

ILL. C.C. No. 56
(Cancels ILL. C.C. No. 50)

WEST SHORE PIPE LINE COMPANY

LOCAL PIPE LINE TARIFF
Applying On The Intrastate Transportation Of
CRUDE PETROLEUM
As Defined Herein

From Points in
ILLINOIS
To Points In
ILLINOIS

Shipments transported under this Tariff are entitled to such transit privileges and subject to the rules and regulations published herein. The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

ISSUED: MAY 26, 2011

EFFECTIVE: JULY 1, 2011

Issued by:
J. C. Andrews
President
WEST SHORE PIPE LINE COMPANY
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TABLE OF RATES

In Cents per U.S. Barrel of Forty-Two (42) U.S. Gallons

FROM	TO	RATE
Lockport (<i>Will County</i>), IL	Lemont (<i>Will County</i>), IL	[I] 3.98

EXPLANATION OF REFERENCE MARKS

[I] Increase

[W] Change in Wording Only

RULES AND REGULATIONS

Crude Petroleum will be transported through Carrier's facilities only as provided in these rules and regulations.

Item	SUBJECT	RULES AND REGULATIONS
1	DEFINITIONS	<p>As used in these rules and regulations, the following terms have the following meanings:</p> <ul style="list-style-type: none"> a. "Barrel" means forty-two (42) United States gallons at 60 degrees Fahrenheit and zero gauge pressure. b. "Batch" means a quantity of Crude Petroleum moved through the pipeline as an identifiable unit. c. "Carrier" means West Shore Pipe Line Company and other pipeline companies concurring in tariffs making specific reference hereto by ICC number. d. "Consignee" means the party to whom a Shipper has ordered the delivery of Crude Petroleum. e. "Shipper" means the party who contracts with the Carrier for shipment of Crude Petroleum under the rules, regulations and rates of this tariff and other tariffs making specific reference hereto by ICC number. f. "Tender" is an offer by a Shipper to the Carrier of a stated quantity of Crude Petroleum for transportation from an origin to a specified destination in accordance with these rules and regulations. g. "ICC" means Illinois Commerce Commission. h. "Crude Petroleum" is the direct liquid hydrocarbon production of wells, or a mixture of any such direct liquid with Indirect Products as defined in 1.i. i. "Indirect Products" are the liquid products resulting from the operation of gasoline recovery plants, gas recycling plants, condensate or distillate recovery equipment in oil or gas fields, or a mixture of these products. j. "No." means number.
2	SPECIFICATIONS	<p>Crude Petroleum will be accepted and transported only on the following conditions:</p> <ul style="list-style-type: none"> a. No Crude Petroleum will be accepted for transportation except good merchantable crude which has an API gravity of not less than twenty degrees (20°); a vapor pressure of not more than fifteen (15) pounds absolute at one hundred degrees (100°) Fahrenheit; basic sediment, water and other impurities of not more than one percent (1%) above a point four (4) inches below the pipe connection with the tank, tank truck, or vessel; pour point of not more than forty degrees (40°) Fahrenheit; sulfur by weight of not more than one and one half (1.5) percent; viscosity of not more than sixty (60) seconds Sayboldt Universal at one hundred degrees (100°)

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		<p>Fahrenheit; temperature of not more than one hundred twenty degrees (120°) Fahrenheit; and compatibility with Crude Petroleum transported as provided in Item 5.b. Carrier may require Shipper to furnish laboratory reports of tests of Crude Petroleum tendered certifying that these specifications are met. Crude Petroleum, which does not meet these specifications, will be accepted for transportation only in accordance with Item 2.d.</p> <p>b. No Crude Petroleum will be accepted for transportation unless it is readily susceptible of transportation through Carrier's existing facilities and will not materially affect the quality of other Crude Petroleum regularly transported, when commingled or intermixed with such other Crude Petroleum.</p> <p>c. No Crude Petroleum will be accepted for transportation except on condition that Carrier shall not be liable to Shipper or Consignee for any change, including changes in gravity or quality, which may occur from commingling or intermixing such Crude Petroleum with other Crude Petroleum in transit. Carrier shall not be obligated to deliver to Consignee the identical Crude Petroleum accepted from Shipper but will deliver to Consignee a grade of Crude Petroleum as nearly like the grade of Crude Petroleum received from Shipper as Carrier is regularly transporting as a common stream to the intended destination of the shipment.</p> <p>d. Crude Petroleum which does not meet the requirements of Item 2.a.-2.i. will be accepted for transportation only if Carrier has available facilities to transport such Crude Petroleum as a Segregated Batch, and if such Crude Petroleum is readily susceptible of transportation through Carrier's existing facilities without material disadvantage to other Shippers and/or the Carrier and if such Crude Petroleum is made available at a single origin point in a quantity which equals or exceeds ten thousand (10,000) barrels. Carrier shall not be liable for any change, including changes in gravity or quality, of any such Crude Petroleum accepted for transportation. Carrier will impose an additional charge as provided in Item 10 for viscous crude but such crude petroleum will not be accepted for transportation if its viscosity exceeds 400 SSU at 100°F without prior written approval by Carrier. Shipper may be required to furnish suitable buffers to accompany a Segregated Batch of Crude Petroleum.</p> <p>e. Indirect Products will be accepted and transported as a mixture with Crude Petroleum, provided the vapor pressure of the resulting mixture does not exceed that permitted by Item 2.a.; and</p> <p>f. Indirect Products will be accepted and transported when and where Carrier has available facilities with which to mix such Indirect Products with Crude Petroleum at or prior to the arrival of such Indirect Products at a working tank which is vented to the atmosphere; and</p> <p>g. Indirect Products will be accepted and transported when and where Carrier has such Crude Petroleum in its custody consigned to the same Consignee and destination as the Indirect Products, with which the Indirect Products can be mixed; and</p> <p>h. Direct and Indirect Products will be measured and tested separately for determining volumes accepted by Carrier, such measurements to be made in accordance with Item 6; and</p> <p>Mixtures will be accepted, transported and delivered as Crude Petroleum only. Nothing in this rule is to be construed to waive the provisions of Item 2.a.-2.d. of this tariff or to require Carrier to receive, transport, and deliver unmixed Indirect Products.</p>
3	MINIMUM TENDER	<p>The minimum quantity of Crude Petroleum that shall be accepted for transportation by Carrier at point of origin, or delivered by Carrier at destination point, depends upon Carrier's facilities at origin and destination.</p>
4	SCHEDULING OF SHIPMENTS	<p>Any Shipper desiring transportation of Crude Petroleum under the provisions of this tariff will, on or before the 10th day of the month, submit to the Carrier a notice of intent to ship stating the quantity of Crude Petroleum to be shipped during the following month. Unless such notification is made the Carrier will be under no obligation to accept Crude Petroleum for transportation.</p>

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5	ORIGIN AND DESTINATION FACILITIES	<p>a. Carrier will provide only such facilities at points of origin or destination as it considers necessary for operation of the pipeline. Carrier does not provide storage and as such, Crude Petroleum will be accepted for transportation only when Shipper has provided facilities, including storage, satisfactory to Carrier.</p> <p>b. Where Shipper elects to deliver Crude Petroleum to the Carrier at point of origin through automatic custody transfer facilities (in lieu of tankage), the automatic measuring and sampling facilities and the design, construction, and calibration of such facilities must be approved by the Carrier and any appropriate regulatory body. In the event automatic custody transfer is made, the Shipper shall also furnish whatever pumping service is necessary to insure that the Crude Petroleum being delivered to the meter is at a pressure sufficient to allow for accurate measurement.</p>
6	MEASURING, TESTING AND VOLUME CORRECTION	<p>a) Crude Petroleum tendered to the Carrier shall be measured and tested by representatives of the Carrier or by automatic equipment approved by the Carrier at origin and at destination. The Shipper shall have the privilege of being present or represented at such measuring or testing. Quantities will be determined from correctly compiled tank tables or by Carrier approved automatic equipment and adjusted to the temperature of sixty degrees (60°) Fahrenheit. Where measurement is made by meters, a further correction will be made for pressure in accordance with API Standard 1101 (Measurement of Petroleum Liquid Hydrocarbons by Positive Displacement Meter). Deductions will be made for the actual percent to the nearest one-tenth of one percent (.1%) of basic sediment, water and other impurities as the centrifuge or other tests as agreed upon may show, and the net balance shall be the quantity of Crude Petroleum accepted or delivered, unless delivery is batched and where Carrier provides no custody transfer receipt meter or custody transfer delivery meter then the measurement shall not be corrected for basic sediment, water and other impurities.</p> <p>b) When Indirect Products are received by Carrier from pressure vessels and measurements are made by tank gauges a further adjustment will be made to cover evacuation losses if a gas blanket at or in excess of the vapor measures of the liquid is not used.</p> <p>c) Crude Petroleum quantities will be adjusted at destination to allow for inherent losses or gains, including shrinkage, measurement, evaporation and interface losses. These losses or gains will be allocated monthly among Shippers in the proportion that the total number of barrels received into a line segment for each Shipper bears to the total number of barrels received into that line segment for all Shippers.</p>
7	LEINS AND UNPAID CHARGES	Crude Petroleum will be accepted for transportation only when free from all liens and charges.
8	TRANSPORTATION CHARGES	Transportation charges will be assessed and collected at the rates in effect on the date the Crude Petroleum is received and on the basis of the number of Barrels of Crude Petroleum actually delivered at destination or storage-in-transit point after volume temperature corrections as provided for in Item 6.
9	PAYMENT OF TRANSPORTATION AND OTHER CHARGES	<p>The Shipper or Consignee shall pay the transportation and all other lawful charges accruing on Crude Petroleum tendered for shipment and, if required, shall pay the same in advance of transportation or before delivery, or furnish guaranty of payment satisfactory to Carrier. Payment of such charges shall be made in accordance with invoice terms and these rules and regulations. The Carrier shall have a lien on all Crude Petroleum in its possession belonging to the Shipper to secure payment of all unpaid charges due from such Shipper, and may withhold such Crude Petroleum from delivery until all such unpaid charges shall have been paid. If said charges shall remain unpaid 30 days after the date set for payment in Carrier's invoice to Shipper, or, in the absence of unpaid charges, when there shall be a failure to take the Crude Petroleum at the destination point, the Carrier shall have the following options, in its sole discretion:</p> <p>a. Carrier may store Shipper's Crude Petroleum in its possession and charge Shipper the per diem storage rate for whatever storage it can secure until Shipper or Consignee pays all charges and/or takes delivery, whichever is applicable.</p> <p>b. Carrier may sell Shipper's Crude Petroleum in its possession for cash at public auction at its office in Arlington Heights, IL after giving notice of the time and place of</p>

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		<p>sale and the quantity of Crude Petroleum to be sold. The Carrier may be a bidder and a purchaser at such sale. From the sale proceeds, the Carrier may pay itself all charges, expense of notice and sale, and storage and maintenance costs, and the balance shall be held for whomsoever may be entitled thereto.</p> <p>c. In circumstances in which Carrier can secure no storage facilities or other means of holding and maintaining Shipper's Crude Petroleum, and inability to deliver Crude Petroleum will cause a shutdown of a line segment of the Carrier's transportation facilities, Carrier may, without notice but in the most commercially reasonable manner as is possible under the circumstances, dispose of Shipper's Crude Petroleum. If such disposal shall result in proceeds after payment of Carrier's charges and expenses, proceeds shall be held for whomsoever may be entitled thereto. If such disposal does not result in proceeds, Shipper and Consignee shall remain liable for all charges due to Carrier and expenses incurred by Carrier.</p>
10	RECONSIGNMENT	<p>Reconsignment may be made without charge if requested in writing by the Shipper or Consignee prior to delivery at original destination, subject to the rates, rules and regulations applicable from point of origin to point of final destination, provided the then current pipeline operations of the Carrier will permit such reconsignment.</p>
11	PIPEAGE CONTRACTS REQUIRED	<p>Separate pipeage contracts, in accordance with this tariff and these rules and regulations, covering further details, may be required of the proposed Shipper before any duty of transportation shall arise.</p>
12	PRORATION OF PIPE LINE CAPACITY	<p>When the total volume offered for shipment in accordance with Item 3 is greater than can be transported within the period covered by such offers, Crude Petroleum offered by each Shipper for transportation will be transported in such quantities and at such times to the limit of Carrier's capacity so as to avoid discrimination among Shippers.</p>
13	LIABILITY OF CARRIER	<p>While in possession of any of the property herein described, Carrier shall not be liable for any loss thereof, or damage thereto, or delay caused by the Act of God, the public enemy, quarantine, authority of law strikes, riots, or the act of or default of Shipper or Consignee or from any other cause not due to the gross negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In such cases, the Shipper shall stand the loss in the same proportion as the amount accepted for transportation and actually in Carrier's custody bears to the whole of the property of all Shippers in the system of Carrier at the time of such loss and shall be entitled to receive only such portion of the Shipper's shipment as is left after deducting a due proportion of the loss, as above stated. Statements of the loss, ascertained and computed from the records of the Carrier and in the usual manner by Carrier, are to be accepted as prima facie correct in the distribution of such losses under this rule.</p> <p>Carrier will not be liable for discoloration, commingling, contamination or deterioration of Crude Petroleum transported unless such discoloration, commingling, contamination or deterioration is caused by the gross negligence of Carrier. Normal commingling which occurs between Batches will be divided as equitably as possible among the Shippers participating in the Batches causing the commingling.</p>
14	CLAIMS, SUITS, TIME FOR FILING	<p>As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after the delivery of the Crude Petroleum or, in case of failure to make delivery, within ten (10) months after receipt by Carrier and suit shall be instituted against Carrier within two (2) years and (1) day from the day when the notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof as specified in the notice. When claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable and such claims will not be paid.</p>
15	STORAGE IN TRANSIT	<p>No provisions are made on the pipeline for in transit storage for Crude Petroleum by the Carrier.</p>

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16	CHARGES FOR SPILL COMPENSATION ACTS AND REGULATIONS	In addition to the transportation charges and all other charges accruing on Crude Petroleum accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against the Carrier in connection with such Crude Petroleum by any federal, state, or local government or agency which levies a tax, fee, or other charge on the receipt, delivery, transfer, or transportation of such Crude Petroleum within such government's jurisdiction for the purpose of creating a fund for the prevention, containment, and/or removal of spills and/or reimbursement of persons sustaining loss or damage therefore, and/or preparation for response to spills.
17	CONSENT TO DISCLOSURE	As a condition precedent to transportation by Carrier, Shipper and Consignee hereby consent, in accordance with 49 U.S.C. § 15(13), to the disclosure of information concerning the nature, kind, quantity, destination, Consignee or routing of the Crude Petroleum to be transported, to Carrier's directors, officers, agents, employees, independent contractors, consultants, accountants, attorneys and others insofar as said information may be necessary or useful for the safe, efficient and economical operation of the pipeline.
18	APPLICATION OF RATES FROM OR TO INTERMEDIATE POINTS	<p>a. For shipment of Crude Petroleum from any point of origin from which a rate on a given shipment to a given destination and via a given route is not named in Carrier's tariffs, which point is intermediate to a point from which a rate on said shipment is published in Carrier's tariffs via a route through the intermediate point over which such rate applies to the same destination, apply from such intermediate point to such destination and via such route the rate in Carrier's tariffs on said shipment from the next point beyond from which a rate is published on that shipment to the same destination via the same route.</p> <p>b. For shipment of Crude Petroleum to any point of destination to which a rate on a given shipment from a given point of origin and via a given route is not named in Carrier's tariffs, which point is intermediate to a point to which a rate on said shipment is published in Carrier's tariffs via a route through the intermediate point over which such rate applies from the same point of origin, apply to such intermediate point from such point of origin and via such route the rate in Carrier's tariffs on said shipment, to the next point beyond to which a rate is published on that shipment from the same point of origin via the same route.</p>