado and Midland, Pennsylvania, Laurel shall be entitled to payment of a supplemental charge equal to the supplemental charge per barrel calculated for the prior twelve (12) month period, multiplied by 1 plus the percentage change since the commencement of the prior twelve (12) month period in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics for the United States Department of Labor for All United States Cities, further multiplied by the number of barrels more than 14,600,000 shipped by Buckeye, such credit to be added to the next due installments of the annual capacity use charge payable by Buckeye pursuant to paragraphs 3 or 4 above.

If during any Renewal Term Buckeye ships more than 14,600,000 barrels (determined by multiplying 40,000 BPD x 365 days) in the segment between Midland and Eldorado, Pennsylvania, Laurel shall be entitled to a payment of a supplemental charge equal to the supplemental charge per barrel in effect during the prior twelve (12) months multiplied by the number of barrels less than 14,600,000 shipped by Buckeye multiplied by 1 plus the percentage change since the Initial Term in the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the

Bureau of Labor Statistics for the United States Department of Labor for All United States Cities

Laurel shall, promptly after the end of twelve (12) month period of the Initial Term, or each Renewal Term, as applicable, determine the amount, if any, of payment owed by Buckeye pursuant to the provisions of this paragraph 6, and then submit a statement to Buckeye containing the applicable calculation. If such calculation reveals that Laurel is due a payment from Buckeye, such payment will be made within thirty (30) days after receipt of aforementioned calculation. The provisions of this paragraph 6 shall survive the expiration or sooner termination of the term of this Agreement.

(b) Until December 31, 2026, and pursuant to the obligations of the [Settlement Agreement in PaPUC Dkt. No. C-2018-3003365, FERC Dkt. Nos. OR18-22-000, *et al.*, ("Settlement Agreement")] Laurel will ensure that the available, physical capacity of east-to-west transportation on Line 718 will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times ten days in a cycle), outside of force majeure circumstances that impact Laurel's ability to provide such capacity, unless that obligation is terminated or modified in accordance with the terms of the Settlement Agreement.

7. Operation and Maintenance of the Pipeline Assets. During the Initial Term and all Renewal Terms of this Agreement, Laurel shall be solely responsible for the operation and maintenance of the Pipeline Assets in accordance with its normal business practices, including the Capacity, subject to the right and obligation of Buckeye to utilize the Capacity as a private or common carrier. Laurel shall be solely responsible for obtaining and keeping in force any and all permits and easements necessary to physically operate the Pipeline Assets. Laurel shall operate the Pipeline Assets utilizing operating practices and procedures in compliance with all applicable laws and regulations.

If at any time during the Initial Term or any Renewal Term of this Agreement, Buckeye believes that Laurel has not maintained the Pipeline Assets in accordance with Laurel's normal business practices, Buckeye shall give Laurel telephonic notice thereof, with reasonable detail of the inadequate circumstance.

If Laurel agrees with Buckeye, Laurel shall at its cost and expense forthwith commence to make all necessary modifications and shall diligently prosecute such modifications to completion.

If Laurel disagrees with Buckeye, Laurel shall, within fifteen (15) days after the date of Buckeye's notice, give telephonic notice thereof to Buckeye, and the parties shall thereafter negotiate in good faith to resolve the issue.

Notwithstanding the foregoing, if Buckeye is in default of any of its obligations under this Agreement, it shall not be permitted to demand that Laurel perform any modification or maintenance work pursuant to the provisions of this paragraph 7.

8. Compliance with Laws. Buckeye shall at its expense comply with all applicable laws and regulations relating to its use and occupancy of the Capacity.

9. Indemnification Obligations.

(a). Laurel shall indemnify and hold harmless Buckeye from and against any and all losses, claims and demands for injuries to or death of persons or damages to property caused by, arising from or incidental to any negligent act or omission to act by Laurel, its agents, servants or employees, in the exercise of the rights granted or the obligations imposed hereunder.

(b). Buckeye shall indemnify and hold harmless Laurel from and against any and all losses, claims and demands for injuries to or death of persons or damages to property (including, without limitation, the Pipeline Assets) caused by, arising from or incidental to any negligent act or omission to act by Buckeye, its agents, servants or employees in the exercise of the rights granted or the obligations imposed hereunder.

(c). It is understood that for purposes of this paragraph 9, connecting carriers are not agents of either Buckeye or Laurel.

10. Shipment Activity Forecasts. Buckeye's use of the Capacity and the tankage at the Booth Station shall be subject to Laurel's operational procedures and scheduling requirements. Subject to such operational procedures and scheduling requirements, Buckeye shall have the right to use the Capacity on the following bases:

Buckeye shall advise Laurel in writing of Buckeye's proposed transportation activity on its Capacity for each calendar month during the Initial Term and any Renewal Term of this Agreement twenty (20) days prior to the first day of such month; provided, however, that no such notification may be made after the twenty-fifth (25th) day of the month preceding such month. Modifications to such activity may be accepted after such date to the extent Laurel can reasonably accommodate such changes. Based on Buckeye's notification(s) of proposed activity, Laurel shall issue operating schedules to Buckeye and connecting carriers. After Buckeye has received from Laurel the operating schedules, Buckeye shall use its best efforts to receive their deliveries accordingly, at the time and at the hourly flow rates specified by Laurel and under the supervision of Laurel.

Laurel and Buckeye shall at all times cooperate with each other and coordinate their respective activities in such manner as to effect the most efficient operation and utilization of the Pipeline Assets, and accommodation of Buckeye's needs and utilization of the Capacity, in accordance with Laurel's operational procedures and scheduling requirements. Buckeye shall have the right to review and approve any material change in operating procedures, practices or performance relating to the Pipeline Assets.

11. Taxes. All state and local taxes, right-of-way rentals, and assessments of charges levied on the Pipeline Assets or the Capacity shall be paid by Laurel. All taxes levied on the income arising from transportation of petroleum products through the Capacity shall be paid by Buckeye.

12. Notices. All notices and other communications which are required or permitted hereunder (except for notices and communications under paragraph 7 of this

Agreement which shall be given by telephone calls) shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, or by telefacsimile, addressed or sent as follows:

If to Buckeye: Buckeye Pipe Line Company, L.P.
Todd J. Russo
Senior Vice President, General Counsel and Secretary
Buckeye Partners, L.P.
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
(610) 904-4505 (telephone)
(610) 904-4006 (fax)
TRusso@buckeye.com

If to Laurel: Laurel Pipe Line Company, L.P.
David W. Arnold
Vice President, Domestic Pipelines
Buckeye Partners, L.P.
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
(610) 904-4505 (telephone)
(610) 904-4006 (fax)
DArnold@buckeye.com

or to such other address or telefacsimile number or e-mail address as a Party may from time to time designate to the other Party in writing in accordance with this paragraph 12. All notices and other communications given to any Party in accordance with the provision of this paragraph 12 shall be deemed to have been given on the date of receipt.

13. Force Majeure. Except for the payment of money due and payable hereunder, neither Party shall be liable to the other Party for failure to fulfill its obligations under this Agreement when such failure is caused by reasons beyond the reasonable control of such Party, such as a strike or labor dispute, damage by the elements, storm, flood or other act of God, fire, explosion, electrical blackout, war, rebellion, insurrection, riot, breakage or accident to machinery or equipment, act, regulation or edict of any governmental authority or any other similar or dissimilar cause reasonably beyond the control of the Party affected, which, as to Laurel's obligations under this Agreement, impacts Laurel's ability to provide the capacity contemplated by this Agreement. If the settlement of any strike or labor dispute can be made only upon such terms unacceptable to the affected Party, such strike or labor dispute shall be a cause beyond such Party's reasonable control within the meaning of this paragraph 13. If operation of the Pipeline should be suspended for ten consecutive days or longer due to any of the aforementioned force majeure causes, then the then current term of this Agreement shall be extended by the number of days that such force majeure condition

continues (from and after the tenth day). Notwithstanding the foregoing, neither any term of this Agreement, nor the time by which any of the obligations of the Parties hereunder are to be performed shall be extended pursuant to the provisions of this paragraph 13 if Laurel accepts and delivers all shipments nominated by Buckeye for delivery during any month in which operation of the Pipeline is suspended or disrupted.

14. Receipts, Deliveries and Inventories. Receipts, deliveries and inventories pertaining to Buckeye's use of the Capacity shall be maintained in accordance with Laurel's existing operating procedures.

15. Minimum Inventories. Buckeye shall maintain its proportionate share of minimum inventory in the Pipeline for each grade of petroleum products moving on the Capacity, based on the portion of the Pipeline used to facilitate such movement. Buckeye shall maintain minimum operating linefill inventory for each line segment of the Pipeline equal to its percentage of total scheduled movements for each line segment times the total linefill required for each such line segment of the Pipeline. Buckeye shall be required to maintain tank operating inventory equal to its percentage of total scheduled pipeline movements for each product grade of petroleum products times the total required operating inventory for each such product grade. Laurel shall determine and advise Buckeye of the type and amount of inventory Buckeye is required to furnish pursuant to this paragraph 15.

16. Early Termination for Failure to Ship or Other Default. If Buckeye (a) fails to ship any volume through the Pipeline for any period of twelve (12) consecutive months during the Initial Term or any Renewal Term of this Agreement, or (b) fails to pay Laurel the annual capacity use charges or other amounts in accordance with the provisions of this Agreement, or (c) otherwise fails to comply with any material provision of this Agreement, and such failure continues for a period of thirty (30) days after Laurel gives Buckeye notice of such failure, Laurel may terminate this Agreement prior to the scheduled expiration date of the then current term by giving Buckeye written notice thereof (in the case of a failure to ship by Buckeye as described in the preceding clause (a) only, such termination notice may only be given prior to a shipment by Buckeye through the Pipeline). In the case of a termination pursuant to the preceding clause (a), such termination shall be effective thirty (30) days after the date of Laurel's notice, and in the case of a termination pursuant to the preceding clause (b), such termination shall be effective on the date specified in Laurel's termination notice. If this Agreement is thus terminated, Buckeye shall pay to Laurel capacity use charges pro-rated or adjusted to the termination date.

17. Additional Storage Tanks. During the Initial Term and any Renewal Term of this Agreement, Buckeye shall have the right to construct such additional storage tanks at the Booth Station as Buckeye may desire, provided, however, that Buckeye's construction of any such tank is subject to the following terms and conditions:

(a). prior to the commencement by Buckeye of any construction work, Buckeye shall obtain Laurel's written approval of the plans and specification for the proposed work; and Laurel shall approve or disapprove of such plans and

specifications within forty-five (45) days after its receipt thereof (and if Laurel fails to respond within such time period the plans and specifications submitted by Buckeye to Laurel shall be deemed to have been approved by Laurel);

(b). all such construction work shall be performed by contractors reasonably acceptable to Laurel and under the supervision of a registered professional engineer reasonably acceptable to Laurel;

(c). all such construction work shall be performed in a good and workmanlike manner and in compliance with all laws, statutes, ordinances, regulations, orders and requirements of all federal, state, county, township, local and other governmental authorities having jurisdiction over such work;

(d). prior to commencement of such work, Buckeye shall (i) procure all necessary permits and authorizations, (ii) file appropriate waivers against mechanics' liens in form satisfactory to Laurel, and (iii) obtain workmen's compensation insurance in amounts, form and content, and with companies reasonably acceptable to Laurel; and

(e). after the completion of such work, Buckeye shall execute and deliver such bills of sale and other transfer documents as Laurel may reasonably require in order for Buckeye to transfer, convey, and assign to Laurel all of Buckeye's right, title and interest, if any, in and to all such storage tanks (subject to Buckeye's interest in such tanks described below), all such documents to be in form and substance reasonably acceptable to Laurel.

If Buckeye constructed any such storage tanks in accordance with the provisions of this paragraph 17, each such tank shall be the property of Laurel but shall be deemed to be part of the property provided by Laurel to Buckeye pursuant to this Agreement; and Buckeye shall have the exclusive right to utilize the capacity of each such tank (provided that Laurel shall be solely responsible for operating and maintaining each such tank) at no additional rent through and including the date that this Agreement expires or terminates.

Neither this Agreement nor any of the obligations of the Parties under this Agreement shall be subject to Buckeye's ability to construct additional storage tanks at the Booth Station pursuant to the provisions of this paragraph 17.

18. Entire Agreement. This Agreement supersedes and cancels all other agreements, if any, whether written or oral between the Parties relating to the subject matter of this Agreement. No conditions, usage of trade, course of dealing or other performance, understanding or agreement, purporting to modify, vary, explain or supplement the terms, conditions and provisions of this Agreement shall be binding upon either of the Parties unless hereafter made in writing and signed by the Party to be bound.

19. Severability. If any of the provisions in this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid, illegal or otherwise unenforceable, the remainder of this Agreement, and the application of such provision to any person or circumstances other than those to whom or which it is held

invalid, illegal or unenforceable, shall not be affected thereby, and every provision in this Agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Assignment; Successor and Assigns. No interest or obligation of Buckeye under this Agreement or in or to the Capacity or the use of the capacity of the tankage at the Booth Station may be assigned, sublet or otherwise transferred by Buckeye, whether voluntarily or by operation of law, without the prior written consent of Laurel, except that Buckeye's entire interest under this Agreement may be assigned to a corporation that is wholly owned by Buckeye or its parent corporation, if such assignee gives Laurel a written assumption of all of Buckeye's obligations hereunder. No such assignment shall release Buckeye of its obligations hereunder, and Buckeye shall remain jointly and severally liable with the assignee for the performance of such obligations. Buckeye shall not mortgage, pledge or otherwise encumber its interest in this Agreement or the capacity use charges payable hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

21. Brokers. Each party represents and warrants to the other that it has not dealt with any brokers or agents in connection with the negotiation of or the obtaining of this Agreement, and each Party agrees to indemnify and hold harmless the other Party from and against any and all cost, liability or claim for commission or other compensation by any broker or agent claiming to be employed by the indemnifying Party with respect to the Pipeline Assets or to have called the Pipeline Assets to Buckeye's attention.

22. Captions. The captions and headings of the paragraphs of this Agreement have been inserted for convenience of reference only and shall not in any way be utilized to construe or interpret the agreement of the Parties as otherwise set forth in this Agreement.

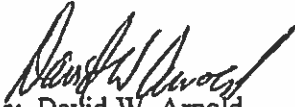
23. Governing Law. This Agreement and all issues arising hereunder shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of law principles thereof.

24. No Joint Venture. This Agreement shall create only the relationship of lessor and lessee between Laurel and Buckeye, and nothing herein is intended to be construed as creating a joint venture or partnership relationship between the Parties.

25. Counterparts. This Agreement shall be binding when any one or more counterparts hereof individually or taken together, shall bear the signatures of Laurel and Buckeye. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
as of the day and year first above written.

LAUREL PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general
partner

BY: 
Name: David W. Arnold
Title: Vice President, Domestic Pipelines

BUCKEYE PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general

BY:
Name: Todd J. Russo
Title: Senior Vice President, General
Counsel
and Secretary

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

LAUREL PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general partner

BY:
Name: David W. Arnold
Title: Vice President, Domestic Pipelines

BUCKEYE PIPE LINE COMPANY, L.P.
By MainLine L.P., its sole general partner
By MainLine GP LLC, its sole general


BY: 
Name: Todd J. Russo
Title: Senior Vice President, General Counsel
and Secretary

EXHIBIT A

EXHIBIT A TO THE PIPELINE CAPACITY AGREEMENT

The capacity subject to this Agreement is in the Laurel Pipe Line System (Laurel), which is a common carrier pipeline which transports liquid petroleum and petroleum products and is located between points in southern New Jersey and western Pennsylvania, making deliveries to terminals across Pennsylvania. The system consists of mainline pipelines, pump stations, laterals and appurtenant facilities, and break out storage tankage, including tankage at Laurel's Booth station. The pipeline system west of Booth consists of a main pipeline consisting of 24-inch, 20-inch, 18-inch diameter sections, metering facilities and other terminal-related facilities, and multiple pump stations. Laurel delivers at terminals located west of Booth. In addition, the capacity subject to this Agreement in the Laurel system includes a segment between Midland and Coraopolis, Pennsylvania, consisting of main pipeline of 14- and 18-inch diameter section and pump stations, metering facilities and other terminal related facilities.

**APPENDIX E -
EXECUTED SETTLEMENT
AGREEMENT**

Settlement Agreement

The undersigned Parties¹ agree to be bound by the following terms and conditions, subject to the required federal and state approvals as described herein, to resolve all disputes and controversies between the Parties relating to establishment of the proposed bi-directional service by Buckeye and Laurel on Line 718 of the Laurel pipeline system.

A. Preservation of Existing East-to-West Capacity

1. These Settlement terms will be filed with the Pennsylvania Public Utility Commission ("PaPUC") and the Federal Energy Regulatory Commission ("FERC") to create specific and legally-enforceable commitments in each jurisdiction assuring that the available, physical capacity of east-to-west transportation on Line 718 ("L718")² will be no less than 1,200,000 barrels per cycle (which is 120,000 barrels per day times the ten days in a cycle) under bi-directional service, through the termination of the Full Reversal Moratorium (defined below), outside of force majeure circumstances impacting Laurel's ability to provide such capacity on the Laurel Pipeline, subject to the provisions of Paragraphs 11 and 12 ("East to West Capacity Guarantee"). The Settlement resolves the pending Amended Complaint at the PaPUC against Laurel, the pending Petition for Declaratory Order ("PDO") proceeding at the FERC and the issues raised in the FERC Tariff proceedings pending at FERC Docket Nos. IS19-277-000 and IS19-278-000. Buckeye, Laurel and the Complainants (collectively, "FERC Parties") have agreed to also file the Settlement on or before July 31, 2019 at the FERC. Both the PaPUC and the FERC Settlements are accompanied by pro forma tariffs (one by Laurel for the PaPUC and

¹ Giant Eagle, Inc., Guttman Energy, Inc. ("Giant Eagle"), Guttman Energy, Inc. ("Guttman"), Lucknow-Highspire Terminals, LLC ("LHT"), Monroe Energy, LLC ("Monroe"), Philadelphia Energy Solutions Refining and Marketing, LLC ("PESRM"), and Sheetz, Inc. ("Sheetz") (collectively, for purposes of this agreement, "Complainants"), Buckeye Pipe Line Company, L.P. ("Buckeye") and Laurel Pipe Line Company ("Laurel") (Buckeye and Laurel with the Complainants, each individually a "Party" and collectively the "Parties").

² "L718" or "Line 718" is the Laurel pipeline segment that runs from Duncansville to Coraopolis, Pennsylvania.

several by Buckeye in its individual capacity for the FERC) that implement and are consistent with the Settlement terms. The PaPUC tariff necessary to implement this Settlement is attached hereto as **Appendix A**. Also attached hereto as **Appendix B** is a Capacity Use Agreement between Laurel and Buckeye pursuant to PaPUC affiliated interest requirements confirming the availability of capacity on the Laurel Pipeline to provide service under the Transportation Service Agreements (“TSAs”) for firm committed service that Buckeye has executed with customers for west-to-east interstate service utilizing the Coraopolis to Duncansville segment of the Laurel Pipeline, *i.e.* L718. Further, attached as **Appendix C** are the Buckeye FERC pro forma tariffs to be filed to implement the bi-directional service, which include Rules and Regulations for west-to-east service on L718, and rates for west-to-east service on L718, and modifications to the Rules and Regulations for east-to-west service on Buckeye’s Eastern Products System.

2. The Parties will request expedited review and approval of the Settlement, the pro forma PaPUC Tariff attached hereto as **Appendix A** and the Capacity Use Agreement attached hereto as **Appendix B** by the PaPUC. The Settlement and associated **Appendices A, B, and C** assure Laurel Pipeline shippers the availability of 1,200,000 barrels per each ten (10) day cycle of east to west capacity on the Laurel Pipeline, through the termination of the Full Reversal Moratorium (defined below). Laurel and Buckeye represent and confirm that, absent a bona fide force majeure condition, no provision of the TSAs with Shippers for the 2019 Expansion Capacity³ including, without limitation, Section 6.03(d) of or the definition of “Committed Customer Capacity” under the TSAs or any existing tariffs, including those filed to implement the TSAs, will alter, diminish, limit or otherwise adversely impact the 1,200,000 barrels per

³ The term “2019 Expansion Capacity” will be defined in the FERC Tariffs included with the Settlement submitted to the FERC for approval. The pro forma FERC Tariffs that will be filed are attached hereto as **Appendix C**.

cycle of east to west capacity that will be available for Shippers along L718 for all destination points between Eldorado and Coraopolis under bi-directional operations, through the termination of the Full Reversal Moratorium (defined below). The PaPUC Tariff filed by Laurel and the FERC Tariff filed by Buckeye, to be effective upon the commencement of bi-directional service, include provisions specifying that the available, physical east-to-west capacity of L718 for purposes of bi-directional service is 1,200,000 barrels per cycle, absent force majeure, through the termination of the Full Reversal Moratorium (defined below). Buckeye and Laurel agree that they will not file or seek to file tariff provisions, or apply any tariff provisions, in a manner that conflicts with the requirements and obligations of this Settlement.

B. Scheduling/Operational/Logistical (“SOL”) Commitments

3. Laurel and Buckeye agree to designate and provide in a timely manner to the Complainants, the name, title and complete contact information of a manager as the “escalation” contact when scheduling issues with respect to L718 arise that the schedulers are unable or unwilling to address. That manager shall have decision-making authority over such issues.

4. Laurel and Buckeye will implement a continuous review process with respect to L718 that includes the scheduling of conference calls in which the Complainants (*i.e.* schedulers, shippers, and suppliers) and other Shippers may participate. Such calls shall occur three to five (3-5) business days prior to the start of each cycle. Such calls shall be scheduled for each cycle for the first six months of bi-directional operation. After the end of the six-month period, such calls shall occur monthly, 3-5 business days prior to the nomination deadline each month, for a period of six months. The purpose of the calls will be for Laurel and Buckeye to describe the intended operation (including a high-level review of scheduled receipts and deliveries, etc.) for the upcoming cycle or month, as appropriate; to receive input from Complainants and other

Shippers; and to implement modifications to processes where appropriate. The issues discussed shall include, but not be limited to, items set forth in Paragraphs 4(a).i.-iii. below.

(a) In each call or meeting specified in this Paragraph 4, Laurel and Buckeye will discuss with any participating Complainants, or other Shippers, the following information:

- i. The status of current cycle and projected status of each upcoming cycle for which a schedule has been issued ("status" meaning (A) allocated, (B) full and thus not accepting additional batches, (C) not full with limited additional space available, or (D) not full with significant additional space available);
- ii. Any unusual or non-routine conditions of which Buckeye is aware, and any current or anticipated (planned or potential) pipeline downtime, impacting current cycle or upcoming scheduled cycles; and
- iii. Expected timing of gasoline and distillate fuel in each scheduled cycle (gasoline normally starts on the 2nd, 12th, and 22nd day of the month; distillate fuel normally starts on the 7th, 17th and 27th day of the month).

(b) To the extent that the calls and meetings specified in this Paragraph 4 involve information regarding the intended operation of L718, Laurel and Buckeye will provide the Complainants and/or other Shippers participating in the calls with a level of detail that does not convey shipper information or non-public information that would grant market

participants an advantage, consistent with applicable federal and state laws (e.g., operational information regarding the physical direction of L718 that would provide a market advantage to non-segment L718 shippers).

- (c) Notice of the calls and meetings, including postponed or rescheduled calls or meetings, specified in this Paragraph 4 shall be provided in advance to Complainants and other Shippers via Buckeye's T-4 system and to Complainants by email.

5. All interested Complainants and/or other Shippers will meet with Laurel and Buckeye no later than 30 days after the first six months of commercial operation of bi-directional service, and again no later than 30 days after the first 12 months of commercial operation of bi-directional service, in a collaborative process to discuss and implement changes necessary to address issues that have arisen in the first two six-month periods. Complainants retain the right to file complaints, at the PaPUC or the FERC or both, if issues are not satisfactorily or timely addressed during these two review processes. Such complaints may challenge specific practices or policies as to bi-directional service that violate the Settlement or that any Complainant reasonably believes violates federal and/or state law. At least five (5) business days prior to filing any complaint regarding bi-directional service, except in an emergency, the Complainant shall notify Laurel and Buckeye of its intention to file the complaint. Within 48 hours of receiving such notice, Laurel and Buckeye shall in writing notify the Complainant whether Laurel and Buckeye choose to address the complaint informally, and, if so, how. If Laurel and Buckeye chooses to pursue remediation in response to the notice of filing of a complaint, then Laurel, Buckeye and the potential complainant shall engage in good faith negotiations for a period not to exceed fifteen (15) days, unless that period is extended by mutual agreement of

Laurel, Buckeye and the potential complainant. If the negotiation period is not extended, the potential complainant may file an action in any appropriate forum to seek redress for the issue. In addition and without prejudice to any other remedies set forth in this Agreement, any Party to the Settlement may request that the PaPUC make an ALJ available to assist with resolving any Party's non-compliance with the terms of this Settlement.

6. In addition to the pro forma PaPUC Tariff supplement, attached hereto as **Appendix A**, that Laurel is filing to implement the Settlement, the Complainants, Laurel and Buckeye will work in good faith to develop a shipper notification process to provide shippers with written notification and explanation of material delays, meaning delays of 1 day or more, in the timing of deliveries that differ from the times specified in pumping schedules.

7. Laurel and Buckeye represent that bi-directional service will not materially increase losses, transmix, or interface percentages from the levels that existed during the 12 months prior to the initiation of bi-directional service, so long as bi-directional service is provided. Notwithstanding any other provision of this Settlement, the Complainants retain all rights to file a complaint with the PaPUC or the FERC if the losses, transmix, or interface percentages materially increase above levels that existed during the 12 months prior to the initiation of bi-directional service, for shipments on L718 after the initiation of bi-directional service.

8. Prior to the initiation of bi-directional service, Buckeye will add at least one full-time employee to assist with bi-directional scheduling. Buckeye will retain full staffing to assist with bi-directional scheduling, so long as bi-directional service is provided.

9. Buckeye shall modify Item 90-A in FERC Tariff No. 456.0.0 to provide that Regular Shippers will have access to up to at least 5% of the 2019 Expansion Capacity, and that

New Shippers will have access to up to at least 5% of the 2019 Expansion Capacity, after 2019 Expansion Capacity has been allocated to Committed Shippers. This modification preserves the definitions of “Regular Shipper” and “New Shipper” in Sections 90-A(A)(vii) and (x) of FERC Tariff No. 456.0.0. Such tariff changes will be included with the FERC Settlement filing, in substantially the form off the pro forma tariff attached to this document as **Appendix C**.

C. IMPLEMENTATION OF BI-DIRECTIONAL OPERATIONS AND MORATORIA

10. Buckeye may commence as of October 1, 2019, the provision of west to east interstate transportation service between Coraopolis and Eldorado, Pennsylvania on the Laurel Pipeline and Laurel shall continue east to west intrastate transportation service between Coraopolis and Eldorado, Pennsylvania on the Laurel Pipeline (jointly referred to as “bi-directional service”), even if the FERC and/or PaPUC have not yet approved the Settlement. However, if, at any time, either the FERC or the PaPUC rejects the Settlement, Buckeye shall not begin or shall promptly cease the provision of all bi-directional service and file such documents at the PaPUC and the FERC necessary or required to evidence the cessation of such service.

11. For a moratorium period beginning on October 1, 2019 and ending December 31, 2024, neither Buckeye or any of its affiliates will provide: (a) any extension of bi-directional service to any points east of Eldorado on the Laurel Pipeline and (b) any increase in the capacity for west-to-east service on the Laurel Pipeline between Coraopolis and Eldorado (together, the “Bi-Directional Moratorium”). To the extent that Buckeye or Laurel provide the extension of bi-directional service to any points east of Eldorado along the Laurel Pipeline or increase the capacity for west-to-east service on the Laurel Pipeline between Coraopolis and Eldorado during the period after the Bi-Directional Moratorium has ended but prior to the expiration of the Full Reversal Moratorium (defined below) (the “Interim Period”), then Buckeye and Laurel will file

such tariff supplements to be effective on at least thirty (30) days' notice. For example, the tariff supplements for such service effective January 1, 2025, would be filed on or before December 1, 2024. As a part of any such filings during the Interim Period, Buckeye and Laurel may propose a revised volume for the East to West Capacity Guarantee provided for Paragraphs 1 and 2 of this Settlement Agreement (i.e. a volume lower than 120,000 barrels per day), provided that (i) any proposed revision must be proportionate to the reduced east-to-west throughput during the Bi-Directional Moratorium, if any; (ii) any reduced east-to-west throughput did not result from, and is not a consequence of, any pipeline operational actions taken by Buckeye or its affiliates with respect to east-to-west throughput on Laurel; and (iii) any reduced east-to-west throughput is not the result of a temporary market condition; subject to the Complainants' right to challenge such revision. In addition, a moratorium period beginning on October 1, 2019 and ending on December 31, 2026 will apply to implementation of a full reversal and any filing or open season by Buckeye or any of its affiliates related to offering or implementing a full reversal of product flows on the Laurel Pipeline for any points east of Pittsburgh ("Full Reversal Moratorium"). At the end of the Full Reversal Moratorium, the East to West Capacity Guarantee set forth in Paragraph 1 and 2 of this Settlement Agreement will no longer apply, as specified in the PaPUC and FERC tariffs addressing the East to West Capacity Guarantee. Complainants further agree that it would not be a violation of this Settlement for Buckeye to offer extended bi-directional service after the end of the Bi-Directional Moratorium only as to products then currently in use at all destinations on the Laurel system.

12. For the period between July 1, 2022 and December 31, 2024, if, (i) the PESRM, or its successor company / entity, is no longer a refining entity with refining operations at Point Breeze or Girard Point in Philadelphia, Pennsylvania processing crude oil using atmospheric and

vacuum distillation processes averaging 100,000 barrels per day, for a 6-month period ending on or after July 1, 2022 (provided, however, for the purposes of determining whether the 100,000 barrels per day average has been achieved for a 6-month period, the calculation will be adjusted to account for any scheduled turnarounds of the PESRM refinery for a period not to exceed sixty (60) days and bona fide force majeure conditions not related to the operational actions of the PESRM refinery that result in a limitation or cessation of production for a period not to exceed ninety (90) days), and (ii) the total east to west throughput on the Laurel Pipeline experiences a sustained and substantial decline not a consequence of pipeline operational actions taken by Buckeye or its affiliates as to East to West throughput on the Laurel Pipeline, then the Bi-Directional Moratorium will no longer apply and Buckeye shall file a tariff in accordance with the terms and procedures section in Paragraph 12(a) below to effect such termination of the Bi-Directional Moratorium. Consistent with (i) in the preceding sentence, PESRM or its successor will certify in writing to Buckeye and the Complainants each calendar quarter whether PESRM is a refining entity with refining operations at Point Breeze or Girard Point in Philadelphia, Pennsylvania processing crude oil using atmospheric and vacuum distillation processes averaging 100,000 barrels per day. For purposes of this section, "sustained and substantial" shall mean the average total annual volumes shipped on the Laurel Pipeline to the destination points west of Eldorado over a rolling period consisting of the most recent twenty-four consecutive months, are equal to or less than an average throughput level of 40,000 bpd. For the avoidance of doubt, commencing January 1, 2025, the Bi-Directional Moratorium will no longer apply, regardless of whether (i) and (ii) set forth above, have been satisfied. Laurel shall file the aggregate throughput data with the PaPUC and serve the data upon the Complainants on a no less than quarterly basis. To the extent that Buckeye and Laurel seek to terminate the Bi-

Directional Moratorium based upon a decline in throughput, it shall not claim that any of the aggregate data regarding throughput is subject to any privilege or other claim of confidentiality that would prevent Complainants from reviewing such data or presenting it in any relevant proceeding.

- (a) At least sixty (60) days in advance of filing any tariff change, application or petition, or taking otherwise prohibited action, Buckeye and/or Laurel must provide Complainants with written notice of its intent to invoke this Paragraph 12(a), which notice will describe Buckeye's and/or Laurel's basis for invoking the clause and include such facts as are necessary to substantiate its claim. Complainants retain the right to challenge Buckeye's and/or Laurel's invocation of this Paragraph 12(a), as well as any subsequent action by Buckeye and/or Laurel, including by filing a Complaint with the PaPUC and/or the FERC, and/or formally opposing any action taken or proposed by Buckeye and/or Laurel. If it is determined that this Paragraph 12(a) was properly invoked, Complainants nevertheless retain the right at all times to challenge the proposed action(s) by Buckeye and/or Laurel based on applicable law.
- (b) In the event that the Bi-Directional Moratorium is terminated early under this Paragraph 12(a), Buckeye and/or Laurel may propose, in a new PaPUC tariff and revised Capacity Use Agreement, a revised volume for the East to West Capacity Guarantee provided for in Paragraphs 12(a) of this Settlement (i.e. a volume lower than 120,000 barrels per day), subject to the Complainants' right to challenge such revision and provided that (i) any proposed revision must be proportionate to reduced east-to-west throughput during the Bi-Directional Moratorium, if any; (ii)

any reduced east-to-west throughput did not result from, and is not the consequence of, any pipeline operational action(s) taken by Buckeye or its affiliates with respect to east-to-west throughput on Laurel; and (iii) any reduced east-to-west throughput is not the result of a temporary market condition.

- (c) The restrictions and requirements established by subsections (a) through (b) of this Paragraph 12, above, will not apply to any proposal for extended or enlarged bi-directional service after the end of the Bi-Directional Moratorium on December 31, 2024.
- (d) The proper invocation of this Paragraph 12(a) by Buckeye does not permit Buckeye to take any action, or apply to take any action, that is otherwise prohibited under the Full Reversal Moratorium.
- (e) The Parties agree that upon the termination of either moratorium period, whether by expiration or, with respect to the Bi-Directional Moratorium, the proper invocation of this Paragraph 12(a) by Buckeye, the Complainants do not consent to Buckeye taking any action that was subject to either moratorium and retain all rights to challenge any such action based upon applicable law. Nothing herein shall be construed to suggest or imply that Complainants consent to any action proposed to be taken by Buckeye.

13. Except to enforce the terms of this Settlement, during the moratoria Laurel, Buckeye, and the Complainants will not attempt to alter, modify, revise or otherwise contest the terms and conditions of the Settlement, or the terms and conditions of any filings before the PaPUC or the FERC that are identified herein as necessary to implement the Settlement, in any proceeding before the PaPUC, the FERC or other judicial body.

14. Laurel, Buckeye, and the Complainants agree that upon the termination of either moratorium period, the Complainants do not consent to Laurel or Buckeye taking any action that was subject to either moratorium and retain all rights to challenge any such action based upon applicable law.

15. The Parties agree that the term of the Settlement Agreement will expire upon the termination of both moratoria except the provisions of Paragraphs 1-8 and Paragraphs 27 and 28.

D. OTHER TERMS AND CONDITIONS

16. The Complainants, Laurel and Buckeye have agreed to privately and confidentially resolve among themselves via a binding agreement the issue of costs for the extended litigation before the PaPUC and the FERC relating to the Laurel Pipeline and the costs of implementing the Settlement, as set forth in **Appendix D** to this Settlement Agreement.

17. The Settlement Agreement will not be binding upon PESRM until an order of the bankruptcy court is entered in the Bankruptcy Proceeding authorizing PESRM's entry into and participation in this Settlement Agreement. PESRM will promptly attempt to secure authorization of PESRM's entry into and participation in this Settlement Agreement in bankruptcy at Case No. 19-11626 that is pending in the U.S. Bankruptcy Court for the District of Delaware ("Bankruptcy Proceeding"). PESRM will promptly advise the Settlement Parties, the PaPUC and the FERC in writing regarding the outcome of the August 21, 2019, hearing in the Bankruptcy Proceeding.

18. The Parties will seek expedited review and approval of the Settlement Agreement by the PaPUC and the FERC and request approval of the Settlement Agreement without modification. The Parties also respectfully request that the PaPUC approve the Settlement, pro forma Laurel PaPUC Tariff attached hereto as **Appendix A** and Capacity Use Agreement attached hereto as **Appendix B** no later than the August 29, 2019 Public Meeting. The

Settlement Agreement filing at the FERC will also state that the Parties waive the period for reply comments on the Settlement Agreement at the FERC, except in response to any adverse comments filed by any third party.

19. Promptly following the date upon which the approvals of the Settlement Agreement by the PaPUC and the FERC become final and are no longer subject to rehearing, reconsideration or judicial review, the Complainants will: (1) withdraw their PaPUC Amended Complaint; and (2) withdraw their protests of the PDO at the FERC.

20. Promptly following the date upon which the approvals of the Settlement Agreement by the PaPUC and the FERC become final and are no longer subject to rehearing, reconsideration or judicial review, Buckeye and Laurel will withdraw the currently pending PDO.

21. Promptly following the date upon which the approvals of the Settlement Agreement by the PaPUC and the FERC become final and are no longer subject to rehearing, reconsideration or judicial review, Laurel will withdraw its pending appeal to the Commonwealth Court of Pennsylvania and the Complainants will withdraw their pending cross-appeal to the Commonwealth Court of Pennsylvania, which is currently scheduled for oral argument the week of September 9, 2019. In the event the Commonwealth Court does not permit withdrawal and/or issues a decision on Laurel's appeal, the Parties agree that the Settlement Agreement, if approved by the FERC and the PaPUC, shall govern operation of the Laurel Pipeline prospectively. For purposes of clarity and avoidance of doubt, this means, without limitation, that if the Commonwealth Court remands, modifies, vacates, reverses, or otherwise alters the PaPUC's July 12, 2018 Order, Buckeye and Laurel agree to be bound by the moratoria set forth in Paragraphs 11 and 12 and will not pursue the relief sought in the PaPUC

Application at Docket No. A-2016-2575829. Laurel and Buckeye further agree that they will not use any decision from the Commonwealth Court favorable to them to argue in any forum that the Settlement Agreement should not be approved by any agency (if it has not been approved prior to the issuance of a decision on Laurel's appeal) or that the Settlement Agreement is not enforceable.

22. The filing of the Settlement Agreement with the FERC will include pro forma FERC Tariffs containing the necessary provisions to implement the terms of the Settlement, which are attached hereto as **Appendix C**. The FERC Tariffs will have a proposed effective date of October 1, 2019. The filing of the Settlement Agreement with the PaPUC will include a pro forma PaPUC Tariff supplement containing the necessary provisions to implement the terms of the Settlement Agreement and is attached hereto as **Appendix A**.

23. If the PaPUC or the FERC or both (i) reject the Settlement Agreement or (ii) conditionally approve as to a material term provided for by the Settlement Agreement, then the Parties will meet and engage in good faith negotiations to reform the Settlement Agreement to address any deficiencies identified as forming the basis for such rejection or conditional approval as to a material term, if such revisions can be made without infringing upon the substantive rights and obligations of the Parties existing under the Settlement Agreement. Whether a term provided for by the Settlement Agreement is "material" shall be determined by the Parties. Such good faith negotiations shall not exceed 30 days, unless that time period is extended by mutual agreement of all Parties. Buckeye shall not accept any new nominations for west-to-east interstate service on L718 following the date on which the Settlement Agreement was rejected or conditionally approved as to a material term, unless and until any modifications to the Settlement Agreement are approved by the PaPUC and the FERC. If no agreement to modify the Settlement

Agreement can be reached after exhausting the good faith efforts called for by the preceding sentence, or if the PaPUC or the FERC reject any such modifications to the Settlement Agreement, then: (a) all provisions of the Settlement Agreement will be null and void, except for any agreements entered into in accordance with Paragraphs 16, 27 and 28; (b) Buckeye shall immediately cease providing bi-directional service (after completing deliveries of any nominations received prior to the issuance of the PaPUC or the FERC order rejecting or conditionally approving as to a material term of the Settlement Agreement); and (c) the Parties may resume their litigation positions in all proceedings. To the extent that the procedures set forth in this Paragraph 23 are inconsistent with any procedures set forth in Paragraph 12 regarding the actions the parties must take in the event the PaPUC or the FERC or both (i) reject the Settlement Agreement or (ii) conditionally approve as to a material term provided for by the Settlement Agreement, the procedures set forth in this Paragraph 23 shall govern.

24. In the future, Buckeye and Laurel will serve the Complainants with copies of all FERC and PaPUC filings or submissions impacting rates or services on the Laurel Pipeline including, but not limited to, segments L718, L720, or L722.

25. This Settlement Agreement is presented as a package, with inextricably interrelated terms.

26. The Complainants agree that in the event the Settlement Agreement is rejected by the PaPUC or FERC, that they will not seek refunds, damages or reparations for the bi-directional service provided between the date of the commencement of bi-directional service and the date on which the PaPUC or FERC rejects the Settlement Agreement.

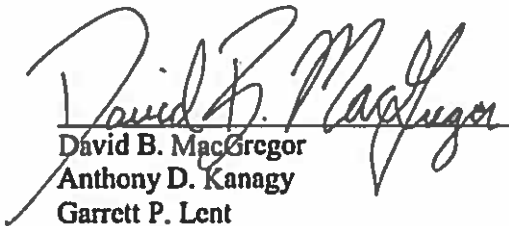
27. Notwithstanding Paragraphs 23 and 25, the Complainants agree they will not protest, oppose or otherwise contest the pending PaPUC application seeking approval of the filed

acquisition of Buckeye Partners, L.P. (the ultimate parent of Buckeye and Laurel) by Hercules Intermediate Holdings LLC at PaPUC Docket No. A-2019-3011685 (the “Buckeye Acquisition”). However, the Complainants reserve their rights to file a non-adverse intervention in the Buckeye Acquisition to monitor the proceeding or protect their rights under the Settlement Agreement. If no pleading is filed in the Buckeye Acquisition proceeding that is adverse to the Complainants’ interests, the Complainants will either not seek to intervene in the proceeding or will withdraw any previously filed intervention. With respect to any intervention that is filed pursuant to this provision, the Complainants agree that such intervention that is filed will clearly state that they do not object to the expedited approval of the announced acquisition.

28. In the Buckeye Acquisition, neither Laurel nor Buckeye will propose alterations to its service or rates or otherwise propose or agree to any changes to its service or rates that would alter the terms and conditions of the Settlement Agreement.

28. Buckeye, Laurel and the Complainants agree that the Settlement Agreement will be binding upon them regardless of any change in ownership of any of the parties.

LAUREL PIPE LINE COMPANY, L.P.



David B. MacGregor

Anthony D. Kanagy

Garrett P. Lent

Post & Schell, P.C.

17 North Second Street, 12th Floor

Harrisburg, PA 17101-1601

dmacgregor@postschell.com

akanagy@postschell.com

glent@postschell.com

and

Christopher J. Barr

Jessica R. Rogers

Post & Schell, P.C.

607 14th Street NW, Suite 600

Washington, DC 20005-2006

cbarr@postschell.com

jrogers@postschell.com

Counsel for Laurel Pipe Line Company, L.P.

**PHILADELPHIA ENERGY SOLUTIONS
REFINING AND MARKETING LLC**

Alan M. Seltzer, Esquire

John F. Povilaitis, Esquire

Buchanan Ingersoll & Rooney PC

409 North Second Street, Suite 500

Harrisburg, PA 17101-1357

Phone: 717.237.4800

Fax: 717.233.0852

E-mail: alan.seltzer@bipc.com

E-mail: john.povilaitis@bipc.com

Counsel for Philadelphia Energy Solutions

Refining and Marketing LLC

LAUREL PIPE LINE COMPANY, L.P.

David B. MacGregor
Anthony D. Kanagy
Garrett P. Lent
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601
dmacgregor@postschell.com
akanagy@postschell.com
glent@postschell.com

and

Christopher J. Barr
Jessica R. Rogers
Post & Schell, P.C.
607 14th Street NW, Suite 600
Washington, DC 20005-2006
cbarr@postschell.com
jrogers@postschell.com
Counsel for Laurel Pipe Line Company, L.P.

PHILADELPHIA ENERGY SOLUTIONS
REFINING AND MARKETING LLC



Alan M. Seltzer, Esquire
John F. Povilaitis, Esquire
Buchanan Ingersoll & Rooney PC
409 North Second Street, Suite 500
Harrisburg, PA 17101-1357
Phone: 717.237.4800
Fax: 717.233.0852
E-mail: alan.seltzer@bipc.com
E-mail: john.povilaitis@bipc.com
*Counsel for Philadelphia Energy Solutions
Refining and Marketing LLC*

BUCKEYE PIPE LINE COMPANY, L.P.



Todd J. Russo
Senior Vice President, General Counsel and
Secretary
Buckeye Partners, L.P.
Five Tek Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
Phone: (610) 904-4505
Fax: (610) 904-4006
trusso@buckeye.com

LUCKNOW-HIGHSPIRE TERMINALS
LLC; SHEETZ, INC.; AND GUTTMAN
ENERGY, INC.

Robert A. Weishaar, Jr.
McNEES WALLACE & NURICK LLC
1200 G Street, NW, Suite 800
Washington, DC 20005
Phone: (202) 898-0688
Fax: (717) 260-1765
E-mail: bweishaar@mcneeslaw.com

and

Adeolu A. Bakare
McNEES WALLACE & NURICK LLC
100 Pine Street
P. O. Box 1166
Harrisburg, PA 17108-1166
Phone: (717) 232-8000
Fax: (717) 237-5300
E-mail: abakare@mcneeslaw.com
*Counsel to Lucknow-Highspire Terminals
LLC; Sheetz, Inc.; and Guttman Energy, Inc.*


GIANT EAGLE, INC.

Jonathan D. Marcus
Daniel J. Stuart
MARCUS & SHAPIRA LLP
One Oxford Centre, 35th Floor
301 Grant Street
Pittsburgh, PA 15219
Phone: (412) 471-3490
Fax: (412) 391-8758
E-mail: jmarcus@marcus-shapira.com
E-mail: stuart@marcus-shapira.com
Counsel to Giant Eagle, Inc.

BUCKEYE PIPE LINE COMPANY, L.P.

Todd J. Russo
Senior Vice President, General Counsel and
Secretary
Buckeye Partners, L.P.
Five Tek Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
Phone: (610) 904-4505
Fax: (610) 904-4006
trusso@buckeye.com

LUCKNOW-HIGHSPIRE TERMINALS
LLC; SHEETZ, INC.; AND GUTTMAN
ENERGY, INC.



Robert A. Weishaar, Jr.
McNEES WALLACE & NURICK LLC
1200 G Street, NW, Suite 800
Washington, DC 20005
Phone: (202) 898-0688
Fax: (717) 260-1765
E-mail: bweishaar@mcneeslaw.com

and

Adeolu A. Bakare
McNEES WALLACE & NURICK LLC
100 Pine Street
P. O. Box 1166
Harrisburg, PA 17108-1166
Phone: (717) 232-8000
Fax: (717) 237-5300
E-mail: abakare@mcneeslaw.com
*Counsel to Lucknow-Highspire Terminals
LLC; Sheetz, Inc.; and Guttman Energy, Inc.*

GIANT EAGLE, INC.

Jonathan D. Marcus
Daniel J. Stuart
MARCUS & SHAPIRA LLP
One Oxford Centre, 35th Floor
301 Grant Street
Pittsburgh, PA 15219
Phone: (412) 471-3490
Fax: (412) 391-8758
E-mail: jmarcus@marcus-shapira.com
E-mail: stuart@marcus-shapira.com
Counsel to Giant Eagle, Inc.

BUCKEYE PIPE LINE COMPANY, L.P.

Todd J. Russo
Senior Vice President, General Counsel and
Secretary
Buckeye Partners, L.P.
Five Tek Park
9999 Hamilton Boulevard
Breinigsville, PA 18031
Phone: (610) 904-4505
Fax: (610) 904-4006
trusso@buckeye.com

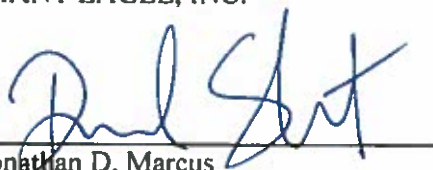
LUCKNOW-HIGHSPIRE TERMINALS
LLC; SHEETZ, INC.; AND GUTTMAN
ENERGY, INC.

Robert A. Weishaar, Jr.
McNEES WALLACE & NURICK LLC
1200 G Street, NW, Suite 800
Washington, DC 20005
Phone: (202) 898-0688
Fax: (717) 260-1765
E-mail: bweishaar@mcneeslaw.com

and

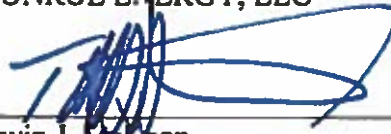
Adeolu A. Bakare
McNEES WALLACE & NURICK LLC
100 Pine Street
P. O. Box 1166
Harrisburg, PA 17108-1166
Phone: (717) 232-8000
Fax: (717) 237-5300
E-mail: abakare@mcneeslaw.com
*Counsel to Lucknow-Highspire Terminals
LLC; Sheetz, Inc.; and Guttman Energy, Inc.*

GIANT EAGLE, INC.



Jonathan D. Marcus
Daniel J. Stuart
MARCUS & SHAPIRA LLP
One Oxford Centre, 35th Floor
301 Grant Street
Pittsburgh, PA 15219
Phone: (412) 471-3490
Fax: (412) 391-8758
E-mail: jmarcus@marcus-shapira.com
E-mail: stuart@marcus-shapira.com
Counsel to Giant Eagle, Inc.

MONROE ENERGY, LLC



Kevin J. McKeon

Todd S. Stewart

Whitney E. Snyder

Hawke McKeon & Sniscak LLP

100 North Tenth Street

Harrisburg, PA 17101

Phone: (717) 236-1300

Fax: (717) 236-4841

E-mail: kjmckeon@hmslegal.com

E-mail: tsstewart@hmslegal.com

E-mail: wesnyder@hmslegal.com

and

Richard E. Powers, Jr.

Joseph R. Hicks

Venable LLP

600 Massachusetts Avenue, N.W.

Washington, DC 20001

Phone: (202) 344-4360

Fax: (202) 344-8300

E-mail: repowers@venable.com

E-mail: jrhicks@venable.com

Counsel to Monroe Energy, LLC

Dated: July 31, 2019