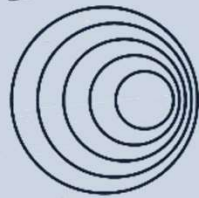




2025



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Pipeline Scheduling Seminar

Interstate Commerce Act Reminder

As part of Buckeye's dedication to compliance with our Code of Conduct and the laws that undergird the regulations contained therein, before we begin, we want to remind you of some rules of the road. Shipper's Conferences like this are ripe situations for inadvertently disclosing shipper information, which is prohibited by the Interstate Commerce Act. Shipper Information would include things like the nature, kind, quantity, destination, or routing of a shipment nominated for a Common Carrier Pipeline, like Buckeye. Furthermore, Shipper's Conferences can introduce scenarios where we need to be especially sensitive to avoid anti-trust or anti-competitive conduct. These laws protect free trade and the consumer's freedom of choice by ensuring a level playing field. Violations can occur when an individual company seeks to gain an unfair advantage. Specifically, you should avoid discussing prices with competitors, agreeing with competitors to restrict or increase output levels, agreeing with competitors not to deal with another company, or dividing markets with competitors. If you have any questions or concerns, please speak directly with a Buckeye representative.

RO1 Changed as requested

Oehmke, Rachel, 2025-05-20T14:12:11.710



Agenda

INTRODUCTION

ITEM NO.115 – DISPOSITION OF COMMODITIES ON FAILURE
TO ACCEPT DELIVERY

ITEM NO.140 – PENALTIES FOR LATE CHANGES IN
NOMINATIONS

BROADWAY 3 EXPANSION- MEETING CUSTOMERS NEEDS &
MARKET DEMAND



2025



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Item No. 115: Disposition of Commodities on
Failure to Accept Delivery



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Item No.115

DIRECTLY FROM BUCKEYE PIPE LINE COMPANY, L.P. SHIPPER NOTEBOOK: FERC No. 436.17.0

(A) In the event Carrier has accepted Commodities for transportation in reliance upon Shipper's representations as to acceptance at Destination, and there is failure to promptly accept such Commodities as scheduled at Destination, then and in such event Carrier shall have the right to divert, reassign, or make whatever arrangements for disposition of the Commodities it deems appropriate to clear its pipeline facilities.

(B) If the Shipper cannot accept the scheduled delivery and Shipper makes timely arrangements for delivery at another local or more distant destination point, Carrier will permit such diversion or reassignment consistent with the provisions of Item No. 65 of this tariff. Carrier will consider all such diversion or reassignment arrangements to be timely if notice of these alternate arrangements is received by the Carrier in sufficient time to avoid shutting down operation of the affected pipeline segment or facilities. If suitable diversion or reassignment arrangements are made by the Shipper but the Carrier is not notified in time sufficient to avoid a shutdown of the affected pipeline segment or facilities, then an assessment of [U] five thousand dollars (\$5,000.00) for each hour of lost operation or fraction thereof will be made on the Shipper.

Summary in Laymen's Terms for Item No.115:

Buckeye accepts nomination based on Shipper representation that delivery tanker will accept delivery as scheduled, therefore, Shipper is responsible if the delivery tanker cannot accept delivery.

If the delivery tanker cannot accept delivery:

Shipper can adjust plan to divert the product to another terminal

If Buckeye is unable to avoid shutdown due to inability to accept delivery, Shipper (*not Terminal*) is subject to a \$5,000 per hour charge for each hour the line is down

If Shipper fails to make arrangements and intermediate breakout tankage space is available, Buckeye will divert the product.

- Rescheduling and Diversion charge of \$1,000
- \$0.25 storage fee per bbl per week

Slide 6

RI1 Suggest personalizing some by changing the pronoun from "we" to "Buckeye" and "your" to "shipper"

Ingalls, Robert T., 2025-05-19T18:32:53.170

RO1 0 Changed as requested

Oehmke, Rachel, 2025-05-20T14:07:13.398

TZ2 In discussion, can mention that the Pipeline shipments are made under agreement (tariff) with the Shipper. If the Terminal is responsible for the shutdown and resultant charges, it is the Shipper's responsibility (or opportunity) to resolve payment of penalties with the Terminal.

Zeth, Thomas R., 2025-06-14T15:50:54.008

What is the Purpose of Item No.115:

RI1

Avoid unscheduled controlled shutdowns:

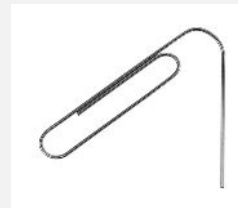
- Impacts all customers moving product on the line segments, field operations and multiple terminal locations.
 - All scheduled deliveries and receipts are delayed
- Causes line segments to run late.
 - Could impact number of days available in next months capacity allocation assessment, which impacts all customers.

Avoid uncontrolled shutdowns:

- Tanker advises they are open and ready for delivery. However, they do not have a clear path of flow established, which leads to an Abnormal Operating Event (AOE).
 - Leads to unnecessary stress and pressure cycling on a pipeline
 - May lead to equipment failures and/or an Operational Incident
 - May lead to exceeding safe operating pressures

All AOE's and Operational Incidents are investigated and documented.

Note: Some incidents require PHMSA Safety Related Condition (SRC) reporting and can, through corrective actions, require Maximum Operating Pressure (MOP) reductions that reduce pipeline capacity and delivery flexibility.



Slide 7

RI1 Instead of "pump outs" should we say "receipts"?

Ingalls, Robert T., 2025-05-19T18:33:22.845

RO1 0 Changed as requested

Oehmke, Rachel, 2025-05-20T14:08:14.930

TZ1 1 I included references to AOE's as well as OI's - the AOE's will tie it into the CC concerns

Zeth, Thomas R., 2025-06-14T15:57:50.203

Potential Additional Fees for Item No. 115:

Additional Fees as spelled out in the Shipper Notebook:

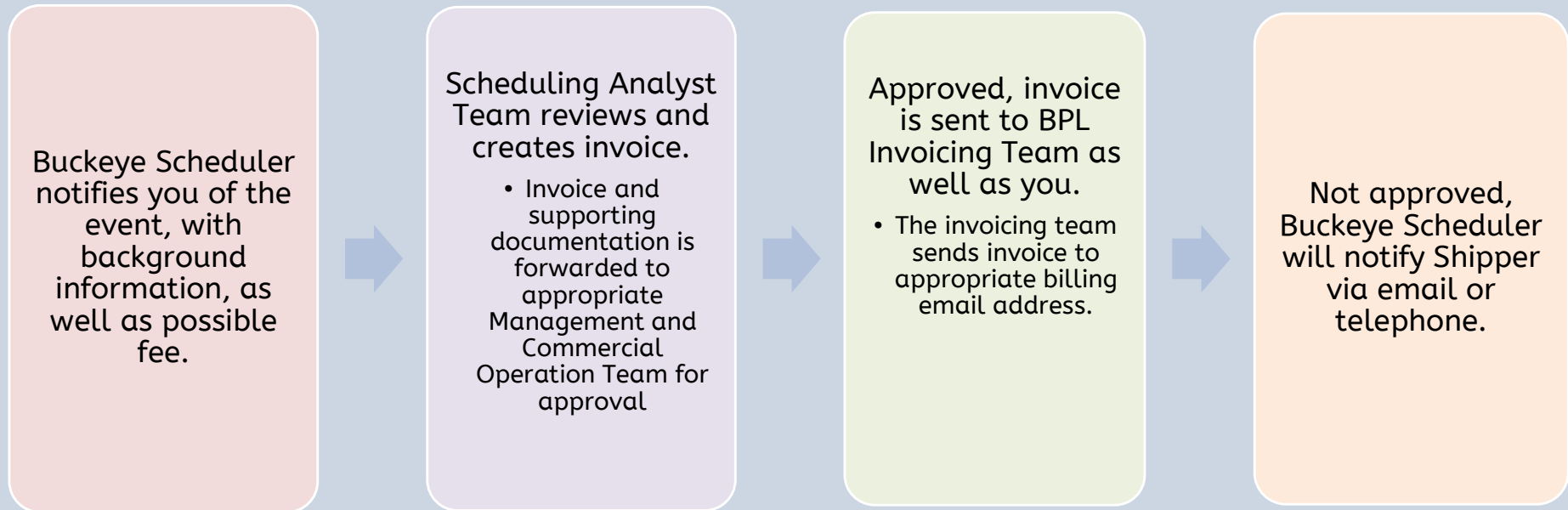
- Shipper is responsible for any and all claims brought against the Carrier from other Shippers or affected parties as a result of the extended interruption of scheduled pipeline service.
- Shipper will also be responsible for any and all costs incurred by the pipeline to provide alternative service to its other Shippers whose Commodities are blocked in the pipeline facilities by the shutdown. TZ1

Slide 8

TZ1 I think it's fair to say that this is NOT COMMON. This would be for extensive shutdowns that have a severe impact to operations. Prior to this rule being in place, we had a Shipper-caused shutdown that had a pipeline system down for weeks; this is an unacceptable position to put Buckeye and other Shippers in!

Zeth, Thomas R., 2025-06-14T16:00:15.136

How Are You Notified of an Item No. 115 Invoice?



Slide 9

RI1 Not sure we need this slide

Ingalls, Robert T., 2025-05-19T18:44:06.390

RO1 0 We want to let the Shippers know the invoicing process, so they know when and how they are notified. We have a review process through multiple levels and they are copied on the invoice.

Oehmke, Rachel, 2025-05-20T14:10:06.634



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Item No. 140: Penalties for Late Changes in
Nominations



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Item No.140

DIRECTLY FROM BUCKEYE PIPE LINE COMPANY, L.P. SHIPPER NOTEBOOK: FERC No. 436.17.0

ITEM NO. 140 – PENALTIES FOR LATE CHANGES IN NOMINATIONS

Unless otherwise noted, to reduce the schedule's variability, a late change penalty will be assessed to any Shipper who, within three (3) business days prior to the scheduled lifting date, (1) changes any designated Origin Point or Tanker from the Origin Point or Tanker identified in Shipper's Nomination, or first identifies the designated Origin Point or Tanker, or (2) changes the amount of Barrels of Petroleum Products for transportation from what is reflected in Shipper's Nomination, or within three (3) business days prior to the scheduled delivery date, (1) changes any designated Destination Point or Tanker from the Destination Point or Tanker identified in Shipper's Nomination, or (2) changes the amount of Barrels of Petroleum Products for transportation from what is reflected in Shipper's Nomination. The applicable late change penalty will depend on the number of business days prior to the scheduled lifting or delivery date on which Shipper makes any of the above-noted changes to its Nomination, as provided in the table below:

Summary in Laymen's Terms for Item No. 140:

Buckeye accepted nomination based on Shipper representation of receipt location and tanker as well as delivery location and tanker.

If Shipper must change either the receipt point or delivery point of an item that is on the schedule, Buckeye will make every effort to accommodate.

If changes are made within three (3) full business days prior to the scheduled lifting or delivery date, then a penalty may be incurred.

Slide 13

RI1 Same comment on using "Buckeye" instead of we

Ingalls, Robert T., 2025-05-19T18:44:48.084

RO1 0 Changed as requested

Oehmke, Rachel, 2025-05-20T14:12:01.147

Item No. 140 Fee Schedule:

Nomination Change*	Penalty (in cents per barrel)
Three (3) business days prior to scheduled lifting or delivery date	[U] 15.00
Two (2) business days prior to scheduled lifting or delivery date	[U] 20.00
One (1) business day prior to scheduled lifting or delivery date	[U] 30.00
Same day as scheduled lifting or delivery date	[U] 40.00

How Does Item No. 140 Benefit You:

Since late changes impact all receipts or deliveries on a line segment, one Shipper's change will impact all Shippers on a given segment

Changes in schedules also impact receipt terminals and refineries as well as manned delivery terminals.

Less changes lead to more stable schedules and allows you to better plan on terminal draw down and product availability.

Change in nomination alters schedule, which causes a line to shutdown or run slower. This may cause potential run out of product at a terminal or not be able to bring product into a terminal due to conflicts.

Slide 15

RI1 Suggest removing the paper clip and just centering rest of the bubbles.
Ingalls, Robert T., 2025-05-19T19:11:17.283

RO1 0 Changed per request
Oehmke, Rachel, 2025-05-20T14:12:55.217

When Would Charges Not Apply for Item No. 140?

**DIRECTLY FROM BUCKEYE PIPE LINE COMPANY, L.P.
SHIPPER NOTEBOOK: FERC No. 436.17.0**

ITEM NO. 140 – PENALTIES FOR LATE CHANGES IN NOMINATIONS

The penalties described in this Item No. 140 shall not apply when (1) Carrier or Shipper disrupts or otherwise modifies the pipeline schedule due to an event of Force Majeure and/or (2) deliveries of Shipper's Petroleum Products were reduced at the request of Carrier, or where Carrier's operational issues prevent receipt or delivery of Barrels tendered by Shipper.

Slide 16

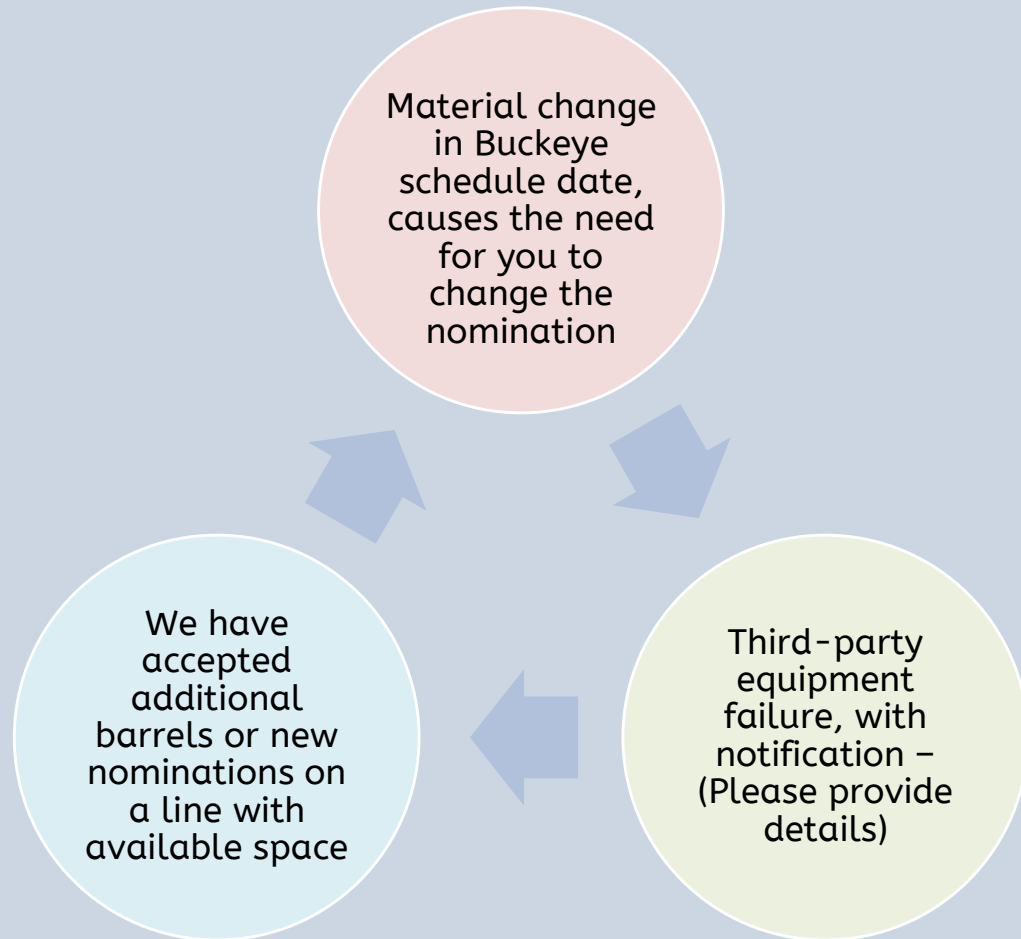
RI1 I would suggest skipping this slide and just use the next one

Ingalls, Robert T., 2025-05-19T19:10:37.841

RO1 0 When we did the presentation on Allocation, Legal wanted us to include wording directly from the shipper notebook. We agree that this slide is basically a space holder.

Oehmke, Rachel, 2025-05-20T14:14:59.508

When Would Fees Not Apply for Late Changes to a Nominations:



How Do You Know A Charge May Apply?

- ✓ A popup appears when you're updating a nomination in T4 of a possible charge
- ✓ You can review your nominations with late changes under Nomination Integrity search in T4

If you disagree a charge should be applied for a change you are making

CONTACT YOUR BUCKEYE SCHEDULER



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Broadway III Expansion- Meeting Customers Needs
& Market Demand

Broadway III (BW3)

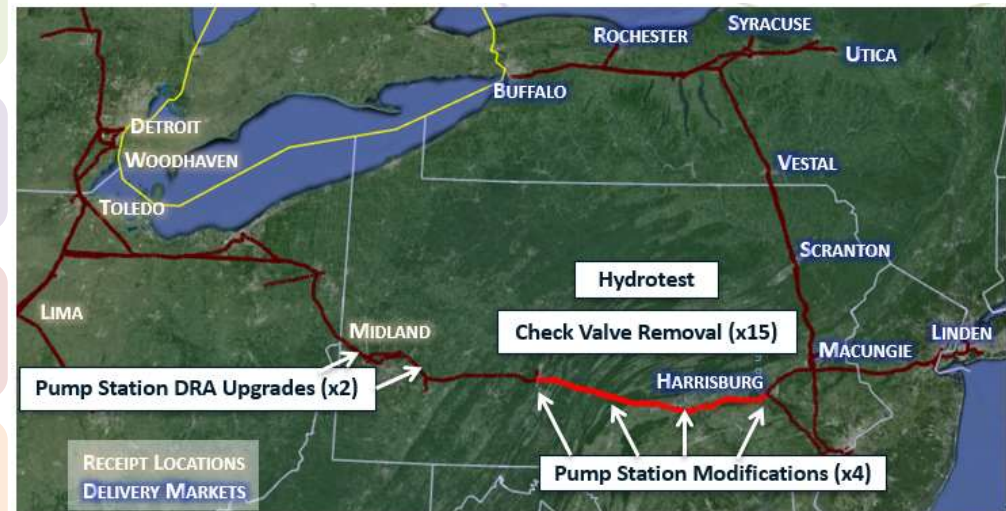
Broadway III represents an expansion / extension of Broadway II.

The capabilities afforded by this project will offer supply optionality for PA and NY markets, including multiple source points in New York Harbor, Philadelphia and the Midwest.

Broadway III makes the Laurel Pipeline section between Sinking Spring and El Dorado bi-directional allowing Midwest product to flow further East.

Use of swaps and optimization allow for the introduction of this new service without diminishing existing capabilities or capacity.

Project work includes check valve removal, station bypasses, pump station upgrades and a hydrotest. Broadway III anticipated in service date is October 1, 2025.



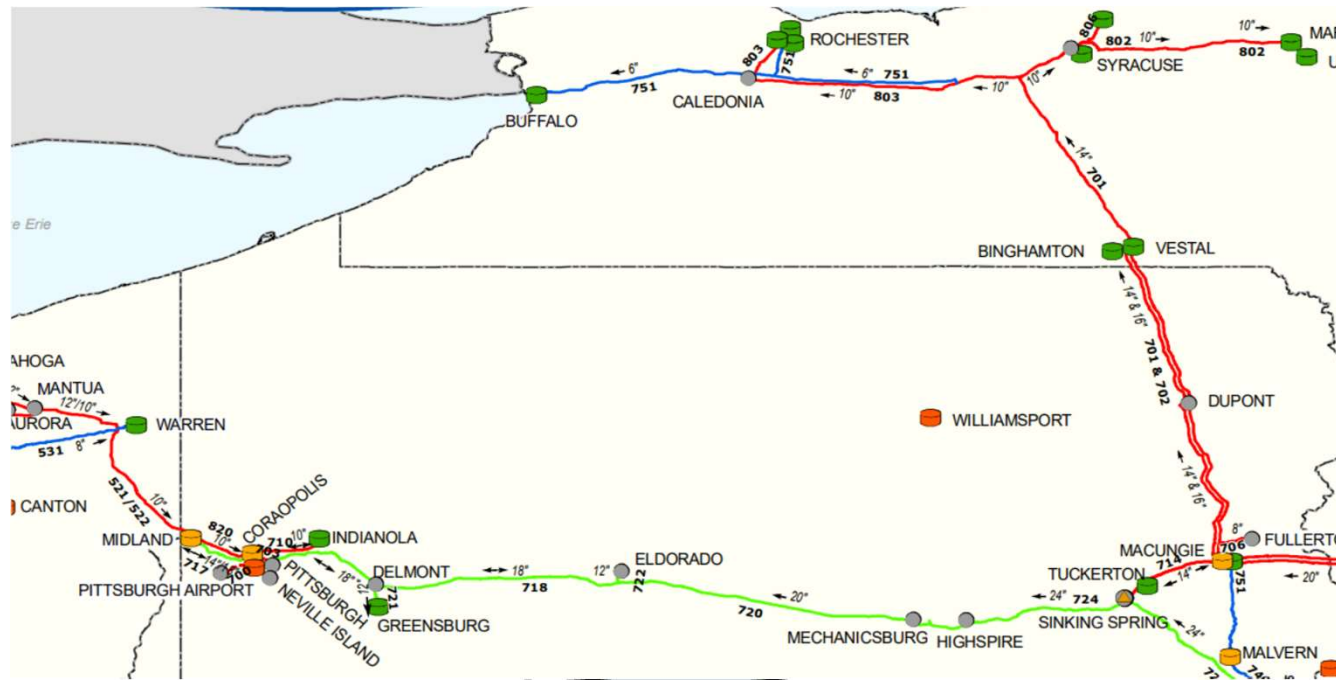
Broadway III Movements:

Origins

MI - Detroit (WD) & Wood Haven (WS)
 OH - Lima (LA) Toledo (DS)
 PA - Midland (MD)

Destinations

Harrisburg PA Market
 Northern PA / Upstate New York Markets
 Linden NYH (virtual)



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Broadway III – Acceptable Products:

PRODUCT GRADES

(QUALITY SPECIFICATIONS DETAILED IN SHIPPER NOTEBOOK SECTION 6.3)

Ultra-Low Sulfur Distillates

Grade 164 – Heating Oil 15 PPM Sulfur (Undyed ULSHO) – Certified NTDF

Grade 190 – Ultra Low Sulfur Diesel – 15 ppm Sulfur (Motor Vehicle ULSD)

Premium Conventional Gasolines

Grade 307 – Summer CBOB 93 Octane after blending with 10% DFE

Grade 317 – Winter CBOB 93 Octane after blending with 10% DFE

Grade 357 – Winter CBOB 93 Octane after blending with 10% DFE

Grade 377 – Winter CBOB 93 Octane after blending with 10% DFE

Regular Conventional Gasolines

Grade 308 – Summer CBOB 87 Octane after blending with 10% DFE

Grade 318 – Winter CBOB 87 Octane after blending with 10% DFE

Grade 358 – Winter CBOB 87 Octane after blending with 10% DFE G

Grade 378 – Winter CBOB 87 Octane after blending with 10% DFE

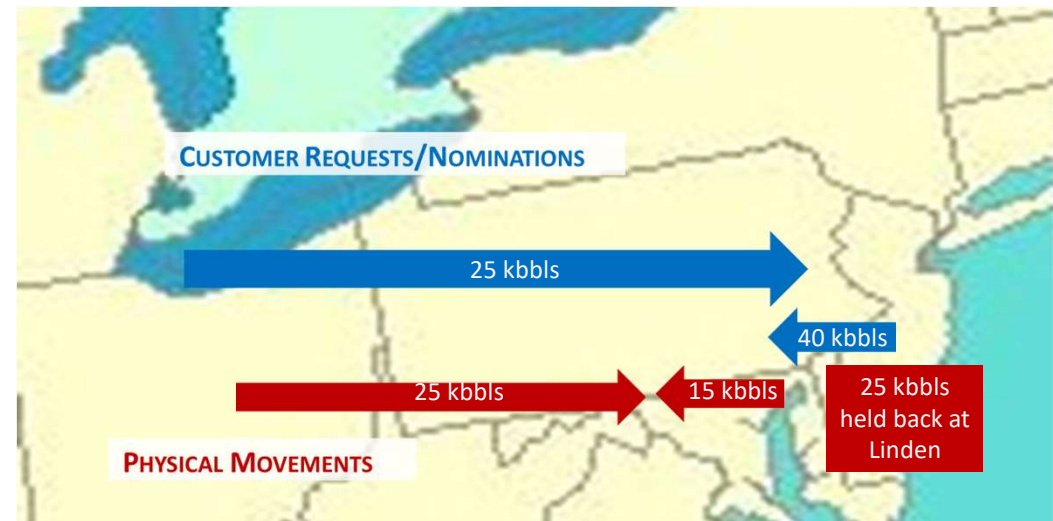
BW3 Scheduling – East/West Swaps:

Offsetting Movements

- Bidirectional service allows for swaps
- Volume supplied from East sources to Western PA can be swapped with Midwest demand to Eastern PA and Upstate NY.

Product Flow

- The pipeline will be physically capable of movement from Midwest to Upstate NY
- Customer nominations will determine offsetting swaps and actual pipeline movements.



Collaboration: Buckeye / Shipper / Supplier

Expectation on the Shipper & Supplier:

- BW2 and BW3 volumes are expected to be nominated and moved within the **first 3 days** of the Midwest cycle
 - ✓ Ensures BW2/BW3 volumes are staged and available to move east in a timely manner to meet requested delivery timings
 - ✓ Communication is Key - delays should be communicated to both origin and destinations schedulers, delay may result in volume needing to be renominated to the next cycle timing



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