

VALERO PARTNERS WYNNEWOOD, LLC

LOCAL PIPELINE TARIFF

Containing the Rates, Rules and Regulations Governing the
Interstate Transportation of

PETROLEUM PRODUCTS

All rates in this issue are [I] increased

From	To	Rate in Dollars Per Barrel of 42 U.S. Gallons
Ardmore, Oklahoma (Carter County)	Wynnewood, Oklahoma (Murray County)	[I] \$0.2994

Issued under authority of 18 C.F.R § 342.3 (Indexing)

Subject to rules and regulations shown in items 1 to 14, herein.

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

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SYMBOLS:

- [I] Increase
- [C] Cancel
- [N] New
- [U] Unchanged

RULES AND REGULATIONS

ITEM NO. 1 DEFINITIONS

- A. "Barrel" as used herein refers to forty-two (42) U.S. gallons.
- B. "Petroleum Products" as used herein refers to gasoline, petroleum fuel oil distillate, military and commercial jet fuel, kerosene, and special petroleum products.
- C. "Carrier" as used herein refers to Valero Partners Wynnewood, LLC.

ITEM NO. 2 SPECIFICATIONS REQUIRED

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

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

ITEM NO. 3 MINIMUM SHIPMENT

Shipments of Petroleum Products will be accepted for transportation in quantities of not less than 5,000 barrels.

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

ITEM NO. 4 PIPEAGE CONTRACTS REQUIRED

Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed shipper before any duty of transportation shall arise.

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

ITEM NO. 5 GAUGING, TESTING, AND DEDUCTIONS

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

F.E.R.C. 1.7.1
(Amends 1.7.0 and cancels 1.6.0)

A deduction of up to 0.2% may be made to allow for inherent losses, including, but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses not due to negligence of Carrier. The net balance after all deductions will be the quantity the Carrier is obligated to deliver at destination.

ITEM NO. 6 TEMPERATURE CORRECTIONS

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

ITEM NO. 7 IDENTITY OF SHIPMENT

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

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

ITEM NO. 8 ORIGIN AND DESTINATION FACILITIES

Carrier will provide no storage facilities at the origin and destination stations. Petroleum Products will be accepted for transportation only when shipper has provided equipment and facilities satisfactory to Carrier for delivery of such shipments to Carrier's origin station at a pumping rate equal to Carrier's current rate of pumping and for receiving same without delay upon arrival at destination.

ITEM NO. 9 TRANSPORTATION CHARGES

Transportation charges accruing on any shipment of Petroleum Products will be based on rates named herein on the quantity actually delivered at destination after making the product loss adjustment as set forth in Item 5 and temperature adjustment as set forth in Item 6. Carrier may require that transportation charges be prepaid at point of origin or paid at destination prior to release of products from Carrier's custody. Petroleum Products accepted for transportation shall be subject to a lien for all lawful charges. In-transit storage in shipper's facilities will be permitted. Shipper will be charged monthly for all products received at intermediate points and thereafter for the difference, if any, in rates attributable to those volumes delivered to further destinations. Payments not received by Carrier in accordance with invoice terms shall be subject to a late charge at an annual interest rate of 12 percent.

F.E.R.C. 1.7.1
(Amends 1.7.0 and cancels 1.6.0)

ITEM NO. 10 PRORATION OF PIPELINE CAPACITY

In the event Shippers offer to ship more Petroleum Product via a particular pipeline or segment of line during any period of time than can be pumped through such line or segment of line during such period, then the space in the Carrier's facilities shall be equitably allocated among all Shippers based on a prorating ratio. In determining the ratio, nominations by any single Shipper in excess of the capacity of the pipeline shall be reduced to the pipeline capacity. Nominations by affiliated Shippers shall be aggregated and treated as a single nomination. The prorating ratio shall be the percentage of each Shipper's nomination as compared to total nominations. Each Shipper's allocation shall be determined by multiplying pipeline capacity by the applicable prorating ratio.

ITEM NO. 11 LIABILITY OF CARRIER

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

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

ITEM NO. 12 CLAIMS, TIME FOR FILING

Except where property is lost or damaged in transit by carelessness or negligence of Carrier, claims for loss or damage must be made in writing to Carrier within nine (9) months after delivery of the property or, in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss or damage shall be instituted within only two (2) years and one (1) day after delivery of the property or, in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with Carrier, suit must be brought within two (2) years and one (1) day after 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 or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Carrier will not be liable.

F.E.R.C. 1.7.1
(Amends 1.7.0 and cancels 1.6.0)

ITEM NO. 13 APPLICATION OF RATES TO INTERMEDIATE POINTS

Petroleum Products received from a point on Carrier's lines which is not named in this tariff, but which is located intermediate to published origin and destination points, will be assessed the rate in effect from the next more distant origin point published in this tariff. Petroleum Products destined to a point on Carrier's lines which is not named in this tariff, but which is located intermediate to published origin and destination points, will be assessed the rate in effect to the next more distant destination point published in this tariff.

If an intermediate point is to be used on a continuous basis for more than 30 days, Carrier will file a tariff publication applicable to such service within 30 days after it starts.

ITEM NO. 14 USE OF COMMUNICATION FACILITIES

Where Carrier maintains private communication facilities, transmission of messages incident to a shipment may be made by Carrier for the shipper without additional charge. Carrier, however, assumes no liability for nondelivery of messages, for error or delay in transmission, or for interruption of service.

Explanation of Abbreviations

F.E.R.C. means Federal Energy Regulatory Commission