



West Shore Shippers Manual

West Shore Pipe Line Company

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Tariffs

FERC 71.19.0 – West Shore Rates

ILCC 76 – West Shore Crude

ILCC 75 – West Shore Products (Illinois to Illinois)

RS 34 – Rates (Wisconsin to Wisconsin)

WEST SHORE PIPE LINE COMPANY
TARIFF RATE SUMMARY FOR ILLINOIS AND WISCONSIN DESTINATIONS
(Cents per Barrel)

Rates effective 1/1/2019

(If applicable, any subsequent tariff filings will have precedence over these listed rates.)

DESTINATION LOCATION	RECEIPT LOCATION					
	EAST CHICAGO, INDIANA (LAKE COUNTY)	HAMMOND, INDIANA (LAKE COUNTY)	DES PLAINES, ILLINOIS (COOK COUNTY)	LEMONT, ILLINOIS (WILL COUNTY)	LOCKPORT, ILLINOIS (WILL COUNTY)	ROMEDEVILLE, ILLINOIS (WILL COUNTY)
ILLINOIS						
Argo	51.62	-	-	48.48	-	-
Busse (Des Plaines)	-	58.05	-	-	-	54.17
Des Plaines	58.05	-	-	54.17	-	-
Harlem Avenue	56.20	-	-	53.02	-	-
Lemont ⁽¹⁾	-	-	-	-	5.24	-
O' Hare Terminal	-	-	21.89	-	-	-
Rockford Airport	100.15	-	-	90.50	-	-
Rockford	110.84	-	-	104.08	-	-
WISCONSIN						
Granville	-	55.45	-	-	-	55.45
Madison	105.29	-	-	103.40	-	-
Mitchell Field	-	55.45	-	-	-	55.45

(1) Lockport to Lemont rate is for Crude Petroleum

2. NOMINATING AND SCHEDULING

2.1 NOMINATING PROCEDURES

All shippers are required to submit a monthly nomination of shipments to each location on West Shore Pipe Line Company. West Shore uses an online Shipper Information System (Transport4). Nominations should be submitted via Transport4 no later than 23:59pm (Eastern) on the 10th day of the month proceeding the month of scheduled shipment. Requests for shipments received after the 10th day of the month will be handled on a best-efforts basis only.

To obtain access to Transport4 for the first time, submit an email request to: info@transport4.com.

Required Nomination Data

Batch Information

1. Shipper - Automatically filled by Transport4 unless you are a company agent for multiple Shippers. Shipper codes can be found on the T4 website.
2. Product – Product codes can be found in section 6.4
3. SCD – Special Carrier Designation for the Pipeline system. SCD codes can be found in section 6.3 Batch and Ticket Numbers.

Note: Only one Batch Id is generated for each nomination entry. Do not try to submit multiple origins as one nominations entry. You must have separate nominations for each origin.

West Shore Pipe Line Company uses an automatic batch assign process to complete the batch information based upon the supplied requested event date. Batch calendar information for West Shore Pipe Line Company can be found on Transport4 by selecting the CCIM button followed by selecting West Shore's logo

1. Cycle desired (Transport4 automatically furnishes the cycle based upon the first receipt event's requested date.)
2. Phase desired (Shipper can choose their phase or allow Transport4 to automatically furnishes the phase based upon the first event's requested date.)

Event Information (See Table 2.1 for average in-transit times.)

1. Event Type (Each nomination has, at a minimum, one receipt and one delivery event.)
2. Vol (Volume is specified as 25.0 or 25000. You must select the correct units.)
3. Units (Select Mbarrels or Barrels. West Shore does not use Gallons.)
4. Loc (Location Codes can be found in section 6.5, Uniform Codes)

5. S/C (Supplier/Consignee – The S/C for a receipt event is the supplier and the S/C for a delivery event is the consignee of the batch. The S/C is not a required field. Use this field to specify a party who has ownership of the commodity yet does not own the terminal from/to which the commodity will lift or deliver.)
6. Tnk (The Tanker is the tankage party from which the commodity will originate or to which it will deliver. Upon initial entry of a nomination, only delivery event tankers are required. Prior to the batch lifting to the pipeline, receipt event tankers need to be entered into Transport4.)
7. Add TPT (Third Party Ticket. Currently, this field is not processed in West Shore's internal system.)
8. Requested Event date (Requested event dates for delivery events should be supplied for all nominations.)

Nomination Validation

Transport4 validates the submitted nomination data if the following rules are met:

1. The product code must be a valid product code for West Shore.
2. The total receipt volumes must equal the total delivery volumes.
3. All receipt events must have a requested event date.
4. All delivery events must have a valid tanker.
5. Transport4 will only accept valid tankers for the specified locations.
6. Must enter SCD code. The SCD for West Shore is "S". The SCD for Badger is "B".
7. The locations specified are valid locations for SCD "S" or for SCD "B".
8. All S/C's must be a valid supplier or consignee on West Shore.

2.2 SCHEDULING PROCEDURES

Nominations Notification

Nominations received through Transport4 will be reviewed for requested receipt event date accuracy and subsequently approved by a Transportation Department scheduler. The scheduler can reject the nomination through Transport4.

Changing a Nomination

Any nomination can be changed in the Transport4 system by querying for the specific nomination and performing the necessary changes to the event data. The batch data (Shipper – Product – Cycle/Phase/SCD) cannot be changed in Transport4. All nomination changes are automatically pushed to the Transportation's Scheduling system where they will be processed and scheduled. It is at the discretion of the Transportation Department to accept or reject this change or any nomination that does not comply with West Shore's business rules as stated in our published FERC tariffs.

Confirmation of Receipt Tanker

It is the responsibility of the Shipper (not the supplier or trading company) to enter the Tanker and/or Supplier/Consignee into Transport4 for the origin of the product. The Transportation Department must receive a confirmation of product source a minimum of three (3) working days prior to the requested receipt date. Any batch that does not have a confirmed source of supply may be taken out of nomination. It will be the Shipper's responsibility to re-nominate for a later cycle. Confirmation of supply source will include the following:

1. Tanker – the refinery, terminal or connecting carrier where the product will become available.
2. Supplier – the refinery, terminal stockholder or connecting carrier Shipper account (not required).

Transport4 provides an easy and convenient method of confirming the supply source. The Transportation Department, through the Computer-Aided Scheduling system, pushes carrier accepts and rejects statuses to Transport4 upon acknowledgment of a change. It is at the discretion of the Transportation department to accept or reject any changes to nominations.

Receipt Coordination

After the Shipper has confirmed the Tanker for a shipment, the Transportation Department will then confirm the transaction with the designated terminal by providing a receipt schedule via Transport4. Terminal employees can be setup in Transport4 to access schedules, which pertain to their specific locale. The Transport4 user can select these options along with Push options to automatically send schedules from one (1) to three (3) times a day.

Terminal Delivery Schedule

The terminal delivery schedule will confirm a shipment's delivery time to within a 2 to 3 hour range. This schedule is sent to local delivery locations via Transport4.

Daily Lifting and Delivery Orders

Transportation personnel coordinate the daily operating information with our Control Center and field personnel. The Control Center personnel and/or field personnel then work with the Tanker operators to complete the actual movements.

2.3 TICKETING

Tickets are prepared by our Control Center and will be provided to the Shipper, the Tankers, and the Suppliers/Consignees via Transport4. The Transport4 user can select

Push options, which will automatically supply an email or a fax. See Transport4 for more information.

2.4 THIRD PARTY TICKETS

Third party tickets (TPT) will be managed through Transport4. It will be the responsibility of the Shipper to assign a TPT to a ticket. The TPT must be a valid company on Transport4. This service will be provided for a nominal fee.

2.5 PIPELINE ALLOCATION

During periods of pipeline allocation, West Shore scheduling will adhere to its published Proration Policy. Under normal non-allocated operating conditions, West Shore makes every reasonable effort to be flexible and accommodate requests from shippers for nomination, schedule, and volume changes. Unfortunately, when a system is over-nominated and forced into proration, the Carrier can no longer accommodate additional nominations. It has always been West Shore's policy to conform to common carrier laws and regulations that require offering all shippers equitable and non-discriminatory access to our pipelines. To operate in a fair and equitable fashion requires that if we accommodate a change for one shipper, we must be able to accommodate the same change for any and all other shippers requesting it, therefore during periods of Allocation, changes will be limited to the following:

Changes that will be accommodated During Periods of Allocation:

- Reductions in batches.
- Minor batch timing changes that can be accommodated within the same cycle.

Changes that will not be accommodated During Periods of Allocation:

- Any change that would allow a shipper to exceed their allocated nomination for any pipeline, product, origin, or set of destinations.
- Source shifting that would allow a shipper to exceed their allocated nomination for any origin.
- Destination shifting that would allow a shipper to exceed their allocated nomination for a set of destinations.

2.6 PRORATION POLICY

During any period of time when the aggregate volume of petroleum products to be received and / or transported by West Shore exceeds the available capacity, space in West Shore's facilities shall be equitably allocated among all shippers in compliance with West Shore's obligations under Part 1 of the Interstate Commerce Act, as amended, and the following Proration Policy:

Definitions

1. "Allocation" means the pipeline capacity, expressed either in average barrels per day or total barrels, which Carrier apportions to a given Shipper during the period of proration.
2. "Base Period" means that period within which actual deliveries made for the account of a Shipper to terminals, connecting carriers and refineries at particular locations moved through the line segment or facility being prorated are taken into account for purposes of prorating pipeline capacity. It will consist of a continuous moving base of 12 consecutive calendar months beginning 14 months prior to the period of proration and ending 2 months preceding the period of proration. Such base period may include intervals when no proration is in effect.
3. "Binding Nomination" means the final Nomination tendered by a Shipper for a prorated line segment or facility after being advised that said line segment or facility is over nominated and subject to proration.
4. "New Shipper" means (1) a Shipper which does not qualify as a Regular Shipper but does satisfy the shipping requirements of West Shore's Rules and Regulations Tariff. At the end of 14 consecutive calendar months from the beginning of the first month in which a New Shipper begins using any segment or facility of the Carrier's pipeline system (whether prorated or not), it will become a Regular Shipper and the actual volumes delivered for its account over the pipeline segment or facility being prorated will become the basis for pipeline capacity allocation in the same manner as for other Regular Shippers. Or (2) a Shipper who has not shipped any volumes in the prorated segment or facility or any volumes in any non-prorated month during the base period.
5. "Regular Shipper" means a Shipper which: (1) has used the pipeline segment subject to allocation during at least one month of the base period, and (2) does not meet the definition of "New Shipper", and (3) has volumes nominated for its account on the prorated segment or facility during the period of proration. If a Shipper, that would otherwise be classified as a New Shipper, has a volume history in the prorated

segment or facility such that calculating Shippers Allocation classifying the Shipper as a Regular Shipper results in a larger allocation than if that Shipper were classified as a New Shipper, said Shipper will be classified as a Regular Shipper.

Use of Standard Base

Where appropriate, Carrier will, at its option, convert Commodities of differing flow rate characteristics to a standard base.

Allocations for Regular Shippers

Carrier will, without liability, allocate available pipeline capacity for any period in which Nominations exceed available capacity in accordance with the following procedures, proceeding to each succeeding step only if the Nominations continue to exceed available pipeline capacity.

1. Nominations not submitted using the Carrier's electronic commerce and communications system or submitted after the 10th day of the month will be rejected, unless the Carrier has specifically instructed the Shipper to submit Nominations by another means or by a later date.
2. When, it is determined that insufficient capacity is available to accommodate all valid timely, and properly submitted Nominations, Carrier will notify via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a Nomination for the affected line segment or facility. Each affected Shipper will then have a period of two business days to reduce its Nomination. No increased nominations will be accepted. In the event that the Carrier has determined that more than one line segment or facility of the same pipeline system will be prorated, affected shippers may resubmit or adjust nominations on all of the prorated segments on the same pipeline system so long as the shippers total adjusted nominated volumes on all of the affected segments do not exceed the original total nominated volumes on all of the affected segments. Each affected Shipper may adjust its Nomination using the Carrier's electronic commerce and communications system (unless otherwise instructed by the Carrier) to edit or change its Nominations during this period. If no changes are made by shipper, the existing nominations will be considered the Binding Nominations. No new and/or additional nominations will be accepted after the binding nomination request. If, after all nomination adjustments are obtained, the line segment remains over-nominated, Carrier will allocate the affected line segment. Upon completion of Allocation, each shipper will be notified of their allocated volume. Each shipper will be given two business days to adjust their binding nominations to meet their allocated volume. At 12:01am on the third business day following the day notification was made to Shippers, any Shipper that has not adjusted

their Nominations to meet their allocated volumes shall be subject to a penalty charge of \$1,000 plus \$0.05 per barrel of overstatement.

3. If Nominations continue to exceed available capacity, Carrier will review all receiving and delivery facilities to determine if any are incapable of injecting or receiving at Carrier's existing flow rates or throughput rates, and if there are such restricted facilities, Shippers using them will be subject to reduction of up to 100 percent of the quantity nominated from or to the restricted facility, as necessary to equate total Nominations to available pipeline capacity. If more than one receipt or delivery facility is restricted from injecting into or receiving from Carrier at less than Carrier's existing flow rates or throughput rates, Nominations from or to such facilities will be allocated in order of their actual capability, with the facility able to inject or receive at higher rates taking priority over those capable of lesser rates. Nominations from or to facilities that can inject or receive at carrier's existing flow rates or throughput rates, or greater will all be given equal priority. Carrier reserves the right to adjust allocations at restricted facilities in order to maximize total available pipeline capacity and throughput. Shippers will be notified of the proration of Nominations made from or to the restricted facility and will be permitted to re-nominate those volumes to another unrestricted facility prior to further allocation.
4. If Nominations continue to exceed available pipeline capacity, the percentage of pipeline capacity to be allocated to each Regular Shipper will be calculated by using data from the applicable base period and dividing the shipments made for the account of each Regular Shipper by the total shipments made for all Shippers during the base period. The resulting percentages will then be applied to the line segment or facility capacity to determine capacity allocation for each Regular Shipper. Each Regular Shipper will receive the lesser of its actual Nominations and its allocation resulting from the above calculation. In the event any Shipper(s) is (are) allocated more capacity than its (their) nominated requirements, the excess of its (their) allocation(s) over its (their) Nominations will be reallocated among all other Shippers in proportion to their base period history. Allocations for Regular Shippers will be subject to reduction if required to accommodate New Shippers.

Allocations for New Shippers

Unless more capacity is required for Regular Shippers in Section (F), up to two and one-half percent (2.5%) of available capacity will be made to each new shipper subject to a total of ten percent (10%) of available capacity for all new Shippers. Commodities nominated by a New Shipper during periods of proration not caused by unusual market conditions will be allocated pipeline capacity as follows:

If less than four (4) new shippers have submitted nominations for the affected facility or segment, each shipper will be allocated the lesser of either two and one-half percent (2.5%) of available capacity or their nominated volume. In the event that more than four (4) new shippers have submitted nominations for the affected facility or segment, the nominated volumes for each New Shipper shall be totaled and divided into ten percent (10%) of the available pipeline capacity. The resulting percentage shall be the initial New Shipper Proration factor. Each New Shipper will be allocated pipeline segment or facility capacity equal to the lesser of:

- (a) (2.5%) of available capacity,
- (b) its nominated volumes,
- (c) its nominated volumes multiplied by the initial New Shipper proration factor.

Any remaining pipeline segment or facility capacity will be allocated to Regular Shippers as set forth in Section (C). If there remains available pipeline capacity after New Shippers have been allocated capacity in accordance with the preceding paragraphs of this Section, and after Regular Shippers have received allocations equal to one-hundred per cent (100%) of their nominated volumes, the remaining available pipeline capacity shall be allocated to New Shippers using the same process as used for Regular Shippers in Section (C).

Penalties for Failure to Utilize Allocated Space

If a Shipper tenders a volume greater or equal to Eighty-five percent (85%) of its Prorated Binding Nomination, then such a Shipper shall be invoiced based on its delivered volumes. If a Shipper tenders less than eighty-five percent (85%) of its Binding Nomination, then Shipper shall be invoiced for its delivered volumes for that period, plus a charge equal to:

[Eighty-five percent (85%) of Prorated Binding Nomination less
The actual volumes delivered] times
The applicable current tariff rate.

Charge will be waived when deliveries were reduced at the request of the Carrier, or where Carrier operational problems prevented full receipt or delivery of barrels tendered by shipper.

Allocation of Additional Capacity After Calculation and Notification of Prorated Binding Nominations

In the event that additional space or capacity become available on the prorated segment or facility due to the cancellation of nominations by another shipper, earlier than scheduled completion of maintenance, restoration, or repair work, or other such event, the Carrier may elect to offer that newly available or additional space to shippers. Carrier will notify each Shipper that has tendered a Nomination for the affected line segment or facility. Notification will be made via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier. This

notification will advise shippers of the availability of the additional space and all pertinent details and conditions for tendering additional volumes to be shipped in the additional space. As part of the notification, Carrier will advise shippers of the means by which shippers should submit requests for use of the additional space, and the deadline by which all such requests must be submitted to the Carrier. The deadline for submitting requests to the Carrier will not be less than twenty-four (24) hours after the notice or announcement concerning the availability of space is made. The minimum nomination volume for the lottery will be the minimum batch size

Carrier will allocate additional space on a lottery basis, using an unbiased, random, and non-discriminatory method to select (an) individual shipper request(s) from the pool of all requests submitted by the announced deadline. Carrier will continue to randomly select shipper requests from the pool of remaining requests until all of the additional space is allocated. In the event that a selected request is for a volume amount greater than the (remaining) available space, Carrier will allocate only the available space.

Upon notification to a Shipper by the Carrier that additional space has been allocated, the Shipper will have twenty-four hours to accept the additional space allocation by notifying the Carrier of the Shippers intent to accept that space and submitting an Allocated Binding Nomination for the additional space. In the event that a Shipper that is allocated additional space under the provisions of this section and fails to accept or declines to use the additional space, Carrier will continue to use a random selection lottery basis to pick from the pool of remaining requests, until all of the additional space is allocated. If a Shipper accepts the additional space but fails to utilize the space made available, they will be subject to the allocation deficiency rules in paragraph (F), above.

Eliminating a Cycle

In certain circumstances, it may be more efficient to eliminate an entire cycle of receipts and deliveries rather than allocating space on a system. In these situations, a poll of the active shippers will be conducted and a cycle can be eliminated upon a majority vote in favor of the action. Failing a majority of active shippers in favor of that action, the system will be allocated according to the paragraphs above.

General

In the event that calculation of a Shipper's allocated nomination results in a volume less than the required minimum batch size, Carrier will, on a non-discriminatory basis, at its option either round up the Shipper's nomination to the required minimum batch size or waive the minimum batch size requirement.

As delineated above, pipeline or facility capacity is allocated among Regular Shippers based upon historical usage. Inflated Nominations do not result in increased capacity allocation. In no event will any portion of an allocation granted either to a Regular Shipper or New Shipper be used in such a manner that it will increase the allocation for any other Shipper beyond what it is entitled to under the proration policy.

Nominations must be made in accordance with published tariff provisions, rules and regulations.

2.7 Average In-Transit Times

West Shore System

Destination Location	Receipt Location	
	Hammond (HM)	Romeo (RM)
Busse (US)	1	1
Granville (GT)	1-2	1-2
Mitchell Field (MF)	1-2	1-2

Badger System

Destination Location	Receipt Location	
	East Chicago (EV)	Lemont (LW)
Argo (AW)	1	1
Des Plaines (DD)	1	1
Harlem (HE)	1	1
Madison (MD)	2-4	2-4
Middlebury (MB)	2-3	2-3
O'Hare (OH)	1	1
Rockford (RS)	1-2	1-2
Rockford Airport (RI)	1-2	1-2

3. QUALITY ASSURANCE PROGRAM

West Shore Pipe Line Company utilizes a comprehensive Quality Assurance Program. The purpose of the Quality Assurance Program is to assure that petroleum products are moved through these pipelines with care and control, minimizing changes in the properties of the batches.

Product Receipt

West Shore's specifications and requirements for refined product receipts are summarized as follows:

Note: Different criteria and specifications may apply to *Crude Petroleum* Transport.

1. Refined Petroleum Products shall have an A.P.I. gravity at 60 Degrees Fahrenheit of not less than 25 Degrees and not more than 80 Degrees; have a viscosity not more than 4.3 centistokes at 100 Degrees Fahrenheit; have a vapor pressure not more than 15 P.S.I. Reid; and have a color not darker than No. 3 A.S.T.M. In addition, gasolines shall not have a Reid vapor pressure, oxygen content or benzene content in excess of the "applicable standard" as determined by the United States Environmental Protection Agency or any more stringent state requirement from time to time in effect.

This specification includes the products of petroleum commonly known as gasoline, kerosene, aviation turbine fuel, fuel oil distillate and diesel fuel.

2. For gasoline tendered for transportation, Shipper must inform Carrier of the percentage by volume and kind of any blending components used which are not pure hydrocarbons. The use of methanol and ethanol as blending components is prohibited.
3. Carrier shall have no obligation to accept Commodities for transportation if such Commodities contain water or other impurities.
4. West Shore will not accept incoming product with a temperature exceeding 100°F.
5. Refiners that supply product to West Shore through "in-line blending" must:
 - Supply an approximate gravity for the product
 - Certify that product will meet West Shore's listed quality specifications.
 - Provide for remediation of any product batches which fail to meet West Shore's listed quality specifications.

3.1 SEGREGATED RECEIPT QUALITY ASSURANCE

~~[W] Product will not be accepted for shipment unless key properties are determined and summarized in a Certificate of Analysis (CofA) prior to custody transfer. [W] It is a Shipper's responsibility to ensure that its Product meets the applicable quality specifications. West Shore may require Shippers to confirm that its Product meets the applicable quality specifications by providing key properties are determined and summarized in a Certificate of Analysis (CofA) prior to custody transfer.~~ This ensures that the required testing has occurred and provides critical, observable data about the batch. West Shore will closely monitor the batch for key parameters. This ensures that the batch is being properly handled by the supply facility and West Shore receipt point.

Specifically, the program includes the following components:

1. Prior to pumping, the supply facility must identify the tank or tanks from which the batch is to be supplied ~~[C] must indicate West Shore's batch number, and must possess specific test results for each tank comprising the batch.~~
2. The supply facility will maintain records for each batch and West Shore will monitor gravity during all receipts. If during a receipt, the API gravity varies outside of normal product criteria, or if the appearance, or other key properties are different than expected, the receipt will be shut down and investigated.
3. All supply facilities must have equipment in place whereby they can provide gravity and appearance of the stream as it is pumping. They will be expected to provide this information as needed, for example, if pipeline or delivery terminal testing indicates a quality issue.

Shippers and Suppliers are responsible for alerting West Shore prior to nomination and shipment of a segregated batch of product properties that could potentially cause health or safety issues during pipeline transportation or potentially contaminate other products in the system (for example, high corrosivity, presence of hydrogen sulfide, high particulate content, failing jet fuel thermal oxidation, or high haze/water content).

3.2 QUALITY CONTROL DURING TRANSPORTATION

Our Quality Assurance Program monitors every batch as it moves through our pipeline systems. The key components of our quality oversight are:

1. STREAM OBSERVATION

Each batch is monitored at every pipeline origin, breakout, and delivery point. Either continuous instrumentation or periodic manual checks observe, record, and communicate API gravity and temperature.

2. SAMPLING

Random samples may be taken throughout the pipeline system, including receipts points, pumps stations, breakout facilities and delivery points.

3. TESTING

Random samples may be tested for quality properties. Should any test detect product that is not approved by West Shore, we reserve the right to terminate the receipt. It is the Shipper's responsibility to make the necessary arrangements to dispose of all unacceptable product that has entered the West Shore System.

3.3 SPECIAL PROGRAMS

1. CRUDE PETROLEUM

- 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 deg); a vapor pressure of not more than fifteen (15) pounds absolute at one hundred degrees (100 deg) 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 deg) Fahrenheit; sulfur by weight of not more than one and one half (1.5) percent; viscosity of not more than sixty (60) seconds Saybolt Universal at one hundred degrees (100 deg) Fahrenheit; temperature of not more than one hundred twenty degrees (120 deg) Fahrenheit; and compatibility with Crude Petroleum transported as follows: 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 of an automatic custody transfer, the Shipper shall also furnish pumping services as necessary to insure sufficient pressure to allow accurate measurement and metering for Crude Petroleum being delivered. 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 1.d.
- 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.
- 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 Crude Petroleum received from Shipper as Carrier is regularly transporting as a common stream to the intended destination of the shipment.

- d. Crude Petroleum which does not meet the requirements of Item 1.a-1.c. 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 1.f for viscous crude but such Crude Petroleum will not be accepted for transportation if its viscosity exceeds 400 SSU at 100 degrees Fahrenheit without prior written approval by Carrier. Shipper may be required to furnish suitable buffers to accompany a Segregated Batch of Crude Petroleum.

2. PIPELINE DRAG REDUCING AGENT (DRA)

West Shore has used DRA for several years on certain line segments and has found the product to be very effective in providing increased pipeline capacity during periods of heavy demand. West Shore will use DRA as needed on all shipments except aviation products without prior notification to shippers. West Shore will limit the concentration of DRA to 15 ppm of polymer.

3. DETERGENT ADDITIVES

West Shore prohibits the use of Port Fuel Injector (PFI) and Intake Valve Detergents in all grades of gasoline. Under the EPA Detergent Additive Regulations, gasoline moved on West Shore Pipe Line systems is classified as "Base Gasoline - Not for Sale to the Ultimate Consumer."

4. MMT (Methyl-cyclopentadienylmanganese tricarbonyl)

West Shore prohibits the use of MMT octane enhancing additives in all grades of gasoline.

5. DCPD (Dicyclopentadiene)

Due to shipper concerns about gasoline performance, odor, stability, and health effects, any gasoline containing more than 0.50 wt.% of DCPD will not be accepted for shipment.

6. STATIC DISSIPATOR ADDITIVE (SDA), LUBRICITY IMPROVER OR CONDUCTIVITY IMPROVER

. The use of lubricity improver, static dissipator additive or conductivity additive is prohibited to prevent possible contamination of aviation fuel shipments.

7. BIOFUELS PROHIBITION POLICY

The use of biofuels, such as ethanol and biodiesel, is expressly prohibited. Any product containing biofuels will not be accepted for shipment.

8. RENEWABLE DIESEL

For certain designated Grade Codes (090, 093, 062), West Shore is allowing up to 5.0% Renewable Diesel to be present. Renewable diesel is a liquid fuel derived from 100% hydrotreated biomass that meets the registration requirements for fuels and fuel additives established by the EPA under Section 211 of the Clean Air Act and the requirements of ASTM D975. Fuel containing fatty acid esters (FAME, FAEE, or other esters) is prohibited. Hydrotreated renewable diesel is NOT considered biodiesel. All biodiesel remains prohibited on the pipeline.

9. NACE STANDARD

All products (except aviation grades (082) and crude grades) must meet a minimum level of corrosion protection, indicated by a minimum rating of B+ as determined by NACE Standard Test Method TM0172-2001 (Determining Corrosive Properties of Cargoes in Petroleum Product Pipelines).

4. OPERATING CONTROLS

4.1 Custody Transfer

Custody Transfer, the transfer of product from or to a Shipper, normally occurs at a point of measurement, e.g. through meters, or in the following manner:

Receipts - Custody of product is assumed by West Shore at the primary valve or valves within West Shore's receipt location.

Deliveries - Custody of product is transferred to the terminal owner at the terminal manifold within West Shore's delivery terminal.

4.2 Transmix, Product Contamination, Downgrades, and Buffers

In order to protect product integrity upon receipt and delivery, it often becomes necessary for West Shore to "cut" or separate the interface that is generated between batches of dissimilar products (e.g., gasoline and distillates). This material, which varies in volume and content depending upon the two products involved and their routing through the pipeline system, is commonly referred to as "transmix."

In all cases, transmix remains the financial responsibility of the Shipper. At some destinations, the Shipper must arrange for the availability of transmix storage facilities.

West Shore Facilities—General

In general, West Shore will act as the agent for transmix handling, transportation, and sale at facilities where transmix storage is available. Settlement will be made with shippers based on West Shore's settlement price and product loss allocation policies found in Section 5 (Accounting Procedures), as well as the Loss/Gain Equalization and Liability of Carrier provisions of West Shore's Tariff Rules and Regulations.

Transmix associated with other operating incidents deemed to be caused upstream of West Shore facilities, such as product contamination from manifolds, leaking valves, or piping, may be invoiced directly to the shipper or may be invoiced to the origin supplier who will then pass these costs on to the appropriate party or parties associated with the shipment depending on the circumstances of the incident. A representative of the West Shore Measurement and Quality Control Group will make determinations concerning the billing of operating incidents.

Transmix or Product Downgrades Resulting from Operational Incidents

The coordination of handling, transportation, storage, and disposition of transmix and management of product downgrades due to product contamination resulting from a West Shore caused operating incident are the responsibility of West Shore. As part of the West Shore Incident Prevention Program, the West Shore Measurement and Quality Control Group will perform root cause analysis to determine the cause of the product contamination, recommend operating changes to prevent future incidents, facilitate the

handling of the contaminated product with the involved shippers and tankers, and assign responsibility for the downgrade costs, in accordance with West Shore's settlement price and product loss allocation policies found in Section 5 (Accounting Procedures), as well as the Loss/Gain Equalization and Liability of Carrier provisions of West Shore's Tariff Rules and Regulations. The results of the root cause analysis and recommendations will be available to shippers associated with the batch.

Buffer

In the movement of Intermediate Petroleum Products (See Section 6.2) and other quality sensitive products, West Shore reserves the right to require the Shipper to provide buffer material of suitable kind and quantity as a means to protect the integrity of the batch. West Shore's Transportation Department will advise the Shipper of this requirement as it applies to specific movements.

4.3 Measurement

Metering and Tank Gauging are the methods utilized to determine the quantity of product received or delivered during custody transfer.

Metering

Custody transfer generally occurs by metering the product as it passes through West Shore's owned and operated facilities at origin and destination. West Shore commonly utilizes turbine (inference type) meters. These meters are mechanical devices subject to varying operating conditions; consequently the measurement data which they provide must be regularly checked or "proven." West Shore usually "proves" each of its custody meters at least once a month. In addition, a meter will be proven upon Shipper's request. West Shore will furnish to the Shipper a copy of the prover report and encourages the Shipper to be present at any requested or routine proving.

Measurement Tickets

A measurement ticket is the written acknowledgement and record that a receipt or delivery of material (custody transfer) has taken place. It also serves as an agreement between the authorized representatives of the parties in the transaction and determines quantities used for billing purposes.

West Shore has an automated ticketing system throughout its entire operation. All meter measurements are entered into computerized equipment that generates, on location, a properly adjusted measurement ticket. This ticket format is identical for receipt and delivery measurements.

Measurement Calculations

All measured quantities for custody transfer, inventory accounting and billing purposes are adjusted from gross (observed) volume to net (temperature adjusted) volume at 60°F in accordance with relevant API MPMS Chapters. This adjustment calculation, which utilizes temperature, pressure and meter correction factors, is recorded on the ticket.

5. ACCOUNTING PROCEDURES

5.1 CREDIT REQUIREMENTS

Credit is extended to Shippers provided that minimum financial requirements are initially met and that an acceptable financial posture and payment history is maintained

1. New Shippers

All prospective new Shippers are required to submit Form 5.1 "Request for Shipper Status."

Upon review by West Shore's Accounting Management, the prospective new Shipper will be informed of its acceptance or its rejection for credit extension and the relative credit limits imposed.

2. Existing Shippers

West Shore continually reviews the financial posture of its Shippers and reserves the right to limit credit availability to existing Shippers where financially prudent. Such limitations are generally negotiated between West Shore and the Shipper.

3. Prepay Status/Letter of Credit

For prospective new Shippers who do not submit the above information or do not meet West Shore's credit requirements, as well as existing Shippers who are no longer financially qualified, such Shippers may qualify for credit by providing a Letter of Credit from an acceptable financial institution. These arrangements should be made directly with West Shore's Accounting Department.

5.2 BILLING

1. Weekly Transportation Billing (See Example in Section 5.3)

Each Shipper receives four transportation invoices that identify all charges on all West Shore systems and companies.

A. Invoice

All current period charges are shown on the front page of invoice. If month-end, transportation and settlement charges will be shown on separate invoices.
See Page 1 of Ex 5.3

B. Statement of Account

West Shore does not routinely send a Statement of Accounts. Customer wishing a Statement of Account should contact revenue accounting on an “as needed” basis by email to BPLinvoicing@buckeye.com.

C. Transportation Charges

Transportation charges, billed four times per month, reflect rates published and filed with the Federal Energy Regulatory Commission and the Illinois Commerce Commission, multiplied by the net volume of barrels delivered during the respective period. A “Summary of Charges,” showing sub-totals by Delivery Location or Product Grade, is followed by the details of the Transportation Charges. The details of the charges are itemized by delivery location, product grade, ticket and batch. Additional information includes ticket date, origin, delivery company, barrels, tariff number, tariff rate and charge amount.

See Pages 2-6 of Example 5.3

In order to calculate transportation charges for segregated batches originating into the West Shore Pipe Line System, deliveries are matched to receipt based on the complete batch ID and batch sequence number.

Product received into the pipeline system during one period, but not delivered for the following period, will be included in transit inventory and not charged for transportation until delivery has been made. In the case of a filed change in tariff rate, the tariff in effect on the date the product is delivered out of the pipeline system will be used to calculate the transportation charges.

D. Monthly Settlement Billing (See Example in Section 5.4)

Each Shipper receives 1 settlement invoice that identifies all charges on all West Shore systems and companies related to gain or loss of product.

1. Settlement Charges

Settlement charges, billed at month-end, are the result of transit variations (the variance between physical and book inventories of product) multiplied by an appropriate settlement price. Positive transit variations (over deliveries) result in charges to Shippers, and negative transit variations (under deliveries) result in credit to Shippers. Settlement price basis is “Platt’s Oligram Price Report” quotation under the heading Product Price Assessments – Chicago Pipeline. More specifically, the monthly settlement price basis is an arithmetic average of the loq quotation price each day there is a

posting within a given month for the applicable product (as defined on the Settlement Price Basis table 5.5).The Settlement Charges

Physical Inventory at Beginning of month

- + Barrels Received into system
 - Barrels Delivered out of system
-

= Book Ending Inventory

Physical Inventory at End of month

- Book Ending Inventory
-

= Barrels "Over" and "Short" (i.e. Transit Variation)
X Settlement Price

= Settlement Charge (or Credit)

2. Product Loss Allocation

A product loss allocation assessment shall be added to the monthly settlement bill for long haul transportation movements of refined products (does not apply to crude volumes). The product loss allocation assessment is to proportionally distribute normal losses resulting from evaporation, downgrading of product and handling of transmix inherent in the operation of the pipeline. This assessment is made monthly in accordance with the "Loss/Gain Equalization" provision of the applicable Rules and Regulations tariffs, and is calculated by determining the total cost of product downgrades and volume variations divided by the associated total volume throughput for the month. The resulting cents per barrel assessment will be applied to each shipper's total actual monthly delivered volumes not otherwise subject to a product loss allowance. This assessment will be adjusted on a periodic basis to reflect actual experience.

3. Other Charges

Other miscellaneous charges may also be referenced on the invoice and in the billing package. These charges might include pumping fees, segregated batch fees, or other special charges.

4. Billing Schedule

There are four billing periods per month comprising three interim billing period and one final billing period. Interim billing periods end on Sundays at midnight. If the first Sunday falls on the fifth, sixth or seventh of the month, the first interim billing period will run through those days. If the first Sunday falls on the first, second, third or fourth of the month, such day(s) are included in the next interim billing period. Days remaining in the month after the third interim billing are invoiced as of month-end. Exceptions occur when the first Sunday of the month is on the fifth of the month and such month includes a holiday preceding that Sunday. In these cases, the first five days are included in the next billing period. See billing cut-off date schedules for this year and next year at the end of this section.

5. Billing Inquiries

All billing inquiries may be directed in writing to West Shore Pipe Line Company One Greenway Plaza, Suite 600 Houston, Texas 77046, Attention: Settlements Department or by email to BPLinvoicing@buckeye.com

WEST SHORE PIPELINE, L.P. - REQUEST FOR SHIPPER STATUS

Company Name:	
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ADDRESS & CONTACT INFORMATION

ADDRESS INFORMATION:	Street Address: (Line 1)	Street Address: (Line 2)	City:	State:	Zip Code:
Company Address: (Primary mailing address)					-
Billing Address: (If different than above)					-
Tariff Mailing Address: (If different than above)					-
CONTACT INFORMATION:	Name: (Last, First, Middle Initial)	Phone Number:	Fax Number:	Cell Phone:	E-mail Address:
Primary Business Contact: (Who authorizes shipments?)	, ,	() -	() -	() -	@ .
Accounts Payable Contact: (Who handles/pays invoices?)	, ,	() -	() -	() -	@ .
Primary Scheduling Contact: (Who schedules shipments?)	, ,	() -	() -	() -	@ .
Backup Scheduling Contact: (If we can't reach primary?)	, ,	() -	() -	() -	@ .
Tariff Contact: (To whom should we send tariff updates?)	, ,	() -	() -	() -	@ .

BANK REFERENCES & FINANCIAL INFORMATION Please list two bank references. Please attach / include a copy of complete audited financial statements for your most recently completed fiscal year.

Bank Name	Street Address:	City:	State:	Zip Code:	Contact Person:	Phone Number:
				-		() -
				-		() -

SHIPPING PLANS Please indicate systems where you plan to ship. We will authorize nominations and provide tariff updates only on systems checked. Volume information will be used to assess credit requirements.

West Shore P/L Systems:	Destination(s):	Monthly Volume:	West Shore P/L Systems:	Destination(s):	Monthly Volume:
<input type="checkbox"/> West Shore System		bbls.	<input type="checkbox"/>		bbls.
<input type="checkbox"/> Badger System		bbls.	<input type="checkbox"/>		bbls.
<input type="checkbox"/>		bbls.	<input type="checkbox"/>		bbls.
<input type="checkbox"/>		bbls.	<input type="checkbox"/>		bbls.
<input type="checkbox"/>		bbls.	<input type="checkbox"/>		bbls.

TAX & REGISTRATION INFORMATION

Jurisdiction:	Registration Requirement:	ID Number:	Location / Facility Name:	ID Number:
Federal (Required for all)	Taxpayer ID Number		If you expect to ship distillates, please supply your EPA designate & track facility ID numbers for any new delivery terminals, supply facilities or connections to the Buckeye system.	
Federal Distillate Entity	EPA Designate & Track ID			
New York State	Shipper Registration (if shipping in NY)			

INSTRUCTIONS

Please send completed form and supporting documentation <i>either via mail to:</i> Accounting Dept. Buckeye Partners, Five TEK Park, 9999 Hamilton Blvd., Breinigsville, PA 18031 <i>or via email to:</i> newshipper@buckeye.com	West Shore Pipeline uses Transport4 for pipeline nominations, schedules and other operational transactions. If you are not already registered with Transport4, please contact the T4 Help Desk at 888-844-9404. (See www.transport4.com for more information)
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Authorized Signature:

Title:

Date:

Revised 12/09



INVOICE WEST SHORE PIPELINE SYSTEMS

Business Address

One Greenway Plaza
Suite 600
Houston, TX 77046

ABC OIL CO.
EMAIL/FAX: ABC@ABCOIL.COM
FUEL SERVICES
123 ABC DRIVE
HOUSTON, TX 77046

INVOICE #: **ABC-123456**
ISSUED DATE: **08/12/2014**
INVOICE PERIOD: 8/1/2014 - 8/10/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 8/22/2014
TOTAL: **\$ 22,717.46**

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

ACCOUNT #: ABC

WIRE TO

Bank Name: Wells Fargo Bank
Company #0089
Houston, TX 77046
Account: West Shore Pipeline Company
Account #: 123456789
ABA #: 123456789

ACH TO

Bank Name: Wells Fargo
Houston, TX 77046
Account: West Shore Pipeline Company
Account #: 123456789
ABA #: 123456789

INVOICE SUMMARY

<u>CHARGE TYPE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>
SURCHARGES	9,375.14	\$493.13
TRANSPORTATION	53,330.40	\$22,224.33
		\$22,717.46



INVOICE WEST SHORE PIPELINE SYSTEMS

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One Greenway Plaza
Suite 600
Houston, TX 77046

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HOUSTON, TX 77046

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TOTAL: **\$ 22,717.46**

ACCOUNT #: ABC

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

SUMMARY OF TRANSPORTATION - BY ORIGIN/DESTINATION (8/1/2014 - 8/10/2014)

BADGER PIPELINE SYSTEM

<u>ORIGIN</u>	<u>DESTINATION</u>	<u>CHARGE TYPE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>
EAST CHICAGO - BADGER / BPO	ARGO - BADGER / KME	TRANSPORTATION	10,004.73	\$ 3,954.87
EAST CHICAGO - BADGER / CIT	ARGO - BADGER / KME	TRANSPORTATION	33,950.53	\$ 13,420.64
			43,955.26	\$ 17,375.51

WEST SHORE PIPELINE SYSTEM

<u>ORIGIN</u>	<u>DESTINATION</u>	<u>CHARGE TYPE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>
HAMMOND - WEST SHORE / BPO	MITCHELL FIELD / EQU	TRANSPORTATION	9,375.14	\$ 4,848.82
			9,375.14	\$ 4,848.82
			53,330.40	\$ 22,224.33



INVOICE

WEST SHORE PIPELINE SYSTEMS

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Suite 600
Houston, TX 77046

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EMAIL/FAX: ABC@ABCOIL.COM
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123 ABC DRIVE
HOUSTON, TX 77046

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

INVOICE #: **ABC-123456**
ISSUED DATE: **08/12/2014**
INVOICE PERIOD: 8/1/2014 - 8/10/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 8/22/2014
TOTAL: **\$ 22,717.46**

ACCOUNT #: ABC

SUMMARY OF TRANSPORTATION - BY PRODUCT (8/1/2014 - 8/10/2014)

BADGER PIPELINE SYSTEM

PRODUCT

082 - JET

VOLUME (BBLs)

43,955.26

AMOUNT

\$ 17,375.51

43,955.26

\$ 17,375.51

WEST SHORE PIPELINE SYSTEM

PRODUCT

082 - JET

VOLUME (BBLs)

9,375.14

AMOUNT

\$ 4,848.82

9,375.14

\$ 4,848.82

53,330.40

\$ 22,224.33



INVOICE

WEST SHORE PIPELINE SYSTEMS

Business Address

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123 ABC DRIVE
HOUSTON, TX 77046

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EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

INVOICE #: **ABC-123456**
ISSUED DATE: **08/12/2014**
INVOICE PERIOD: 8/1/2014 - 8/10/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 8/22/2014
TOTAL: **\$ 22,717.46**

ACCOUNT #: ABC

SUMMARY OF SURCHARGE (8/1/2014 - 8/10/2014)

WEST SHORE PIPELINE SYSTEM
PIPELINE SPECIAL HANDLING FEE

<u>ORIGIN</u>	<u>DESTINATION</u>	<u>VOLUME (BBLs)</u>	<u>RATE</u>	<u>AMOUNT</u>
HAMMOND - WEST SHORE / BPO	MITCHELL FIELD / EQU	9,375.14	0.0526	\$ 493.13
PIPELINE SPECIAL HANDLING FEE Total		<u>9,375.14</u>		<u>\$ 493.13</u>
WEST SHORE PIPELINE SYSTEM Total		<u>9,375.14</u>		<u>\$ 493.13</u>
SURCHARGE Total		<u><u>9,375.14</u></u>		<u><u>\$ 493.13</u></u>



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FAX:

INVOICE #: **ABC-123456**
ISSUED DATE: **08/12/2014**
INVOICE PERIOD: 8/1/2014 - 8/10/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 8/22/2014
TOTAL: **\$ 22,717.46**

ACCOUNT #: ABC

DETAIL (8/1/2014 - 8/10/2014)

**BADGER PIPELINE SYSTEM
TRANSPORTATION**

ARGO - BADGER / KME

<u>TRANS DATE</u>	<u>ORIGIN</u>	<u>CHARGE/TARIFF</u>	<u>PRODUCT</u>	<u>BATCH #</u>	<u>SHIPMENT ID</u>	<u>TICKET #</u>	<u>UOM</u>	<u>RATE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>	
082 - JET											
08/06/2014 21:02	EAST CHICAGO - BADGER / BPO	WSP BADGER FERC 71.10.0	082 - JET	ABC-082-221B	1186354	ABC-AW-14-0059	BBL	0.3953	10,004.73	\$ 3,954.87	
08/07/2014 19:21	EAST CHICAGO - BADGER / CIT	WSP BADGER FERC 71.10.0	082 - JET	ABC-082-222B	1170426	ABC-AW-14-0060	BBL	0.3953	24,003.04	\$ 9,488.40	
08/07/2014 22:43	EAST CHICAGO - BADGER / CIT	WSP BADGER FERC 71.10.0	082 - JET	ABC-082-223B	1188679	ABC-AW-14-0061	BBL	0.3953	9,947.49	\$ 3,932.24	
									082 - JET TOTAL	43,955.26	\$ 17,375.51
									ARGO - BADGER / KME TOTAL	43,955.26	\$ 17,375.51
									TRANSPORTATION TOTAL	43,955.26	\$ 17,375.51



INVOICE

WEST SHORE PIPELINE SYSTEMS

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123 ABC DRIVE
HOUSTON, TX 77046

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

INVOICE #: **ABC-123456**
ISSUED DATE: **08/12/2014**
INVOICE PERIOD: 8/1/2014 - 8/10/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 8/22/2014
TOTAL: **\$ 22,717.46**

ACCOUNT #: ABC

DETAIL (8/1/2014 - 8/10/2014)

WEST SHORE PIPELINE SYSTEM
TRANSPORTATION

MITCHELL FIELD / EQU

<u>TRANS DATE</u>	<u>ORIGIN</u>	<u>CHARGE/TARIFF</u>	<u>PRODUCT</u>	<u>BATCH #</u>	<u>SHIPMENT ID</u>	<u>TICKET #</u>	<u>UOM</u>	<u>RATE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>	
082 - JET											
08/07/2014 13:16	HAMMOND - WEST SHORE / BPO	WSP FERC 71.10.0	082 - JET	ABC-082-221S	1188667	ABC-MF-14-0001	BBL	0.5172	9,375.14	\$ 4,848.82	
									082 - JET TOTAL	9,375.14	\$ 4,848.82
									MITCHELL FIELD / EQU TOTAL	9,375.14	\$ 4,848.82
									TRANSPORTATION TOTAL	9,375.14	\$ 4,848.82



INVOICE WEST SHORE PIPELINE SYSTEMS

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ABC OIL CO.
EMAIL/FAX: ABC@ABCOIL.COM
FUEL SERVICES
123 ABC DRIVE
HOUSTON, TX 77046

INVOICE #: ABC-123456
ISSUED DATE: 10/03/2014
INVOICE PERIOD: 9/1/2014 - 9/30/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 10/13/2014
TOTAL: \$(117,914.13)

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

ACCOUNT #: ABC

WIRE TO

Bank Name: Wells Fargo Bank
Company #0089
Houston, TX 77046
Account: West Shore Pipeline Company
Account #: 123456789
ABA #: 123456789

ACH TO

Bank Name: Wells Fargo Bank
Houston, TX 77046
Account: West Shore Pipeline Company
Account #: 123456789
ABA #: 123456789

INVOICE SUMMARY

<u>CHARGE TYPE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>
PRODUCT LOSS ALLOCATION (PRICE-BASED ON DELIVERIES)	226,121.78	\$7,612.94
TRANSIT VARIATION	-1,009.00	\$(125,527.07)
		\$(117,914.13)



INVOICE

WEST SHORE PIPELINE SYSTEMS

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123 ABC DRIVE
HOUSTON, TX 77046

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

INVOICE #: ABC-123456
ISSUED DATE: 10/03/2014
INVOICE PERIOD: 9/1/2014 - 9/30/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 10/13/2014
TOTAL: \$(117,914.13)

ACCOUNT #: ABC

SUMMARY OF PRODUCT LOSS ALLOCATION (9/1/2014 - 9/30/2014)

BADGER PIPELINE SYSTEM

September 2014				
<u>DESTINATION</u>	<u>PRODUCT</u>	<u>VOLUME (BBLs)</u>	<u>RATE</u>	<u>AMOUNT</u>
ARGO - BADGER / KME	082 - JET	196,647.52	0.0279	\$ 5,488.44
September 2014 TOTAL		196,647.52		\$ 5,488.44
BADGER PIPELINE SYSTEM TOTAL		196,647.52		\$ 5,488.44

SUMMARY OF PRODUCT LOSS ALLOCATION (9/1/2014 - 9/30/2014)

WEST SHORE PIPELINE SYSTEM

September 2014				
<u>DESTINATION</u>	<u>PRODUCT</u>	<u>VOLUME (BBLs)</u>	<u>RATE</u>	<u>AMOUNT</u>
GRANVILLE / WSP	077 - HCTX	1,000.00	0.0721	\$ 72.08
MITCHELL FIELD / EQU	082 - JET	28,474.26	0.0721	\$ 2,052.42
September 2014 TOTAL		29,474.26		\$ 2,124.50
WEST SHORE PIPELINE SYSTEM TOTAL		29,474.26		\$ 2,124.50
PRODUCT LOSS ALLOCATION TOTAL		226,121.78		\$ 7,612.94



INVOICE WEST SHORE PIPELINE SYSTEMS

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FUEL SERVICES
123 ABC DRIVE
HOUSTON, TX 77046

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

INVOICE #: ABC-123456
ISSUED DATE: 10/03/2014
INVOICE PERIOD: 9/1/2014 - 9/30/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 10/13/2014
TOTAL: \$(117,914.13)

ACCOUNT #: ABC

SUMMARY OF TRANSIT VARIATION (9/1/2014 - 9/30/2014)

BADGER PIPELINE SYSTEM

<u>PRODUCT</u>	<u>SETTLEMENT PERIOD</u>	<u>VOLUME (BBLs)</u>	<u>RATE</u>	<u>AMOUNT</u>
082 - JET	September 2014	-449.78	119.32578	-53,670.35
	September 2014 TOTAL	-449.78		-53,670.35
	BADGER PIPELINE SYSTEM TOTAL	-449.78		\$(53,670.35)

SUMMARY OF TRANSIT VARIATION (9/1/2014 - 9/30/2014)

WEST SHORE PIPELINE SYSTEM

<u>PRODUCT</u>	<u>SETTLEMENT PERIOD</u>	<u>VOLUME (BBLs)</u>	<u>RATE</u>	<u>AMOUNT</u>
077 - HCTX	September 2014	1,000.00	114.19842	114,198.42
	September 2014 TOTAL	1,000.00		114,198.42
082 - JET	September 2014	-1,559.22	119.32578	-186,055.14
	September 2014 TOTAL	-1,559.22		-186,055.14
	WEST SHORE PIPELINE SYSTEM TOTAL	-559.22		\$(71,856.72)
	TRANSIT VARIATION TOTAL	-1,009.00		\$(125,527.07)



INVOICE

WEST SHORE PIPELINE SYSTEMS

Business Address

One Greenway Plaza
Suite 600
Houston, TX 77046

ABC OIL CO.
EMAIL/FAX: ABC@ABCOIL.COM
FUEL SERVICES
123 ABC DRIVE
HOUSTON, TX 77046

INVOICE #: ABC-123456
ISSUED DATE: 10/03/2014
INVOICE PERIOD: 9/1/2014 - 9/30/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 10/13/2014
TOTAL: \$(117,914.13)

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

ACCOUNT #: ABC

DETAIL (9/1/2014 - 9/30/2014)

BADGER PIPELINE SYSTEM

PRODUCT LOSS ALLOCATION (PRICE-BASED ON DELIVERIES)

ARGO - BADGER / KME

<u>TRANS DATE</u>	<u>ORIGIN</u>	<u>CHARGE/TARIFF</u>	<u>PRODUCT</u>	<u>BATCH #</u>	<u>SHIPMENT ID</u>	<u>TICKET #</u>	<u>UOM</u>	<u>RATE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>	
09/05/2014 23:59	EAST CHICAGO - BADGER / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-251B	1182115	ABC-AW-14-0069	BBL	0.0279	39,371.04	\$ 1,098.85	
09/06/2014 01:41	EAST CHICAGO - BADGER / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-251B	1182115	ABC-AW-14-0070	BBL	0.0279	5,632.88	\$ 157.21	
09/19/2014 11:51	EAST CHICAGO - BADGER / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-263B	1194061	ABC-AW-14-0073	BBL	0.0279	35,956.76	\$ 1,003.55	
09/21/2014 10:20	EAST CHICAGO - BADGER / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-263B	1194061	ABC-AW-14-0074	BBL	0.0279	4,040.67	\$ 112.78	
09/29/2014 23:59	EAST CHICAGO - BADGER / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-273B	1194062	ABC-AW-14-0076	BBL	0.0279	10,378.12	\$ 289.65	
09/30/2014 08:40	EAST CHICAGO - BADGER / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-273B	1194062	ABC-AW-14-0077	BBL	0.0279	29,488.07	\$ 823.01	
09/06/2014 11:24	EAST CHICAGO - BADGER / CIT	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-252B	1188686	ABC-AW-14-0071	BBL	0.0279	23,977.25	\$ 669.21	
09/18/2014 20:30	EAST CHICAGO - BADGER / CIT	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-262B	1188687	ABC-AW-14-0072	BBL	0.0279	23,801.06	\$ 664.29	
09/29/2014 11:43	EAST CHICAGO - BADGER / CIT	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-272B	1194063	ABC-AW-14-0075	BBL	0.0279	24,001.67	\$ 669.89	
									082 - JET TOTAL	196,647.52	\$ 5,488.44
									ARGO - BADGER / KME TOTAL	196,647.52	\$ 5,488.44



INVOICE WEST SHORE PIPELINE SYSTEMS

Business Address

One Greenway Plaza
Suite 600
Houston, TX 77046

ABC OIL CO.
EMAIL/FAX: ABC@ABCOIL.COM
FUEL SERVICES
123 ABC DRIVE
HOUSTON, TX 77046

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

INVOICE #: ABC-123456
ISSUED DATE: 10/03/2014
INVOICE PERIOD: 9/1/2014 - 9/30/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 10/13/2014
TOTAL: \$(117,914.13)

ACCOUNT #: ABC

DETAIL (9/1/2014 - 9/30/2014)

BADGER PIPELINE SYSTEM

PRODUCT LOSS ALLOCATION (PRICE-BASED ON DELIVERIES) TOTAL 196,647.52 \$ 5,488.44



INVOICE WEST SHORE PIPELINE SYSTEMS

Business Address

One Greenway Plaza
Suite 600
Houston, TX 77046

ABC OIL CO.
EMAIL/FAX: ABC@ABCOIL.COM
FUEL SERVICES
123 ABC DRIVE
HOUSTON, TX 77046

INVOICE #: ABC-123456
ISSUED DATE: 10/03/2014
INVOICE PERIOD: 9/1/2014 - 9/30/2014
PAYMENT TERMS: 10 Days From Invoice Date
PAYMENT DUE DATE: 10/13/2014
TOTAL: \$(117,914.13)

ACCOUNT #: ABC

DIRECT INQUIRIES TO
BPL INVOICING
EMAIL: BPLINVOICING@BUCKEYE.COM
FAX:

DETAIL (9/1/2014 - 9/30/2014)

WEST SHORE PIPELINE SYSTEM

PRODUCT LOSS ALLOCATION (PRICE-BASED ON DELIVERIES)

GRANVILLE / WSP

<u>TRANS DATE</u>	<u>ORIGIN</u>	<u>CHARGE/TARIFF</u>	<u>PRODUCT</u>	<u>BATCH #</u>	<u>SHIPMENT ID</u>	<u>TICKET #</u>	<u>UOM</u>	<u>RATE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>	
09/05/2014 17:02	HAMMOND - WEST SHORE / BPO	PRODUCT LOSS ALLOCATION	077 - HCTX	ABC-077-251S	1214139	ABC-GT-14-0001	BBL	0.0721	1,000.00	\$ 72.08	
									077 - HCTX TOTAL	1,000.00	\$ 72.08
									GRANVILLE / WSP TOTAL	1,000.00	\$ 72.08

MITCHELL FIELD / EQU

<u>TRANS DATE</u>	<u>ORIGIN</u>	<u>CHARGE/TARIFF</u>	<u>PRODUCT</u>	<u>BATCH #</u>	<u>SHIPMENT ID</u>	<u>TICKET #</u>	<u>UOM</u>	<u>RATE</u>	<u>VOLUME (BBLs)</u>	<u>AMOUNT</u>	
09/05/2014 09:40	HAMMOND - WEST SHORE / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-251S	1194057	ABC-MF-14-0006	BBL	0.0721	13,446.57	\$ 969.23	
09/13/2014 23:59	HAMMOND - WEST SHORE / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-261S	1194058	ABC-MF-14-0007	BBL	0.0721	9,828.85	\$ 708.46	
09/14/2014 01:02	HAMMOND - WEST SHORE / BPO	PRODUCT LOSS ALLOCATION	082 - JET	ABC-082-261S	1194058	ABC-MF-14-0008	BBL	0.0721	5,198.84	\$ 374.73	
									082 - JET TOTAL	28,474.26	\$ 2,052.42
									MITCHELL FIELD / EQU TOTAL	28,474.26	\$ 2,052.42
									PRODUCT LOSS ALLOCATION (PRICE-BASED ON DELIVERIES) TOTAL	29,474.26	\$ 2,124.50

WEST SHORE PIPELINE SYSTEM - Book Inventory Summary

From: 9/1/2014 00:00 To: 10/1/2014 00:00

	<u>BEGINNING</u> <u>INVENTORY</u>	<u>RECEIPTS</u>	<u>DELIVERIES</u>	<u>TRANSFERS</u>	<u>ADJ</u>	<u>GAINS/ LOSSES</u>	<u>ENDING</u> <u>INVENTORY</u>
Account #: ABC							
077 - HCTX	0.00	0.00	-1,000.00	0.00	0.00	1,000.00	0.00
082 - JET	0.00	30,033.48	-28,474.26	0.00	0.00	-1,559.22	0.00
	0.00	30,033.48	-29,474.26	0.00	0.00	-559.22	0.00

BADGER PIPELINE SYSTEM - Book Inventory Summary

From: 9/1/2014 00:00 To: 10/1/2014 00:00

	<u>BEGINNING</u> <u>INVENTORY</u>	<u>RECEIPTS</u>	<u>DELIVERIES</u>	<u>TRANSFERS</u>	<u>ADJ</u>	<u>GAINS/LOSSES</u>	<u>ENDING</u> <u>INVENTORY</u>
Account #: ABC 082 - JET	0.00	197,097.30	-196,647.52	0.00	0.00	-449.78	0.00
	0.00	197,097.30	-196,647.52	0.00	0.00	-449.78	0.00

**Pipeline Ticket Detail for the
Badger and West Shore Pipeline Systems**

09/01/2014 - 10/01/2014

ABC - ABC OIL CO.

Account #: ABC

B - BADGER PIPELINE SYSTEM

082 - JET

Receipts

<u>TRANS DATE</u>	<u>TICKET #</u>	<u>BATCH ID</u>	<u>TICKET ID</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>VOLUME</u>
09/05/14	ABC-EV-14-0071	ABC-082-251B	814191	EAST CHICAGO - BADGER / BPO	EAST CHICAGO - BADGER / BPO	45,005.42
09/05/14	ABC-EV-14-0072	ABC-082-252B	814265	EAST CHICAGO - BADGER / CIT	EAST CHICAGO - BADGER / CIT	14.03
09/05/14	ABC-EV-14-0073	ABC-082-252B	814425			8,607.31
09/06/14	ABC-EV-14-0074	ABC-082-252B	814535			15,503.32
09/18/14	ABC-EV-14-0075	ABC-082-262B	831434			23,999.19
09/18/14	ABC-EV-14-0076	ABC-082-263B	831762	EAST CHICAGO - BADGER / BPO	EAST CHICAGO - BADGER / BPO	20,798.87
09/19/14	ABC-EV-14-0077	ABC-082-263B	831907			19,207.10
09/28/14	ABC-EV-14-0078	ABC-082-272B	845422	EAST CHICAGO - BADGER / CIT	EAST CHICAGO - BADGER / CIT	6,783.07
09/29/14	ABC-EV-14-0079	ABC-082-272B	845548			17,216.70
09/29/14	ABC-EV-14-0080	ABC-082-273B	846016	EAST CHICAGO - BADGER / BPO	EAST CHICAGO - BADGER / BPO	34,646.33
09/30/14	ABC-EV-14-0081	ABC-082-273B	846087			5,315.96
Total 082 - JET Receipts						197,097.30

Deliveries

<u>TRANS DATE</u>	<u>TICKET #</u>	<u>BATCH ID</u>	<u>TICKET ID</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>VOLUME</u>
09/05/14	ABC-AW-14-0069	ABC-082-251B	814363	EAST CHICAGO - BADGER / BPO	ARGO - BADGER / KME	39,371.04
09/06/14	ABC-AW-14-0070	ABC-082-251B	814472			5,632.88
09/06/14	ABC-AW-14-0071	ABC-082-252B	824653	EAST CHICAGO - BADGER / CIT		23,977.25
09/18/14	ABC-AW-14-0072	ABC-082-262B	831610			23,801.06
09/19/14	ABC-AW-14-0073	ABC-082-263B	832043	EAST CHICAGO - BADGER / BPO		35,956.76
09/21/14	ABC-AW-14-0074	ABC-082-263B	835184			4,040.67
09/29/14	ABC-AW-14-0075	ABC-082-272B	845726	EAST CHICAGO - BADGER / CIT		24,001.67
09/29/14	ABC-AW-14-0076	ABC-082-273B	846013	EAST CHICAGO - BADGER / BPO		10,378.12
09/30/14	ABC-AW-14-0077	ABC-082-273B	846230			29,488.07
Total 082 - JET Deliveries						196,647.52

B - BADGER PIPELINE SYSTEM Total 393,744.82

**Pipeline Ticket Detail for the
Badger and West Shore Pipeline Systems**

09/01/2014 - 10/01/2014

ABC - ABC OIL CO.

Account #: ABC

S - WEST SHORE PIPELINE SYSTEM

077 - HCTX

Deliveries

<u>TRANS DATE</u>	<u>TICKET #</u>	<u>BATCH ID</u>	<u>TICKET ID</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>VOLUME</u>
09/05/14	ABC-GT-14-0001	ABC-077-251S	848186	HAMMOND - WEST SHORE / BPO	GRANVILLE / WSP	1,000.00
Total 077 - HCTX Deliveries						1,000.00

082 - JET

Receipts

<u>TRANS DATE</u>	<u>TICKET #</u>	<u>BATCH ID</u>	<u>TICKET ID</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>VOLUME</u>
09/03/14	ABC-HM-14-0004	ABC-082-251S	848373	HAMMOND - WEST SHORE / BPO	HAMMOND - WEST SHORE / BPO	15,007.41
09/12/14	ABC-HM-14-0005	ABC-082-261S	828171			15,026.07
Total 082 - JET Receipts						30,033.48

Deliveries

<u>TRANS DATE</u>	<u>TICKET #</u>	<u>BATCH ID</u>	<u>TICKET ID</u>	<u>ORIGIN</u>	<u>DESTINATION</u>	<u>VOLUME</u>
09/05/14	ABC-MF-14-0006	ABC-082-251S	814007	HAMMOND - WEST SHORE / BPO	MITCHELL FIELD / EQU	13,446.57
09/13/14	ABC-MF-14-0007	ABC-082-261S	828882			9,828.85
09/14/14	ABC-MF-14-0008	ABC-082-261S	828957			5,198.84
Total 082 - JET Deliveries						28,474.26

S - WEST SHORE PIPELINE SYSTEM Total **59,507.74**

ABC - ABC OIL CO. Total **453,252.56**

Settlement Price Basis

		Description	Grade	Alpha	Chicago P/L Product
GASOLINE	Summer	Premium RBOB	425	RBOB/93OCT/ADJ VOC REG2 - 10% ETOH	RBOB
		Regular RBOB	422	RBOB/87OCT/ADJ VOC REG2 - 10% ETOH	RBOB
		Premium Conventional Gas	005/905	CONVPREM/93OCT/<=9.0RVP	PREM UNL 93
		Regular Conventional Gas	002/902	CONVREGNL/87OCT/<=9.0RVP	UNL 87
		Subgrade Conventional Gas	008/908	CONV =<9.0 RVP-84OCT	CBOB
		CBOB Conventional Gas	043/904	CBOB =<9.0 RVP-84OCT	CBOB
	Winter	Premium RBOB	475/485/445	RBOB/92OCT/NONVOC - 10% ETOH	RBOB
		Regular RBOB	472/482/442	RBOB/84OCT/NONVOC - 10% ETOH	RBOB
		Premium Conventional Gas	015/915	PRE UNLEADED	PREM UNL 93
		Ulti Premium Conv Gas		ULTIPREM/93OCT/>=9.0RVP	PREM UNL 93
		012/912	REG UNLEADED GASOLINE	UNL 87	
		018/918	CONV NON VOC - 84 OCT	CBOB	
DIESEL	Ultra Low Sulfur Diesel (On Road) - 15 ppm	090	MVUNDYED 15 PPM SULFUR #2 DF	ULSD	
	Premium ULSD (On Road) - 15 ppm	095	MV UNDYED 15 PPM SULFUR #2 PREM	ULSD	
	Low Sulfur Diesel (On Road) - 500 ppm	032	MV UNDYED 500 PPM SULFUR #2 DF	LS Diesel	
	High Sulfur NRLM (Off Road) - >500 ppm	064	NRLM DYED >500PPM HIGH SULFUR	LS Diesel	
KERO	Ultra Low Sulfur Kero (Off Road) - 15 ppm	050	ULTRA LOW SULFUR KEROSENE	Jet Fuel	
	Ultra Low Sulfur Kero (On Road) - 15 ppm	051	NRLM Undyed 500PPM #1 Kero DF	ULSD	
	Jet Fuel	082	TURBINE FUEL	Jet Fuel	

6.1 WEST SHORE CONTACTS

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Control Center – Shift Supervisor

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Brian Hausknecht

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Pipeline Scheduler
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Mobile.....(484) 635-9609
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SCDB@buckeye.com

Scheduling Analyst Group Email: SchedulingAnalystEmailGroup@buckeye.com

If you wish to speak to anyone not listed above, the general telephone number is (610) 904-4000.

6.2 BATCH AND TICKET NUMBERS

1. BATCH NUMBERS

West Shore utilizes a batch numbering system that keeps track of the Shipper's product as it moves through the pipeline system. The number is divided into the following four segments:

Shipper – Product – Cycle/Phase - SCD

Note: A carrier code precedes the batch number on Transport4.

WSP - Shipper – Product – Cycle/Phase – SCD

Shipper – A three digit alpha code identifying the Shipper. The company specified here is responsible for payment of all West Shore invoices.

Product Code – A three digit number that indicates the product being transported. The Product Codes can be found in Section 6.4 Product Codes under the column "Grade Codes".

Cycle/Phase – This is a three digit internal West Shore number that is used to make a batch unique while giving cycle and phase information about the batch. Phase is automatically assigned during the Transport4 nomination process which assures uniqueness in all batches within a given calendar year.

Cycle – A nomination will be assigned a cycle based on a 36 week cycle. The current cycle calendar can be found on Transport4.

Phase – The phase will be assigned automatically depending upon requested receipt date supplied.

Note: Letters will only be utilized when numbers 1 through 9 have been exhausted.

SCD (Specific Carrier Denotation) – A single character alpha code which represents the pipeline system listed below:

1. S = West Shore Pipe Line System
2. B = Badger Pipe Line System

Note: The batch number does not contain the receipt Tanker. The Tanker can be found on all Transport4 windows and will be included as a separate field on all tickets.

2. MEASUREMENT TICKET NUMBERS

Each measurement ticket is identified by a unique number that is located on the third line of the measurement ticket. The ticket number is divided into three segments, each labeled by initials that identify the following code numbers:

SHP – LOC - NUMBER

SHP - The same three character alpha Shipper codes utilized in the batch number. (Shipper codes are listed in Section 6.5.)

LOC - A two character alpha code that indicates the particular West Shore location where the measurement ticket was written. (Location codes are listed in Section 6.5.)

NUMBER - Designates, through a six-digit code, the sequential number of measurement tickets that have been written for a Shipper, at a particular West Shore location, during the calendar year.

(Example: Ticket Number AAA-GT-15-0009 indicates that this shipment for Shipper AAA to Location GT [Granville Terminal, WI] is the ninth such shipment this year (2015)).

WEST SHORE PIPE LINE COMPANY
PRODUCT GRADE LISTING

GASOLINES - SEGREGATED GRADES

BASE GASOLINE - NOT FOR SALE TO THE ULTIMATE CONSUMER

GRADE NUMBER	GRADE ABBREVIATION	MAX RVP (psi)	GRADE NAME
002	LO-RVP CONV 87	9.0	Regular Low RVP Conventional Gasoline
005	LO-RVP CONV 93	9.0	Premium Low RVP Conventional Gasoline
007	LO-RVP CONV 91	9.0	Premium Low RVP Gasoline (may not be NIST compliant)
008	LO-RVP CONV 84	9.0	Sub-grade Low RVP Conventional Gasoline (may not be NIST compliant)
012	CONV 87	11.5 / 13.5 / 15.0	Regular Conventional Gasoline
015	CONV 93	11.5 / 13.5 / 15.0	Premium Conventional Gasoline
017	CONV 91	15	Premium Conventional Gasoline (may not be NIST compliant)
018	CONV 84	15	Sub-grade Conventional Gasoline (may not be NIST compliant)
043	LCBOB	9.0	Low RVP CBOB (may not be NIST compliant)
044	CBOB	N/A	CBOB Non-VOC (may not be NIST compliant)
048	CBOB	N/A	Illinois Compliant CBOB
049	CANADIAN CBOB	N/A	Canadian CBOB Blendstock
065	LO-RVP CONV 93	9	Premium Low RVP Conventional Gasoline (For Ethanol Blending in Illinois)
068	LO-RVP CONV 84	9.0	Sub-grade Low RVP Conventional Gasoline (For Ethanol Blending In Illinois)
257	CONV 91 13.5	13.5	Premium 91 Octane 13.5 RVP
258	CONV 84 13.5	13.5	Regular 84 Octane 13.5 RVP
272	MID-RVP CONV 87	11.5	Regular Mid-RVP Conv Gasoline (For Ethanol Blending in Illinois)
275	MID-RVP CONV 93	11.5	Premium Mid-RVP Conv Gasoline (For Ethanol Blending in Illinois)
277	CONV 91 11.5	11.5	Premium 91 Octane 11.5 RVP
278	CONV 84 11.5	11.5	Regular 84 Octane 11.5 RVP
282	MID-RVP CONV 87	13.5	Regular Mid-RVP Conv Gasoline (For Ethanol Blending in Illinois)
285	MID-RVP CONV 93	13.5	Premium Mid-RVP Conv Gasoline (For Ethanol Blending in Illinois)

GRADE NUMBER	GRADE ABBREVIATION	MIN VOC %	GRADE NAME
422	VOC Regular RBOB	21.4%	Reg VOC Controlled Adjusted Region 2 RBOB (10% ETOH) - (Chicago Area)
425	VOC Premium RBOB	21.4%	Prem VOC Controlled Adjusted Region 2 RBOB (10% ETOH) - (Chicago Area)
442	NON-VOC Regular RBOB	15.0	Regular NON-VOC Controlled RBOB (10% ETOH)
445	NON-VOC Premium RBOB	15.0	Premium NON-VOC Controlled RBOB (10% ETOH)
472	NON-VOC Mid-RVP Regular RBOB	11.5	Regular NON-VOC Controlled Mid-RVP RBOB (10% ETOH)
475	NON-VOC Mid-RVP Premium RBOB	11.5	Premium NON-VOC Controlled Mid-RVP RBOB (10% ETOH)
482	NON-VOC Mid-RVP Regular RBOB	13.5	Regular NON-VOC Controlled Mid-RVP RBOB (10% ETOH)
485	NON-VOC Mid-RVP Premium RBOB	13.5	Premium NON-VOC Controlled Mid-RVP RBOB (10% ETOH)

(Note 1 applies to all grades on this page.)

NOTE 1: *The use of Port Fuel Injector (PFI) and intake valve detergent additives is prohibited.*

Any gasoline containing more than 0.50 wt. % Dicyclopentadiene will NOT be accepted for shipment.

**WEST SHORE PIPE LINE COMPANY
PRODUCT GRADE LISTING**

West Shore Pipe Line Company - Product Grade Listing

GASOLINES - SEGREGATED GRADES

BASE GASOLINE - NOT FOR SALE TO THE ULTIMATE CONSUMER

GRADE NUMBER	GRADE ABBREVIATION	MAX RVP (psi)	GRADE NAME
902	87 FULL 9.0	9.0	Full Octane Regular 9.0 RVP
903	84 CBOB 9.0	9.0	CBOB Regular 9.0 RVP
904	91 CBOB 9.0	9.0	CBOB Premium 9.0 RVP
905	93 FULL 9.0	9.0	Full Octane Premium 9.0 RVP
907	91 SUB 9.0	9.0	91 Octane Premium 9.0 RVP
908	84 SUB 9.0	9.0	Sub-Octane Regular 9.0 RVP
912	87 FULL 15	15.0	Full Octane Regular 15.0 RVP
913	84 CBOB 15	15.0	CBOB Regular 15.0 RVP
914	91 CBOB 15	15.0	CBOB Premium 15.0 RVP
915	93 FULL 15	15.0	Full Octane Premium 15.0 RVP
917	91 SUB 15	15.0	91 Octane Premium 15.0 RVP
918	84 SUB 15	15.0	Sub-Octane Regular 15.0 RVP
922	87 FULL 7.8	7.8	Full Octane Regular 7.8 RVP
923	84 CBOB 7.8	7.8	CBOB Regular 7.8 RVP
924	91 CBOB 7.8	7.8	CBOB Premium 7.8 RVP
925	93 FULL 7.8	7.8	Full Octane Premium 7.8 RVP
927	91 SUB 7.8	7.8	91 Octane Premium 7.8 RVP
928	84 SUB 7.8	7.8	Sub-Octane Regular 7.8 RVP
932	87 FULL 6.8	6.8	Full Octane Regular 6.8 RVP
933	84 CBOB 6.8	6.8	CBOB Regular 6.8 RVP
934	91 CBOB 6.8	6.8	CBOB Premium 6.8 RVP
938	84 SUB 6.8	6.8	Sub-Octane Regular 6.8 RVP
947	91 SUB 6.6	6.6	91 Octane Premium 6.6 RVP (7.8 RVP 93 Octane with 10% ethanol)
948	84 SUB 6.6	6.6	Sub-Octane Regular 6.6 RVP (7.8 RVP 87 Octane with 10% ethanol)
952	87 Full 13.5	13.5	Full Octane Regular 13.5 RVP
953	84 CBOB 13.5	13.5	CBOB Regular 13.5 RVP
954	91 CBOB 13.5	13.5	CBOB Premium 13.5 RVP
957	91 Sub 13.5	13.5	91 Octane Premium 13.5 RVP
958	84 Sub 13.5	13.5	Sub-Octane Regular 13.5 RVP
972	87 Full 11.5	11.5	Full Octane Regular 11.5 RVP
973	84 CBOB 11.5	11.5	CBOB Regular 11.5 RVP
974	91 CBOB 11.5	11.5	CBOB Premium 11.5 RVP
977	91 Sub 11.5	11.5	91 Octane Premium 11.5 RVP
978	84 Sub 11.5	11.5	Sub-Octane Regular 11.5 RVP

(Notes 1 & 2 apply to all grades on this page.)

NOTE 1: *The use of Port Fuel Injector (PFI) and intake valve detergent additives is prohibited.
Any gasoline containing more than 0.50 wt. % Dicyclopentadiene will NOT be accepted for shipment.*

NOTE 2: *All 900 Series Segregated Gasoline codes are designated to meet post ethanol blend specifications, and should be used for destinations that require ethanol blend limits for TV/L and T50.*

WEST SHORE PIPE LINE COMPANY
PRODUCT GRADE LISTING

West Shore Pipe Line Company - Product Grade Listing

DISTILLATES - SEGREGATED GRADES

GRADE NUMBER	GRADE ABBREVIATION	DYED	% WT. SULFUR (2)	GRADE NAME	MIN. FLASH POINT	EPA CLASS. (3)
032	LO SUL DSL	No	<=.042%	Diesel/Fuel Oil (Non-Road)	130° F	DNR500
051	ULSD-1	No	<=.0015%	Ultra Low Sulfur Diesel No. 1 (Motor Vehicle)	108° F	DMV015
090	ULSD	No	<=.0015%	Ultra Low Sulfur Diesel (Motor Vehicle)	130° F	DMV015
093	ULSD	No	<=.0015%	Ultra Low Sulfur Diesel (Non-Road)	130° F	DNR015
095	ULSDP	No	<=.0015%	Premium Ultra Low Sulfur Diesel (Motor Vehicle)	130° F	DMV015

AVIATION FUEL - SEGREGATED GRADES

GRADE NUMBER	GRADE ABBREVIATION		% WT. SULFUR	GRADE NAME	MIN. FLASH POINT	EPA CLASS. (3)
082	AV KERO		N/A	Aviation Kerosene	108° F	JET FUEL

TRANSMIX GRADES

GRADE NUMBER	GRADE ABBREVIATION	DYED	% WT. SULFUR	GRADE NAME
073	ULS TRX	N/A	N/A	Ultra Low Sulfur Transmix (Operational - no distillates with sulfur >15 ppm)
074	ULS TRX	N/A	N/A	Ultra Low Sulfur Transmix (Nominated Batch - no distillates with sulfur >15 ppm)
075	HI SUL CONV TRX	N/A	N/A	High Sulfur Conventional Transmix (Operational)
077	HI SUL CONV TRX	N/A	N/A	High Sulfur Conventional Transmix (Nominated Batch)

- NOTES:
1. Use of Pipeline Drag Reducing Agent is not permitted in aviation grades.
 2. Actual sulfur specifications are listed in Section 3 Quality Assurance Program or Tarrif Document.
 3. EPA Designate & Track reporting codes. All volumes should be reported under the listed code.

WEST SHORE PIPE LINE COMPANY
PRODUCT GRADE LISTING

West Shore Pipe Line Company - Product Grade Listing

UNFINISHED DISTILLATES and FEEDSTOCKS - SEGREGATED

(Not Suitable for use as Highway Diesel Fuel -- Not Dyed)

GRADE NUMBER	GRADE ABBREVIATION	GRADE NAME
869	CRUDE*	Crude Oil
<i>* Crude will only be moved from Lockport IL, to Lemont IL</i>		

OTHER PRODUCTS - SEGREGATED

(For the purposes of the Anti-Dumping requirements under 40 CFR Subpart E, this blendstock has NOT been accounted for by the refiner that produced it, and must be given a different blendstock/feedstock grade code.)

GRADE NUMBER	GRADE ABBREVIATION	GRADE NAME
864	DILUENT	Diluent

NOTES:

1. Products defined on this page will only be moved to/from certain locations based on scheduling pre-approval
2. May require larger than normal buffers, which will be the responsibility of the shipper

Section 6.4
West Shore Directory of Connecting Facilities by Location

Badger Receipt and Delivery Points by Location - email SCDB@buckeye.com or call (610) 904-4355

<u>Receipt Points</u>	<u>Delivery Points</u>	<u>Delivery Points Cont'd</u>
<p><i>East Chicago (EV)</i></p> <p>BP Products NA (BPO) Buckeye Terminals LLC (BET, 3BE) Citgo Petroleum Corp. (CIT) Marathon Petroleum LLC (MAP) Valero Marketing & Supply Co (VAL)</p> <p><i>Lemont (LW)</i></p> <p>Citgo Petroleum Corp. (CIT) ExxonMobil Oil Corp. (MOB)</p>	<p><i>Argo (AW)</i></p> <p>Buckeye Terminals, LLC (BET) Kinder Morgan Terminal (KME)</p> <p><i>Des Plaines (DD)</i></p> <p>Shell Aviation (EQU) Citgo Petroleum Corp. (CIT, C13) Marathon Petroleum LLC (MAC) ExxonMobil Oil Corp. (MOB)</p> <p><i>Harlem (HE)</i></p> <p>Kinder Morgan Terminal (KME) Apex Oil Co. (APX)</p>	<p><i>Rockford Airport (RI)</i></p> <p>UPS Fuel Services Inc. (UPS)</p> <p><i>Rockford (RS)</i></p> <p>Buckeye Terminals LLC (BET) Marathon Petroleum LLC (MAC)</p> <p><i>Madison (MD)</i></p> <p>Arclight Terminal (ARK) Citgo Petroleum Corp. (CIT) Cenex Terminal (CNX) Flint Hills Resources, LP (FHR) US Oil Co., Inc (USO, US3, US6, US7)</p>

West Shore Receipt and Delivery Points by Location - email SCD.S@buckeye.com or call (610) 904-4355

<p><i>Hammond (HM)</i></p> <p>BP Products NA (BPO) Buckeye Terminals LLC (BET, 2BE, 3BE) Citgo Petroleum Corp. (CIT) Explorer Pipe Line Co. (EXP) Marathon Petroleum LLC (MAP)</p> <p><i>Romeo (RM)</i></p> <p>Citgo Petroleum Corp. (CIT) ExxonMobil Oil Corp. (MOB)</p>	<p><i>Busse (US)</i></p> <p>Shell Aviation (EQU) Citgo Petroleum Corp. (C13) Marathon Petroleum LLC (MAC) BP Products NA (KME) ExxonMobil Oil Corp. (MOB)</p> <p><i>Mitchell Field (MF)</i></p> <p>ASIG (MKE)</p>	<p><i>Granville (GT)</i></p> <p>Buckeye Terminals LLC (BET) Citgo Petroleum Corp. (CIT) Flint Hills Resources, LP (FHR) US Oil Co., Inc. (USO, US9, US3, US4, US8)</p>
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6.5 ANCILLARY SERVICES

1) Product Transfer Orders

Shippers may request transfer of title or ownership of commodities tendered for transportation after they have been received by West Shore Pipeline. Shippers additionally may request transfer of cycle and sequence with in its own ownership of commodities tendered for transportation after they have been received by West Shore Pipeline. The Product Transfer Order (“PTO”) service is available to shippers desiring to transfer title of commodities to another shipper or within their own ownership, while they are in custody of West Shore Pipeline; a PTO effectively transfers all of the obligations associated with being a shipper of a particular commodity batch to another shipper.

A) PROCESS

All PTO requests will be initiated and processed through the Transport4 (“T4”) electronic interface system.

PTO requests may be initiated by either the buyer or seller of the commodities. T4 will route the initial PTO request to the counterparty to the transaction for their acceptance and approval. After the request has been approved by the counterparty, T4 will route the request to West Shore Pipeline for final approval and execution.

PTO requests (with approval by the transaction counterparty) should be submitted to West Shore Pipeline at least one business day (defined here as a non-holiday weekday) before the time scheduled for the start of delivery of the Commodities. PTOs cannot be accepted or approved either after the start or completion of delivery of commodities.

It is West Shore Pipeline’s policy to make reasonable efforts to accommodate, approve, and promptly process the PTO requests it receives. However, there may be certain instances where West Shore Pipeline does not accommodate or approve a PTO request for some operating, scheduling, administrative or other reason. Shippers are advised that West Shore Pipeline has no obligation to accept or process PTOs and makes no guarantee, and can offer no assurance, that a PTO request will be approved or accommodated. West Shore Pipeline will not be liable for any claims for direct, indirect, incidental or consequential damages, including but not limited to lost profits or other economic loss stemming from its failure to approve, accommodate or process a PTO request.

B) TRANSFER LOCATION AND TRANSPORTATION CHARGES

All PTOs will be ticketed at the point of product receipt. Transportation charges will be invoiced to the Seller for the transit from inbound receipt location to the

location where the PTO takes place. The Buyer will be invoiced for transportation from the location of the PTO to final destination(s).

C) FEES

A transfer fee of seven cents (7.0¢) per barrel of volume transferred will be assessed to the seller of the commodities. Each PTO is subject to a minimum transfer fee of seven hundred dollars (\$700.00).