

EVERGLADES PIPE LINE COMPANY, L.P.

RULES AND REGULATIONS

Applying On The Transportation Of

AVIATION TURBINE FUEL

From

PORT EVERGLADES, FLORIDA

To

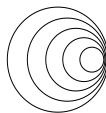
POINTS IN FLORIDA

ISSUED: July 27, 2010

EFFECTIVE: August 1, 2010

The provisions published herein, if effective, will not result in an effect on the quality of the human environment

Issued by:
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RULES AND REGULATIONS

This carrier will receive petroleum products for pipe line transportation only to established delivery terminals on its own lines, subject to the following conditions:

1. **PETROLEUM PRODUCTS DEFINED** - The term "petroleum products" as used herein shall mean and be limited to gasoline and petroleum oil distillates.
2. **SPECIFICATIONS** - Petroleum products will be accepted for transportation only when specifications thereof are in agreement with those of petroleum products being currently transported; are free from water and other impurities and have a color not darker than No. 3 ASTM. **[N] A Certificate of Analysis must be provided to the delivery terminal and to Everglades Pipeline at least 2 hours prior to shipment. The Certificate of Analysis must include the following information and results:**
 - Batch Identification Number for the pipeline batch that the tests represent
 - All test results from the latest version of ASTM D1655 Table 1
 - Millipore (ASTM D2276) result (NOTE: must use minimum of 3 gallons for millipore test)
 - Aqua-glo Free Water (NOTE: test method must use 500 ML and 1 gallon flush)
 - Listing of any additives and the dosage rate
3. **DESTINATION FACILITIES** - Petroleum products will be received for transportation only when the shipper or consignee has provided the necessary facilities for receiving said petroleum products on arrival at destination.
4. **MINIMUM TENDERS** - Petroleum products shall be tendered for transportation in quantities of not less than 15,000 barrels of 42 U.S. gallons of any one specification product from one consignor, consigned to one consignee, except tenders for transportation to Fort Lauderdale-Hollywood International Airport, which shall not be less than 2,500 barrels.
5. **MEASURING AND VOLUME CORRECTION** - Quantities of petroleum products received at origin and delivered at destination shall be determined by meters or tank gauges. Volumes shall be corrected by recognized means from observed temperature and pressure to a temperature of 60 Degrees Fahrenheit and a pressure of zero psi gauge. Shippers or consignees shall have the privilege of being present or represented at the times of measuring and volume correction.
6. **LIENS AND UNPAID CHARGES** - Petroleum products will be accepted for transportation only when free from all liens and charges.
7. **TRANSPORTATION CHARGES** - Transportation charges will be assessed and collected at the rates named herein on the basis of the number of barrels of petroleum products actually delivered at destination after volume corrections as provided for in Item 5.
8. **PAYMENT OF TRANSPORTATION AND OTHER CHARGES** - The transportation and all other lawful charges accruing on petroleum products accepted for shipment, based on the rates applicable to the terminal points at which delivery is made, shall, on demand, be paid before the release of petroleum products in the custody of the carrier. If required, charges shall be paid at point of origin. Petroleum products accepted for transportation shall be subject to a lien for all lawful charges.
9. **LIABILITY OF CARRIER** - While in possession of the property herein described, the carrier shall not be liable for any loss or damage or delay caused by the act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods, or act or default of shipper or owner, or for any other cause not due to the negligence of the carrier whether similar or dissimilar to the causes herein enumerated; in such cases, the owner shall stand the loss in the same proportion as the amount accepted for transportation and actually in the carrier's custody bears to the whole of the property of all shippers in the system of the carrier at the time of such loss and shall be entitled to receive only such portion of his shipment as is left after deducting a due proportion of the loss as above. In case of a loss by fire, if there be held by the carrier any insurance against such loss, the benefit of such insurance shall extend to the owner or party suffering the loss, so far as this shall not avoid the policies or contracts of insurance.

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10. CLAIMS, TIME FOR FILING - As a condition precedent to recovery, claims must be filed in writing with the carrier within nine (9) months after delivery of the property or in case of failure to make delivery, then within nine (9) months after a reasonable time has elapsed, and suit shall be instituted against the carrier only within two (2) years and one (1) day from the day that notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted therein in accordance with the foregoing provisions, such claims will not be paid and the carrier will not be liable.

Explanation of Reference Marks:

[N] New

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