

# Phillips Texas Pipeline Company, Ltd.

APPLYING ON

## PETROLEUM PRODUCTS

RECEIVED  
RRC OF TEXAS  
MAY 28 2010  
SAFETY DIVISION  
AUSTIN, TEXAS

FROM (Origin)	TO (Destination)	RATE IN CENTS PER BARREL
Sweeny, Brazoria County, Texas	Pasadena, Harris County, Texas	[D] 33.36

The rate named in this tariff is for the transportation of Petroleum Products by pipeline to the point named herein.

The rates named are expressed in cents a barrel and are subject to change as provided by law, also regulations named herein.

ISSUED MAY 28, 2010

EFFECTIVE JULY 1, 2010

Issued by:  
Brian S. Coffman, President  
ConocoPhillips Pipe Line Company,  
general partner of  
Phillips Texas Pipeline Company, Ltd.  
P.O. Box 2197  
Houston, Texas 77252

Compiled by:  
John Kline, Director Tariffs  
ConocoPhillips Pipe Line Company,  
general partner of  
Phillips Texas Pipeline Company, Ltd.  
P.O. Box 2197  
Houston, Texas 77252  
Voice (281) 293-2135  
Fax (281) 293-3024

Carrier will receive Petroleum Products for transportation from the named origin to the named destination under the following conditions:

Item No.	Subject	RULES AND REGULATIONS
5	Definition of Terms	As used in these rules and regulations, the following terms have the following meanings: "Barrel" means forty-two (42) United States gallons. "Carrier" means and refers to Phillips Texas Pipeline Company, Ltd. "Petroleum Products" shall mean and be limited to gasoline and distillates.
10	Facilities at Destination	At destination, Petroleum Products will be placed in storage of Carrier when storage facilities for the particular Petroleum Products are available at terminal point. When such Carrier storage is not, available, Shipper must provide facilities at destination for receiving such products promptly on arrival at destination.
15	Minimum Tenders	Petroleum Products of the required specifications shall be tendered for transportation in quantities of not less than 25,000 barrels of the same quality and specifications from one consignor, consigned to one consignee.
20	Identity of Shipment	Petroleum Products will be accepted for transportation on the condition that the Carrier will use due diligence to transport same to terminal point with a minimum of contamination and, so far as practicable, will endeavor to maintain the identity of each shipment.
25	Acceptance Free From Liens and Charges	Petroleum Products will be accepted for transportation only when free from all liens and charges.
30	Pipeage Contracts Required	Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed Shipper before any duty to transport shall arise.
35	Measuring Testing and Deduction	All Petroleum Products tendered Carrier for transportation shall be tested, gauged or metered by a representative of Carrier prior to or at time of receipt from the Shipper; but the Shipper shall at all times have the privilege of being present or represented during testing, gauging or metering. Petroleum Products will be received and delivered on the basis of volume correction for temperature from observed temperatures to sixty degrees (60°F) Fahrenheit in accordance with Table 7 of ASTM-IP Petroleum Measurement Tables, ASTM Designation D1250. The net quantities so determined for acceptance will be the net quantities deliverable.
40	Payment of Transportation Charges	The transportation and all other charges accruing on Petroleum Products accepted for shipment based on the rate applicable to the terminal point, if required by the Carrier, will be paid before release of Petroleum Products from the custody of Carrier, or if required by Carrier, will be prepaid at point of origin. Petroleum Products accepted for such transportation shall be subject to a lien for all lawful charges.
45	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 for any other cause not due to the negligence of Carrier whether similar or dissimilar to the causes herein enumerated; in such cases, the owner shall stand the loss in the same proportion as the amount accepted for transportation bears to the whole of the consignment (in the system of the particular Carrier at the time of such loss) and the owner shall be entitled to receive only such portion of his shipment as is left after deducting a due proportion of the loss, as above.
50	Claims Time for Filing	As a condition precedent to suit for damages, claims must be filed in writing with the Carrier within nine (9) months after delivery of the property, or in case of a 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 the Carrier will not be liable.
55	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 terminal point, Carrier may give notice to Shippers or consignees to remove Petroleum Products from Carrier's facilities. Petroleum Products specified in the notice shall be determined on a first-in-first-out basis. Petroleum Products specified in the notice which are not removed at the close of a five (5) day period beginning the day after such notice is sent by Carrier will be subject to a demurrage charge of one cent (1 ) a barrel a day until removed. Demurrage charges are payable upon presentation of bill by Carrier.

**EXPLANATION OF REFERENCED MARKS**

A.S.T.M.	American Society for Testing Materials	[D]	Decrease
°	Degree	[I]	Increase
F	Fahrenheit	[C]	Cancel
I.P.	The Institute of Petroleum	[W]	Change in wording only
No.	Number	[U]	Unchanged Rate