

**TESORO LOGISTICS**  
**NORTHWEST PIPELINE LLC**  
**SLC CORE PIPELINE**  
**LOCAL TARIFF**  
Containing  
**RULES AND REGULATIONS**  
Governing  
**THE TRANSPORTATION**  
and  
**DIVERSION AND RECONSIGNMENT**  
of  
**CRUDE PETROLEUM**  
By Pipeline

The rules and regulations published herein apply only under tariffs making specific reference by F.E.R.C. number to this circular, such reference will include supplements hereto and successive issues hereof.

Filed in Compliance with 18 C.F.R. § 341.3.

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The provisions published herein will, if effective, not result in an 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 F.E.R.C. number or State Commission number to this circular; such reference will include supplements hereto and successive issue hereof.

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

**~~[C] RULES AND REGULATIONS~~**

~~[C] Crude Petroleum will be transported through Carrier's facilities only as provided in these rules and regulations.~~

**5. ABBREVIATIONS AND DEFINITIONS**

As used in these rules and regulations, the following terms have the following meanings:

"a.m." means a time of day after midnight and before noon

"Barrel" means forty-two United States gallons.

"Business Day" as herein used means a day of the year, excluding all weekends and Carrier Holidays, when Carrier's office is open during normal business hours.

"Carrier" means and refers to Tesoro Logistics Northwest Pipeline LLC.

"Carrier Holiday" as herein used means a day on which Carrier's office is closed for business.

[N] "Consignee" means the party whom a Shipper has designated as the originator or the recipient of a delivery of Crude Petroleum.

"Crude Petroleum" means either the direct liquid products of oil wells, or a mixture of all direct liquid products of oil wells or with the indirect liquid products of oil or gas wells, including gasoline and liquefied petroleum gases, as provided in Item 15, or Synthetic Crude Oil.

"F.E.R.C." means Federal Energy Regulatory Commission.

"No." means number.

"Nomination" as herein used means an offer by a Shipper to the Carrier of a stated quantity of Crude Petroleum for transportation from a specified origin or origins to a specified destination over a period of one operating month in accordance with these rules and regulations.

"p.m." means a time of day after noon and before midnight.

[N] "Shipper" means the party who contracts with Carrier for the transportation of Crude Petroleum under the terms of this tariff.

"Synthetic Crude Oil" means Crude Petroleum that is produced from oil sands.

"Tender" means an offer by a Shipper to the Carrier of a stated quantity of crude petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.

## **10. COMMODITY**

The Carrier is engaged in the transportation of Crude Petroleum by pipe line and will not accept any other commodity for transportation. [N] Crude Petroleum Tendered for transportation, which differs in quality or characteristics from that usually transported by the Carrier, will, if operationally possible and in a non-discriminatory manner, be transported under such terms as the Shipper and the Carrier may agree. Such shipments will only be considered when they can be transported, as time permits, with existing facilities and when they will not seriously impair the quality of other shipments.

## **15. 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 vapor pressure 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.

(d) Mixtures will be transported and delivered as Crude Petroleum. Nothing in this item is to be construed to waive provisions of Item 30 of this tariff or to require the Carrier to receive, transport and deliver unmixed indirect products, except that unmixed indirect products will be gathered for subsequent mixing with direct products in accordance with this rule where facilities exist for performing a gathering service for such products.

**20. TENDERS**

(a) Crude Petroleum will be transported only under a Tender accepted by the Carrier, from origins (or from facilities connected to Carrier's gathering system when gathering service is to be performed by the Carrier) to destinations when a tariff covering the movement is lawfully in effect and on file with F.E.R.C, and with the appropriate state commission covering intrastate traffic.

(b) Any Shipper desiring to Tender Crude Petroleum for transportation shall make such tender to the Carrier before 12:00 noon on the twenty-fifth (25th) of the month preceding the movement. When the twenty-fifth (25th) of the month falls on a weekend, Nominations will be required prior to 12:00 noon on the preceding Business Day. When the twenty-fifth (25<sup>th</sup>) of the month falls on a Carrier Holiday, Nominations will be required prior to 12:00 noon three (3) Business Days prior to the Carrier Holiday. The Nomination must be submitted or before such Nomination deadline. Unless such notification is made, the Carrier will be under no obligation to accept crude petroleum for transportation. However, if operating conditions permit and at the sole discretion of the Carrier, tenders for crude petroleum may be accepted for transportation after the 25th day of the month preceding the month during which the transportation under the tender is to begin.

**25. QUANTITIES**

(a) A Tender will be accepted only when the total quantity covered by such Tender will be made available for transportation within the month when the tender is to begin.

(b) Any quantity of Crude Petroleum will be accepted from lease tanks or other facilities to which the Carrier is connected, if such quantity can be so consolidated with other crude petroleum that Carrier can make a single delivery of not less than five thousand barrels, and Carrier will not be obligated to make any single delivery of less than five thousand barrels. The term "single delivery" as used herein means a delivery of Crude Petroleum in one continuous operation to one or more Consignees into a single facility, furnished by such Consignee or Consignees, to which Carrier is connected.

**[N] 28. QUALITY**

(a) Unless otherwise noted in the applicable tariff, Crude Petroleum accepted for transportation must meet the following specifications:

- i. Gravity of crude petroleum must be between 45 degrees and 58 degrees API.
- ii. Viscosity must not exceed 5 centistokes at 60° F.
- iii. Reid Vapor Pressure (RVP) must not exceed 9.6 psi.
- iv. Hydrogen sulfide content must be below 10 ppm.
- v. Sulfur content must not exceed 0.10% by weight.
- vi. Basic sediment and water (BS&W) content must not exceed 0.3% by volume and free water content must not exceed 0.3% by volume.
- vii. Pour point limits must not exceed +5F.

(b) Quality specifications of a connecting carrier may be imposed upon Carrier when such limits are more stringent than that of Carrier, in which case the limitations of the connecting carrier will be applied.

(c) Shipper shall at no time Tender Crude Petroleum for shipment having characteristics that does not conform to Carrier's specifications or that has physical or chemical characteristics that Carrier deems unfit for transportation on its systems, including but not limited to (excessive) wax, (excessive) mercaptans, or other compounds with objectional physical, biological or chemical properties that may harm Carrier's system, its common stream, or any of its segregated batches. Carrier shall use commercially reasonable efforts to investigate instances of Tenders that include such objectional compounds and shall work with the responsible Shipper to correct the problem in subsequent Tenders to Carrier's pipeline, including rejecting Nominations of such Shipper.

**30. SEGREGATION AND VARIATIONS IN QUALITY AND GRAVITY**

[W] The following rules and regulations covering Crude Petroleum quality apply to Carrier's crude petroleum system as a whole. Any geographic area to which specific quality requirements apply in addition to these rules and regulations is so identified below. Carrier operates its system as a common stream system. Additional common stream requirements are as follows:

(a) As part of its common stream transportation, [W] Shipper shall not deliver to Carrier and Carrier shall not be obligated to accept. Carrier reserves the right to reject any Crude Petroleum which does not meet the quality criteria of the common stream. Carrier [W] will monitor the quality of its common streams and shall investigate suspected abuses of common stream criteria violations may take appropriate and reasonable

steps to monitor the quality of its common streams. Monitoring of common streams will include gravity [W] and sulfur testing and could include simulated distillation and other testing to determine quality, sulfur, simulated distillation and other quality testing of shipments by Carrier or Carrier's representative at the origination Points. In the event of a variance between Shipper's test and Carrier's test, Carrier's test shall prevail.

(b) If [W] abuses of the common stream quality are determined, the Carrier determines that a Shipper has delivered Crude Petroleum that has been contaminated or does not meet the quality requirements of the common stream, such Shipper [W] causing such abuses shall be advised to cease and desist all such actions. Failure to desist or failure to cooperate in ending such practices shall result in that Shipper being barred from shipping in the common stream where such abuses occurred. Before such Shipper is allowed to regain its Shipper status in the common stream where the abuses occurred, the Shipper will be required to provide Carrier with assurances that such abuses will not recur may be excluded from further entry into applicable segments of the Carrier's system until quality specifications are met to the satisfaction of Carrier. Further, Carrier reserves the right to dispose of any contaminated Crude Petroleum blocking its facilities. Disposal thereof, if necessary, may be made in any reasonable commercial manner, and any liability associated with the contamination or disposal of any Crude Petroleum shall be borne by the Shipper that introduced the contaminated Crude Petroleum into Carrier's facilities as required in Item No. 70.

(c) Carrier will work with connecting Carriers regarding Carrier's quality issues and will advise such connecting Carriers that any crude petroleum found to be a detriment to Carrier's common stream will be rejected for further transportation on Carrier's system.

(d) Since variations in gravity and/or quality of common stream Crude Petroleum are inherent in common stream operations, Carrier will not be liable for such variations occurring while Crude Petroleum is in its custody [W], nor is Carrier under any obligation to deliver the identical Crude Petroleum received, but will make delivery out of such common stream. Carrier shall be under no obligation to make delivery of the identical Crude Petroleum received.

(e) When requested by the Shipper and if operationally feasible, Carrier will endeavor to segregate Crude Petroleum of a kind and/or quality not currently transported through Carrier's facilities. Carrier will, to the best of its abilities, make delivery of such Crude Petroleum at destination which is substantially the same crude petroleum as that received by Carrier at origin. For such segregated batches, Shipper must provide crude petroleum in such quantities (see Note 1) and at such specified times as may be necessary to permit such segregated movements via Carrier's existing facilities. Further, Carrier will not be liable for failure to deliver the identical Crude Petroleum or for any variations in the gravity and/or quality of Crude Petroleum occurring while such segregated crude is in Carrier's custody.

The following conditions will apply to segregated batches:

1. The acceptance of Crude Petroleum for transportation shall be on the condition that such Crude Petroleum shall be subject to such changes in gravity, in quality, and in value as may result from its mixture in transit with other crude petroleum in the Carrier's pipeline and tanks.
2. The Carrier shall have no responsibility in, nor for, any revaluations nor settlements deemed appropriate by Shippers and Consignees because of mixing of component parts of Crude Petroleum stream between the receipt and delivery of such streams by the Carrier, other than to furnish a volume and gravity data on the Crude Petroleum received into and delivered out of the respective streams.

Note 1 - The quantity to be accepted and transported under the provisions of this paragraph will be determined by Carrier in accordance with current operations through its existing facilities involved in the segregated movements, but in no event shall the quantity for a single delivery be less than the minimum quantity provided in Item 25.

### **35. DESTINATION FACILITIES**

No duty to transport will arise until evidence satisfactory to the Carrier has been furnished that Consignee has provided necessary facilities to which Carrier is connected and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination, as provided in these rules and regulations.

### **40. GAUGING, DEDUCTIONS AND ADJUSTMENTS**

(a) Quantities for receiving, delivering, assessing charges and all other purposes will be corrected to a temperature of sixty degrees Fahrenheit, after deduction of impurities shown by tests made by the Carrier prior to receipt and upon delivery. Quantities may be computed from tank tables compiled or accepted by the Carrier.

(b) Pursuant to Item 70, Crude Petroleum quantities transported may be adjusted to allow for volume losses, including but not limited to shrinkage, evaporation and normal "over and short" losses. A deduction of two-tenths of one percent (0.2%) will be made to cover evaporation and other normal losses during transportation ("Allowance Oil").

(c) The net quantities as determined under paragraphs (a) and (b) of this item will be the amounts accountable at destination.

#### **45. 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 without an additional charge to another Shipper at point of destination only, provided such diversion or reconsignment is made in writing by the entered 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.

#### **50. STORAGE IN TRANSIT**

(a) The Carrier has working tanks required in the process of transporting Crude Petroleum, but has no other tankage and, therefore, does not have facilities for rendering, nor does it offer, a storage service. Provisions for storage in transit in facilities furnished by Shipper at points on Carrier's system will be permitted to the extent authorized under individual transit tariffs lawfully on file with F.E.R.C.

(b) Each Shipper will be required to furnish Crude Petroleum into inventory for their proportionate share of the line fill in such amount as deemed necessary by Carrier.

#### **[N] 52. LINEFILL AND INVENTORY**

[N] Prior to delivering Crude Petroleum from Carrier's system, each Shipper will be required to supply a pro rata share of the volume of Crude Petroleum necessary for pipeline and tankage fill and reasonable additional minimum quantities required to ensure efficient operation of Carrier's pipeline system. Each Shipper will retain title to the linefill it provides to Carrier. Crude Petroleum provided by Shipper for this purpose may be withdrawn from the pipeline system only with the prior approval of Carrier, with such approval not to be unreasonably withheld or delayed, or after reasonable notice has been provided to Carrier of Shipper's intention to discontinue shipment in the pipeline system. Carrier will require Shipper to pay any outstanding charges, including principal and any accumulated finance charge, prior to linefill and inventory being withdrawn.

[N] A Shipper will be required to settle the inactive inventory balances within a reasonable timeframe after such Shipper ceases movements of Crude Petroleum on the system and such Shipper is unable to schedule appropriate shipments to clear the inactive inventory balance or such Shipper gives written notice of its intent to cease all movements on the system. Settlement will be based upon the fair market value of the Crude Petroleum at the time Shipper informs Carrier in writing of its intention to discontinue shipments on the system pursuant to Carrier's applicable tariff or tariffs. If no such written notice is given, the settlement will be based upon the fair market value of the Crude Petroleum at the time Carrier calls for the settlement of the Shipper's inventory balance.

#### **55. DELIVERY AND DEMURRAGE**

(a) Carrier will transport and deliver Crude Petroleum with reasonable diligence and dispatch, but will accept no Crude Petroleum to be transported in time for any particular market.

(b) After any shipment has had time to arrive at destination, and on twenty-four hour notice to Consignee, Carrier may begin delivery at its current rate of pumping.

(c) If Shipper or Consignee does not timely receive said Crude Petroleum, then commencing twenty-four hours after the first seven o'clock a.m. after expiration of the delivery notice described above, Carrier may assess a demurrage charge of [U] 1.22 cents per barrel per day of twenty-four hours on any part of said shipment offered for delivery and not taken as prescribed in paragraph (b) of this item. After expiration of said notice, Carrier's liability for loss, damage, or delay shall be that of warehouseman only.

#### **60. RATES APPLICABLE**

Crude Petroleum transported shall be subject to the rates in effect on dates such Crude Petroleum is received by the Carrier.

**65. PAYMENT OF CHARGES**

~~[C] The Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment, and if required, shall prepay such charges or furnish guaranty of payment satisfactory to the Carrier pursuant to the provisions stated in Item No. 95 (FINANCIAL ASSURANCES) contained herein. The Carrier will have a lien on all Crude Petroleum accepted for transportation to secure the payment of all charges, including demurrage charges, and may refuse to deliver crude petroleum until all charges have been paid. Such lien shall extend to all Crude Petroleum, including Shipper's linefill, in Carrier's possession beginning with Shipper's first receipt of transportation or other services from Carrier. Shipper agrees to execute such additional documents as may be reasonably necessary to perfect or evidence such lien. If a bill of lading is required under applicable law for such a lien to arise, acceptance of the Nomination will be deemed to be the bill of lading for all Crude Petroleum, including Shipper's line fill, subject to such Nomination. The lien provided herein shall be in addition to any lien or security interest provided by this tariff or applicable law. If said charges or any part thereof shall remain unpaid five days, computed from the first seven o'clock a.m. after written notice is mailed to Shipper of intention to enforce Carrier's lien as herein provided, or when there shall be failure to take the crude petroleum at the point of destination as provided in Item 55 within five days, computed from the first seven o'clock a.m. after expiration of the notice therein provided, in addition to any other rights Carrier has under this tariff or existing law, Carrier shall also have the right to (i) refuse to provide Shipper access to Carrier's system or provides services pursuant to this Tariff, and/or (ii) the Carrier shall have the right through an agent, to sell said Crude Petroleum at public auction for cash, between and not less than twenty four hours after notice of the time and place of such sale and the quantity, general description, and location of the Crude Petroleum to be sold has been published in a daily newspaper of general circulation published in the town or city where the sale is to be held, and sent by telegraph to Shipper. The Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale Carrier may pay itself all transportation, demurrage, and other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and of caring for and maintaining the Crude Petroleum, and the balance shall be held for whomsoever may be lawfully entitled thereto.~~

[N] Payment of such charges and fees shall be made in accordance with invoice terms and these rules and regulations. The Carrier may, at its option, require the Shipper to pay all such charges and fees in advance or to provide an irrevocable letter of credit satisfactory to the Carrier as further required under Item No. 95.

[N] If any charges are not paid by the due date stated on the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at the rate equal to one hundred twenty-five percent (125%) of the prime rate as quoted by a major New York bank as of the due date or the maximum finance charge rate allowed by law, whichever is less.

[N] In the event Shipper fails to pay any charges when due, Carrier shall have the right, until such payments, including interest, are made in full, to: (i) refuse to provide Shipper access to Carrier's pipelines or provide services pursuant to Carrier's tariffs, (ii) offset the current and future amounts owed by Shipper against any amounts Carrier owes to shipper, and (iii) exercise any other rights and remedies granted under this tariff or existing under applicable law.

[N] If any such charges or fees remain unpaid for thirty (30) calendar days after the payment due date, the Carrier shall have the right, either directly or through an agent, to sell any of the Shipper's Crude Petroleum within the custody of the Carrier. From the proceeds of this sale, Carrier will deduct all transportation charges, other lawful charges and fees and interest due to Carrier, including expenses incident to said sale, and the balance of the remaining proceeds, if any, shall be held by Carrier for whomsoever may be lawfully entitled thereto. If proceeds from such sale are not sufficient, Shipper will remain liable for any deficiency including the above interest charges.

**70. LIABILITY OF [W] CARRIER PARTIES**

(a) The Carrier, while in possession of any Crude Petroleum, will not be liable for any loss thereof, or damage thereto, or delay, caused by an act of God, the public enemy, quarantine, the authority of law, or of public authority, strikes, riots, insurrection, inherent nature of the goods, or the act or default of the Shipper Consignee [N] or from any cause not due to the gross negligence of the Carrier.

(b) Any losses of Crude Petroleum will be charged proportionately to each Shipper in the ratio that his petroleum products, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Crude Petroleum then in the custody of the Carrier for transportation via the lines or other facilities in which the loss occurs; and the Carrier will be obligated to deliver only that portion of such Crude Petroleum remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.

[N] (c) As a condition precedent to Carrier's acceptance of Crude Petroleum for transportation, Shipper shall release, protect, defend, indemnify, and hold Carrier harmless from and against any and all claims, actions, suits, losses, demands, damages, costs, and expenses (including attorneys' fees) arising out of or resulting from Shipper's or Consignee's failure to comply with this tariff and/or tariffs making reference hereto, including without limitation Shipper's or Consignee's delivery to Carrier of any Crude Petroleum, including generated Barrels of Crude Petroleum, that does not meet Carrier's specifications or requirements or that is not of good merchantable quality. If Carrier determines that Shipper or Consignee has delivered to Carrier any Crude Petroleum, including generated Barrels of Crude Petroleum, that does not meet Carrier's specifications or that is not of good merchantable quality, Carrier reserves the right, in its sole discretion, to treat or otherwise dispose of all such Crude Petroleum in any reasonable commercial manner at Shipper's sole expense. Shipper shall be liable, and agrees to promptly reimburse Carrier, for Carrier's costs of handling and/or disposal of Crude Petroleum, and of repairing, replacing, inspecting, cleaning, and decontaminating the property of Carrier, its affiliates or third parties of every kind, nature, or description arising out of or resulting from Shipper's or Consignee's delivery of Crude Petroleum to Carrier that fails to meet Carrier's specifications or requirements or that is not of good merchantable quality.

#### **75. TITLE**

A tender of Crude Petroleum shall be deemed a warranty of title by the party tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier may, in the absence of adequate security, decline to receive any Crude Petroleum which is in litigation as dispute over title may exist, or which is encumbered by any lien of which the Carrier has notice.

#### **80. TIME LIMITATION ON CLAIMS**

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with the Carrier within nine months and one day after delivery of the property, or in case of failure to make delivery, then within nine months and one day after reasonable time for delivery, based on Carrier's normal operations, has elapsed; and suits shall be instituted against the Carrier only within two years and one day from the day when 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 are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no Carrier hereunder will be liable, and such claims will not be paid.

#### **85. RESERVED FOR FUTURE USE**

#### **90. TRUCK UNLOADING**

Shipments unloaded from tank trucks into Carrier's facilities may be subject to a per-Barrel charge, if specified on individual tariffs making reference to these rules and regulations. Such charge is considered non-F.E.R.C. regulated and will be in addition to all other F.E.R.C. regulated charges.

#### **95. REQUIRED SHIPPER INFORMATION AND FINANCIAL ASSURANCES**

(a) All (i) existing Shippers who have not submitted a nomination to Carrier in the prior six (6) Months and (ii) prospective Shippers shall provide to the Carrier, at least ten (10) Business Days prior to making their nomination, information that will allow the Carrier to determine the Shipper's capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff. At any time, upon the request of the Carrier, on a non-discriminatory basis, any prospective or existing Shipper shall provide financial documentation and information to the Carrier that will allow the Carrier to enforce the terms of this tariff and to determine the prospective or existing Shipper's capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff, including but not limited to the payment of transportation charges and the reasonably determined value of the Allowance Oil and negative Shipper's balance positions. Such information may include, but is not limited to, the names of any Affiliates of the Shipper or prospective Shipper, the legal business name of the Shipper or prospective Shipper and the registered business address of the Shipper or prospective Shipper.

The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper (i) if the Shipper or prospective Shipper fails to provide the requested information to the Carrier in accordance with this Item No. 95(a) within ten (10) days of the Carrier's written request; (ii) if the Carrier reasonably determines that any of the information provided is false; or, (iii) if the Carrier's review of the requested information reveals that the existing or prospective Shipper may not have the capacity to perform the financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the

terms of this tariff, including but not limited to the payment of transportation charges and the reasonably determined value of the Allowance Oil and negative Shipper's balance positions.

(b) Subject to the provisions of paragraph (c) below, the Carrier upon notice to the prospective or existing Shipper, may require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier to be provided at the expense of the Shipper:

1. prepayment;
2. a letter of credit in favor of Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier in a form and from an institution acceptable to Carrier;
3. a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to Carrier; or
4. such other enforceable collateral security including but not limited to security agreements over assets of the Shipper, in a form acceptable to the Carrier, collectively "the Financial Assurances".

(c) In the event that the Carrier reasonably determines that:

1. the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
2. any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of the Shipper's obligations that could arise from the transportation of its Crude Petroleum under the terms of this tariff; or
3. the Carrier otherwise determines that it is necessary to obtain Financial Assurances from the Shipper,

then the Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum by the Carrier.

For the purpose of this tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum, those charges and costs shall include but are not limited to transportation charges, negative Shipper's balance positions and the Allowance Oil. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier.

#### **105. COMMON STREAM PETROLEUM CONNECTING CARRIERS**

When both receipts from and deliveries to a connecting Carrier, Tesoro Logistics Northwest Pipeline LLC, of substantially the same grade of Crude Petroleum are scheduled at the same interconnection, the Carrier reserves the right, with the cooperation of the connecting Carrier, to offset like volumes of such common stream Crude Petroleum in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes. The Carrier will apply to such offsetting of volumes the applicable tariff rate. When this rate is exercised, the Carrier will make the further deliveries for the Shipper involved from its common stream Crude Petroleum.

#### **110. PRORATION PROCEDURE**

When there shall be tendered to the Carrier for transportation on the Carrier's pipeline system or any part thereof under applicable tariffs, more Crude Petroleum than can be currently transported, the transportation furnished by the Carrier shall be apportioned among Shippers in a fair and equitable manner ~~[N] on a pro rata basis~~ so as to avoid discrimination among Shippers and so as not to adversely affect the reasonable operations of the Carrier's facilities.

Because of the extensive and varied line capacities and types of Crude Petroleum transported over different segments of the Carrier's pipeline system, ~~[C] individual~~ proration procedures ~~[C] as identified below~~, will be utilized to effectively handle proration on the affected line segment.

~~[C] Hes to Wamsutter and Wamsutter to Wamsatch effective May 1, 2013 available upon request or on Carrier's website at [www.marathonpipeline.com/Shippers](http://www.marathonpipeline.com/Shippers) or at [www.mplx.com/Tariffs](http://www.mplx.com/Tariffs).~~

Space allocated to a Shipper may be neither assigned to nor used to the benefit of another Shipper. [N] For the purpose of proration, all affiliate nominations will be counted as one Shipper.

[N] No Shipper's nomination in excess of 70% of the Carrier's total capacity for that month will be accepted nor used in proration calculations. If the resulting nominations are still in excess of capacity, then each Shipper's nomination will be reduced equally by the percent determined for the current calendar month. To discourage Shippers from inflating Nominations, when Carrier has reason to believe that Nominations have been inflated, Carrier shall require written certification and assurance from responsible officials of Shippers that Shipper has title to, custody of and intends to tender all of the nominated grades and volumes between the origins and destinations indicated in its Nomination and that provision of this apportionment section have not been violated. In the event such provisions are violated, the allocated space for all Shippers involved in the violation shall be reduced by the amount of the unauthorized space obtained; the reduction being effective for the remainder of the current month as well as the next month of proration.

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**EXPLANATION OF REFERENCE MARKS:**

- [C] Cancel**
- [U] Unchanged rate**
- [N] New**
- [W] Change in wording**