

F.E.R.C. No. 171.39.0
(Cancels F.E.R.C. No. 171.38.0)

MAGELLAN PIPELINE COMPANY, L.P.

LOCAL AND JOINT VOLUME INCENTIVE PIPELINE TARIFF

APPLYING ON THE TRANSPORTATION OF

PETROLEUM PRODUCTS

MPL SOUTH ORIGINS

TO POINTS NAMED HEREIN

All rates contained herein are incentive rates, below the corresponding base rates found in **[W]** currently effective F.E.R.C. Nos. ~~161-56-0~~, ~~186-12-0~~, or ~~166-32-0~~ which are issued under authority of 18 CFR 342.4(c), 18 CFR 342.3 – indexing and 18 CFR 342.4 (b) – market based pursuant to the Commission’s Order on Application for Market Power Determination, Longhorn Partners Pipeline, L.P., Docket No. OR98-12-000, issued June 30, 1998 or pursuant to the Commission’s Order on Application for Market Power Determination, Chevron Pipe Line Company, Docket No. OR00-6-000, issued April 25, 2001.

Governed, except as otherwise provided herein, by rules and regulations published in Magellan Pipeline Company, L.P.’s **[W]** currently effective F.E.R.C. No. ~~158-34-0~~ or F.E.R.C. No. ~~159-27-0~~ ~~supplements thereto and reissues thereof.~~

The rates named in this Tariff are expressed in cents a barrel of 42 U.S. Gallons and are subject to change as provided by law.

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

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ITEM NO. 250 QUARTERLY VOLUME INCENTIVE PROGRAM

From: Texas City, TX (Galveston County)

To: Pasadena, TX (Harris County) and/or MPL Galena Park, Jct. (Holland Ave. Jct.)(Harris County), TX

1. Rates set forth in this Item apply to deliveries of Petroleum Products from the Single Incentive Rate Origin defined as Texas City, TX to the Incentive Destinations defined as Pasadena, TX and/or MPL Galena Park, Jct. (Holland Ave Jct) (Harris County), TX.

Any Shipper desiring to avail itself of the Incentive Rate, as set forth herein must satisfy all of the following provisions to be a “Participating Shipper”

- Shipper must enter into a prior written commitment with Carrier.
- The Effective Date of this commitment will be on the first day of the first calendar month following receipt by Carrier of the executed written commitment from the Shipper or agreed upon Effective Date.
- The Minimum Quarterly Volume Requirement shall be 14,875,000 barrels delivered Quarterly by Shipper from the Single Incentive Rate Origin to the Incentive Destinations defined herein. “Quarterly” means any three (3) consecutive months.

2. In addition to the terms and conditions contained in this item, all applicable rules and regulations in MPL’s **[W]** currently effective F.E.R.C. No. 158-34.0, and any exceptions referenced in F.E.R.C. No. 161-57.0, Item 400 or F.E.R.C. No. 186-12.0, and any supplements thereto and reissues thereof, also apply.

3. Carrier will invoice the Shipper at the time of shipment and at the rates set out in the following tariff publications as applicable: Item 400 of MPL’s **[W]** currently effective F.E.R.C. No. 161-57.0 and Item 200 of MPL’s F.E.R.C No. 186-12.0, supplements thereto and reissues thereof. Shipper will bear all other applicable charges in MPL’s **[W]** currently effective F.E.R.C. No. 158-34.0 and any, supplements thereto and reissues thereof.

4. Incentive Rates:

FROM	TO	INCENTIVE RATE	
Texas City, TX (Galveston County)	Pasadena, TX (Harris County)	[U] 29.56	
	MPL Galena Park Jct. (Holland Ave Jct.) (Harris County), TX	Uncommitted	[U] 65.10
		Tier 2	[U] 68.47
		Tier 3	[U] 71.23

Note: Committed Tiers are defined in MPL’s **[W]** currently effective F.E.R.C. 186-12.0, supplements thereto and reissues thereof.

5. Carrier may increase the rates set out in paragraph 4 above if the corresponding base rate in Item 400 of MPL’s **[W]** currently effective F.E.R.C. No. 161-57.0 or Item 200 of MPL’s **[W]** currently effective F.E.R.C. No. 186-12.0 and any successive issues, reissues and amendment thereto, are increased. The increase will be limited to the same percentage as the corresponding base rate increase. However, if

Carrier elects not to take an allowed increase in a given year, then it may take the cumulative increase from the previous increase set forth in this Paragraph in subsequent period.

6. At the end of any Quarter (three (3) consecutive months), if the Shipper has met the Minimum Quarterly Volume Requirement, Carrier will calculate the difference between the rate invoiced under paragraph 3 and the Incentive Rate defined in paragraph 4 multiplied by the actual volume delivered to the defined Destinations from the Single Incentive Rate Origin for Shipper, and Carrier will issue such payment to Shipper the following month after the end of such Quarter.

7. Shipper may cancel participation in this program by providing Carrier with 60 days written notice and/or Carrier may cancel this program by providing all participating shippers with 60 days written notice.

ITEM NO. 400

15-YEAR VOLUME INCENTIVE PROGRAM

From: East Houston, TX and Galena Park, TX and Port Arthur, TX

To: Santa Teresa (UP Fuel Depot), NM

1. Rates set forth in this Item apply to the transportation of diesel fuel products meeting all of Carrier's published specifications therefor ("Product") from the Incentive Rate Origins defined as East Houston, TX, Galena Park, TX and Port Arthur to the Single Incentive Destination defined as Santa Teresa (UP Fuel Depot), NM.

Any Shipper desiring to avail itself of the Incentive Rates, as set forth herein must satisfy all of the following provisions to be a "Participating Shipper"

- Shippers must enter into a prior written Throughput and Deficiency Agreement ("T&D") with Carrier.
- The "Commitment Term" shall be at least one hundred eighty (180) months, but not longer than the effectiveness of this Item or any successive issues, reissues, amendments thereto, or extensions as provided for in the T&D. The first (1st) Contract Year of the Commitment Term will begin on the Service Commencement Date.
- The Service Commencement Date of this commitment will be defined in the executed T&D between Carrier and Shipper.

2. In addition to the terms and conditions contained in this item, all applicable rules and regulations in MPL's **[W]** currently effective F.E.R.C. No. 158-34.0, ~~supplements thereto and reissues thereof~~, for movements from East Houston, TX or Galena Park, TX and F.E.R.C. No. 159-28.0, for movements from Port Arthur, TX also apply.

3. Shipper must select a Minimum Annual Volume Commitment of either (A) the First Tier Volume level of 1,825,000 barrels per year or (B) the Second Tier Volume Level of 2,555,000 barrels per year. The applicable Volume Incentive Rates for each Tier are specified in Paragraph 4 of this Item.

If Shipper selects the Minimum Annual Volume Commitment of the First Tier Volume level of 1,825,000 barrels, Shipper may make a one-time election to increase its Minimum Annual Volume Commitment to the Second Tier Volume level of 2,555,000 barrels by providing Carrier 60 days advance written notice prior to the Service Commencement Date or at the expiration of any of the first five (5) Contract Years during the Commitment Term. If such election occurs pursuant to such duly-given notice, Shipper will be afforded the Second Tier Volume Incentive Rate specified in Paragraph 4 of this Item effective, as applicable, upon the Service Commencement Date or the Contract Year immediately succeeding the expired Contract Year.

For any Shipper that selects the Minimum Annual Volume Commitment of the First Tier Volume level and that ships a volume of Product in excess of 7,000 barrels per day multiplied by the number of days in a given calendar month, such volumes that are in excess of the 7,000 barrels-per-day computation shall be deemed Excess Monthly Shipments. Any such Excess Monthly Shipments shall receive the Second Tier Volume Incentive Rate specified in Paragraph 4 of this Item.

4. Volume Incentive Rates

FROM	TO	INCENTIVE RATE (cents per barrel)	
		First Tier Volume Incentive Rate	Second Tier Volume Incentive Rate
East Houston, TX Galena Park, TX	Santa Teresa (UP Fuel Depot), NM	[U] 318.44	[U] 289.50
Port Arthur, TX		[I] 413.74	[I] 384.80

The Volume Incentive Rates from East Houston, TX and Galena Park, TX to Santa Teresa (UP Fuel Depot), NM will automatically escalate beginning on July 1, 2014 and continuing on each anniversary date thereafter for the duration of the Commitment Term, at the rate of two and one-half percent (2.5%) per year.

The Incentive Rate contained herein will only apply to volumes of Product from Shipper's inventory shipped by Shipper, in its name and for its own account, from the Incentive Rate Origins, and delivered at the Incentive Destination from Shipper's inventory during the Commitment Term.

5. Carrier will invoice the Shipper at the rates set out in Paragraph 4 of this item, at the time of shipment. Shipper will bear all other applicable charges in MPL's **[W]** currently effective F.E.R.C. No. ~~158.34.0, supplements thereto and reissues thereof~~ for movements from East Houston, TX or Galena Park, TX. Shipper will bear all other applicable charges in MPL's **[W]** currently effective F.E.R.C. No. ~~159.28.0, supplements thereto and reissues thereof~~ for movements from Port Arthur, TX.

6. If at the end of any Contract Year, the Shipper has not met the defined Minimum Annual Volume Commitment, Shipper will pay a deficiency equal to the difference between its defined Minimum Annual Volume Commitment and the actual volume of Product duly-nominated and delivered for shipment at the Incentive Rate Origins and Carrier's Origins* defined in Item 200, **[W]** currently effective F.E.R.C. No. ~~161.57.0, any supplements thereto and reissues thereof~~, during the applicable Contract Year multiplied by the First Tier Volume Incentive rate from East Houston, TX and/or Galena Park, TX defined in Paragraph 4 of this item. Such a "Deficiency Payment" will be treated as a prepayment and the Shipper will be credited for prepaid transportation, on a dollar for dollar basis, toward the Shipper's payment obligations for its shipments of certain Product volume under this tariff during the immediately-succeeding Contract Year, but only to the extent of such Shipper Product volumes in excess of the volumes delivered by such Shipper over and above its Minimum Annual Volume Commitment for that Contract Year. Additionally, any prepaid transportation accrued by a Shipper in the first Contract Year will be applied, during a twenty-four month period immediately-succeeding the first Contract Year, but only to the extent of such Shipper Product volumes in excess of the volumes delivered by such Shipper over and above its Minimum Annual Volume Commitment for the applicable Contract Year. At the expiration of the Commitment Term, Shipper shall have the immediately-following twelve month period to apply any remaining Prepaid Transportation as a credit against the applicable transportation movement. All remaining Prepaid Transportation that is not applied within the allotted time period shall become sole property of MPL.

* Shipper will be given credit against its Minimum Annual Volume Commitment for a Contract Year for each barrel of Product from Shipper's inventory which is shipped on Carrier's pipeline system by Shipper, in its name and for its own account, from Carrier's Origins defined in Item 200, **[W]** currently effective

F.E.R.C. No. 161.57.0, any supplements thereto and reissues thereof, and delivered at the Incentive Destination during such Contract Year.

7. Carrier shall not be obligated during any one calendar month to receive for shipment from a Shipper more than one hundred twenty-five percent (125%) of the prorated monthly Minimum Annual Volume Commitment for that Shipper, as defined in Paragraph 3.

ITEM NO. 450

10-YEAR VOLUME INCENTIVE PROGRAM

From: Stanton Station, TX

To: SFPP, LP (Kinder Morgan Pipe Line) El Paso, TX (El Paso County), Albuquerque Station (Bernalillo County), NM and El Paso-MPL, TX (El Paso County)

1. Origin and Destinations

Rates set forth in this Item apply to deliveries of Petroleum Products from the Incentive Origin defined as Stanton Station, TX to the Incentive Destinations defined as SFPP, LP (Kinder Morgan Pipe Line) El Paso, TX (El Paso County), Albuquerque Station (Bernalillo County), NM and El Paso-MPL, TX (El Paso County) ②.

2. Throughput Commitment

Any shipper desiring to participate in the Ten-Year Volume Incentive Program, as set forth herein, must satisfy all of the following provisions to be a “Participating Shipper”.

- A Participating Shipper must have entered into a prior written Volume Incentive Agreement with Carrier. The Volume Incentive Agreement shall contain additional terms, including without limitation treatment of deficiencies and conditions for reductions of the Volume Commitment.
- The Commitment Term of this program will be ten (10) years with up to two additional five-year extensions and will begin on the commencement of the Commitment Term, as established pursuant to the Volume Incentive Agreement, but not longer than the effectiveness of this Item or any successive issues, reissues and amendments thereto.
- The Participating Shipper agrees to ship and ultimately deliver, on a ratable basis, as Inventory Owner 2,920,000 Barrels of Petroleum Product each Contract Year (the “Volume Commitment”) over the Commitment Term from the Incentive Origin, Stanton Station, TX to the Incentive Destinations of SFPP, LP (Kinder Morgan Pipe Line) El Paso, TX (El Paso County), Albuquerque Station (Bernalillo County), NM and El Paso-MPL, TX (El Paso County) ②. Additionally, any volumes that Participating Shipper ships and delivers, as Inventory Owner, from the Incentive Origin to Carrier’s Odessa, TX destination or any future Carrier Midland, TX destination (each an alternate delivery point) which Participating Shipper paid a non-incentive tariff rate will count toward the annual Volume Commitment during the Contract Year.

3. Incentive Rates

FROM	TO	INCENTIVE RATE (cents per barrel)
Stanton Station, TX	SFPP, LP (Kinder Morgan Pipe Line) El Paso, TX (El Paso County)	[U] 170.25
	El Paso – MPL, TX (El Paso County) ②	[U] 170.25 ②
	Albuquerque Station Bernalillo County, New Mexico	[U] 471.04

- *Adjustment of the Incentive Rates will be in accordance with the Volume Incentive Agreement*

4. The Incentive Rate will only be applied to volumes shipped and ultimately delivered by the Carrier for Participating Shipper, as Inventory Owner, from the Incentive Origin to the Incentive Destinations, shown in Paragraph 3 for the Contract Year.

5. In addition to the terms and conditions contained in this item, all applicable charges, rules and regulations in MPL's **[W]** currently effective F.E.R.C. No. 158-34.0 and TX No. 49-23.0, ~~supplements thereto and reissues thereof,~~ shall apply.

6. Carrier will invoice the Shipper at the time of shipment and at the current base rates (non-incentive rates). After the end of each month, Carrier will calculate the difference between the base rate invoiced and the applicable Incentive Rate in Paragraph 3 of this Item, for volumes ultimately delivered during the previous month at El Paso (MPL), TX (El Paso County) ~~2~~, SFPP, LP (Kinder Morgan Pipe Line) El Paso, TX (El Paso County) and Albuquerque Station (Bernalillo County), NM, the Incentive Destinations, by the Participating Shipper as the Inventory Owner from the eligible Incentive Origin(s), and will issue a payment to Participating Shipper.

7. Exception to Carrier's **[W]** currently effective F.E.R.C. No. 158-34.0 and Texas No. 49-23.0, Item 95-Minimum Shipment: A shipment of 5,000 Barrels or more of Petroleum Products of the same required specification shall be accepted for transportation from the Incentive Origin.

References: ② El Paso-MPL, TX (El Paso County) – Texas Intrastate Move

PARTICIPATING CARRIERS

Explorer Pipeline Company

Phillips 66 Carrier LLC

EXPLANATION OF REFERENCE MARKS

- | | |
|------------|------------------------|
| [C] | Cancel |
| [D] | Decrease |
| [I] | Increase |
| [N] | New |
| [U] | Unchanged |
| [W] | Change in wording only |