

**[N] Adoption Supplement**  
**Phillips Texas Pipeline Company, Ltd.**

RECEIVED  
RRC OF TEXAS

JUN 04 2013

PIPELINE SAFETY DIVISION  
AUSTIN, TEXAS

APPLYING ON

**PETROLEUM PRODUCTS**

FROM (Origin)	TO (Destination)	RATE IN CENTS PER BARREL
Sweeny, Brazoria County, Texas	Pasadena, Harris County, Texas	[U] 38.73

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.

**[N] Effective June 1, 2013, this tariff publication became the tariff of Phillips 66 Carrier LLC as per its adoption notice R.R.C. of Texas No. 1.0**

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

**ISSUED June 1, 2013**

**EFFECTIVE June 1, 2013**

Issued by:  
 Todd Denton, President  
 Phillips 66 Pipeline LLC,  
 general partner of  
 Phillips Texas Pipeline Company, Ltd.  
 P.O. Box 4428  
 Houston, TX 77210-4428

Compiled by:  
 Alan Fairwell, Director, Tariffs  
 Phillips 66 Pipeline LLC,  
 general partner of  
 Phillips Texas Pipeline Company, Ltd.  
 P.O. Box 4428  
 Houston, TX 77210-4428  
 (832) 765-1608  
 Fax (918) 977-8537

JUN 04 2013

PIPELINE SAFETY DIVISION  
AUSTIN, TEXAS

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	Origin and Destination Facilities	Petroleum Products will be accepted for transportation only when the Shipper and the consignee have provided equipment and facilities, including storage facilities if necessary, satisfactory to Carrier for delivering such tenders to Carrier at origin at a pumping rate equal to the current rate of pumping and for receiving same without delay upon arrival at destination. Satisfactory evidence may be required by Carrier showing that necessary facilities are available for delivering shipments at origin and receiving shipments before any obligation to furnish transportation shall arise.
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	Carrier 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 clear and unencumbered title or satisfactory indemnity bond to protect the Carrier.
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. From the net quantities so determined for acceptance, a further deduction of [U] One Twentieth of One Percent (1/20 of 1%) will be made to cover evaporation and loss. The balance will be the net quantities deliverable
40	Payment of Transportation Charges	Transportation charges will be assessed and collected by the Carrier at the rates named herein on the basis of the quantity actually delivered at destination after deductions and corrections as provided for herein. The payment of transportation and all other lawful charges accruing on Petroleum Products accepted for transportation shall on demand be paid before the release of said Petroleum Products from the custody of Carrier. If required, charges shall be prepaid at point of origin. Carrier shall have a lien on all Petroleum Products in its possession belonging to the Shipper or consignee to secure the payment of all unpaid lawful charges due from such Shipper or consignee and may withhold such Petroleum Products from delivery until all such unpaid charges have been paid.
45	Liability of Carrier	The Carrier shall not be liable for any delay or loss of products occasioned by war, invasion, hostilities, rebellion, insurrection, seizure or destruction under quarantine of customs regulations, or confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade. In the event of such loss, each owner's share of the loss shall be in the same proportion as its share of the total quantity of the shipments involved in the loss, and each such owner shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. The Carrier shall compute the quantities of loss, and shall prepare and submit a statement to the owners showing the apportionment of the loss among the owners involved.  The Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Products transported, unless such discoloration, contamination, or deterioration results from negligence of the Carrier in movement or handling of the product through the facilities of the Carrier. In the event of such damage, each owner's share of the damaged product shall be in the same proportion as its share of the total quantity of shipments involved, and each such owner shall be allocated only its proportionate share of damaged product. The Carrier shall prepare and submit a statement to the owners showing the apportionment of the damaged product among the owners involved.
50	Claims Time for Filing	Except where property is lost or damaged in transit by carelessness or negligence of the Carrier, claims for loss or damage must be made in writing to 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 for delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and one (1) day after delivery of the property, or in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after 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 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.

Item No.	Subject	RULES AND REGULATIONS
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[U] one cent (1 ) a barrel a day until removed. Demurrage charges are payable upon presentation of bill by Carrier.
60	Proration of Pipeline Capacity	When there shall be tendered to the Carrier, for transportation, more Petroleum Products than can be currently transported, the transportation furnished by the Carrier shall be apportioned among all Shippers in such quantities and at such times to the limit of capacity so as to avoid discrimination among Shippers. The Proration Policy for Phillips Texas Pipeline Company, Ltd. dated February, 13, 2006 is available on request by calling the number or writing to the address under the "Compiled by" heading on the title page of this tariff.
65	Specifications Required	<p>Petroleum Products shall be accepted for transportation only when such Petroleum Products meet all required Federal, state and local regulations and Carrier's published petroleum product specifications contained in the Sweeny to Pasadena Pipeline Specifications document.</p> <ul style="list-style-type: none"> <li>• A current copy of the Sweeny to Pasadena Pipeline Specifications document titled "Phillips Texas Pipeline Company, LTD.- Product Specifications – Sweeny to Pasadena Pipeline" Effective May 13, 2013 may be obtained on request from the compiled by person listed on the title page or on the Phillips 66 Pipeline LLC website <a href="http://www.phillips66pipeline.com/EN/Pages/index.aspx">http://www.phillips66pipeline.com/EN/Pages/index.aspx</a>.</li> <li>• Carrier reserves the right to require Shipper to demonstrate that Petroleum Products offered for transportation meet required specifications as prescribed in the Sweeny to Pasadena Pipeline Specifications document.</li> <li>• Shipper shall be responsible for all reasonable expenses incurred by Carrier resulting from Carrier's receipt of any Petroleum Products that do not comply with the Sweeny to Pasadena Pipeline Specifications document</li> <li>• Carrier reserves the right to require, approve, or reject the injection of corrosion inhibitors, viscosity or pour point depressants, drag reducing agents, or other additives. Petroleum Products will be accepted for transportation at such time as Petroleum Products of the same quality and specifications are currently being transported from receiving point to destination.</li> </ul>
<b>EXPLANATION OF REFERENCED MARKS</b>		
A.S.T.M.	American Society for Testing Materials	
°	Degree	[U] Unchanged
F	Fahrenheit	[N] New
I.P.	The Institute of Petroleum	
No.	Number	

**RECEIVED  
RRC OF TEXAS**

**JUN 04 2013**

**PIPELINE SAFETY DIVISION  
AUSTIN, TEXAS**