

PARKWAY PIPELINE LLC

IN CONNECTION WITH

PRODUCTS (SE) PIPE LINE CORPORATION

JOINT AND VOLUME INCENTIVE TARIFF

FROM

Norco, Louisiana (St. Charles Parish)

TO

PIPELINE TERMINALS

AT POINTS IN:

ALABAMA, GEORGIA, MISSISSIPPI, NORTH CAROLINA,
SOUTH CAROLINA, TENNESSEE AND VIRGINIA

The rates named in this tariff for the transportation of PETROLEUM PRODUCTS by pipeline are governed, except as otherwise provided herein, by the rules and regulations published in Parkway Pipeline LLC's FERC No. 1.4.1, supplements thereto and reissues thereof. All other items in Products (SE) Pipe Line Corporation's rules and regulations tariff will not apply except as noted herein.

Petroleum Products transported under this tariff are entitled to such privileges and subject to such charges as published by Carrier and lawfully in effect on date of shipment and on file with the FERC.

The rates named herein are expressed in cents per Barrel (cpb) of forty-two United States gallons and are subject to change as provided by law, also to rules and regulations named herein.

Issued under authority of 18 CFR § 342.3, Indexing.

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

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**SPECIFIC RULES AND REGULATIONS
APPLICABLE ON TRANSPORTATION OF JOINT TARIFF MOVEMENTS**

The following shall apply in place of like numbered rules in FERC No. 1.4.1, supplements thereto and reissues thereof.

ITEM 10 DEFINITIONS

10.7 Carrier – Refers to Parkway Pipeline LLC (“Parkway”) and Products (SE) Pipe Line Corporation (“PPL”), individually or collectively, as applicable.

The following shall apply in addition to the rules in FERC No. 1.4.1, supplements thereto and reissues thereof.

ITEM 110 DETERMINATION OF VOLUMES

All shipments tendered to Carrier for transportation may be tested, gauged or metered by a representative of Carrier prior to, or at the time of Receipt from the Shipper and Delivery to Consignee, but the Shipper or Consignee shall at all times have the privilege of being present or represented during the testing, gauging or metering.

(a) Quantities for receiving and delivering will be Net Standard Volume. Quantities may be computed from tank tables compiled by the Carrier.

(b) In addition to deductions for losses as provided for in the Liability of Parties section of this tariff, a further deduction will be made to cover evaporation and other losses during transportation, and the balance will be the net quantities deliverable, as follows:

- i. for Parkway Joint Tariff delivery locations to Athens, GA, Belton, SC, Charlotte, NC, Greensboro, NC, Spartanburg, SC, Atlanta (Doraville), GA, Birmingham, AL, Chattanooga, TN, Knoxville, TN, Oxford, AL, Atlanta (Chattahoochee), GA, Bremen, GA, Macon, GA, Richmond, VA, and Meridian, MS (individually and collectively, the “Markets A”), the oil loss allowance to shippers in a given month for pipeline movements of petroleum products under Parkway Joint Tariffs shall be the lower of (1) the Colonial Pipeline Company’s oil loss allowance, as provided for in its then current rules and regulations tariff, or (2) PPL’s oil loss allowance, as provided for in its then current rules and regulations tariff.
- ii. for other Parkway Joint Tariff delivery locations not listed in Markets A, the oil loss allowance assessed to shippers in a given month for pipeline movements of petroleum products under the Parkway Joint Tariff shall be equal to the value of $\frac{1}{4}$ of 1% of the received volume is billed to the customer’s account monthly. The value shall be based on Platt’s Oilgram average monthly low posting of “Estimated U.S. Gulf Coast Spot” for pipeline movements of petroleum products.

The net balance after all deductions will be the quantity the Carrier is obligated to deliver to the Consignee.

ITEM 40 MINIMUM BATCH SIZE, DELIVERY REQUIREMENTS, AND PRODUCT CYCLES

40.2 MINIMUM DELIVERY AT DESTINATIONS

The quantity delivered at the final Destination of a Batch of gasoline moving through Carrier's trunk lines between Norco, LA and Greensboro, NC, must contain a minimum of 10,000 Barrels. This restriction also applies to movements of gasoline into Carrier's Greensboro tankage for destinations beyond. All other deliveries must be made in quantities of not less than 5,000 Barrels. Carrier has the option to deliver smaller quantities to any Destination when, in the opinion of the Carrier, the delivery of smaller quantities is practicable.

ITEM 50 PRORATION OF PIPELINE CAPACITY

50.2 When a quantity of Petroleum Products is nominated by Shippers to Carrier which exceeds the limit of Capacity in a Pipeline Segment of the Parkway Pipeline LLC system, the Capacity to be allocated to each Shipper for the month of transportation with respect to such Pipeline Segment shall be determined by Parkway Pipeline LLC pursuant to Parkway's Proration Policy, located in Parkway Pipeline LLC's FERC No. 1.4.1, supplements thereto and reissues thereof. When a quantity of Petroleum Products is nominated by Shippers to Carrier which exceeds the limit of Capacity in a Pipeline Segment of the PPL system, the Capacity to be allocated to each Shipper for the month of transportation with respect to such Pipeline Segment shall be determined by PPL pursuant to PPL's Proration Policy, located in PPL's Customer Information Manual.

50.3 Reserved.

50.4 A current copy of PPL's Customer Information Manual is located on its website using the following procedure:

- Access Website www.kindermorgan.com
- Under Operations, click on Tariffs.
- Click on Products (SE) Pipe Line Corporation (PPL).
- Click on Section 6 (Policies and Procedures) under Customer Manual

ITEM 80 TRANSMIX HANDLING

80.2 Transmix generated in each line of Carrier's System with the exception of Norco, LA to Greensboro, NC main line System will be delivered to Shippers at the terminus of each line.

80.3 Transmix generated in the System between Norco, LA and Greensboro, NC will be disposed of by Carrier.

ITEM 115 SHIPPER IN-TRANSIT STORAGE

115.1 SHIPMENT DELAYS EN ROUTE

Shipments originating on the System at Origin locations shown in any Table of Local Rates in Carrier's tariffs, where in-transit tankage is provided by Shipper and facilities for injecting product from Shipper in-transit tankage into Carrier's main or lateral lines are provided by Carrier, shipments may be delayed in-transit for later movement to Destinations downstream. Volumes accepted for further movement shall be subject to requirements of operating schedules and physical limitations of injection facilities available. Such movements through in-transit tankage

are subject to charges as described hereunder in Item 500 of this Joint Tariff.

ITEM 280 DEMURRAGE CHARGES FOR IN-TRANSIT TANKAGE

- 280.1 Carrier will transport and deliver to Destinations with reasonable diligence the quantity of Petroleum Products accepted under Item 70 of Carriers Rules and Regulations, and it will furnish reasonable facilities as are required for such transportation, or will facilitate the efficient operation of Carrier's line.
- 280.2 When Petroleum Products occupy Carrier's in-transit tankage for periods in excess of 5 days, counting from the time such Petroleum Products are received into such tankage, Shipper shall be subject thereafter to a demurrage charge of **[U]** \$0.25 per Barrel per day, or portion thereof, for each Barrel of rated working capacity of tank(s) utilized until such Petroleum Products are removed. If the failure to remove such Petroleum Products is due to the inability of Carrier to transport the same, no demurrage shall accrue so long as such inability of Carrier continues.

ITEM 300 – TABLE OF JOINT RATES

(in cents per Barrel of 42 US Gallons)

All rates on this page are [I] increased.

To	FROM
	Norco, Louisiana (St. Charles Parish)
Athens, GA (Clarke County)	[I] 270.72
Atlanta (Doraville), GA (DeKalb County)	[I] 276.42
Atlanta (Chattahoochee), GA (Fulton County)	[I] 276.42
Belton, SC (Anderson County)	[I] 275.72
Birmingham, AL (Jefferson County)	[I] 250.06
Bremen, GA (Haralson County)	[I] 275.42
Charlotte, NC (Mecklenburg County)	[I] 298.72
Chattanooga, TN (Hamilton County)	[I] 302.28
Cockpit Point, VA (Prince William County)	[I] 329.80
Columbus, GA (Muscogee County)	[I] 283.22
Fredericksburg, VA (Spotsylvania County)	[I] 329.80
Greensboro, NC (Guilford County)	[I] 306.54
Hartwell, GA (Hart County)	[I] 287.61
Knoxville, TN (Knox County)	[I] 310.69
Lockhart, MS (Lauderdale County)	[I] 231.73
Macon, GA (Bibb County)	[I] 287.19
Meridian, MS (Lauderdale County)	[I] 223.21
Montgomery, AL (Montgomery County)	[I] 281.77
Moundville, AL (Hale County)	[I] 244.28
Oxford, AL (Calhoun County)	[I] 264.20
Richmond, VA (Chesterfield County)	[I] 318.70
Roanoke, VA (Roanoke County)	[I] 326.47
Spartanburg, SC (Spartanburg County)	[I] 293.27
Newington, VA (Fairfax County)	[I] 329.80

Route: Norco, Louisiana (St Charles Parish) Parkway Pipeline LLC to Collins, Mississippi (Covington County) PPL Station
 PPL – Collins, Mississippi (Covington County) to
 points in Alabama, Georgia, Mississippi, North Carolina, South Carolina, Tennessee and
 Virginia

ITEM 400 – JOINT VOLUME INCENTIVE PROGRAM

400.1	<u>GENERAL TERMS</u> (1) <u>Applicable Movements</u> All Movements listed in Item 300 – Table of Joint Rates are eligible for the Joint Volume Incentive Program (JVIP) that meet the minimum volume requirements stated in Item 400.2 (1) below.	
400.2	<u>JOINT VOLUME INCENTIVE PROGRAM</u> (1) <u>Incentive</u>	
	[U] 109.50 cents per barrel reduction	This incentive level applies to any Shipper who commits to a 10-year minimum volume agreement of 75,000 Barrels per day on a monthly average on a take or pay basis. All rates set forth in Item 300 will be reduced by [U] 109.50 cpb for any Shipper that qualifies for the JVIP.
400.3	<u>JOINT VOLUME INCENTIVE REMITTANCE</u> (1) The monthly remittances shall be based on the applicable incentive level(s) achieved by Shipper as described in 400.2 (1), for Barrels shipped in the prior month.	
	(2) Note that remittances are issued by Parkway Pipeline Company LLC in the month subsequent to the month during which the Barrels are actually shipped.	

ITEM 500 - RATES AND CHARGES FOR MOVEMENTS THROUGH SHIPPER IN-TRANSIT STORAGE

500.1	Applicable rates and charges from Shipper in-transit storage location to final Destination shall be the sum of the following: (1) Injection Charge – [U] 7.0 cents per Barrel, for volumes destined beyond Collins MS. (2) Transportation Rate – The difference between the rates, Norco, LA to in-transit storage location and Norco, LA to final Destination, in effect at the time shipments reenter Carrier's System.
500.2	Volume deduction (Item 110.3 of Carrier's Rules and Regulations Tariff) will not apply to volumes reentering Carrier's System from in-transit tankage provided by Shipper.

EXPLANATION OF REFERENCE MARKS

[N]	New
[I]	Increase
[W]	Change in wording only
[C]	Cancel
[U]	Unchanged