

SUNOCO PIPELINE L.P.
LOCAL & PROPORTIONAL PIPELINE TARIFF

Applying On
PETROLEUM PRODUCTS

From Points In
Texas
To Points In
Texas

The tariff rate change contained herein is filed in compliance with 18 CFR §342.3 (Indexing).

The rate published in this tariff is for the intrastate transportation of PETROLEUM PRODUCTS through the pipelines of Sunoco Pipeline L.P. and is subject to the rules and regulations contained herein.

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

ISSUED: MAY 30, 2019

EFFECTIVE: JULY 1, 2019

TRUNK RATE		
FROM	TO	Rate in Cents per Barrel of 42 U.S. Gallons
ExxonMobil Oil Corporation Beaumont Refinery Jefferson County, Texas	TE Products Pipeline Company Beaumont Receiving Station Jefferson County, Texas	[I] 4.78

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RULES AND REGULATIONS

GENERAL APPLICATION: Carrier will receive, transport, and deliver Petroleum through its facilities only as provided in this Rules and Regulations.

Rule 1. **“Petroleum Products,” “Barrel,” and “Company” Defined** – “Petroleum Products,” as used herein, means and is limited to gasoline and petroleum oil distillates. “Barrel” means a barrel of forty-two (42) gallons, United States measurement, at 60° Fahrenheit and zero psi gauge. “Company” means and refers to Sunoco Pipeline L.P.

Rule 2. **Specifications Required** - Petroleum products will be accepted for transportation only at such time as petroleum products of similar quality and characteristics are being transported from receiving point to delivery point. Company may require consignor to furnish a certificate by a licensed petroleum inspector showing the final tests of the petroleum products tendered for transportation.

Rule 3. **Storage, Origin and Destination Facilities** - Products will be accepted by Company only when shipper or consignee have provided at origin and destination adequate equipment, facilities, and storage satisfactory to Company for delivering products into Company's system at pumping rates and pressures satisfactory to Company, and for receiving same without delay at pressures and pumping rate required by Company upon arrival at destination.

Rule 4. **Minimum Tender** - Petroleum products will be accepted for transportation only where there has been tendered by the shipper or consignor a quantity of petroleum products of the same kind, quality, and characteristics of no less than 10,000 barrels consigned to one consignee.

Rule 5. **Apportionment When Tenders Are in Excess of Facilities** - When there shall be tendered to Company for transportation greater quantities than can be immediately transported in proportion to the amounts tendered by each; provided that no tender for transportation shall be considered beyond the amount which the shipper requesting the shipment has on hand available and ready for shipment. Company shall be considered as a shipper of quantities tendered by itself and held for shipment through its lines, and its shipments shall be entitled to participate ratably in such apportionment.

Rule 6. **Petroleum Products Involved in Litigation, Etc.** - The Company shall have the right to reject any petroleum products, when tendered for transportation, which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and it may require of the shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Company.

Rule 7. **Measuring, Testing and Deductions** - All shipments tendered Company for transportation shall be tested, gauged or metered by a representative of Company prior to, or at the time of receipt from the shipper or delivery to consignee, but the shipper or consignee shall at all times have the privilege of being present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperature to 60 degrees Fahrenheit basis by use of applicable API-ASTM-IP correction tables. Full deduction will be made for all water and other impurities.

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Company shall account to each shipper for all Petroleum Products received. Any overage or shortage not due to the negligence of Company, including losses or gains resulting from shrinkage, evaporation, expansion or other Petroleum Products losses or gains inherent in the operation of a pipeline system, will be allocated on a monthly accrual basis among the shippers in the proportion that the total number of barrels delivered from the pipeline system for each shipper bears to the total number of barrels delivered from the pipeline system for all shippers.

The net balance, after applicable deductions defined above, and any loss as provided for in Rule 9 (Liability of Company), will be the quantity deliverable by Company and upon which transportation charges will be assessed.

Rule 8. Identity of Petroleum Products - Petroleum products will be accepted for transportation only on condition same will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination, and Company will not be obligated to make delivery of the identical petroleum products received for transportation. Company may, therefore, make delivery of petroleum products out of common stocks of similar petroleum products on hand at delivery point.

Rule 9. Liability of Company - Company shall not be liable for any loss of petroleum products as described herein, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of the shipper or consignee, or from any other cause not due to the negligence of Company; in case of losses from such causes, other than the negligence of Company, losses shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Company for shipment via the lines or other facilities in which the loss or damage occurs; the consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered.

Rule 10. Payment of Transportation and Other Charges - The Shipper or Consignee shall pay, as provided below, all applicable gathering, transportation, and all other charges accruing on petroleum products delivered to and accepted by Carrier for shipment.

All payments are due within 10 days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may bear interest from the day after the due date until paid, calculated at an annual rate equivalent to the lesser of (1) 125% of the prime rate of interest, as of the date of Carrier's invoice, charged by the Citibank N.A. of New York, New York, for ninety (90) day loans made to substantial and responsible commercial borrowers or (2) the maximum rate allowed by law. In addition Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts.

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In the event Shipper fails to pay any such charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and Shipper meets the requirements of the following paragraph. In addition, in the event Shipper fails to pay any such charges when due, Carrier shall have the right to setoff such amounts owed and future amounts owed against those amounts Carrier owes Shipper.

In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's petroleum products in Carrier's possession or prior to Carrier's acceptance of Shipper's petroleum products: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges and in a form and from a third party acceptable to Carrier. In the event, Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

Carrier shall have a lien on all petroleum products delivered to Carrier to secure the payment of any and all gathering, transportation, or any other charges that are owed Carrier. Such lien shall survive delivery of petroleum products to Shipper. Such lien shall extend to all petroleum products in Carrier's possession beginning with Shipper's first receipt of transportation or other services from Carrier. The lien provided herein shall be in addition to any lien or security interest provided by statute or applicable law. Carrier may withhold delivery to Shipper of any of Shipper's petroleum products in its possession and exercise any other rights and remedies granted under this tariff or existing under applicable law until all such charges have been paid as provided above.

If Shipper fails to pay an invoice by the due date, in addition to any other remedies under this tariff or under applicable law, Carrier shall have the right, either directly or through an agent, to sell at a private sale any and all petroleum products of such Shipper in its custody at fair market value at the time of sale. The proceeds of any sale shall be applied to the following order: (A) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (B) To the satisfaction of the Shipper's indebtedness including interest herein provided from the date of payment is due. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

Rule 11. Use of Communication Facilities - When Company maintains a private communication system, shippers may use the same without extra charge for messages incident to shipment. However, Company shall not be held liable for delivery of messages away from its office, for delays in transmission, or for interruption of service.

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Rule 12. **Claims, Suits, Time for Filing** - As a condition precedent to recovery, claims must be filed in writing with Company 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 for delivery has elapsed; and suits shall be instituted against Company only within two (2) years and one (1) day from the day when notice in writing is given by Company to the claimant that Company 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, Company shall not be liable, and such claims will not be paid.

Rule 13. **Pipage Contracts** – Separate pipage contracts in accord with this Tariff and these regulations covering further details may be required by this Company before any duty for transportation shall arise.

Rule 14. **Line Fill and Tank Bottom Inventory** - Either prior to or after the acceptance of petroleum products for transportation, Carrier will require each Shipper to provide a pro rata part of the volume of petroleum products necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for efficient operation. Petroleum products provided by a Shipper for this purpose may be withdrawn after reasonable written notice of Shipper's intention to discontinue shipment in the system pursuant to Carrier's applicable tariff or tariffs. Carrier may require advance payment of final transportation charges and settlement of any unpaid accounts receivable, before final delivery will be made.

In the event a Shipper's inventory balance drops below its pro rata part of the volume of petroleum products necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the system, then Carrier will require such Shipper to provide the necessary volume to meet its pro rata part of such volume of petroleum products.

In the event that Shipper maintains an inventory balance after Shipper ceases movements on the system or Shipper gives written notice of its intent to cease movements over the system and such Shipper is unable to schedule appropriate shipments to clear the inactive inventory balance, Shipper will be required to settle the inactive inventory balance through Carrier. In the event no such Shipper notice is given, then Carrier may require either an adjustment in Shipper's inventory balance in accordance with the Line Fill and Tank Bottom Inventory provision or settlement of the Shipper's inventory balance at any time after Shipper has ceased making movements over the system for a period of six months. Such settlement will be based upon the fair market value of the petroleum products, as published by Platts, 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 or if no such written notice is given, then at such time as Carrier calls for the settlement of the Shipper's inventory balance.

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS:

[I] INCREASED

ASTM – means American Society for Testing Materials.

IP – means Institute of Petroleum (Great Britain).

API – means American Petroleum Institute.