

R.C.T. No. 1.1.0
(Cancels R.C.T. No. 1.0.0)

SEABROOK PIPELINE, LLC

TEXAS LOCAL PIPELINE TARIFF

CONTAINING

RULES AND REGULATIONS

GOVERNING THE TRANSPORTATION AND GATHERING

OF

CRUDE PETROLEUM

BY PIPELINE

Carrier will accept and transport Crude Petroleum offered for transportation through Carrier's facilities, only as provided in this Rules and Regulations Tariff. This tariff shall apply only to those tariffs which specifically incorporate this tariff by reference; such reference includes supplements to this tariff and successive issues thereof. To the extent that specific rules and regulations published in other tariffs conflict with the general rules and regulation in this tariff, such specific rules and regulations shall supersede the general rules and regulations.

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The matter published herein will have no adverse effect on the quality of the human environment.

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General Application

Rules and regulations published herein apply only under tariffs which make specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof.

Crude petroleum will be transported through carrier's facilities only as provided in this rules and regulations tariff, except that specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

Special Application

The rules and regulations in Section I of this tariff will apply under tariffs made subject to the rules and regulations of the Railroad Commission of Texas as published in this tariff.

The rules and regulations in Section I and II of this tariff will apply under local tariffs.

Application of Rates From Intermediate Points

From any point named in tariffs making reference to this tariff which is intermediate to a point from which rates are published, through such unnamed point, apply from such unnamed point the rate from the next more distant point.

**SECTION I
Rules and Regulations of Railroad Commission of Texas
Rule §3.71, Pipeline Tariffs**

1. ALL MARKETABLE OIL TO BE RECEIVED FOR TRANSPORTATION

By the term "marketable oil" is meant any crude petroleum adapted for refining or fuel purposes, properly settled and containing not more than two percent (2.0%) of basic sediment, water, or other impurities above a point six (6) inches below the pipeline connection with the tank. Pipelines shall receive for transportation all such "marketable oil" tendered; but no pipeline shall be required to receive for shipment from any one person an amount exceeding three thousand (3,000) barrels of petroleum in any one day; and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported there from by the pipeline, then it shall be transported under such terms as the shipper and the owner of the pipeline may agree or the commission may require.

2. BASIC SEDIMENT, HOW DETERMINED – TEMPERATURE

In determining the amount of sediment, water or other impurities, a pipeline is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipeline and the shipper. The same method of ascertaining the amount of the sediment, water, or other impurities shall be used in the delivery as in the receipt of oil. A pipeline shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than 90 degrees Fahrenheit, except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon delivery at destination that the pipeline has to test before receiving from the shipper.

3. "BARREL" DEFINED

For the purpose of these sections, a "barrel" of crude petroleum is declared to be forty-two (42) gallons of 231 cubic inches per gallon at 60 degrees Fahrenheit.

4. OIL INVOLVED IN LITIGATION, ETC – INDEMNITY AGAINST LOSS

When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipeline may require of shippers an indemnity bond to protect it against all loss.

5. STORAGE

Each pipeline shall provide, without additional charge, sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt delivery to destination point, for five days from the date of order of delivery at destination.

6. IDENTITY AND MAINTENANCE OF OIL

A pipeline may deliver to consignee, either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipeline transportation, or it may make delivery from its common stock at destination; provided, if this last be done, the delivery shall be of substantially like kind and market value.

7. MINIMUM QUANTITY TO BE RECEIVED

A pipeline shall not be required to receive less than one tank car-load of oil when oil is offered for loading into tank cars at destination of the pipeline. When oil is offered for transportation for other than tank car delivery, a pipeline shall not be required to receive less than five hundred (500) barrels.

8. GATHERING CHARGES

Tariffs to be filed by a pipeline shall specify separately the charges for gathering of the oil, for transportation and for delivery.

9. MEASURING, TESTING AND DEDUCTIONS

- (A) Except as provided in subparagraph (B) of this paragraph, all crude oil tendered to a pipeline shall be gauged and tested by a representative of the pipeline prior to its receipt by the pipeline. The shipper may be present or represented at the gauging or testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks.
- (B) As an alternative to the method of measurement provided in subparagraph (A) of this paragraph, crude oil and condensate may be measured and tested, before transfer of custody to the initial transporter, by:
 - (i) lease automatic custody transfer (LACT) equipment, provided such equipment is installed and operated in accordance with the latest revision of the American Petroleum Institute (API) Manual of Petroleum Measurement Standards, Chapter 6.1, or;
 - (ii) any device or method, approved by the commission or its delegate, which yields accurate measurements of crude oil or condensate.
- (C) Adjustments to the quantities determined by the methods described in subparagraphs (A) or (B) of this paragraph shall be made for temperature from the nearest whole number degree to the basis of 60 degrees Fahrenheit and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540, American Society for Testing Materials 01250, Institute of Petroleum 200, first edition, August 1980. A pipeline may deduct the basic sediment, water, and other impurities as shown by the centrifugal or other test agreed upon by the shipper and pipeline; and 1.0% for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipeline. In allowing the deductions, it is not the intention of the commission to affect any tax or royalty obligations imposed by the laws of Texas on any producer or shipper of crude oil.
- (D) A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

10. DELIVERY AND DEMURRAGE

Each pipeline shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation, and other material elements, but at any time after receipt of a consignment of oil, upon twenty-four (24) hours notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to Item No. 6 of this section, at a rate not exceeding ten thousand (10,000) barrels per day of twenty-four (24) hours. Computation of time of storage (as provided for in Item No. 5 of this section) shall begin at the expiration of such notice. At the expiration of the time allowed in Item No. 5 of this section for storage at destination, a pipeline may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first ten (10) days of one-tenth of one cent (\$0.001) per barrel; and thereafter at a rate of three-fourths of one cent (\$0.0075) per barrel, for each day of twenty-four (24) hours or fractional part thereof.

11. UNPAID CHARGES, LIEN FOR AND SALE TO COVER

A pipeline shall have a lien on all oil to cover charges for transportation, including demurrage, and it may withhold delivery of oil until the charges are paid. If the charges shall remain unpaid for more than five (5) days after notice of readiness to delivery, the pipeline may sell the oil at public auction at the general office of the pipeline on any day not a legal holiday. The date for the sale shall be not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in the city where the general office of the pipeline is located. The notice shall give the time and place of the sale, and the quantity of the oil to be sold. From the proceeds of the sale, the pipeline may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be paid to the person lawfully entitled thereto.

12. NOTICE OF CLAIM

Notice of claim for loss, damage or delay in connection with the shipment of oil must be made in writing to the pipeline within ninety-one (91) days after, the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within ninety-one (91) days after a reasonable time for delivery has elapsed.

13. TELEPHONE – TELEGRAPH LINE – SHIPPER TO USE

If a pipeline maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipeline shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service.

14. CONTRACTS OF TRANSPORTATION

When a consignment of oil is accepted, the pipeline shall give the shipper a run ticket, and shall give the shipper a statement that shows the amount of oil received for transportation, the points of the origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

15. SHIPPER’S TANKS, ETC. - INSPECTION

When a shipment of oil has been offered for transportation, the pipeline shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this section.

16. OFFERS IN EXCESS OF FACILITIES

If oil is offered to any pipeline for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipeline shall be apportioned among all shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipeline. The pipeline shall be considered as a shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment.

17. INTERCHANGE OF TONNAGE

Pipelines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipelines, when the Commission finds that a necessity exists for connection, and under such regulations as said Commission may determine in each case.

18. RECEIPT AND DELIVERY – FOR NECESSARY FACILITIES

Each pipeline shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the Commission finds that a necessity exists therefore and under regulations by the Commission.

19. REPORTS OF LOSS FROM FIRES, LIGHTNING AND LEAKAGE

- (A) Each pipeline shall immediately notify the commission district office, electronically or by telephone, of each fire that occurs at any oil tank owned or controlled by the pipeline, or of any tank struck by lightning. Each pipeline shall in like manner report each break or leak in any of its tanks or pipelines from which more than five (5) barrels escapes. Each pipeline file the required information with the commission in accordance with the appropriate commission form within thirty (30) days from the date of the spill or leak
- (B) No risk of fire, storm, flood, or act of God, and no risk resulting from riots, insurrection, rebellion, war or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipeline, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from any such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipeline at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This Item No. 19 shall not apply if the loss occurs because of negligence of the pipeline.
- (C) Common carrier pipelines shall mail (return receipt requested) or hand deliver to landowners (persons who have legal title to the property in question) and residents (persons whose mailing address is the property in question) of land upon which a spill or leak has occurred, all spill or leak reports required by the commission for that particular spill or leak within thirty (30) days of filing the required reports with the commission. Registration with the commission by landowners and resident for the purpose of receiving spill or leak reports shall be required every five years, with the renewal registration starting January 1, 1999. If a landowner or resident is not registered with the commission, the common carrier is not required to furnish such reports to the resident or landowner.

SECTION II
Supplemental Seabrook Pipeline, LLC
Rules and Regulations Governing Crude Petroleum Transportation By Pipeline

25. CRUDE PETROLEUM DEFINED

“Crude Petroleum” means either the direct liquid products of oil wells, or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil or gas wells including gasoline and liquefied petroleum gases, as provided in Section 30.

[N] “WTI” means West Texas Intermediate Crude Petroleum that: (a) originates from Magellan Crude Oil Pipeline Company, L.P.’s Longhorn Crude system referenced in MCOP’s RCT No. 1.0.0 or from Bridgetex Pipeline Company, LLC’s Crude system referenced in Bridgetex’s RCT No. 1.2.0, including supplements thereto or reissues thereof; and (b) meets the specifications for WTI under the foregoing tariffs

30. MIXTURES

- (A) The indirect liquid products of oil or gas wells, including gasoline and liquefied petroleum gases, hereinafter referred to as indirect products, will be accepted and transported as a mixture with the direct liquid products of oil wells, hereinafter referred to as direct products, provided the product characteristics of the resulting mixture does not exceed that permitted by carrier’s facilities and operating conditions.
- (B) The indirect products portion of the mixture will be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the consignee and destination are the same and that operating conditions and the carrier’s facilities permit the indirect products portion to be mixed with the direct products of the same consignee. The rate to be assessed on each portion of the mixture shall be the rate applicable from the point at which each is received.
- (C) The direct and indirect products will be measured and tested separately and must be shown separately on the tender form.

40. DIVERSION OR RECONSIGNMENT

Crude petroleum in transport may be diverted without an additional charge to a destination other than originally specified on the tender, or crude petroleum in transport may be reconsigned to another shipper at point of destination only, provided such diversion or reconsignment is made in writing by the tendered shipper prior to delivery at original destination. This will be allowed subject to the rates, rules and regulations applicable from point of origin to point of final destination, upon condition that no out-of-line or backhaul movement will be made.

45. GAUGING, TESTING AND DEDUCTIONS – Deviation to Rule 9 whereby, a deduction of one tenth of one percent (0.1%) will be made to cover evaporation, interface losses, and other normal losses during transportation.

[N] For shipments to Choate Road Jct., TX each Shipper’s over/short position for each crude type will be balanced toward zero.

[N] For shipments from Genoa Jct., TX each Shipper’s over/short position for each crude type will be balanced toward zero as provided in Carrier’s Over/Short Balancing Process dated August 1, 2018, available upon request.

50. MINIMUM SHIPMENTS

Quantities of Crude Petroleum will be accepted for transportation as a single shipment to destinations applicable herein in amounts of not less than 50,000 barrels. Quantities of less than 50,000 barrels may be accepted for transportation if necessary for proration purposes and operating conditions permit and if such Crude Petroleum is of like quality and characteristics of that currently being transported.

70. NOMINATIONS

Crude Petroleum for shipment through Carrier's pipeline system will be received only on proper notice showing the point at which the Crude Petroleum is to be received, point or points of delivery, Consignee (if any), the product grade and the amount of Crude Petroleum to be transported. The Shipper notice must be submitted via Carrier's nomination system, (COBALT (or successor) system) (or alternate method approved by Carrier) prior to 5:00 p.m. Central time, on the 15th day of the month preceding the month for which the nominations apply. If the fifteenth (15th) day of the month falls on a weekend or holiday, then nominations are due on the last day that is not a weekend or holiday before the fifteenth (15th) day.

Upon receipt of nominations from Shippers, Carrier may conduct upstream and downstream verifications in accordance with the terms of the Nomination Verification Procedure set forth below. To the extent that a Shipper's nomination cannot be fully verified in accordance with such terms, as determined by Carrier in its sole discretion, the Shipper's nomination will be reduced by Carrier in accordance with the Nomination Verification Procedure set forth below.

[N] Shipper may only nominate Crude Petroleum as "WTI" or "West Texas Intermediate" if such Crude Petroleum meets the definition of WTI as defined under Item 25 herein. Carrier will not be liable for a Shipper's breach of the foregoing provision.

Nomination Verification Procedure:

Upon receipt of each month's nominations, Carrier may verify with each receipt point and delivery point a volume based on the volumes nominated to it (the "Verified Volume").

- 1.) Carrier may request that upstream connecting carriers or facilities verify the Shipper's nomination of volume to Carrier by the close of the first day of the nomination month. The volumes verified will be the Shipper's Verified Volume.
- 2.) With respect to nominations for delivery to a specific connecting carrier or other connecting party, Carrier may contact such party and request verification of each Shipper's volume nominated for delivery to its facility. Downstream connecting carriers and other connecting parties will follow their own procedure for verifying volumes to Carrier. The volumes verified will be the Shipper's Verified Volume.

110. PAYMENT OF TRANSPORTATION AND OTHER CHARGES

Shipper shall pay the transportation and all other charges accruing on Crude Petroleum delivered, adjusted to sixty degrees Fahrenheit (60°F). Carrier shall have a carrier's lien, as provided by Chapter 7 of the Texas Uniform Commercial Code, on all Crude Petroleum accepted for transportation to secure the payment of all charges, and may withhold said Crude Petroleum from delivery until all of the said charges shall have been paid.

Carrier will bill Shipper each month for transportation and other charges incurred during the previous month. If such a bill is not paid within ten (10) days after date of invoice or, if later, any other due date, Carrier shall have the right to assess a late charge at an interest rate of 1.5% per month, unless such rate is greater than the maximum rate allowed by law, in which case the maximum rate allowed by law will be used. Such late charge shall accrue from ten (10) days after date of invoice until payment is made. Carrier may require that all payments to Carrier for services pertaining to the transportation of Crude Petroleum be by wire transferred in accordance with the instructions on the Carrier's invoice to Shipper.

In the event Carrier determines that the financial condition of a Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines it is necessary to obtain security from a Shipper, Carrier will provide notice to Shipper and Shipper will provide, at Shipper's option to the extent acceptable to Carrier in the exercise of Carrier's good faith judgment, one of the following prior to Carrier's delivery of Shipper's Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Crude Petroleum: (1) prepayment of all charges by wire transfer, which shall be held by Carrier without interest accruing thereon until credited to Shipper, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier in Carrier's good faith judgment, or (3) a guaranty in an amount sufficient to ensure payment of all such charges, and in a form, and from a third party acceptable to Carrier in Carrier's good faith judgment. In the event Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

In addition to all other liens, statutory or otherwise, to which Carrier is entitled and unless the following grant is expressly prohibited by the terms of one or more security agreements or credit agreements creating prior, perfected security interests in the hereinafter-defined Collateral, Shipper hereby grants to Carrier a first priority, continuous and continuing security interest in all of the following, whether now or hereafter existing or acquired, as collateral for the prompt and complete payment and performance of Shipper's Obligations (as defined below): (a) All Crude Petroleum accepted by Carrier for transportation, or otherwise while in the possession of Carrier; (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents but only while in the possession of Carrier; and (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing. The property described or referred to in subsections (a) through (c) above is collectively referred to as the "Collateral." This grant secures the following (collectively the "Obligations"): (a) all antecedent, current and future transportation, special, ancillary and other lawful charges arising under or related to this tariff or the contracts entered into in connection with this tariff; (b) the repayment of any amounts that Carrier may advance or spend for the maintenance, storage or preservation of the Collateral; (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and (d) all other amounts now or in the future owed by Shipper to Carrier, whether or not of the same kind or class as the other obligations owed by Shipper to Carrier. Shipper authorizes Carrier to file such financing statements or other documents necessary to perfect and maintain the security interest herein granted.

150. APPORTIONMENT WHEN TENDERS ARE IN EXCESS OF FACILITIES

When there shall be tendered to the Carrier, for transportation, more Crude Petroleum than can be immediately transported, the transportation furnished by the Carrier shall be apportioned among Shippers as provided in Carrier's Pipeline Proration Policy dated April 1, 2017.

200. DESTINATION FACILITIES & ACCEPTANCE OF DELIVERY

Carrier will deliver Crude Petroleum to a Shipper at designated destination points. Shipper is responsible for arranging adequate facilities and services to receive and take the Crude Petroleum away at the destination points.

If a Shipper is not able to receive Crude Petroleum from Carrier at the time when Carrier has scheduled a delivery and if Carrier has no means of withholding delivery of such Crude Petroleum, then Carrier shall have the right to sell such Crude Petroleum to the first available purchaser at the best price reasonably obtainable; to use the proceeds thereof to pay pipeline transportation charges which shall be due as if delivery had been made; and to pay the balance of such proceeds to Shipper, unless conflicting claims for such remaining proceeds have been received by Carrier in which case Carrier shall be entitled to hold the balance of such proceeds for whomsoever may be entitled thereto.

Please note that the provisions of Section I are hereby amended or supplemented, as applicable by the provisions of Section II. In the event of any conflict between Section I and Section II of this tariff, Section II will govern.