

VALERO SKELLYTOWN PIPELINE, LLC

LOCAL PIPELINE TARIFF

Containing the Rates, Rules and Regulations Governing the
Interstate Transportation by Pipeline of

PETROLEUM PRODUCTS

[I] All rates in this issue are Increased.

From	To	Rate in Dollars Per Barrel of 42 U.S. Gallons
Valero Refining-Texas, L.P. – Houston, TX Refinery	Interconnection to Magellan Pipeline Galena Park, TX	[I] \$0.1085

[N] Issued under authority of 18 C.F.R. § 342.3 (Indexing).

[C] ~~Issued under authority of 18 C.F.R § 342.4(c) (Settlement Rates).~~

Subject to the Rules and Regulations Shown in Items 1000.01 to 1000.11, herein.

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

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SYMBOL:

- [C] Cancel
- [N] New
- [W] Wording
- [I] Increase

RULES AND REGULATIONS

Carrier will accept products (as defined herein) for interstate transportation by pipeline from the point of origin to the point of destination named in this tariff, subject to the following rules and regulations:

1000.01. DEFINITIONS

"Carrier" shall mean Valero Skellytown Pipeline, LLC.

"Petroleum Products" shall mean gasoline and distillate products conforming to specifications issued by Carrier.

"Barrel" shall mean forty-two (42) United States gallons equivalent liquid volume at sixty degrees Fahrenheit (60°F.) and equilibrium vapor pressure.

"Shipper" shall mean the party who contracts with Carrier for transportation of Petroleum Products under the terms of this staff.

1000.02. SPECIFICATIONS REQUIRED

Petroleum products will be accepted for transportation only at such time as petroleum products of similar quality and characteristics are being transported from receiving point to delivery point.

Carrier may require Shipper to furnish a certificate by a licensed petroleum inspector showing the final tests of the petroleum products tendered for transportation.

Petroleum products, before tender, shall be dehydrated sufficiently to prevent the deposition of free water in the pipelines, and shall be free of suspended aqueous chemical solutions and solid matter in suspension.

1000.03. STORAGE AND DESTINATION FACILITIES

Carrier will not undertake to provide tankage for the receipt of petroleum products at receiving point or for the delivery of petroleum products at destination. Shipments will be accepted for transportation only from tankage provided by Shipper at established receiving point for delivery to tankage provided in advance by Shipper or consignee at established delivery point.

1000.04. MINIMUM TENDER

Petroleum products may be tendered for transportation in quantities of not less than 5,000 barrels.

1000.05. APPORTIONMENT WHEN TENDERS ARE IN EXCESS OF FACILITIES.

When there shall be tendered to Carrier for transportation greater quantities than can be immediately transported, the transportation shall be apportioned among all Shippers in proportion to the amounts tendered by each; provided that no tender for transportation shall be considered beyond the amount which the Shipper requesting the shipment has on hand available and ready for shipment. Carrier shall be considered as a Shipper of quantities tendered by itself and held for shipment through its lines and its shipments shall be entitled to participate ratably in such apportionment.

1000.06. PETROLEUM PRODUCTS INVOLVED IN LITIGATION, ETC.

Carrier shall have the right to reject any petroleum products, when tendered for transportation, which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and it may require of the Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against all loss.

1000.07. MEASURING, TESTING AND DEDUCTIONS

All shipments tendered Carrier for transportation shall be tested, gauged or metered by a representative of Carrier prior to, or at the time of receipt from the Shipper, but the Shipper shall at all times have the privilege of being present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperatures to sixty degrees (60°F.) Fahrenheit. Full deduction will be made for all water and other impurities.

1000.08. IDENTITY OF PETROLEUM PRODUCTS

Petroleum products will be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination and Carrier will not be obligated to make delivery of the identical petroleum products received for transportation. Carrier may, therefore, make delivery of petroleum products out of common stocks of similar petroleum products on hand at delivery point.

1000.09. LIABILITY OF CARRIER

Carrier shall not be liable for any loss of any petroleum products, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of the Shipper or consignee, or from any other cause not due to negligence of the Carrier in case of losses from such causes, other than the negligence of the Carrier, losses shall be charged proportionately to each shipment in the ratio that such shipment or portion thereof, received and undelivered at the time the loss or damage occurs bears to the total of all shipment, or portions thereof, then in the custody of the Carrier for shipment via the lines or other facilities in which the loss or damage occurs; the consignee shall be entitled to receive only that portion of its shipment remaining after deducting its proportion of such loss or damage determined as aforesaid and shall be required to pay transportation charges only on the quantity delivered.

Carrier will assume no liability where operational, scheduling, excess demand, delays and other problems encountered in pipeline operations prevents its ability to maintain schedules or comply with Shipper's withdrawal requirements.

1000.10. UNPAID CHARGES, LIEN FOR AND SALE TO COVER

The Shipper or consignee shall pay the transportation and all other lawful charges accruing, and, if required, shall pay same before delivery at destination. Carrier shall have a lien on all petroleum products to cover charges for more than five (5) days after notice of readiness to deliver, Carrier, by agent, may sell said petroleum products at public auction at the office of the Carrier in San Antonio, Bexar County, Texas, on any day not a legal holiday and not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in San Antonio, Texas, said notice giving the time and place of the sale and the quantity of the petroleum products to be sold. Carrier may be a bidder and purchase at such sale. From the proceeds of the sale Carrier may pay itself all charges lawfully accruing, and all expenses of said sale, and the net balance shall be held for whosoever may be lawfully entitled thereto.

1000.11. NOTICE OF CLAIMS

Notice of claims for loss, damage or delay in connection with shipments must be made to the Carrier in writing within nine (9) months after same shall have accrued, or, in case of failure to make delivery, within nine (9) months after a reasonable time for delivery shall have elapsed. Such claims, fully amplified, must be filed with the Carrier within such nine (9) month period, and unless so made and filed the Carrier shall be wholly released and discharged therefrom and shall not be liable therefor in any court of justice. And no suit at law or in equity shall be maintained upon any claim unless instituted within two (2) years and one (1) day after the cause of action accrued.