Tariff Number 3
(Cancelling Tariff Number 2)

of

Tesoro Alaska Pipeline Company

Mile 22 Spur Hwy
P.O. Box 3369
Kenai, Alaska 99611-3369

Applying for the Intrastate Transportation of Petroleum Products through Tesoro Alaska Pipeline Company.

Issued by: TESORO ALASKA PIPELINE COMPANY

By: Rick Weyen

Title: Vice President Operations
### TESORO ALASKA PIPELINE

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**Issued to comply with Order No. 2 of the Regulatory Commission of Alaska in Docket No. P-14-009 dated September 9, 2014.**

**Effective:** November 7, 2014

**Issued By:** TESORO ALASKA PIPELINE COMPANY  
**By:** Rick Weyen  
**Title:** Vice President Operations
1. **MAP**

A map of Carrier's system follows this sheet.
ATTACHMENT TO SHEET NO. 2 - CARRIER'S SYSTEM

STATE OF ALASKA
REGULATORY COMMISSION OF ALASKA

RECEIVED
OCT 08 2014

Tariff Advice No. 23-309


Effective: November 7, 2014
2. RULES AND REGULATIONS

The Tesoro Alaska Pipeline Company, hereinafter called "Carrier," will receive petroleum products for intrastate transportation from origin points named herein to destinations named herein, under the following regulations and conditions:

2.1 FACILITIES AT DESTINATION

Petroleum products will be accepted for transportation only after the consignor or consignee has made necessary arrangements for facilities to receive same at destination.

2.2 DESCRIPTION AND SPECIFICATIONS REQUIRED

Petroleum products accepted for transportation are those having an A.P.I. gravity ranging from 30 degrees to 75 degrees, a Reid vapor pressure of not more than 14 pounds per square inch, a viscosity of not more than 40 seconds Saybolt Universal at 100 degrees Fahrenheit and a color not darker than No. 3 N.P.A. Further, petroleum products accepted for transportation shall meet Carrier's minimum specifications for the product in question.

Carrier, for corrosion protection, may inject inhibitor compound, and petroleum products containing such inhibitor shall be accepted by shippers at destinations.

2.3 MINIMUM SHIPMENTS

Section A: Petroleum products shall be tendered for transportation in quantities of not less than 10,000 barrels (42 United States Gallons per Barrel) of similar quality and color from one consignor consigned to one consignee. At destinations, consignor or consignee shall accept deliveries in quantities equal to that tendered.
Section B: If total volume for shipment during any one month exceeds the pipeline delivery capacity for such month, petroleum products offered by each shipper for transportation will be transported in such quantities and at such times to the limit of capacity so as to avoid discrimination among shippers.

2.4 IDENTITY OF GASOLINE OR PETROLEUM DISTILLATES

All petroleum products will be accepted for transportation on the condition that Carrier will use due diligence to transport same to destination with a minimum of contamination and to maintain the identity of each shipment. However, it being impracticable to maintain absolute identity of each inbound shipment of petroleum products, reasonable substitution of gallonage of the same kind of commodity will be permitted. In the case of products such as unleaded gasolines and aviation gasolines, which require extraordinary protection to avoid trace contaminants, shippers must accept the interface mixtures between such products and leading or trailing products or reimburse the Carrier for all costs involved in degrading such mixtures to lower valued products.

2.5 GAUGING AND TESTING

Petroleum products will be gauged either in tanks or through meters, and may be tested by Carrier prior to acceptance.

2.6 MEASURING AND VOLUME CORRECTIONS

Petroleum products will be received and delivered on the basis of volume corrections for temperature from observed temperatures to 60 degrees Fahrenheit. Full deductions will be made for all water and other impurities in products received or delivered.
2.7 DELIVERY AT DESTINATIONS

Upon arrival at destinations, the petroleum products will be delivered into facilities provided by the consignor of consignee for account of the consignor or consignee.

2.8 LIENS AND UNPAID CHARGES

Petroleum products will be accepted for transportation only when free from all liens and charges.

2.9 PIPAGE CONTRACTS REQUIRED

Separate pipage contracts in accord with this tariff and these regulations, covering further details, may be required of the proposed shipper before any duty of transportation shall arise.

2.10 SHRINKAGE AND EVAPORATION

Some gain or loss is unavoidably incident to pipeline transportation due to the inherent nature of petroleum products and such gains or losses shall be borne by the shippers and shall be apportioned among them at the end of each calendar month on the proportional basis that the volumes received from each shipper for the calendar month bears to the total volumes received for transportation during the calendar month.

2.11 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 paragraph titled "Measuring and Volume Corrections."
2.12 PAYMENT OF TRANSPORTATION AND OTHER CHARGES

The transportation and all other lawful charges accruing on petroleum products accepted for shipment, based on the rate applicable from the origin point to the destination at which delivery is made, shall on demand be paid before the release of petroleum products in the custody of Carrier. If required, charges shall be paid prior to receipt at origin point. Petroleum products accepted for transportation shall be subject to a lien for all lawful charges.

2.13 RECONSIGNMENT

If no out-of-line movement is required, and subject to paragraph titled "Minimum Shipments," reconsignment may be made without charge subject to the rules and regulations applicable to final destination as provided herein.

2.14 LIABILITY OF CARRIER

While in possession of the property herein described, 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 of default of shipper or owner, or of any other cause not due to the negligence of Carrier whether similar or dissimilar to the cause herein enumerated; in such case, the owner of the product shall stand the loss.

Carrier will not be liable for discoloration, commingling, contamination, or deterioration of petroleum products transported unless discoloration, commingling, contamination, or deterioration is caused by the negligence of Carrier.
Normal commingling which occurs between batches may be divided as equably as possible among the shippers participating in the batches causing the commingling.

2.15 CLAIMS; TIME FOR FILING

As a condition precedent to suit for damages, claims must be filed in writing with 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 Carrier only within two (2) years and one (1) day from the day that notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Carrier will not be liable.

2.16 DISPOSITION OF COMMINGLED MIXTURES

A 1,000 barrel tank for the receipt and distribution of commingled mixtures at the Anchorage terminal has been provided by the Carrier. The Carrier will receive into such tankage all interface mixtures of products containing dissimilar physical characteristics. Such product will then be prorated among the shippers and delivered to the shippers direct by (1) blending during deliveries of each shipper's products, or (2) loading onto transports provided by each shipper.

In order to provide space in Carrier's tankage at Anchorage for the receipt of succeeding shipments of commingled mixtures, Carrier may give notice to consignor or consignee to remove commingled mixtures held for its account in Carrier's tankage. Such mixtures not removed at the close of the warrant period shall be considered as abandoned and Carrier will dispose of them as it sees fit.

Issued By: TESORO ALASKA PIPELINE COMPANY

By: Rick Weyen
Title: Vice President Operations

Effective: November 7, 2014
of a 3-day period beginning the day after such notice is given shall be sold on a bid or contractual basis for the account of the shipper, and the net proceeds of the sale shall be credited to the shipper.

2.17 **PUBLIC INSPECTION OF TARIFF**

A copy of Tesoro Alaska Pipeline Company’s Tariff is available for public inspection at the offices located at

Mile 22 Spur Hwy
Kenai, Alaska 99661
RESERVED FOR FUTURE USE


Effective: November 7, 2014

Tariff Advice No. 23-309

Issued By: TESORO ALASKA PIPELINE COMPANY

By: Rick Weyen

Title: Vice President Operations
### Schedule of Rates and Charges

#### 3.1 Transportation Rate

<table>
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<tr>
<th>From</th>
<th>To</th>
<th>Rates in Cents Per Barrel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nikiski, Kenai Peninsula Borough, Alaska</td>
<td>Anchorage, Alaska</td>
<td>74.43</td>
</tr>
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</table>

Pursuant to P-17-005(15)

Effective: January 1, 2019

Issued By: TESORO ALASKA PIPELINE COMPANY LLC

By: [Signature]

Title: Attorney-In-Fact
3.2 **Regulatory Cost Charge**

The Regulatory Cost Charge is a special surcharge applied to all regulated retail shipper billings to pay the pipeline carrier's share of the budget of the Commission.

Regulatory Cost Charge 0.774% R

Pursuant to P-19-013(2) Effective July 1, 2019

Issued By: Tesoro Alaska Pipeline Company

By: Don Sorensen Title: Senior Vice President, Logistics