

[N] CANCELLATION NOTICE
MID-AMERICA PIPELINE COMPANY, LLC

[C] LOCAL PROPORTIONAL PIPELINE TARIFF

~~Containing~~

~~**RATES, RULES AND REGULATIONS**~~

~~Applying On the Interstate Transportation of~~

~~**REFINED PETROLEUM PRODUCTS**~~

~~Transported by Pipeline~~

~~From and To Points Named Herein~~

~~[C] Issued under the authority of 18 CFR §342.3 – Indexing.~~

~~[N] Issued under the authority of 18 C.F.R. § 341.5 – Cancellation of tariff. This tariff is hereby cancelled effective October 9, 2020. The pipeline has been idled. No further rates or routing is available.~~

~~[C] The rates in this tariff are expressed in cents per barrel of 42 U.S. Gallons and are subject to change as provided by law, and are governed by the Rules and Regulations published herein, reissues hereof.~~

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

ISSUED: SEPTEMBER 8, 2020

EFFECTIVE: OCTOBER 9, 2020

ISSUED AND COMPILED BY:

Steve Miao
1100 Louisiana Street
Houston, TX 77002-5227
713-381-4778

[C]GENERAL APPLICATION OF TARIFF

Product, only as defined herein, will be transported and/or handled through Carrier's facilities only as provided in these rules and regulations.

RULES AND REGULATIONS

ITEM 5 DEFINITIONS

~~"Barrel" shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.~~

~~"Carrier" shall mean Mid-America Pipeline Company, LLC.~~

~~"Estream" shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier's pipelines and facilities.~~

~~"Day" shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.~~

~~"Interface" shall mean the mixture occurring in pipeline operations between adjoining batches having similar or dissimilar physical characteristics.~~

~~"Month" shall mean 7:00 A.M. of the first day of a calendar month to 7:00 A.M. on the first day of the following calendar month.~~

~~"Nomination" shall mean an offer by a Shipper to Carrier of a stated quantity of Product for transportation from a specified origin(s) to a specified destination(s) pursuant to the terms of this tariff.~~

~~"Product(s)" shall mean individually and collectively, Refined Petroleum Products meeting specifications issued by Carrier, or any Interface generated by the movement of such Products as appropriate.~~

~~"Refined Petroleum Products" shall mean unleaded gasolines and petroleum distillates meeting specifications issued by Carrier.~~

~~"Shipper" shall mean any party who gives notice to transport Product under the provisions outlined in this tariff.~~

~~"Week" shall mean the one hundred sixty-eight (168) hours between 7:00 a.m. Monday and 7:00 a.m. the following Monday.~~

ITEM 10 SCHEDULING OF RECEIPT

~~Shippers desiring to originate Product shall furnish a nomination via Estream no later than the 15th calendar Day of the preceding Month in which the Shipper desires transportation.~~

~~A nomination shall specify the origins and destinations of the Product offered to Carrier. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Product for transportation.~~

~~Product will be accepted for transportation, subject to items contained herein, at such time and in such quantity as scheduled by Carrier.~~

~~Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market. Enhanced facilities or services may be requested by a Shipper and may be provided for a Pipeage Contract in accordance with Item 85.~~

ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS

Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's then-current product specifications dated October 1, 2011, which are available upon request, or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's facilities. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test, the latter shall prevail.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications or which is not good merchantable Product as set forth above, Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shippers sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional ~~[U]104~~ cents per Barrel penalty charge.

ITEM 20 MINIMUM SHIPMENT

A shipment of 5,000 Barrels or more of the same quality and specifications shall be required on all Products. Carrier may elect to accept a shipment of less than 5,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 5,000 Barrels of the same specifications from the same or other Shippers.

Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline. Carrier will specify the quantity to be delivered to Carrier from a single origin. Shipper will be subject to linefill requirements of up to 10 days receipts.

ITEM 25 APPLICATION OF RATES

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is delivered to destination. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

In order for Carrier to determine the correct rate to be charged Shipper on barrels moving in interstate commerce, Carrier requires information sufficient to determine which of Shipper's volumes that moved between the origin and destination set forth in this tariff ultimately moved in interstate commerce. Shipper therefore shall upon request provide a sworn affidavit certifying which of Shipper's volumes moved in interstate commerce. Shipper shall use its best efforts to identify all interstate volumes at the time of nomination. To the extent Shipper's nomination or any information provided to Carrier by Shipper pursuant to this item is later found by Shipper to be inaccurate, Shipper shall provide corrected information to Carrier in a timely manner. Carrier shall be under no obligation to provide transportation to any Shipper that fails to provide information requested pursuant to this item or which provides false information.

ITEM 30 ORIGIN AND DESTINATION FACILITIES

Carrier shall accept product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

ITEM 40 MEASUREMENT

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery.

Observed volumes of Refined Petroleum Products at operating pressures and temperatures shall be corrected to net volume at 60°F and atmospheric pressure using Tables 5B and 6B, Chapter 11.1, API Standard 2540 and compressibility factors from API Standard 1101. These standards are subject to any future revisions or changes issued by the API.

ITEM 45 IDENTITY OF SHIPMENTS

Carrier may commingle Product received from the origins shown herein. Carrier reserves the right at any time to substitute and deliver Product of the same specifications as the Product tendered.

ITEM 55 DEMURRAGE

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, but not the obligation, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges and costs associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

Shipper shall indemnify and hold Carrier harmless from any loss sustained by Carrier by reason of Shipper's inability to take delivery of unremoved Product, including any Interface, out of the pipeline. In addition to the foregoing remedies:

- (1) in the event pipeline flow rates are reduced due to Shipper's inability to take delivery of Product, Shipper shall pay an hourly demurrage penalty equal to the product of a) the current tariff rate from the affected pipeline segment origin to the furthest destination on such segment and b) the pipeline hourly flow capacity and c) the number of hours that Shipper's Product remains in the pipeline; or
- (2) in the event pipeline flow rates are not reduced due to Shipper's inability to take delivery of Product, Shipper shall pay a daily demurrage charge on each undelivered Barrel equal to the product of a) the then current Conway daily over storage rate in effect as part of MAPL's non-jurisdictional storage program and b) the number of Days Shipper's Product remains in the pipeline.

ITEM 60 PAYMENT OF CARRIER CHARGES

The Shipper or consignee shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for shipment and, if required, shall pay the same before delivery at destination. Carrier will invoice Shipper for transportation charges on a weekly basis. Shipper shall pay all charges within ten (10) days of the date of invoice from Carrier. For any charges that remain unpaid for more than thirty (30) days from the date of Carrier's invoice, Shipper shall pay an interest charge equal to the lesser of (i) 18% per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law.

Carrier shall have a lien on all Product in its possession belonging to Shipper or consignee to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper or consignee, and may withhold such Product from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after final notice and demand therefor, Carrier shall have the right, through an Agent, to sell such Product at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Product to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM 65 ACCEPTANCE FREE FROM LIENS AND CHARGES

Carrier will refuse any shipment for transportation, which may be encumbered by a lien or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier will require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

ITEM 70 LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods, or by act of default of consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product involved in the loss, and each consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and consignees showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

ITEM 75 CLAIMS - TIME FOR FILING

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) Months after delivery of the Product, or in the case of a failure to make delivery, then within (9) Months after a reasonable time for delivery has elapsed. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day when 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 are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

ITEM 80 SCHEDULING OF DELIVERY

When Shippers request delivery from the pipeline to the requested destination of a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

ITEM 85 PIPEAGE CONTRACTS

Separate agreements in accord with this tariff, and these regulations covering further details, may be required by Carrier before any duty for transportation shall arise.

ITEM 90 APPLICATION OF RATES FROM INTERMEDIATE POINTS

For Product accepted for transportation from any point on Carrier's pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, Carrier will apply from such unnamed point the rate published herein from the next more distant point specified in the tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 95 APPLICATION OF RATES TO INTERMEDIATE POINTS

For Product accepted for transportation to any point on Carrier's pipeline named in this tariff, which is intermediate to a point to which rates are published herein, through such unnamed point, Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 100 ALLOCATION

When there is offered to Carrier, Product quantities greater than can be transported by Carrier, Carrier shall allocate transportation capacity based on each Shipper's historical volume. The historical volume is the Shipper's Product movement during the first twelve (12) calendar months following a date thirteen (13) calendar months prior to the first day of the calendar month during which capacity will be allocated.

Shippers that desire to ship, but have not shipped during the first twelve (12) calendar months following a date thirteen (13) calendar months prior to the first day of the calendar month during which capacity will be allocated, are designated "New Shippers." New Shippers will receive five hundred (500) barrels per day of capacity until the total barrels received by the New Shippers exceeds ten percent (10%) of the total capacity, at which time all New Shippers will receive an equal portion of the 10% of the total capacity.

ITEM 110 ROUTING INSTRUCTIONS

All rates apply via Mid-America Pipeline Company, LLC.

ITEM 120 TRANSPORTATION INVENTORY

Quantities of Product received into Carrier's custody for transportation to Shipper's nominated destination will constitute Shipper's Transportation Inventory prior to delivery. If Product cannot be accepted by the nominated destination through no fault of Carrier, undelivered quantities will be returned to Shipper's Holding (storage) inventory.

ITEM 145 INTERFACE

Shippers shall accept and be responsible for handling of any interface generated within or between Products.

RATES
(In Cents per Barrel)

ITEM 290 LOCAL PROPORTIONAL GENERAL COMMODITY RATE FOR REFINED PETROLEUM PRODUCTS FOR FURTHER MOVEMENT BEYOND DESTINATION

ORIGIN	DESTINATION	RATE
Coffeyville, Kansas	El Dorado, Kansas	[C]

ABBREVIATIONS AND REFERENCE MARKS

- API American Petroleum Institute
- F Fahrenheit
- F.E.R.C. Federal Energy Regulatory Commission
- GPA Gas Processors Association
- MAPL Mid-America Pipeline Company, LLC
- [C] Cancel
- [N] New