MAVERICK TERMINALS CORPUS, LLC

RULES, REGULATIONS, AND RATES

GOVERNING

THE TRANSPORTATION OF

Petroleum Products

BY

PIPELINE

FROM ORIGINS IN

NUECES COUNTY, TEXAS

TO DESTINATIONS IN

NUECES COUNTY, TEXAS

Carrier will accept and transport Petroleum Products offered for transportation through Carrier's facilities only as provided in this Rules and Regulations Tariff.

This Tariff shall apply only to those tariffs that specifically incorporate this Tariff by reference; such reference includes supplements to this Tariff and successive issues hereof. The matters published herein, if effective, will have no adverse effect on the quality of the human environment.

Filed under the authority of 18 CFR § **[W]** ~~342.4(c) (Settlement rates)~~ 342.3 (Indexing).

[C] ~~Issued on less than one (1) days' notice under authority of 18 CFR 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.~~

EXPLANATION OF REFERENCE MARKS:

[W] Change in Wording Only
[C] Cancel
[U] Unchanged Rate
[I] Increased Rate

ISSUED: August 14, 2026	EFFECTIVE: September 14, 2026

Issued By:

Taylor Little
V.P. Business Development
Howard Midstream Energy Partners, LLC
16211 La Cantera Parkway, Suite 202
San Antonio, TX 78256
(210) 298-2222

TABLE OF CONTENTS

Page

Item No. 1. Definitions....1
Item No. 2. Commodity....5
Item No. 3. Rules and Rates Applicable....5
Item No. 4. Committed Shipper Capacity....5
Item No. 5. Rates Applicable....6
Item No. 6. Application of Rates from or to Intermediate Points....6
Item No. 7. Acceptance of Petroleum Products....6
Item No. 8. Petroleum Product Specifications....6
Item No. 9. Minimum Batch and Delivery Requirements....7
Item No. 10. Measuring, Testing, and Volume Corrections....7
Item No. 11. Nominations; Scheduling of Shipments....8
Item No. 12. Identity of Shipments....8
Item No. 13. Excuse from Performance....9
Item No. 14. Payment of Rates and Lien for Unpaid Charges....9
Item No. 15. Evidence of Receipts and Deliveries....10
Item No. 16. Delivery and Acceptance for Transportation....10
Item No. 17. Storage....11
Item No. 18. Prorationing....11
Item No. 19. Scheduling of Delivery....12
Item No. 20. Duty of Carrier....12
Item No. 21. Carrier's Liability....12
Item No. 22. LIMITATION ON DAMAGES....12
Item No. 23. Requested Change by the Shipper....13
Item No. 24. Inline Change in Ownership....13
Item No. 25. Adverse Claims Against Petroleum Products....14
Item No. 26. Claims, Suits and Time for Filing....14
Item No. 27. Financial Assurances....14
Item No. 28. Interpretation....15
Item No. 29. Pipe Connection and Other Contracts....15
Item No. 30. Charge for Compensation Fund Fees, New Taxes or Compliance Costs....16
Item No. 31. Title, Control, and Possession....16
Item No. 32. Indemnity....17
Exhibit A. Receipt Points; Delivery Points; Rates....18

Item No. 1. Definitions.

As used in this Tariff, the following terms have the following meanings:

"Affiliate" means, in relation to a Party, any Person that (i) directly or indirectly controls such Party; (ii) is directly or indirectly controlled by such Party; or (iii) is directly or indirectly controlled by a Person that directly or indirectly controls such Party, for this purpose, "control" of any entity or Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of a majority of issued shares/units or voting power or control in fact of the entity or Person or otherwise.

"Allocable Capacity" means the capacity of the Pipeline (or segment thereof), or of any upstream or downstream third party pipeline or facility, available for transportation in a given month after satisfaction of the Nominations of Committed Shippers up to each such Shipper's Committed Shipper Capacity.

"ASTM" means American Society for Testing and Materials.

"Available Capacity" means the total capacity of the Pipeline (or segment thereof) available to transport Petroleum Products in a given month.

"Barrel" means 42 Gallons.

"Binding Nomination" means the volumes (excluding any Committed Shipper Capacity volumes) allocated to a Shipper during a period of prorationing.

"Business Day" means each calendar day, excluding Saturdays, Sundays, or the following holidays:

New Year's Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving Day; and
Christmas Day.

"Carrier" means Maverick Terminals Corpus, LLC.

"Carrier Group" means Carrier, its Affiliates, and its and their officers, employees and agents.

"Carrier's Petroleum Products Specifications" means the specifications set forth in NOM-016-CRE-2016, as published in the Diario Oficial de la Federacion, and any subsequent amendments thereto.

"Change in Law" means any Law or amendment or modification to any existing Law that is promulgated or adopted and implemented subsequent to the effective date of this Tariff that requires Carrier to incur additional expenses (a) to make additions or modifications to the Pipeline in order to comply with such Law, (b) to change methods of operation in order to comply with such Law, (c) to implement increased training, testing or verification programs with respect to the operation of the Pipeline in order to comply with such Law or (d) to comply with the conditions of any permit necessary to operate the Pipeline.

"Committed Shipper" means a Shipper that has entered into a prior written commitment with Carrier during the Open Season period, which commitment includes a Committed Shipper Capacity and a Demand Fee.

"Committed Shipper Capacity" means the capacity reserved for a Committed Shipper pursuant to a TSA, which capacity is given the highest level of transportation service available on the Pipeline and is not subject to prorationing except as provided in Item No. 18.

"Compliance Costs" means all actual documented incremental expenses and costs, including capital expenditures, incurred and paid by Carrier as a result of any Change in Law, but excluding any and all costs or expenses (including fines or penalties) that are levied against or incurred by Carrier specifically as a result of Carrier's violation or non-compliance with applicable Law.

"Consignor" means the party from whom a Shipper has ordered the Receipt of Petroleum Products.

"Consignee" means the party to whom a Shipper has ordered the Delivery of Petroleum Products.

"CRE NOM" means the Mexican Energy Regulatory Commission Official Standard NOM-016-CRE-2016 "Oil Product Quality Specifications."

"Delivery" and any derivative thereof means delivered by Carrier to Shipper or Consignee at the Delivery Point.

"Delivery Point" means the point, or points, of destination for Petroleum Products described on Exhibit "A" to this Tariff.

"**Demand Fee**" means a fee equal to a Committed Shipper's applicable rate per Barrel multiplied by the Monthly Committed Shipper Capacity.

"Design Capacity" means the anticipated pipeline capacity under normal operating conditions.

"Equivalent Quantities" means the full quantity of Petroleum Products, in Barrels, received by Carrier from Shipper at the Receipt Points, less any PLA.

"Excess Nominations" means the portion of any Committed Shipper's Nomination that exceeds the applicable Committed Shipper Capacity.

"Financial Assurances" has the meaning set forth in Item No. 27.

"Force Majeure" means

a) strikes, lockouts or other industrial disputes or disturbances,

b) acts of the public enemy or of belligerents, hostilities or other disorders, wars (declared or undeclared), blockades, thefts, insurrections, riots, civil disturbances, sabotage

c) acts of nature, landslides, severe lightning, earthquakes, fires, tornadoes, hurricanes, storms, and warnings for any of the foregoing which may necessitate the precautionary shut-down of wells, plants, pipelines, gathering systems, docks, loading and unloading facilities or the Terminal or other related facilities, floods, washouts, severe lightning, freezing of machinery, equipment, wells or lines of pipeline, inclement weather that necessitates extraordinary measures and expenses to construct facilities or maintain operations, tidal waves, perils of the sea or water and other adverse weather conditions and unusual or abnormal conditions of the sea or other water

d) arrests and restrains of or other interference or restrictions imposed by governments (either federal, state. Civil or military and whether legal or de facto or purporting to act under some constitutions, decree, Law or otherwise), necessity for compliance with any court order, or any law, statute, ordinance, regulation or order promulgated by a Governmental Authority

having or asserting jurisdiction, embargoes or export or import restrictions, expropriation, requisition, confiscation or nationalization

e) epidemics or quarantine, explosions, breakage or accidents to equipment, machinery, plants, facilities or lines of pipe, the making of repairs or alterations to lines of pipe or plants, inability to secure labor or materials to do so, partial or entire failure of wells or gas supply, electric power shortages, accidents of navigation or breakdown or injury of vessels

f) or any other causes, whether of the kind enumerated above or otherwise, which were not reasonably foreseeable, and which are not within the control of the Party claiming suspension and which by the exercise of due diligence such Party is unable to prevent or overcome. Such term will likewise include, (1) in those instances where either Party is required to obtain servitudes, rights-of-way, grants, permits or licenses to enable such Party to fulfill its obligations under this Agreement, the inability of such Party to acquire, or delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such servitudes, rights-of-way grants, permits or licenses, and in those instances where either Party is required to furnish materials and supplies for the purpose of constructing or maintaining facilities to enable such Party to fulfill its obligations under this Agreement, the inability of such Party to acquire, or delays on the part of such Party in acquiring, at reasonable cost and after the exercise of reasonable diligence, such materials and supplies and (2) any event of Force Majeure occurring with respect to the facilities or services of either Party's suppliers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations, and will also include curtailment or interruption of deliveries or services by such third-party suppliers as a result of an event defined as Force Majeure.

A Party's inability economically to perform its obligations hereunder does not constitute an event of Force Majeure.

"Governmental Authority" means any foreign or U.S. federal, state, regional, local or municipal governmental body, agency, instrumentality, board, bureau, commission, department, authority or entity established or controlled by a government or subdivision thereof, including any legislative, administrative or judicial body, or any Person purporting to act for them.

"In-Kind Settlement" means the physical Delivery of Petroleum Products to settle any Transportation Imbalance.

"Law" means any federal, state, local, municipal, foreign, tribal, or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, proclamation, treaty, convention, rule, regulation, or decree, whether legislative, municipal, administrative, or judicial in nature, enacted, adopted, passed, promulgated, made, or put into effect by or under the authority of any Governmental Authority.

"Monthly Committed Shipper Capacity" means the Committed Shipper Capacity multiplied by the number of days in the applicable month.

"New Taxes" mean all new or incremental taxes, assessments, fees, levies, charges or costs imposed by any Change in Law that are incurred and paid by Carrier with respect to Carrier's operation of the Pipeline or its performance under this Agreement, including any such taxes, assessments, fees, levies, charges or costs arising from any carbon tax or cap and trade Laws adopted after the effective date of this Tariff but excluding (a) any income taxes, margin tax, franchise tax or any other similar tax that is measured or assessed based on any income received by Carrier (b) any real or personal property, transfer or other ad valorem taxes imposed on Carrier or the Pipeline or (c) any fines, penalties, interests or late charges imposed or attributable to any failure of Carrier to timely or validly pay any incremental taxes, assessments, fees, levies, charges or costs imposed on Carrier or the Pipeline.

"Nonconforming Product" means any Petroleum Product delivered to the Pipeline that does not conform to Carrier's Petroleum Products Specifications.

"Nomination" or "Nominate(d)" means a nomination by a Shipper to Carrier in accordance with this Tariff for the transportation of a stated quantity of Petroleum Products on the Pipeline from a Receipt Point to the Delivery Point.

"Party" and **"Parties"** means each Shipper and Carrier individually referred to herein as the "Party" or collectively as the "Parties."

"Person" means an individual, firm, corporation, trust, partnership, limited liability company, association, joint venture, other business enterprise or Governmental Authority.

"Petroleum Products" means ultra-low sulfur diesel ("**ULSD**"), Regular Gasoline, and Premium Gasoline.

"Pipeline" means the pipeline known as the Maverick Channel Pipeline to be owned and operated by Carrier in Nueces County, Texas.

"PLA" means the actual volumetric losses incurred on the Pipeline due to evaporation, measurement, and other losses in transit.

"Premium Gasoline" means gasoline with an octane rating ([RON+MON]/2) minimum of 91 meeting (i) the latest version of the ASTM standards and (ii) the latest version of the CRE NOM petroleum product specifications.

"Receipt" or any derivative thereof means received by Carrier from Shipper or Consignor at the Receipt Point.

"Receipt Points" means the flange connections at the interconnection points between the Receipt Points described on Exhibit "A" to this Tariff and the Pipeline.

"Regular Gasoline" means regular gasoline meeting both the specifications set forth in (i) the latest version of the ASTM standards and (ii) the latest version of the CRE NOM petroleum product specifications.

"Security Amount" means an amount equal to the sum of costs and changes that could reasonably accrue to Carrier for three (3) months of service under a TSA and as calculated by Carrier.

"Services" means the Receipt of Petroleum products for a Shipper's account from a Receipt Point (or other point as permitted by this Tariff), the transportation of Petroleum Products on the Pipeline, and the Delivery of Equivalent Quantities to the Delivery Point.

"Shipper" means a party, including a Committed Shipper, for whom transportation services are provided under the terms of this Tariff.

"Tariff" means the Rules and Regulations Tariff and the Rates Tariff, unless otherwise specified herein.

"Transportation Imbalance" means, with respect to any month, the variance or differential (stated in Barrels), positive or negative, between (a) the aggregate number of Barrels of Petroleum Products tendered for transportation by Shipper or its agent and received into Carrier's facilities for such month, as determined and calculated by Carrier, and (b) the number of Barrels delivered to Shipper from Carrier's facilities, net of any deductions by Carrier pursuant to Item No. 21.

"TSA" means a transportation services agreement or any other similar agreement executed by a Committed Shipper with respect to the Pipeline.

"ULSD" means ultra-low sulfur diesel meeting both the specifications set forth in (i) the latest version of the ASTM standards and (ii) the latest version of the CRE NOM petroleum product specifications.

"Uncommitted Capacity" means not less than ten percent (10%) of the Design Capacity of the Pipeline.

"Uncommitted Shipper" means any Shipper that is not a Committed Shipper.

"Uncommitted Volume" means the volume of Petroleum Products Nominated by an Uncommitted Shipper.

"**Working Stock**" means the amount of Petroleum Products required to maintain a full Pipeline at the minimum operating requirement thereof, as determined by Carrier.

Item No. 2. Commodity.

This Tariff applies only to the transportation of Petroleum Products by Carrier and no commodity other than Petroleum Products will be transported under this Tariff unless Carrier provides its consent in writing.

Item No. 3. Rules and Rates Applicable.

A. Petroleum Products accepted for transportation shall be subject to the rates and charges in the applicable TSA in effect on the date of Receipt of such Petroleum Products by Carrier or, if no such agreement exists or no rate is stated in the applicable TSA, this Tariff. Unless otherwise stated in an individual Tariff making reference to these rules and regulations, transportation and all other lawful charges will be collected on the basis of the quantities of Petroleum Products received by Carrier for the account of Shipper or its Consignor.

B. The rules and regulations which shall govern the transportation of Petroleum Products shall be the rules and regulations in effect on the date Petroleum Products are received by Carrier for transportation as provided in this Rules and Regulations Tariff.

C. The rates set forth in this Tariff and in any TSA shall be adjusted upward or downward by Carrier beginning on the first July 1st after the date on which Carrier commences commercial service with respect to the Receipt, transportation, storage, handling and Delivery of Petroleum Products on the Pipeline, and on each July 1st thereafter, to reflect the indexing adjustments promulgated annually by the FERC pursuant to 18 C.F.R. § 342.3(d) or any successor indexing methodology that the FERC may adopt; provided, however, in no event shall the rates for service under a TSA be adjusted downward to be less than the initial rates to be charged Committed Shippers set forth in the initial filing of this Tariff. In lieu of the foregoing, Carrier may agree in writing with a Committed Shipper, on a not-unduly-discriminatory basis, that the rate(s) set forth in the initial filing of this Tariff containing such rate(s) shall be escalated at a fixed rate per annum as agreed in writing between Carrier and such Committed Shipper.

Item No. 4. Committed Shipper Capacity

A. Any Shipper desiring to become a Committed Shipper must have entered into a prior written commitment with Carrier during the Open Season period which ended in August 2018, which commitment includes a Committed Shipper Capacity and a Demand Fee.

B. Upon entering into the TSA that is subject to the prior written commitment by both Carrier and Shipper, Shipper will be categorized as a Committed Shipper.

C. The commencement date of the Committed Shipper Capacity level selected by Shipper shall be the "**Effective Date**" of the prior written commitment between Carrier and Committed Shipper.

Item No. 5. Rates Applicable

Petroleum Products transported will be subject to the applicable tariff rates and charges in effect on the date of receipt of such Petroleum Products by Carrier. Carrier will charge the applicable tariff rate for Petroleum Products based on the total quantities delivered to Carrier at the Receipt Point (or other point as permitted by this Tariff).

Item No. 6. Application of Rates from or to Intermediate Points

For shipments of Petroleum Products accepted for transportation from any Receipt Point or to any Delivery Point that is not named in this Tariff, and which Receipt Point and Delivery Point is directly intermediate to any Receipt and Delivery Point from or to which a rate applying through such unnamed point is published in this Tariff, Carrier will apply, from or to such unnamed intermediate point, the rate published from or to the next more distant point published in this Tariff, subject to 18 CFR § 341.10(a)(2).

Item No. 7. Acceptance of Petroleum Products.

A. After Shipper has requested a TSA and after Carrier has determined that Shipper is creditworthy or has received acceptable Financial Assurances, as provided in Item No. 27, Shipper and Carrier may enter into a TSA, which will incorporate by reference this Tariff. Neither Shipper nor Carrier will have any obligations to one another until authorized representatives of both Carrier and Shipper have executed a TSA.

B. Except where Carrier provides such facilities, Carrier will accept Petroleum Products for transportation only when the Shipper has provided evidence satisfactory to Carrier that the Shipper has the necessary facilities to accept Delivery of such Petroleum Products promptly on arrival at the Delivery Point.

C. Carrier reserves the right to reject any and all Petroleum Products Nominated where the Shipper has failed to comply with all applicable Laws made by any Governmental Authorities regulating shipments of Petroleum Products.

D. If Carrier uses third-party pipeline capacity for transportation, Carrier will have no liability related to (i) actual and alleged loss of Shipper's Petroleum Products on the third-party pipeline, (ii) interruptions in service, or (iii) personal injury, death, damage, pollution or contamination, or violation of or the need to comply with any Applicable Law, regulation, or other legal requirements, caused by Shipper's Petroleum Products while on the third-party pipeline.

Item No. 8. Petroleum Product Specifications.

A. Subject to the further provisions of this Tariff, Carrier will accept for transportation on the Pipeline only Petroleum Products: (i) that will originate on the Pipeline at the Receipt Points; (ii) for which the party taking Delivery of the Petroleum Products has been specified in writing to Carrier; and (iii) that conform to Carrier's Petroleum Products Specifications.

B. If Shipper Delivers Nonconforming Product to the Pipeline, Carrier may, to the extent that it has actual knowledge at the time of Receipt that the Petroleum Product is Nonconforming Product, refuse to take Delivery of such Nonconforming Product and will notify Shipper immediately upon its refusal to take Delivery of such Nonconforming Product. If Carrier agrees to receive the Nonconforming Product or if Nonconforming Product is received without Carrier having actual knowledge of the nonconformance:

i) Shipper will bear the cost of any additional services required to receive, deliver, store or handle such Nonconforming Product;

ii) Carrier may discontinue its acceptance of the Nonconforming Product at any time and refuse to continue to accept Nonconforming Product; and

iii) Shipper will be responsible and will defend, indemnify and hold harmless Carrier for all costs incurred by Carrier in relation to affected Petroleum Products.

C. Carrier reserves the right to require, approve, or reject the injection of corrosion inhibitors, viscosity or pour point depressants, drag reducing agents, or other additives.

D. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS TARIFF, SHIPPER WILL INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER GROUP FROM AND AGAINST ANY AND ALL LIABILITIES RELATED TO THE RECEIPT OR DELIVERY OF NONCONFORMING PRODUCT OR THE REMOVAL OF NONCONFORMING PRODUCT FROM THE PIPELINE (TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE NONCONFORMING NATURE OF THE NONCONFORMING PRODUCT) EXCEPT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE DIRECT NEGLIGENCE OF CARRIER**.

Item No. 9. Minimum Batch and Delivery Requirements.

A. The minimum quantity of any one Petroleum Product that will be accepted at one time at any one Receipt Point from one Shipper is 40,000 Barrels.

B. The minimum quantity of any one Petroleum Product that will be delivered at one time to any one Delivery Point to one Shipper is 40,000 Barrels.

C. For efficient operations on the Pipeline, batches may be divided into multiple segments that may deliver to their destination in the following month.

Item No. 10. Measuring, Testing, and Volume Corrections.

A. No charge shall be made by Carrier for metering Petroleum Products upon Receipt and Delivery. All shipments tendered to Carrier for transportation may be gauged or metered by Carrier's representative prior to, or at the time of Receipt from Shipper, but Shipper at all times may be present or represented during the gauging or metering.

B. Carrier will adjust any overage or shortage of Petroleum Products with Shippers to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, interface mixture, product measurements, PLA, and other physical losses not due to negligence of Carrier.

C. The adjustments for actual losses or gains will be allocated monthly by volume and grade among the Shippers in the proportion that the total number of Barrels delivered out of the Pipeline for each Shipper bears to the total number of Barrels delivered out of the Pipeline for all Shippers.

D. Shipper may be required to furnish Carrier with a certificate of analysis setting forth the final tests showing the specifications of each shipment of Petroleum Products to be transported in the Pipeline.

E. Carrier may sample and/or test any such shipment prior to acceptance or during Receipt, and in the event of a variance between the Shipper's certificate and Carrier's test, the latter shall prevail.

F. In the event Shipper's Petroleum Products include blending components (other than pure hydrocarbons) that have not been disclosed to Carrier, Shipper shall be liable for any contamination or damage to other Petroleum Products being transported on the Pipeline.

Item No. 11. Nominations; Scheduling of Shipments.

A. All Shippers desiring to ship Petroleum Products through the Pipeline shall provide Carrier a written notice containing all information needed by Carrier to schedule and dispatch each shipment of Petroleum Products which Shipper offers to tender. Carrier may refuse to receive Petroleum Products for transportation until Shipper has provided Carrier with such information.

B. Shipper shall specify each product, the volume, Receipt and Delivery Points of the Petroleum Products offered to Carrier. If Shipper does not furnish such notice, Carrier will be under no obligation to accept such Petroleum Products for transportation.

C. Carrier shall not be obligated to accept Petroleum Products for transportation during any calendar month unless the Shipper shall, on or before the fifteenth (15th) day of the preceding calendar month, have notified Carrier in writing of the kind and quantity of such Petroleum Products which it desires to ship.

D. A Shipper shall, upon notice from Carrier, provide written third-party verification as required by Carrier in support of such Shipper's Nomination to satisfy Carrier that offers to ship are in good faith, and to satisfy Carrier that shipments can be transported in conformance with Carrier's Tariffs. Carrier shall not be obligated to accept a Shipper's Petroleum Products where such verification is, in the sole discretion of Carrier, unacceptable to Carrier.

E. Carrier shall not be obligated to accept a Shipper's Petroleum Product if the volume of such Petroleum Products is less than the minimum batch requirement as set out in Item No. 9 above.

F. Carrier shall not be obligated to make a Delivery of a Shipper's Petroleum Products of less than the minimum delivery requirement as set out in Item No. 9 above.

G. Shipper shall notify Carrier as promptly as practicable of (i) any differences between (a) the number of Barrels specified in Shipper's Nomination for a given month and (b) the number of Barrels Shipper will actually tender for Delivery in that month, and (ii) any daily changes in the rate of Delivery of Petroleum Products at the applicable Receipt Point. Shipper shall take all reasonable actions necessary to avoid the incurrence of a Transportation Imbalance. Transportation Imbalances shall be settled through an In-Kind Settlement by no later than the month after which the Transportation Imbalance occurred.

H. During any month in which the Pipeline is under prorationing in accordance with Item No. 18, any Person that is not a current Shipper on the Pipeline and is seeking approved Shipper status with Carrier shall be required, as a condition to such approved status, to certify to Carrier that the applicant is not an Affiliate of any existing Shipper on the Pipeline.

Item No. 12. Identity of Shipments

A. Unless otherwise agreed to with a Shipper, Carrier will not be required to maintain the identity of Petroleum Products shipments and may commingle Petroleum Products provided that such comingled Petroleum Products met the same quality specifications before such Petroleum Products are commingled.

B. Petroleum products shall be accepted for transportation only on condition same will be subject to changes in gravity, color, quality, or characteristics while in transit or an may result from unavoidable contamination and Carrier shall not be obligated to make deliver of the identical Petroleum Products received for transportation.

C. Carrier reserves the right at any time to substitute and deliver Petroleum Products of the same character as the Petroleum Products shipped.

Item No. 13. Excuse from Performance.

Carrier may partially or completely suspend, and will be excused from, its acceptance or delivery of Petroleum Products on the Pipeline as provided in a TSA or this Tariff in the following situations:

A. During an event of Force Majeure which prevents or affects the receipt or delivery of Petroleum Products;

B. Failure of a third party upstream of the Receipt Points or downstream of the Delivery Point to provide capacity or to otherwise provide transportation or delivery services with respect to the applicable Petroleum Products for any reason; and

C. A breach by a Shipper of its obligations under a TSA or this Tariff.

Item No. 14. Payment of Rates and Lien for Unpaid Charges.

A. Shipper shall pay all charges and costs as provided in this Tariff, a TSA, or otherwise lawfully due to Carrier relating to the transportation of Shipper's Petroleum Products by Carrier. Carrier will issue an invoice for such charges and costs by the fifteenth (15^{th}) day of the month following the month of Receipt, and Shipper shall pay such invoiced charges and costs on or before the twenty fifth (25^{th}) day of the same month

B. Carrier shall have a lien on all of Shipper’s Petroleum Products that are in the custody of Carrier to secure the payment of all charges and costs due to Carrier as provided for or referenced in this Tariff and relating to the transportation of Shipper's Petroleum Products by Carrier. Carrier may withhold the Shipper’s Petroleum Products from Delivery, and may exercise any other rights and remedies provided at Law or by contract, until all such charges and costs have been paid.

C. If charges for the transportation of a Shipper's Petroleum Product remain unpaid for ten (10) Business Days after the date upon which such amounts are due, then Carrier shall have the right to (i) remove and sell any or all of such Shipper's Petroleum Products that are in the possession of Carrier in such lawful manner as deemed appropriate by Carrier and/or (ii) assess a late charge at an annual interest rate equivalent to one hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A. of New York, New York (the maximum on ninety (90) day loans to substantial and responsible commercial borrowers, or any lesser maximum interest rate permitted under Applicable Law) as of the due date; provided that Shipper may withhold payment of disputed amounts subject to (1) the incurrence of carrying charges thereon as specified above, and (2) Carrier’s right to demand reasonable surety for such payment.

D. Carrier shall pay from the proceeds of any sale pursuant to Item No. 14.B above all charges and costs accruing or due relating to the transportation of such Shipper's Petroleum Products by Carrier, and all costs incurred by Carrier with respect to the storage, removal and sale of such Shipper's Petroleum Products. The remainder of such proceeds, if any, shall be held by Carrier for Shipper and any other party lawfully entitled to such proceeds.

E. Carrier may require that all payments to Carrier for services pertaining to the transportation of Petroleum Products be wire transferred in accordance with the instructions on Carrier’s invoice to Shipper.

F. When required Carrier shall, with or without notice to the Shipper, appoint agent(s) to retain possession of the Shipper's Petroleum Products on behalf of Carrier for the purpose of enforcing the lien described in this Item.

Item No. 15. Evidence of Receipts and Deliveries.

Carrier shall evidence the Receipt and Delivery of Petroleum Products by tickets showing the volume, type of Petroleum Product, and any other data with respect to such Petroleum Product as may be specified from time to time by Carrier. Unless otherwise agreed in writing by Carrier, Shipper and/or its Consignee, such tickets shall be signed by a representative of Carrier. The signed tickets shall be conclusive evidence of the information set forth therein.

Item No. 16. Delivery and Acceptance for Transportation.

A. Petroleum Products will be accepted for transportation:

i) At such times as Petroleum Products of compatible kind, quality, and specification are being transported from the Receipt Point specified by Shipper in its Nomination.

ii) Only if any additives and inhibitors to be included in Shipper's Petroleum Products have been disclosed in by Shipper and approved by Carrier.

iii) Only when Petroleum Products are delivered by Shipper at the time specified by Carrier to meet Carrier's shipment schedule. If such Petroleum Products are not delivered by Shipper in time to meet the schedule, Carrier may cancel, bypass, or delay shipment without any liability to Shipper.

iv) Only when Petroleum Products are delivered to Carrier by any upstream pipeline, refinery, or other third party facility. If such Petroleum Products are not delivered by the upstream pipeline, refinery, or other third party facility, Carrier may cancel, bypass, or delay shipment without any liability to Shipper.

iv) Only if the Petroleum Products are delivered in accordance with the terms and conditions of this Tariff and any applicable TSA.

B. Carrier reserves the right to require Petroleum Products to be available for shipment at the Receipt Points twenty-four (24) hours prior to the time scheduled for shipment from the Receipt Points.

C. Carrier may refuse to accept any Petroleum Products that do not meet the requirements of Carrier's Petroleum Products Specifications.

D. Carrier's acceptance and delivery of Petroleum Products from or to any facility provided by or designated by Shipper shall not evidence Carrier's approval of the adequacy of such facilities or the competency of Shipper's personnel; Shipper shall have sole responsibility for such facilities and personnel.

E. Carrier shall transport and Deliver Petroleum Products at the Delivery Point with reasonable diligence and dispatch but will not be required to transport Petroleum Products in time for any particular market. Such Delivery may be made upon twenty-four (24) hours' notice to the Shipper or Consignee, who shall accept and receive said Petroleum Products from Carrier with all possible dispatch into tanks or receptacles arranged for or provided by the Shipper or Consignee.

F. Beginning on the first day after expiration of said 24-hour notice, Carrier shall assess a demurrage charge on any part of said Petroleum Products shipment offered for Delivery and not taken by Shipper or Consignee. The demurrage charge will be $0.01 per Barrel per day for each day or fractional part thereof that Delivery is not taken by Shipper or Consignee. After expiration of said 24-hour notice, Carrier's liability for loss, damage or delay with respect to Petroleum Products offered for Delivery but not taken by Shipper or Consignee shall be that of a warehouseman only.

G. If Shipper fails to remove its Petroleum Products from the facilities of Carrier in accordance with the provisions of paragraph D of Item No. 16, Carrier may remove and sell such Petroleum Products in such lawful manner as deemed appropriate by Carrier. Carrier shall pay from the proceeds of such sale all costs incurred by Carrier with respect to the storage, removal and sale of such Petroleum Products. The remainder of such proceeds, if any, shall be held by Carrier for the Shipper and any other party lawfully entitled to such proceeds.

Item No. 17. Storage.

Carrier does not offer storage services as part of this Tariff.

Item No. 18. Prorationing.

A. When Carrier is unable to accept all Petroleum Products Nominated in a month due to limited Available Capacity or Force Majeure, Carrier will prorate available capacity so as to avoid discrimination among Shippers. The purpose of the policy is to allow Carrier to equitably allocate line capacity to all Shippers during any month for which Nominations for that month exceed the Available Capacity.

B. If Carrier determines that a Barrel of gasoline consumes a smaller portion of capacity, on the average, than a Barrel of heavier Petroleum Products, capacity will be prorated on a gasoline equivalent basis.

C. Each Committed Shipper that Nominates Petroleum Products for transportation during a given month will be allocated capacity as follows:

i) Nominations by a Committed Shipper up to its applicable Monthly Committed Shipper Capacity will be allocated capacity equal to the lesser of (1) one hundred percent (100%) of its applicable Monthly Committed Shipper Capacity and (2) such Shipper's Nominated Barrels.

ii) If the aggregate Nominations of Committed Shippers up to each such Shipper's applicable Monthly Committed Shipper Capacity exceed one hundred percent (100%) of Available Capacity, Available Capacity will be allocated to each such Committed Shipper based on the ratio of its applicable Monthly Committed Shipper Capacity to the aggregate total of all Committed Shippers' Monthly Committed Shipper Capacity.

iii) Excess Nominations shall be subject to prorationing in accordance with Item No. 18.C.

iv) Carrier shall not contract for Committed Shipper Capacity that, in the aggregate among all Committed Shippers, exceeds ninety percent (90%) of the Design Capacity of the Pipeline.

D. During each month in which the Pipeline is under prorationing, Allocable Capacity will be allocated among Excess Nominations and Uncommitted Shippers' Nominations, subject to applicable regulations, based on the ratio of each Shipper's Excess Nominations or Uncommitted Shipper Nominations to the aggregate total of all Excess Nominations and Uncommitted Shipper Nominations.

E. Any remaining Available Capacity not allocated through the application of paragraphs C and D above will be allocated pro rata. If the allocation to any Shipper pursuant to this paragraph E exceeds its remaining Nomination, such excess will be allocated among all other remaining Nominations until the remaining Available Capacity is fully allocated or all of the remaining Nominations have been fulfilled.

F. Carrier may reject any portion of a Shipper's Nomination that exceeds the physical capacity of the Pipeline. Any Nomination in excess of the physical capacity of the Pipeline will be reduced accordingly.

G. Once Carrier has determined the capacity allocated to each Shipper for a given month, it will provide notice to each Shipper of its allocated capacity for the month. If any Shipper fails to tender volumes (excluding any Committed Shipper Capacity volumes) during the month equal to one hundred percent (100%) of its Binding Nomination for that month, that Shipper will pay to Carrier, in the aggregate, the Tariff charge for one hundred percent (100%) of the Binding Nomination.

Item No. 19. Scheduling of Delivery.

A. When Shippers request delivery from Carrier at the Delivery Point of a volume of Petroleum Products greater than can be immediately delivered, Carrier shall schedule delivery.

B. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

Item No. 20. Duty of Carrier.

Carrier shall not be required to transport Petroleum Products except with reasonable diligence, considering the quantity, quality, and type of Petroleum Products, the distance of transportation, the safety of operation, and other material factors.

Item No. 21. Carrier's Liability.

A. Except where caused by the direct negligence of Carrier, Carrier shall not be liable to a Shipper for any delay, damage, loss or consequential loss resulting from any cause while Carrier is in possession or control of such Shipper's Petroleum Products, including the breakdown of the facilities of Carrier.

B. If damage or loss of Petroleum Products results from any cause other than the direct negligence of Carrier while Carrier is in possession or control of such Petroleum Products, then Carrier may apportion the cost of such damage or loss on a pro rata basis among all Shippers. Each Shipper's share of such cost shall be determined by Carrier based on the proportion of the volume of the Shipper's Petroleum Products in the possession of Carrier on the date of such loss to the total volume of Petroleum Products in the possession of Carrier on the date of such loss. Carrier will be obligated to Deliver only that portion of the Petroleum Products remaining after deduction for the cost of such damage or loss.

C. If Petroleum Products are lost in transit while in the custody of Carrier due to the direct negligence of Carrier, then, as full compensation therefor, and as Shipper's sole and exclusive remedy therefor, Carrier shall either obtain and Deliver to the Shipper thereof other Petroleum Products of the same quantity and grades as that which was lost, or compensate Shipper for such loss in money.

Item No. 22. LIMITATION ON DAMAGES.

NO PARTY, EVEN IF NEGLIGENT, WILL BE LIABLE TO ANOTHER FOR LOSS OF PRODUCTION, LOSS OF USE, LOSS FROM BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATED TO THE PARTY'S ACTIVITIES OR PERFORMANCE HEREUNDER, EXCEPT TO THE EXTENT SUCH LOSSES OR DAMAGES ARE OWED TO A THIRD

PARTY PURSUANT TO A CLAIM FOR WHICH A PARTY IS REQUIRED TO PROVIDE AN INDEMNITY UNDER THIS TARIFF OR A TSA.

Item No. 23. Requested Change by the Shipper.

Subject to the operating conditions of the facilities of Carrier, Carrier may, upon the written request of a Shipper, allow a Shipper to change the designated volume and type of its Petroleum Products that will be transported on the Pipeline or the designated volume and type of its Petroleum Products to be delivered to the Delivery Point.

Item No. 24. Inline Change in Ownership.

A. Notice of change in ownership of Petroleum Products shall be recognized and recorded only where such Petroleum Products entered the Pipeline, and only on a monthly basis. Statements denoting ownership transactions shall be provided to the applicable transferors and transferees. Carrier shall not provide any information as to the quality of the Petroleum Products subject to changes in ownership. Each transferor shall be charged ¾ of a cent per Barrel (which will be applied on a separate invoice) for recognizing and recording the change in ownership and, if required by Carrier, shall pay said charge prior to the recognizing and recording of such change. The transferor, at Carrier's option, shall provide an irrevocable letter of credit satisfactory to Carrier prior to such recognizing and recording. The recognition by Carrier of a change in ownership of Petroleum Products requires the recording thereof, and Carrier is entitled to a lien for all such charges and fees.

B. Carrier shall not be obligated to recognize and record changes in ownership of Petroleum Products during any operating month unless the transferor and transferee requesting Carrier to recognize and record the change in ownership shall, each, on or before the fifteenth (15th) day of the preceding calendar month, provide written notice to Carrier containing like data relative to the kind, quantity, source, location, transferor and transferee of the Petroleum Products. Carrier shall not be obligated to accept any modification in said notice unless confirmed in writing by the transferor and transferee on or before the last day of the calendar month proceeding the operating month.

C. When the quantity of the Petroleum Products received by Carrier during the operating month is not equivalent to the quantity of the Petroleum Products subject to the notice of change in ownership, Carrier shall not be required to recognize and record the change in ownership beyond the extent of the quantity received.

D. A notice of change in ownership of Petroleum Products shall be deemed: (1) a warranty that the transferor has unencumbered title to the Petroleum Products identified in its notice at the time of change in ownership, and (2) a representation that the change in ownership is effective as of 7:00 o’clock a.m. (Central Standard Time) on the first day of the operating month.

E. Carrier may, in the absence of adequate security, decline to recognize and record any change in ownership of Petroleum Products.

F. A transfer of a Shipper's rights and obligations under this Item No. 24 respecting its Petroleum Products will not be binding or effective on Carrier until Carrier has provided a notice of acceptance to the transferor and transferee. Carrier will not provide a notice of acceptance of a transfer until such time as the transferee has satisfied Carrier of its capacity to undertake the transferor’s obligations and has provided any Financial Assurances requested by Carrier in accordance with Item No. 27 below.

Item No. 25. Adverse Claims Against Petroleum Products.

A. Shipper shall not Nominate or deliver to Carrier Petroleum Products which are involved in litigation, the ownership of which may be in dispute, or which are encumbered by a lien (other than a lien that is subordinated to Carrier's lien described in Item No. 14) or charge of any kind unless the Shipper provides written notification to Carrier of such litigation, dispute, lien or charge not less than twenty (20) days before such Nomination is made to Carrier.

B. If, at any time while the Shipper's Petroleum Products are in the possession of Carrier, such Petroleum Products become involved in litigation, the ownership of which become in dispute, or become encumbered by a lien (other than a lien that is subordinated to Carrier's lien described in Item No. 14) or charge of any kind, Shipper shall immediately advise Carrier in writing of such issue.

C. In the event that a Shipper provides Carrier with notice of an adverse claim under Item No. 25.A or Item No. 25.B above, then such Shipper shall, upon demand from Carrier, provide a bond or other form of indemnity satisfactory to Carrier protecting Carrier against any liability or loss that may arise as a result of such Shipper's Petroleum Products that are involved in litigation, the ownership of which may be in dispute, or which are encumbered by a lien (other than a lien that is subordinated to Carrier's lien described in Item No. 14) or charge of any kind. If the Shipper fails to provide such bond or other form of indemnity acceptable to Carrier, Carrier will not be obligated to accept such Shipper's Petroleum Products for transportation.

Item No. 26. Claims, Suits and Time for Filing.

A. As a condition precedent to recovery for loss, damage, injury or delay, Shipper shall advise Carrier in writing of any claim for delay, damage, injury or loss resulting from the transportation of Shipper's Petroleum Products by Carrier within nine (9) months after Delivery of such Petroleum Products by Carrier or, in the case of a failure to make Delivery, then within nine (9) months after a reasonable time for Delivery has elapsed.

B. Shipper shall institute any action arising out of any claim against Carrier within two (2) years and one (1) day from the date that written notice is given by Carrier to Shipper that Carrier has disallowed such claim or any part of such claim, or any such claim shall be forever waived and released.

C. If Shipper fails to comply with the provisions of paragraph A or paragraph B of this Item No. 26, then Shipper waives all rights it has to bring an action against Carrier with respect to such claim.

Item No. 27. Financial Assurances.

A. At any time, upon the request of Carrier, any prospective or existing Shipper shall provide information to Carrier that will allow Carrier to determine the prospective or existing Shipper's capacity to perform any financial obligations that could arise under the terms of this Tariff or a TSA, including the payment of transportation charges, Demand Fees, charges for Working Stock shortfalls and Shipper's negative Transportation Imbalance positions. Carrier shall not be obligated to accept Petroleum Products for transportation from an existing or prospective Shipper if that Shipper or prospective Shipper fails to provide the requested information to Carrier within five (5) Business Days of Carrier's written request, or if Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform any financial obligations that could arise under the terms of this Tariff or a TSA, including the payment of transportation charges, Demand Fees, charges for Working Stock shortfalls, and the reasonably-determined value of Shipper's negative Transportation Imbalance positions.

B. Upon notice to Shipper, Carrier may require Financial Assurances from Shipper, in which case Shipper shall satisfy the requirement by providing, at its option, one or more of the following Financial Assurances for the payment of all charges and costs as provided in this Tariff or a TSA, or otherwise lawfully due to Carrier, to be provided at the expense of Shipper (collectively, the "**Financial Assurances**"):

i) prepayment in an amount not less than the Security Amount;

ii) a standby irrevocable letter of credit in favor of Carrier in an amount not less than the Security Amount, in a form and from a financial institution acceptable to Carrier;

iii) a guaranty in a form and from a third party acceptable to Carrier; or

iv) other enforceable collateral security, including security agreements over assets of Shipper, in form and substance acceptable to Carrier.

C. In the event Carrier reasonably determines that (i) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory, (ii) any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of Shipper's financial obligations that could arise under the terms of this Tariff or a TSA, or (iii) Carrier otherwise determines that it is necessary to obtain additional Financial Assurances from Shipper, then Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this Tariff or the TSA, or otherwise lawfully due to Carrier, relating to the transportation of Shipper's Petroleum Products by Carrier. For the purpose of this provision, and without limiting the generality of the charges and costs lawfully due to Carrier under this Tariff or the TSA, those charges and costs shall include transportation charges, Demand Fees, charges for Working Stock shortfalls, and Shipper's negative Transportation Imbalance positions.

D. Carrier shall not be obligated to accept Petroleum Products for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier within five (5) Business Days of Shipper's receipt of Carrier's written request for such Financial Assurances.

Item No. 28. Interpretation.

A. Unless otherwise expressly specified herein, (i) defined terms in the singular will also include the plural and vice versa, (ii) the words "hereof", "herein", "hereunder" and other similar words refer to this Tariff as a whole, (iii) "or" is not exclusive, regardless of whether "and/or" is included in the applicable provision; and (iv) references to Items are to the Items in this Tariff.

B. The captions in this Tariff are for convenience only and will not in any way affect the meaning or construction of any provision of this Tariff.

C. Unless the context otherwise requires, "including" means "including without limitation."

Item No. 29. Pipe Connection and Other Contracts.

A. Separate pipe connection and other contracts may be required of a Shipper before any duty of transportation by Carrier shall arise.

B. Connections to Carrier's Pipeline will be considered only if made by formal written notification to Carrier by a Shipper or prospective Shipper. All connections, if agreed to by Carrier, will be subject to generally accepted industry standards and all regulatory standards for design and construction, and will meet the hydraulic requirements necessary to protect the safety, security, integrity and efficient operation of Carrier's Pipeline. Carrier's acceptance of any request for

connection will be subject to compliance with governmental regulations. Carrier reserves the right to install LACT equipment at a Receipt Point at the Shipper's expense. Carrier may also require other capital recovery arrangements as part of its agreement to accept a connection request, which Carrier will negotiate on a not-unduly-discriminatory basis.

Item No. 30. Charge for Compensation Fund Fees, New Taxes or Compliance Costs.

A. In addition to all other permitted charges accruing on Petroleum Products accepted for transportation through Carrier's facilities, and subject to Carrier's compliance with applicable tariff filing requirements, Shipper will (i) pay any and all taxes, fees or other charges and assessments, (including any charge or payment in lieu thereof), including ad valorem or property taxes, Product ownership taxes, Texas sales, use, excise taxes and other sales taxes on the services provided on the Pipeline, Shipper's Product and Shipper's property, (ii) reimburse Carrier for any tax, fee, or other charge levied against Carrier by any Federal, State or local agency for the purpose of creating a fund for the reimbursement of parties who sustain costs or losses resulting from oil pipeline industry operations, (iii) reimburse Carrier for any New Taxes implemented or imposed after the effective date of this Tariff, and (iv) reimburse Carrier for any Compliance Costs incurred and paid by Carrier after the effective date of this Tariff with respect to Carrier's performance under this Tariff or on any part of the Pipeline. Shipper will indemnify and reimburse Carrier for all costs or expenses incurred and actually paid by Carrier in association with the foregoing taxes, expenses, fees or costs, provided Carrier shall have provided Shipper evidence of Shipper's obligation to pay such taxes, expenses, fees or costs pursuant to applicable Law. Carrier shall not be under any obligation to contest or protest on behalf of Shipper or Consignee the legality of any such taxes, fees, costs or other charges. The per-Barrel charge to each Shipper for such fees, taxes or Compliance Costs shall be included in Carrier's Tariff.

B. Notwithstanding Item No. 30.A, a Party shall not be liable to the other Party for any taxes that are statutorily imposed on the first such other Party and that are measured by or imposed upon such other Party's net income, capital, or property, including without limitation, income, capital, franchise, and margin based taxes and taxes measured by the value of owned or leased real, tangible or intangible property. In addition, a Party shall not be liable to the other Party for such other Party's local business license taxes on particular occupations.

C. To the extent that any of Carrier's activities pursuant to this Tariff produce or result in the generation of, or otherwise qualify for, any emission reduction credits, emission offset credits or bonus emission allowances (collectively, "Greenhouse Gas Credits"), and Shipper has paid for an allocable share of the costs of such activities pursuant to Item No. 14.A, then Shipper shall be entitled to receive, and Carrier shall obtain and convey to each Shipper, its allocable share of any such Greenhouse Gas Credits, to the extent permitted by applicable Law. Carrier shall, as soon as practicable following Carrier's obtaining knowledge, notify each Shipper of any New Tax applicable to such Shipper hereunder in order to afford such Shipper the opportunity to contest any such charges; and Carrier shall cooperate with Shipper in the event Shipper elects to do so.

Item No. 31. Title, Control, and Possession.

A. Title to Shipper's Petroleum Products will remain with Shipper at all times, subject to any lien in favor of Carrier created pursuant to the terms of a TSA or this Tariff or under Applicable Law.

B. Shipper will be in exclusive control and possession of Shipper's Petroleum Products until such Petroleum Products have been received by Carrier at the Receipt Points and after redelivery of the Petroleum Products by Carrier to Shipper or for Shipper's account at the Delivery Point.

C. Carrier will be in exclusive control and possession of Shipper's Petroleum Products between the Receipt Points and the Delivery Point.

Item No. 32. Indemnity.

Subject to Item No. 8, and except as provided in Item No. 31, the Party having responsibility for Shipper's Petroleum Products as provided in Item No. 31 will release, defend, indemnify, and hold harmless the other Party, its Affiliates, and its and their officers, employees, and agents from and against any and all liabilities related to (i) Shipper's Petroleum Products (excluding PLA), or (ii) personal injury, death, damage, pollution or contamination, or violation of or the need to comply with any Applicable Law, regulation, or other legal requirements, caused by Shipper's Petroleum Products deliverable or delivered to the Pipeline while such Petroleum Products were in the control and possession of such Party as set forth in Item No. 31, and **EACH PARTY WILL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITIES RELATED TO (A) PERSONAL INJURY, DEATH, DAMAGE, POLLUTION OR CONTAMINATION, OR VIOLATION OF OR THE NEED TO COMPLY WITH ANY APPLICABLE LAW, REGULATION, OR OTHER LEGAL REQUIREMENTS ARISING OUT OF SUCH PARTY'S PIPELINES, RELATED FACILITIES OR EQUIPMENT AND THE CONSTRUCTION, MAINTENANCE OR OPERATION THEREOF, OR (B) THE BREACH BY SUCH PARTY OF ANY REPRESENTATION OR WARRANTY OR COVENANT MADE BY SUCH PARTY UNDER THIS TARIFF OR A TSA, EXCEPT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE DIRECT NEGLIGENCE OF THE INDEMNIFIED PERSON.**

Exhibit "A"

Receipt Points; Delivery Points; Rates

From/Receipt Point	To/Delivery Point	Committed Shipper	Uncommitted Shipper
Citgo Refinery* **Nueces County, Texas**	**Corpus Christi Terminal** **Nueces County, Texas**	**[U]** $0.4626	**[I]** $0.4418
Origin Junction **Nueces County, Texas**	**Corpus Christi Terminal** **Nueces County, Texas**	**[U]** $0.4626	**[I]** $0.4418

*Carrier may use third-party pipeline capacity in connection with transportation from this Receipt Point.