

MAGELLAN PIPELINE COMPANY, L.P.

LOCAL PIPELINE TARIFF

Applying on

PETROLEUM PRODUCTS

As Defined in Item No. 10

TRANSPORTED BY PIPELINE FROM AND TO POINTS NAMED HEREIN

The rates named in this Tariff are expressed in cents per barrel of forty-two (42) United States Gallons and are subject to change as provided by law, also to regulations named herein.

Rates, Rules and Regulations applying to Colorado Intrastate Traffic issued on authority of 4 CCR 723-1-1210.

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

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ABBREVIATIONS AND REFERENCE MARKS	
F.E.R.C.	Federal Energy Regulatory Commission
Colo P.U.C.	The Public Utilities Commission of the State of Colorado
No.	Number
±	No terminal facilities provided by the Carrier.
[S]	Intrastate rate only
[U]	Unchanged rate
[I]	Increased rate
[D]	Decreased rate
[C]	Canceled
[W]	Change in wording only

TARIFF FILING EXPLANATORY NOTES
<p>Colorado P.U.C. No. [W] <u>12.15.0</u> 12.14.0 is issued to increase all rates in Item No. 125.</p> <p>The rates published herein will have no effect on the quality of the human environment.</p>

ALPHABETICAL LIST OF POINTS FROM AND TO WHICH RATES IN SECTION 2 APPLY			
Points from which rates apply	Item Number	Points to which rates apply	Item Number
Commerce City, Colorado	125	Dupont, Colorado	125
		Fountain, Colorado	125
		Denver, Colorado	125
Dupont, Colorado	125	Commerce City, Colorado	125
Denver, Colorado	125	Dupont, Colorado	125
		Fountain, Colorado	125
		Commerce City, Colorado	125

SECTION 1

RULES AND REGULATIONS

The Magellan Pipeline Company, L.P., hereinafter referred to as "Carrier", will receive petroleum products for transportation under the following conditions:

Item No. 10. PETROLEUM PRODUCTS DEFINED

Where the term "petroleum product" is used herein and meeting all specifications referenced in Item 15, the same refers to:

Unleaded Gasolines	Jet Fuels-Commercial	Fuel Oil Distillates
Jet Fuels-Military	Gasoline Feedstock	Distillate Feedstock

Item No. 12. VOLUME CORRECTIONS AND TENDER DEDUCTIONS

SECTION A. In measuring the quantity of petroleum products received and delivered, correction shall be made from volume at actual or observed temperature to volume at sixty (60) degrees Fahrenheit.

SECTION B. A tender deduction of one-tenth of one percent (0.1%) by volume will be made on the quantity of petroleum products accepted for transportation from all Origins.

Item No. 15. TESTING

Petroleum products shall be accepted for transportation only when such petroleum products meet all required product specifications as uniformly established by Carrier as stated in the following documents and found at the public website www.magellanlp.com/WhatWeDo/ProductSpecs.aspx or on request. Each product grade document and its effective date are identified below.

PRODUCT GRADE DOCUMENT TITLE	EFFECTIVE DATE
A – Premium Unleaded Gasoline	1/1/21
A5 – Premium Unleaded Gasoline	1/1/21
AMS – Premium Sub-Octane Unleaded Gasoline	1/1/21
Q – Commercial Jet Fuel	2/19/2014
V1 – Regular CBOB Unleaded Gasoline	1/1/21
V2 – Regular CBOB Unleaded Gasoline	1/1/21
VMS – Regular CBOB Unleaded Gasoline	1/1/21
XU – Ultra Low Sulfur Diesel Fuel	12/1/2015
YM – No. 1 Diesel Fuel	12/1/2015

Notifications to Shippers of changes in these documents shall be made via this tariff. If a shipper should desire current product specifications, they may access the website mentioned above. Demonstration of conformance with the product specifications shall be made through the submission of a Certificate of Analysis that accurately represents the product characteristics. Certificates of Analysis shall be submitted by shipper, or shipper's delegate, via Carrier's data submittal process. Accuracy of the Certificate of Analysis is the sole responsibility of the party who establishes the Origin Release. Costs associated with handling, distribution, and disposal of products that enter the system that do not meet the product specifications shall be borne entirely by the party who establishes the Origin Release.

Carrier may sample and/or test any shipment prior to acceptance or during receipt of shipment. In the event of variance between Carrier's test and shipper's certificate, Carrier's test results shall prevail.

Item No. 20. MEASURING

Carrier will gauge or meter petroleum products at origin at time of receipt and at destination at time of delivery. Shipper or consignee shall have the privilege of being present or represented at the time of measurement. Petroleum products will be received and delivered on the basis of volume corrections for temperature from observed temperatures to temperatures on the basis of sixty (60) degrees Fahrenheit.

Carrier will be obligated to deliver only that portion of such petroleum products remaining after deducting shipper's tender deduction referenced in Item No. 12.

Item No. 25. FACILITIES AT ORIGIN AND DESTINATION

SECTION A. Origin.

At the point of origin, Carrier will only provide, the facilities it deems necessary for the receipt of petroleum products into the pipeline and for the orderly scheduling of movements through the pipeline. Shipper or consignee will provide, at the point of origin, the equipment and facilities necessary to inject petroleum products at a pumping rate equal to Carrier's then-current rate of pumping on the pipeline.

SECTION B. Destination.

Carrier will provide, at the destination, the facilities it deems necessary for the orderly delivery of petroleum products from the pipeline. Shipper or consignee will provide, at the destination, arrangements and facilities necessary for receipt and further transportation or disposition of petroleum products delivered from the pipeline. Carrier assumes no responsibility, and shall have no obligation, to accept any petroleum product from any shipper at any time that the Carrier, shipper or consignee does not have facilities for promptly receiving such product from the pipeline at the destinations.

Item No. 30. MINIMUM SHIPMENT

A minimum of five thousand (5,000) barrels of one quality and specification of a "petroleum product" will be accepted for shipment from one or more shippers at one point of origin at one time. However, the minimum will not apply to buffer material required by Carrier to reduce contamination. Shipments involving line reversals will be accepted subject to delay until Carrier has accumulated a total of twenty-five thousand (25,000) barrels or more of the same or other products to move in the same section of the line in the same direction, at the same time.

Item No. 32. MINIMUM CONSIGNMENT

A total of not less than one thousand (1,000) barrels of a petroleum product may be consigned simultaneously by one or more shippers to any destination, providing there remains in the pipeline after delivery of such consignment at least three thousand (3,000) barrels of the same kind of a petroleum product consigned to a destination beyond such delivery point.

Any shipper desiring to tender petroleum products for transportation must submit a nomination to the Carrier before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the fifteenth (15th) of the month preceding the month of movement. When the fifteenth (15th) of the month falls on a weekend,

nominations will be required prior to 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the preceding workday. When the fifteenth (15th) of the month falls on a holiday, nominations will be required prior to 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, two (2) workdays prior to the holiday. The nomination may be e- mailed, faxed or submitted via Carrier's ATLAS system. A nomination must specify, for each shipment, the quantity, Destination, and shipper. Unless such notification is made, the Carrier will be under no obligation to accept petroleum product for transportation.

Item No. 35. MINIMUM DELIVERIES FROM CARRIER'S TERMINALS

For delivery of petroleum products from Carrier's terminals, shipper or consignee shall provide the required motor tank trucks. Each tank truck to be loaded with petroleum products must have a minimum total capacity of two thousand five hundred (2,500) gallons.

Item No. 40. DUTY OF CARRIER

QUANTITY

The Carrier shall transport and deliver into terminal facilities at the applicable destination(s), with reasonable diligence, a quantity of petroleum products equal in volume to the quantity of petroleum product accepted for transportation, less the appropriate tender deduction, transmix allocation and any other volume reduction provided or referenced in this tariff. In the event of non-delivery due to interface cuts or other operating losses in excess of the tender deduction, the Carrier shall have the right to satisfy any claim by product replacement or cash payment.

QUALITY

Carrier shall have no duty to deliver petroleum product other than in conformance with state and federal governmental requirements for such petroleum product that apply to deliveries at the applicable destination, except as otherwise noted in the specifications that apply to deliveries at such destination as established by Carrier and set forth at the public website www.magellanlp.com/WhatWeDo/ProductSpecs.aspx.

Item No. 45. IDENTITY OF SHIPMENT

SECTION A. Carrier will use due diligence to maintain segregation of petroleum products consigned to storage facilities provided by the shipper or consignee, but reserves the right of substitution of a product of the same quality and specifications and the right of delivery of up to five hundred (500) barrels per shipment of interface mixture; provided, however, that if the shipper or consignee is unable to accept such mixture, Carrier will arrange for disposition and reimburse the shipper or consignee for actual volume not delivered at the current refinery market price of the lower valued product in the mixture.

SECTION B. It being impractical to maintain the identity of each shipment of petroleum products consigned to Carrier's storage facilities, Carrier reserves the right of substitution of gallonage, but not one kind of commodity for another.

Item No. 50. LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery or for any loss of product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of shipper or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all product in the loss, and each shipper or

consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to shippers and consignee showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a provider of transportation and not as an owner, manufacturer, or seller of the product transported or stored hereunder, and the Carrier expressly disclaims any liability for any expressed or implied warranty for products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

For all services provided for and received under this tariff, shipper will indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death, or property damage involving the Carrier, shipper, consignee, or third parties based on or arising out of Carrier's performance of such services where such services are performed in accordance with applicable federal, state, or local statutes, regulations or ordinances. This indemnification shall include but not be limited to services such as the provision of emergency response numbers and shall include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other causes of action. Shipper shall not be obligated to indemnify, hold harmless, and defend Carrier to the extent Carrier's failure to perform a service herein stated shall have caused the loss, claims, or liabilities covered under this Item No. 50. This indemnification obligation shall not apply to losses or damages to the product transported or handled under this tariff, or for the failure of the Carrier's obligation to maintain and operate its facilities in a proper operating condition.

Item No. 55. CLAIMS, TIME FOR FILING

Notice of any claims for loss, damage or liability for or in connection with petroleum products ("Claim", whether one or more) must be made in writing to the Carrier within nine (9) months after delivery of the petroleum products at the applicable Destination(s), or, in the case of a failure of Carrier to so deliver, then within nine (9) months after a reasonable time for delivery has elapsed. Failure to give such notice of any Claim shall be deemed to be a waiver and release of such Claim and of all rights to assert such Claim, and Carrier shall have no liability or obligation with respect thereto.

Suit against Carrier for any Claim must be instituted within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed all or any part of such Claim. Any Claim for which suit has not been instituted in accordance with the foregoing provisions shall be deemed to have been waived, relinquished and released, and Carrier shall have no liability or obligation with respect thereto.

Item No. 60. PRORATION OF PIPELINE CAPACITY

When there is tendered to Carrier for transportation a quantity of petroleum products which exceeds the current capacity of the Carrier, the 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.

Item No. 70. DEMURRAGE CHARGES

In order to provide space for delivery of succeeding shipments into Carrier's facilities and otherwise to prevent or relieve congestion at Carrier's terminals, Carrier shall give notice to those shippers or consignees whose petroleum products are causing congestion directing them to remove such products. If the products of more than one shipper or consignee are causing congestion but less than all such products must be removed, the products specified in the notice shall be determined on a first-in--first-out basis. Products specified in the notice which are not removed at the close

of a thirty (30) day period, beginning the day after such notice is sent by the Carrier, shall be subject to a demurrage charge of [U] 1.14 cents per barrel per day until removed. Demurrage charges shall be payable upon presentation of bill by the Carrier.

Item No. 75. RECONSIGNMENT

If no backhaul movement is required, and if current operating conditions permit, petroleum products in the custody of Carrier may be reconsigned to destinations named herein. No charge will be made for such reconsignment; however, the products so reconsigned shall be subject to the rates, rules and regulations applicable from point of initial origin to point of final destination on the date of such reconsignment.

Item No. 79. TRANSMIX HANDLING

It is inherent in the operation of a products pipeline that transmix, or interface mixture, will occur between batches. Carrier will dispose of the accumulated interface in the following manner:

Compatible interface mixture will be blended as can be. Carrier reserves the right to dispose of accumulated interface, including the right to sell such compatible interface on a bid or contractual basis for the account of its shippers at a private or public sale. Carrier will settle with each shipper for its share of blended interface volumes or the net proceeds of the sale less transportation charges.

Unless otherwise agreed upon between shipper and Carrier, transmix occurring in the Carrier's system shall be retained in Carrier's custody for disposal for the account of the shippers. The volume and proceeds for sales will be allocated as described above.

Each shipper's share of the transmix will be that percentage which its movements through the line represent to the total movements for all shippers through that line during a calendar month as near as operating conditions permit.

Item No. 87. TAX REGISTRATION

The Carrier shall require the shipper, consignee or consignor to provide proof of registration with appropriate Federal and State agencies for the collection of any sales and excise taxes. Failure to provide such proof of registration shall not relieve shipper, consignee or consignor of the appropriate tax liability.

Any charges levied against the Carrier by any State or Federal agency will be collected by the Carrier in accordance with the provision stated in tariff Item No. 90.

Item No. 90. PAYMENT OF CHARGES FOR TRANSPORTATION AND OTHER SERVICES

The charges for transportation, storage and services accruing on petroleum products accepted for shipment shall be based on the rate applicable to the destination at which delivery is made. If required, charges shall be prepaid at point of origin or shall be paid before release of petroleum products from the custody of the Carrier. Petroleum products accepted for transportation shall be subject to a lien for all lawful charges. Charges are due on receipt. If such charges are not paid in full within 15 days from the date of 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 a rate of 25% APR. Carrier reserves the right to off-set any such charges against any monies owed to Shipper by Carrier or any Petroleum Products of Shipper in Carrier's custody.

SECTION 2

LOCAL RATES

for the

TRANSPORTATION OF PETROLEUM PRODUCTS

(as defined in Item No. 10)

BY PIPELINE

All rates in cents per barrel of forty-two (42) United States Gallons.
The rates contained in this section apply only via the lines of Magellan Pipeline Company, L.P.

[I] Increase. All rates on this page are increased.

Item No.125 Rates in this item are for pipeline transportation only.			
TO	FROM		
	Dupont, CO	Commerce City, CO	Denver, CO
Dupont, CO		[S] 35.52	[S] 35.83
Fountain, CO		[S] 98.42	[S] 99.28
Commerce City, CO	[S] 35.52		[S] 35.83
Denver, CO		[S] 35.83	

