F.E.R.C. NO. 100.67.1
AMENDS F.E.R.C. 100.67.0
& CANCELS F.E.R.C. NO. 100.66.0

EXPLORER PIPELINE COMPANY

LOCAL PIPELINE TARIFF

CONTAINING REGULAR RATEFS, VOLUME INCENTIVE RATES, SPECIALTY PRODUCT RATES, BID RATES AND DISCOUNT RATES

APPLYING ON THE TRANSPORTATION OF

PETROLEUM PRODUCTS

AS DEFINED IN ITEM NO. 5 HEREIN SUPPLEMENTS THERETO AND SUCCESSIVE ISSUES THEREOF.

FROM	TO
POINTS IN TEXAS, OKLAHOMA AND ILLINOIS	POINTS IN TEXAS, OKLAHOMA, MISSOURI, ILLINOIS AND INDIANA

THE RATES NAMED IN THIS TARIFF APPLY ON INTRASTATE AND INTERSTATE TRANSPORTATION OF PETROLEUM PRODUCTS BY PIPELINE, SUBJECT TO THE RULES AND REGULATIONS PUBLISHED HEREIN.

THE RATES NAMED IN THIS TARIFF ARE MARKET-BASED RATES PURSUANT TO THE COMMISSION'S ORDER ON APPLICATION FOR MARKET POWER DETERMINATION, EXPLORER PIPELINE COMPANY, DOCKET NO. OR99-1-000, ISSUED JUNE 30, 1999.

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

ISSUED: June 13, 2017	EFFECTIVE: July 1, 2017
ISSUED BY THOMAS J. JENSEN, PRESIDENT & CEO	COMPILED BY CURTIS L. CRAIG, V.P. & GENERAL COUNSEL

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TABLE OF CONTENTS

Item No. 5 DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

"API Gravity" means gravity determined in accordance with ASTM Designation D-287-92 or latest revision thereof.

"ASTM Color" means color determined by the ASTM Standard method of test ASTM Designation D-1500 97 or latest revision thereof.

"Barrel" means 42 United States gallons at 60 degrees Fahrenheit and zero psi gauge.

"Batch" means a quantity of petroleum product of like specifications moved through the pipeline as an identifiable unit.

"Segregated Batch" means a batch identifiable as the property of a single Shipper, and moved through the pipeline so as to maintain this singular identity and ownership.

"Joint Batch" means two or more batches of petroleum product moved as one single identifiable unit which is joined by the Carrier for movement and identification by order and authority of the participating Shippers. Carrier does not prescribe specifications for joint batches.

"Fungible Batch" means a batch of petroleum product meeting Carrier's specifications *as set forth in the Shippers Manual*, which may be commingled with other batches of petroleum product meeting the same specifications.

"Bid Capacity" shall mean up to 10% of each mainline segment's capacity.

"Carrier" means Explorer Pipeline Company and other participating pipelines, if any.

"Carrier cycles" are five (5) days each commencing with cycle 1 beginning approximately January 1st of each year.

"Committed Shippers" are those shippers who have executed a multi-year throughput agreement with an effective date after August 1, 2012, which includes a take or pay provision as approved by the Commission in Docket No. OR12-10-000, issued August 1, 2012 (140 FERC ¶ 61,098).

"Consignee" means the party to whom a Shipper has ordered the delivery of petroleum product.

"Discount Capacity," means pipeline capacity available after allocation of Bid and Regular Capacity.

"Final Delivery" means a delivery of a batch or the remainder thereof so that the batch is completely removed from the mainline and held in either Carrier's tankage or consignee's facilities or delivered into the facilities of other Carriers.

"Grade 1A" means diluent which is moved through the pipeline as a segregated batch.

"Grade 1B" means diluent which is moved through the pipeline as a fungible batch.

Item No. 5 DEFINITIONS (cont.)

"Grade 7H, Magellan" means a dyed, fungible, high sulfur diesel which is moved through the pipeline for delivery to Magellan Pipe Line.

"Grade 14" means natural gasoline which is moved through the pipeline as a segregated batch.

"Grade 15" means alkylate which is a blend stock which is moved through the pipeline as a segregated batch.

"Grade 16, Reformate" a blend/feed stock that moves through the pipeline as a segregated batch.

"Grade 17, Iso Octane" a blend/feed stock that moves through the pipeline as a segregated batch.

"Grade 18" means rafinate which is moved through the pipeline as a segregated batch.

"Grade 19, Toluene" is a blend/feed stock that moves through the pipeline as a segregated batch.

"Grade 50, JP-8" means Jet Fuel, JP-8 "Military."

"Grade 80, Light Cycle Oil" means an un-dyed, heavy petroleum oil distillate which is moved through the pipeline as a segregated batch.

"Interface Mixture" is that mixture which occurs in normal pipeline operations between batches of petroleum products having different specifications.

"Jet Fuel" means aviation fuel, except for JP-8, Military Jet Fuel, which is kerosene based and meets Carrier's fungible specifications, as set forth in the Shippers Manual.

"Minimum Bid," means the lowest positive incremental rate per barrel, relative to the applicable regular or specialty rate that will be accepted in accordance with Item No. 113 Bid Rates.

"Naphtha" is a blend/feed stock that moves through the pipeline as a segregated batch.

"Petroleum Products" means gasolines and petroleum oil distillates or blend stocks as further described in Item 10.

"Priority Capacity" means Regular Capacity available to Committed Shippers, which is not subject to proration in accordance with Item No. 90. Priority Capacity will not exceed 250,000 barrels per day of the Regular Capacity on mainline segments.

"Regular Capacity," means pipeline capacity available after allocation of Bid Capacity.

"Shipment" means a volume of products offered to and accepted by Carrier for transportation.

"Shipper" means the party who contracts with the Carrier for transportation or storage of petroleum products under the terms of this tariff.

"Shippers Manual" means the document, updated periodically, provided to Shippers containing detailed information and procedures related to transportation of Petroleum Products on Carrier's facilities.

Item No. 10 SPECIFICATIONS

(a) Carrier shall have no obligation to accept petroleum products for transportation hereunder unless such products are free from water and other impurities; have a color not darker than No. 3 ASTM (except that gasolines to which artificial coloring has been added will be accepted for transportation regardless of color); have a vapor pressure not more than 15 pounds absolute at 100 degrees Fahrenheit; have an API gravity at 60 degrees Fahrenheit, not less than 20 degrees and not more than 80 degrees; a viscosity not more than 4.3 centistokes at 100 degrees Fahrenheit; and meet all required specifications as uniformly established and published in the Shippers Manual. Specifications are detailed in Section 3 of the Shipper's Manual and are dated October 1, 2016. Copies of the Shipper's Manual will be provided to Shippers upon request or may be accessed through the Carrier's website at www.expl.com.

(b) Carrier will require the Shipper to furnish certified laboratory reports showing the results of tests of the petroleum products offered for transportation. Carrier may also make such tests of the petroleum products as it deems necessary.

(c) Petroleum products containing blending components other than pure hydrocarbons or that pose a personal health hazard to Carrier's employees are not acceptable for transportation unless Shipper notifies Carrier of the identification and concentration of such components and has received Carrier's agreement to transport such blended petroleum products before they enter Carrier's system. Shipper must report type and percent by volume of all non-hydrocarbon blending components.

(d) Shippers of Grade 1A – Diluent and Grade 1B - Diluent, as defined herein in Item No. 5, shall be responsible for, and are hereby deemed to warrant, compliance with all applicable international trade laws and regulations, including but not limited to any export licensing and export clearance requirements, customs or import clearance requirements, and the North American Free Trade Agreement certificate of origin requirements, if applicable. Shippers shall also be responsible for the payment of any duties, taxes or other amounts that may be levied by a third-party regulatory agency on the Diluent transported on the Carrier's system.

Item No. 15 MINIMUM BATCH

Main Line

(a) The minimum quantity of petroleum which will be accepted at point of origin by the Carrier from one Shipper as a segregated batch shall be 50,000 barrels.

(b) The minimum quantity of petroleum product which will be accepted at points of origin by the Carrier from one Shipper for participation in a joint batch or a fungible batch shall be 25,000 barrels; provided, however, that the minimum quantity of a joint batch or a fungible batch traversing the mainline shall be 100,000 barrels for Jet Fuel, Ultra Low Sulfur Diesel and Premium Gasoline and 50,000 barrels for all other products.

Stub Lines

The minimum quantity of petroleum product, which will be pumped from Carrier's tankage into a stub line as a batch, shall be 5,000 barrels.

Item No. 20 MINIMUM DELIVERY AT DESTINATION

(a) Deliveries from the mainline, stub lines, and local transfer lines shall be made in quantities of not less than 5,000 barrels.

(b) It shall be permissible to split a delivery at one location between two or more consignees, but in no event shall the Carrier be obligated to deliver less than 5,000 barrels to any one consignee.

(c) A joint batch or a fungible batch contained in the mainline shall not be reduced in quantity below 50,000 barrels for Jet Fuel, Ultra Low Sulfur Diesel and Premium Gasoline and 10,000 barrels for all other products prior to final delivery from the mainline. Final delivery of batches from the mainline shall be made at Greenville, Texas; Tulsa, Oklahoma; Wood River, Illinois; and Hammond, Indiana, except as otherwise provided herein.

Requests to make final delivery of batches at mainline terminals intermediate to Greenville, Texas; Tulsa, Oklahoma; Wood River, Illinois; and Hammond, Indiana, shall be granted provided, 1) the Shipper can accept full line rate deliveries or 2) the Carrier can make such final delivery without adversely affecting the reasonable operation of Carrier's facilities.

Item No. 25 NOTICE OF INTENT TO SHIP; BINDING NOMINATIONS; PAYMENT OBLIGATIONS; SHIPPING SCHEDULES

(a) Any Shipper desiring to tender petroleum products for transportation hereunder shall on or before the 10th day of the month preceding the nomination period give written nomination on forms acceptable to the Carrier specifying Regular, Bid, Priority Capacity, Flexible Capacity, or Discount Rates, origin, destination, product type, quantity of products to be shipped and, if applicable, a per barrel bid that is equal to or greater than the applicable Minimum Bid. Each nomination period will consist of six (6) five (5) day cycles. Unless such nomination is made, the Carrier shall be under no obligation to accept petroleum products from such Shipper.

(b) On or about the 11th, 21st, and 31st days of month preceding the nomination period, Carrier will prepare and furnish to each Shipper, its pipeline capacity in accordance with Item 90 and schedules showing the estimated time that each shipment will be received for transportation at origin points and the estimated time of arrival at destinations. Such schedules may be revised from time to time to the extent reasonably desirable to facilitate the efficient and economical use and operation of Carrier's facilities and to accommodate Shipper's needs for transportation. Carrier will furnish Shipper revised schedules when issued.

When it is determined that insufficient capacity is available to accommodate all valid timely and properly submitted nominations, Carrier will notify via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a nomination for the allocated line segment or facility and for the applicable two (2) cycles of the nomination period. Each allocated Shipper will then have a period of two (2) business days to adjust its nomination for the applicable two (2) cycles of the nomination period using Transport4 (unless otherwise instructed by the Carrier). At 12:01 a.m. on the third business day following the notification to Shippers, this adjusted nomination shall be considered a Binding Nomination, or if a Shipper does not change or submit a reduced nomination, then its initial nomination shall be considered its Binding Nomination. For example, Shipper A nominates 750,000 barrels on March 10th for the April nomination period (cycles 19 – 24). On March 11, Carrier notifies Shipper A that Carrier has insufficient capacity and Shipper may submit a revised nomination, to be considered binding, for the allocation process for cycles 19 and 20. On or about March 13th Carrier will notify Shipper A that their allocation is 100,000 barrels each cycle. Shipper A then adjusts its nominations for cycles 19 and 20 to the allocated 100,000 barrels each cycle. This same process will occur three (3) times per nomination period. That is, the Carrier will notify the nominating Shipper on March 11th, March 21st and March 31st.

(c) If a Shipper delivers a volume greater or equal to eighty-five percent (85%) of its allocated capacity, then Shipper shall be invoiced based on its delivered volumes. If a Shipper delivers less than eighty-five percent (85%) of its allocated capacity, then Shipper shall be invoiced for its delivered volumes for that period, plus a Capacity Allocation Program (CAP) charge equal to:

85% of allocated capacity for the applicable cycle of the nomination period
(-) less
Actual Volume delivered in the applicable cycle of the nomination period
(*) times
Applicable CAP charge of forty-two cents ($0.42) per barrel.

The CAP charge will not be applicable to the 28" mainline system. The CAP charge will be waived when tenders were reduced at the request of Carrier, or where Carrier's operational issues prevented full receipt or delivery of barrels tendered by Shipper. The CAP charge will be calculated on each applicable cycle of the nomination period.

(d) To reduce the schedule's variability, an origin nomination change fee of forty-two cents ($0.42) per barrel will be assessed to any Shipper who within seventy-two (72) hours before the scheduled time for receipt by Carrier fails to designate an origin, changes the origin location or reduces the amount of barrels for transportation. In addition, a destination nomination change fee of forty-two cents ($0.42) per barrel will be assessed to any Shipper who within twenty-four (24) hours before the scheduled time for a Carrier's destination delivery by Carrier, changes the location of the nominated destination. These nomination change fees will be waived when deliveries were reduced at the request of the Carrier, or where Carrier's operational problems prevented full receipt or delivery of barrels tendered by Shipper.

(e) Shipper shall have each shipment available in tankage connected to Carrier's origin stations at least eight hours before the scheduled time for receipt by Carrier. When a product is not available in tankage within the time limits as aforesaid, acceptance of said product will be at the discretion of the Carrier.

Item No. 30 SEGREGATION AND VARIATIONS IN QUALITY AND GRAVITY

(a) Carrier shall not be liable for variation in gravity or quality of petroleum products occurring while in its custody, resulting from normal pipeline operations and is under no obligation to deliver the identical petroleum products received.

(b) Subject to the foregoing, Carrier will, on segregated shipments, to the extent permitted by Carrier's facilities, endeavor to make delivery of substantially the same petroleum products at destinations; however, it being impractical to maintain absolute identity of each shipment of petroleum products, reasonable substitution of barrelage of substantially the same specification of petroleum product will be permitted.

Item No. 35 ORIGIN AND DESTINATION FACILITIES AND DISPOSITION OF PRODUCTS ON FAILURE TO ACCEPT DELIVERY

(a) Shipper shall furnish facilities to deliver petroleum products to the Carrier's manifold at origin stations at a compatible pressure and at a pumping rate equal to Carrier's full line pumping rate or injection rate, if applicable.

(b) No duty to transport will arise until evidence satisfactory to the Carrier has been furnished that Shipper has provided necessary facilities to which Carrier is connected at destination capable of receiving such shipments without delay at pressures and at pumping rates required by Carrier, and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination. The Shipper or consignee shall have the sole duty to open valves into such delivery tankage, to determine that sufficient storage space is available to receive deliveries and to make all other necessary arrangements for the safe and proper receipt of petroleum products.

(c) In the event the Carrier has accepted petroleum products for transportation in reliance upon Shipper's representations as to acceptance at destination, and there is failure to take such petroleum products at destination as provided in Paragraph (b) hereof, then and in such event, Carrier shall have the right, on 24-hour notice to Shipper, to divert, reconsign, or make whatever arrangements for disposition of the petroleum products it deems appropriate to clear its pipeline including the right to sell the petroleum products at a private sale for the best price obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation charges and other necessary expense of caring for and maintaining the petroleum products and the balance shall be held for whosoever may be lawfully entitled thereto.

Item No. 40 PIPEAGE CONTRACTS REQUIRED

In the event construction of new facilities are required, then a pipeage contract, in accordance with this tariff and these rules and regulations, will be required of the proposed Shipper before any duty of transportation shall arise.

Item No. 45 MEASURING, VOLUME CORRECTIONS AND TENDER DEDUCTIONS

(a) Quantities at origin and destination shall be determined either by meter and/or gauging computations from certified tank tables corrected to temperature of 60 degrees Fahrenheit in accordance with API Standard 11.1 Tables 6A or 6B (whichever is applicable) for products and Tables 5A and 5B (whichever is greater) for Diluent or latest revisions thereof, and a pressure of zero psi gauge by use of API Standard 11.1 or latest revisions thereof. Shipper or consignee may have representatives present during testing, meter reading, calibration and gauging. Full deductions to be made for all water and other impurities in products received or delivered.

(b) A tender deduction of 0.05% by volume will be made on the quantity of Petroleum Products accepted for transportation. Carrier will only be accountable for delivery of that quantity of Petroleum Products accepted for transportation after the tender deduction.

Item No. 50 DIVERSION OR RECONSIGNMENT

Diversion or reconsignment may be made without charge if requested by the Shipper at least 24 hours prior to scheduled arrival at original destination, subject to the rates, rules and regulations applicable from point of origin to point of final destination, upon condition that no out-of-line or backhaul movement will be made.

Item No. 55 RATES APPLICABLE

Petroleum products transported shall be subject to rules and rates in effect on the date such petroleum products are received by the Carrier. Rules and rates changes begin at 0000 hours Central Time Zone on the effective date of the tariff or any supplements thereto.

Item No. 60 TRANSPORTATION CHARGES

(a) Transportation charges will be computed and collected at the rates provided herein, on the basis of the number of barrels of petroleum products delivered at destinations, after volume corrections as provided in Item 45.

(b) The Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment, and, if required by Carrier, shall prepay such charges or furnish guaranty of payment satisfactory to the Carrier.

(c) In the event that an invoice for the charges described in (b) above is not paid to and received by Carrier in full within thirty (30) days of the invoice date, the balance due on such invoice shall bear interest from that 30th day at an annual rate of 18% or the maximum annual finance charge rate allowed by the State of Oklahoma, whichever is less.

Item No. 60 TRANSPORTATION CHARGES (cont.)

(d) In addition to all other liens, statutory or otherwise, to which Carrier is entitled, Shipper hereby grants to Carrier a first priority continuous and continuing security interest in all of the following, whether now or hereafter existing or acquired, as collateral for the prompt and complete payment and performance of Shipper's Obligations (as defined below): (a) All Petroleum Products accepted by Carrier for transportation, terminaling, storage, or otherwise; (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents, (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (d) all products and proceeds of any of the foregoing property in any form. The property described or referred to in subsections (a) through (c) above is collectively referred to as the "Collateral." This grant secures the following (collectively the "Obligations"): (a) all antecedent, current and future transportation, storage, terminaling, special, ancillary and other lawful charges arising under or related to this tariff or the contracts entered into in connection with this tariff; (b) the repayment of any amounts that Carrier may advance or spend for the maintenance, storage or preservation of the Collateral; (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; and (d) all other amounts now or in the future owed by Shipper to Carrier, whether or not of the same kind or class as the other obligations owed by Shipper to Carrier.

(e) Upon a default by the Shipper under this tariff or the contracts entered into in connection with this tariff, Carrier may, without further notice, setoff (including by set off, offset, recoupment, combination of accounts, deduction, retention, counterclaim, or withholding across or within each or all of such tariff and contracts, collectively "Setoff") (i) any amounts owed by Carrier to the Shipper under any other agreements, instruments or undertakings between the Shipper and Carrier against (ii) any amounts owed by the Shipper to Carrier under any other agreements, instruments or undertakings between the Shipper and Carrier. Carrier shall give the Shipper notice of any Setoff pursuant to this paragraph, as soon as practicable thereafter, provided that failure to give such notice shall not affect the validity of the Setoff.

(f) This tariff shall be construed in accordance with and governed by the laws of the State of Oklahoma (including without limitation the Uniform Commercial Code, 12A Okla. Stat. § 1-101 et seq., as it may be amended from time to time), without regard to any choice of law rules which may direct the application of the laws of any other jurisdiction.

Item No. 65 LIABILITY

The Carrier shall not be liable for any delay, damage, or loss caused by acts of God, public enemy, quarantine, authority of law, riots, nuclear or atomic explosion, floods, strikes, picketing, or other labor stoppages, whether of Carrier's employees or others, or act of default of Shipper or owner, or any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated.

Item No. 65 LIABILITY (cont.)

In the event of such loss, each Shipper shall bear the loss in the same proportion as its share of the total quantity of the batch involved and shall be entitled to receive only so much of its share remaining after its due proportion of the loss is deducted. Transportation charges will be assessed only on the quantity delivered.

Subject to Item 75, Carrier will not be liable for discoloration, commingling, contamination or deterioration of petroleum products transported unless such degradation is caused by the negligence of the Carrier. Negligence in this case shall not be construed to include contaminants absorbed by the material during transit through the pipeline which is used for multi-product transportation.

As a condition to Carrier's acceptance of petroleum products under this tariff, each Shipper (for the purposes of this item the term "Shipper" shall include users of tank space) agrees to protect and indemnify Carrier against claims or actions for injury to and/or death of any and all persons whomever and for damage to property of Carrier, Shipper, consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by the Shipper, his consignee, his agents, employees or representatives and 2) the negligent act or acts or failure to act of the Shipper, his consignee, his agents, employees or representatives in connection with the delivery or receipt of such petroleum product.

Item No. 70 TITLE

An offer of petroleum products for shipment shall be deemed a warranty of title by the party offering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier may, in the absence of adequate security, decline to receive any petroleum products which are in litigation, or as to which a dispute over title may exist, or which are encumbered by a lien.

Item No. 75 DELIVERY ADJUSTMENTS

(a) Subject to Item 45 and Item 65, Carrier shall account to each Shipper for 100 percent of products received. The interface of comingled products occurring in the mainline between products having unlike, basic, physical characteristics, which cannot be readily absorbed into the shipments immediately preceding and following the interface (non-compatible interface) shall be retained in the custody of Carrier and the costs incurred in its disposition will be covered by Carrier.

(b) On lateral stub lines, interface material will be distributed equally among the number of Shippers who participated in movements which generated interface. This interface material will be delivered in kind to each Shipper’s tankage, which they are required to provide for receipt of this material.

Exception to Item 20:

The provisions of Item 20 with reference to minimum delivery at destination will not apply to deliveries of interface material as provided in this item.

Item No. 80 TIME LIMITATION ON CLAIMS

As a condition precedent to recovery for loss, damage or delay to shipments, claims must be filed in writing with the Carrier within nine months and one day after delivery of the product, or in case of failure to make delivery, then within nine months and one day after reasonable time for delivery, based on Carrier's normal operations, has elapsed; and suits shall be instituted against the Carrier only within two years and one day from the day when 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 are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier hereunder shall not be liable, and such claims will not be paid.

Item No. 85 CORROSION INHIBITORS

All products shipped, with the exception of all grades of Aviation Kerosene, are required to meet a minimum level of corrosion protection. The concentration of inhibitor dosage will be controlled to meet a minimum rating of B+ (less than 5% of test surface rusted) as determined by NACE Standard TM0172 2001, Test Method-Antirust Properties of Petroleum Products Pipeline Cargoes or latest revisions thereof.

Item No. 90 PRORATION OF PIPELINE CAPACITY

The proration policy will be applied, separately, as to Regular Capacity, Bid Capacity, Priority Capacity and Discount Capacity on each segment of main line, or lateral lines, where a need for proration shall arise. When the total volume nominated for Shipment in accordance with Item 25 is greater than can be transported within the period covered by such nominations, petroleum products offered by each Shipper for transportation will be transported in such quantities and at such times to the limit of Carrier's capacity so as to avoid discrimination among shippers and will be in accordance with Carrier's "Petroleum Products Proration Policy" dated April 1, 2017, a copy of which is published in the Shipper's Manual and is available upon request or may be accessed through the Carrier's website at www.expl.com.

Priority Capacity will be available to Committed Shippers whose volumes originate on the Gulf Coast with a destination north of Wood River, Illinois during periods of proration on any segment of the mainline. Priority Capacity will not exceed 250,000 barrels per day of each mainline segment. A Committed Shipper nominating volumes for shipment in accordance with Item 25 during periods of proration has the ability to secure Priority Capacity up to their committed level by paying a one cent ($0.01) premium over the Table of Regular Rates (Part III) or Table of Specialty Rates (Part IV), whichever is applicable.

Item No. 95 STORAGE IN TRANSIT AT PORT ARTHUR, TEXAS; HOUSTON, TEXAS; GREENVILLE, TEXAS; ARLINGTON, TEXAS; TULSA, OKLAHOMA; WOOD RIVER, ILLINOIS; AND HAMMOND, INDIANA

When requested in writing at the time of tendering for shipment, shipments of petroleum products may be stopped for a period of not more than one year for storage in facilities furnished by the consignee at Houston, Texas; Greenville, Texas; Arlington, Texas; Tulsa, Oklahoma; or Hammond, Indiana, or arranged for with the Carrier, under Item 100, at Port Arthur, Texas; Greenville, Texas; Arlington, Texas; Tulsa, Oklahoma; Wood River, Illinois; or Hammond, Indiana. The rate applying from point of origin to the point of storage shall be collected on all shipments moving under the storage in transit privilege.

Item No. 95 STORAGE IN TRANSIT AT PORT ARTHUR, TEXAS; HOUSTON, TEXAS; GREENVILLE, TEXAS; ARLINGTON, TEXAS; TULSA, OKLAHOMA; WOOD RIVER, ILLINOIS; AND HAMMOND, INDIANA (cont.)

If the petroleum product is reshipped within a one (1) year period, counting from the date it is delivered into tankage at the transit storage point, the Carrier shall collect additional transportation charges based on the difference between the rate paid to the transit storage and the rate applicable from the origin point to the final destination in effect on the date of original shipment. In the event the petroleum product is not reshipped within the one (1) year period, the rate in effect on date of reshipment from Carrier's point of origin nearest to the point of storage (the rate from Pasadena will apply on movements from storage at Greenville) to ultimate destination shall be collected.

Products offered for reshipment under this in transit provision will be accepted for shipment when injections into compatible products can be made, authorized by the consignee, or at such times as it will not interfere with or delay movements of products from points of origin.

When shipments leave the custody of the Carrier, the consignee shall cause accurate records to be kept showing the volume of transit barrelage on hand at the transit point. The Carrier shall have access to transit records at all times and if requested by the Carrier, the consignee shall certify under oath as to the accuracy of such records.

Carrier will not be liable for product loss, discoloration, contamination, or deterioration of petroleum products in transit storage furnished by consignee. (While products are in storage tanks of the Carrier, arranged for under Item 100, evaporation losses will be for the account of the consignee and any other liability of the Carrier is subject to the provisions of Items 30 and 65.)

Item No. 100 IN TRANSIT STORAGE, TANKAGE AT PORT ARTHUR, TEXAS; GREENVILLE, TEXAS; ARLINGTON, TEXAS; TULSA, OKLAHOMA; WOOD RIVER, ILLINOIS; AND HAMMOND, INDIANA

Within the limits of space, which may be determined by Carrier to be available from time to time, Carrier will furnish tankage for in transit storage at Port Arthur, Texas; Greenville, Texas; Arlington, Texas; Tulsa, Oklahoma; Wood River, Illinois; and Hammond, Indiana. In addition to all other applicable charges Shippers or consignees requesting in transit storage space shall pay a rate furnished upon request by carrier. A separate storage agreement, covering further details will be required of the Shipper or consignee.

In the event Shipper or consignee fails to reship or otherwise remove its petroleum products from Carrier's tankage at the expiration of the storage period arranged with Carrier, then Carrier shall have the right, on 24-hour notice to Shipper or consignee, to divert, reconsign, or make whatever arrangements for disposition of the petroleum products it deems appropriate to clear its facilities, including the right of sale as provided in Item 35. The tankage offered by the Carrier under this Item 100 is only that constructed for normal breakout tankage within Carrier's system which from time to time may be surplus to Carrier's operating needs and available for storage of Shipper's volumes.

Item No. 105	**TRANSSHIPMENT AND DELIVERY TANKAGE AT HAMMOND, INDIANA**

Within the limits of available space, Carrier will furnish tankage and piping for breakout service necessary for movement of shipments to destinations beyond Hammond, Indiana via connecting pipeline Carriers.

[C]

~~**Item No. 110**~~	~~**VOLUME INCENTIVE RATES TO GRIFFITH, AND HAMMOND, INDIANA**~~

~~Rates set forth in Part I of this tariff and successive issues thereof will apply to deliveries of any Shipper agreeing in writing to deliver a minimum guaranteed annual volume for two (2) years of either~~

~~(1) Fifteen (15) million barrels; or~~
~~(2) Ten (10) million barrels.~~

~~of motor fuel, jet fuel, and distillate, *except for specialty products as defined in Item 112*, from origins to destinations for which rates are listed in Part I, counting from the effective date of the agreement subject to the following terms and conditions:~~

~~(a) A Shipper must agree in writing to deliver the guaranteed volume for a two (2) year period. Volumes delivered in the first year of the two (2) year period in excess of the minimum annual quantity (excess volumes) shall be at the rates set forth in Part I. Volumes delivered in the second year of the two (2) year period in excess of the minimum annual quantity (excess volumes) shall be at the rates set forth in Part III and in Part IV. Specialty Products as defined in Item 112 will be credited against Shipper's minimum volume requirements and shall be at the rates set forth in Part IV from Gulf Coast origins to Griffith and Hammond, Indiana.~~

~~(b) The agreed minimum annual quantity shall be delivered by the end of each one (1) year period. The minimum monthly volume for each volume incentive rate category referred to above shall be:~~

~~(1) 1,000,000 barrels; and~~
~~(2) 670,000 barrels.~~

~~If Shipper's deliveries hereunder in any month or one (1) year period are less than the minimum quantity for such period, the Shipper shall pay Carrier the current rate in Part III from Pasadena, Texas to Hammond, Indiana times the number of barrels that Shipper is deficient, which payment shall be made upon receipt of Carrier's invoice to be rendered within thirty (30) days after the end of each month or year. Such amount will be considered by Carrier as prepaid transportation and will be credited to Shipper against transportation charges on volumes that Shipper may elect to ship from such origins to such destinations in future monthly periods, but only after the minimum monthly quantity for such month has been delivered. Volume on which shipper has unused transportation credits accumulated during the one (1) year period shall be credited towards compliance with the minimum Shipper requirements for such year. Volumes moving into in transit storage, other than Hammond, Indiana, will not be credited against Shipper's minimum volume requirements until the month during the one (1) year term these volumes are re-originated from in transit storage and delivered.~~

~~(c) Unused transportation credits existing at the expiration of the two (2) year term will not have any future value to the Shipper.~~

[C]

~~Item No. 110~~	~~VOLUME INCENTIVE RATES TO GRIFFITH, AND HAMMOND, INDIANA (cont.)~~

~~(d) If during any month period Carrier is unable to accept all of the volume offered for shipment by Shipper (within the limitations of this tariff) such volume shall be deemed to be delivered for the purpose of meeting minimum monthly and annual term requirements hereunder, provided that Shipper gives Carrier written notice within ten (10) days after the end of the specific month of the volume claimed.~~

~~(e) If, at any time during the term of this agreement, Carrier gives written notice to Shipper of its intent to decrease the monetary difference between the Part I and Part III rates from that contained in this tariff, supplements thereto and successive issues thereof, over the routes applicable to Shipper, then Shipper may by written notice to Carrier given within thirty (30) days of receipt of Carrier's notice, terminate this agreement. If Shipper does not give such notice within such thirty (30) day period then this agreement shall remain in effect. In the event of termination hereunder, Shipper shall have no further obligation to ship Petroleum Products, but Shipper shall have the right to use any transportation credits accumulated under the terms of this agreement for shipments over Carrier's pipeline from any origin to any destination at rates applicable at the time of shipment. Carrier shall likewise have the right to any payments under (b) above accrued to the date of termination; and if termination occurs during the agreement term, the minimum annual quantity guaranteed for such period shall be the prorated portion, and such period shall constitute a one (1) year period hereunder.~~

~~In the event the average transit time for any Shipper's volume shipped under this provision in any calendar month exceeds forty-five (45) days, the Shipper will have the following options:~~

~~(1) Continue under Part I tariff rates and the volume incentive rates provision of this Item 110;~~

~~(2) Revert to Part III tariff rates for subsequent months until such time as the average transit time for shipments made during such month from the origins to the destinations set forth in the Part I rates is reduced to forty-five (45) days or less, assuming the Shipper's minimum monthly volumes are included in such deliveries; or~~

~~(3) If (2) above is elected, to extend the term by the number of months the Shipper remains under Part III rates, or reduce the annual minimum volume by one-twelfth (1/12) for each month the Shipper remains under Part III rates.~~

~~Shippers signing agreements for the lower annual volume levels shall, upon thirty (30) days advance written notice to Carrier, have the option of increasing their annual volume to any higher volume incentive category specified in this Item 110 and the rates for such higher level as set forth in the Part I rates of this tariff shall apply thereafter.~~

~~Prepaid transportation credits will not bear interest. In the event Carrier, or its successors and assigns, shall permanently cease to offer common carrier service over the routes specified herein any unused prepaid transportation credits will be returned to Shipper in cash.~~

~~Rates in Part III shall apply to all other shipments,~~ ~~*except for specialty products as defined in Item 112 which rates are set forth in Part IV*~~.

Item No. 111 FLEXIBLE CAPACITY RATES

Shippers may make monthly nominations to Carrier per Item No. 25, Notice of Intent to Ship; Binding Nominations; Payment Obligations; Shipping Schedules for transportation at Flexible Capacity Rates. Flexible Capacity will provide a service for shippers to change destinations from longer to shorter hauls to respond efficiently to changes in competitive dynamics in end-use markets without negatively impacting historical delivery calculations in accordance with Item No. 90, Proration of Pipeline Capacity. Shippers can select Flexible Capacity during the normal monthly allocation procedures, Item No. 25 & Item No. 90 when confirming their allocations.

The rate for Flexible Capacity will be the Regular or Specialty Product Rate to the destination selected by the Shipper. Once the destination is chosen, the Shipper will be allowed to select destinations up to and including the selected destination and get credit for those deliveries for purposes of proration as though they were actually delivered to the destination. The shipper must have the appropriate allocations to make deliveries to other destinations.

The Shipper is committing to pay an amount equal to the Flexible Capacity amount times the Regular or Specialty Product rate for the selected destination regardless of the amount of deliveries actually made. Any deliveries made to destinations beyond the selected destination will be invoiced at the posted Regular or Specialty Product rate for those locations. All payments made for Flexible Capacity shall have no future value to Shippers.

Item No. 112 SPECIALTY PRODUCT RATES

Rates set forth in Part IV of this tariff and successive issues thereof will apply to deliveries for any Shipper of specialty products as defined in this item. Specialty products will include petroleum products listed below and any other petroleum products that otherwise meet the Carrier's specifications as provided in Item 10, and have an API gravity of less than 30 degrees at 60 degrees Fahrenheit:

(a) Grade 50, JP-8, Military Jet Fuel;

(b) Grade 80, Light Cycle Oil;

(c) Grade 7H, Magellan High Sulfur Diesel;

(d) Grade 14, Natural Gasoline;

(e) Grade 15, Alkylate;

(f) Grade 18, Rafinate;

(g) All grades of Naphtha;

(h) Grade 19, Toluene;

(i) Grade 16, Reformate;

(j) Grade 17, Iso Octane; and

Item No. 112 SPECIALTY PRODUCT RATES (cont.)

(k) Grade 1B, Diluent; and

(l) Grade 1A, Diluent.

Rates in Part III, Table of Regular Rates, shall apply to all other shipments.

Shippers of Grade 80, Light Cycle Oil, Grade 1B, and Grade 1A Diluent will be required as requested to provide Carrier with buffer material for pipeline movements of these products.

Item No. 113 BID RATES

Up to ten percent (10%) of Carrier's mainline pipeline capacity shall be reserved as Bid Capacity on a monthly basis. Shippers shall make one bid per mainline segment on the Bid Capacity monthly by submitting a "bid" with nominations as described in Item No. 25 hereof. The mainline segments are "Southern", Houston, TX to Tulsa, OK and "Northern", Tulsa, OK to Hammond, IN. Shippers will be notified of the amount of Bid Capacity and the Minimum Bid amounts monthly as part of the Request for Nomination Procedure. Northern Segment Bid Capacity is included in the Southern Bid Capacity.

Bids must be equal to or greater than the Minimum Bid and will be ranked based on incremental bid revenue per barrel. Bids must be submitted in cents per barrel with minimum increments of one-tenth of one cent. The bids that represent the highest incremental bid revenue per barrel will be awarded space until the Bid Capacity is exhausted. For example, if the bid revenue per barrel for the Northern Segment Bid Capacity is greater than the bid revenue per barrel for the Southern Segment Bid Capacity, then the Northern Segment Bid Capacity is awarded first and the remaining Southern Segment Bid Capacity is awarded second. The reverse is also possible. The lowest bid that is awarded Bid Capacity for each mainline segment becomes the "Market Clearing Rate" and becomes the rate for all Bid Capacity awarded for that mainline segment during the nomination period. Proration of this Capacity shall be in accordance with Item No. 90 hereof.

Once a Shipper is awarded Bid Capacity, the awarded volumes must be shipped before such Shipper may utilize Regular or Discount capacity. Shippers not utilizing allocated Bid Capacity shall pay a non-refundable penalty equal to the difference in the Market Clearing Rate and the applicable Regular Rate or Specialty Product Rate times the amount of allocation awarded. Bid Capacity may be used to any destination along the respective mainline segment as long as the incremental bid revenue per barrel is maintained.

The identity of the participants is confidential and will not be disclosed to other bidders. If the Carrier receives any bids meeting requirements set forth herein, the summary information of all such valid bids and the Market Clearing Rates will be filed with the Federal Energy Regulatory Commission, in the form of Table V and posted on Carrier's website (www.expl.com) prior to the 1st day of the Month of transportation for which such bids are made. No tariff filing will be made if no valid bid has been received.

Item No. 114 DISCOUNT RATES

Shippers may make monthly nomination per Item No. 25 hereof for transportation at Discount Rates. In the event Carrier has excess capacity after awarding Regular and Bid Capacity, Discount Capacity will be available on a monthly basis at Discount Rates set forth in Part IIIA of this tariff.

Item No. 114 DISCOUNT RATES (cont.)

No specialty products may be shipped using Discount Capacity.

Shippers must fulfill their obligations to ship on their respective allocations of Regular and Bid Capacity before using Discount Capacity.

Proration of Discount Capacity shall be in accordance with Item No. 90 hereof.

Item No. 115 APPLICATION OF RATES FROM OR TO INTERMEDIATE POINTS

For shipments of Petroleum Products accepted for transportation from any origin or to any destination not named in any tariff making reference hereto, which origin or destination is directly intermediate to any origin or destination from or to which a rate applies though such unnamed point is not published, the Carrier will apply, from or to such unnamed origin or destination, the rate published from or to the next more distant point specified in the tariff and in accordance with 18 CFR § 341.10.

Item No. 116 JET FUEL VOLUME INCENTIVE RATES TO DALLAS-FORT WORTH INTERNATIONAL AIRPORT (TARRANT COUNTY)

Rates set forth in Part II of this tariff and successive issues thereof will apply to deliveries of any Shipper agreeing in writing to deliver a minimum guaranteed monthly volume of jet fuel, except for specialty products as defined in Item 112, for a period up to two (2) years from origins to the Dallas-Fort Worth International Airport destination, for which rates are listed in Part II herein, counting from the effective date of the agreement subject to the following terms and conditions:

(a) Jet Fuel refers to an individual petroleum product meeting specifications referenced in Item No. 10, except for specialty products as defined in Item 112, of this tariff.

(b) A Shipper must agree in writing to deliver the guaranteed volume for a two (2) year period. Volumes delivered in the two (2) year period in excess of the minimum annual quantity (excess volumes) shall be at the rates set forth in Part II.

(c) The agreed minimum annual quantity shall be delivered by the end of this one (1) year period. The minimum volumes for the volume incentive rates herein shall be as follows:

DESTINATION	MINIMUM ANNUAL VOLUME	MINIMUM MONTHLY VOLUME	TABLE OF RATES APPLICABLE
Dallas-Fort Worth International Airport (Tarrant County)	2,850,000 Barrels	200,000 Barrels	PART II

If Shipper's deliveries hereunder in any month period are less than the minimum quantity, then Shipper shall pay Carrier a deficiency payment in the amount calculated by the rates in Part II times the number of barrels that Shipper is deficient, which payment shall be made upon receipt of Carrier's invoice to be rendered within thirty (30) days after the end of each month or year. Such deficiency payment will not have any future value to Shipper.

Item No. 116 JET FUEL VOLUME INCENTIVE RATES TO DALLAS-FORT WORTH INTERNATIONAL AIRPORT (TARRANT COUNTY) (cont.)

(d) If during any month period Carrier is unable to accept all of the volume offered for shipment by Shipper (within the limitations of this tariff) such volume not accepted shall be deemed to be delivered for the purpose of meeting minimum monthly requirements hereunder, provided that

Shipper gives Carrier written notice within ten (10) days after the end of the specific month of the volume claimed.

(e) If, at any time during the two year term of this agreement, Carrier gives written notice to Shipper of its intent to decrease the monetary difference between the volume incentive rate herein and Part III over the routes specified herein and applicable to Shipper, the Shipper may by written notice to Carrier given within thirty (30) days of receipt of Carrier's notice, terminate this agreement. If Shipper does not give such notice within such thirty (30) day period then this agreement shall remain in effect. In the event of termination hereunder, Shipper shall have no further obligation to ship Jet Fuel. Carrier shall have the right to any payments under (c) above accrued to the date of termination.

Rates in Part III, Table of Regular Rates, shall apply to all other shipments, except for specialty products as defined in Item 112.

Item No. 117 DILUENT VOLUME INCENTIVE RATES TO IRWIN/COCHIN TERMINAL, ILLINOIS, AND MANHATTAN/SOUTHERN LIGHTS TERMINAL, ILLINOIS

Rates set forth in Part IVA of this tariff and successive issues thereof will apply to deliveries of any Shipper agreeing in writing to deliver a minimum guaranteed annual volume for:

(1) Ten (10) years of twenty-two million (22,000,000) barrels; or
(2) Five (5) years of four million, three hundred thousand (4,300,000) barrels; or
(3) Five (5) years of three million six hundred thousand (3,600,000) barrels.

of natural gasoline or condensate, from origins to destinations for which rates are listed in Part IVA, counting from the effective date of the agreement subject to the following terms and conditions:

(a) A Shipper must agree in writing to deliver the guaranteed volume for a ten (10) year period or a five (5) year period. Volumes delivered in the first nine years or first four (4) years, whichever is applicable, in excess of the minimum annual quantity (excess volumes) shall be at the rates set forth in Part IVA. Volumes delivered in the tenth year or fifth year, whichever is applicable, in excess of the minimum annual quantity (excess volumes) shall be at the rates set forth in Part IV.

(b) The agreed minimum annual quantity shall be delivered by the end of each one (1) year period.

(c) If Shipper's deliveries and unused excess volume credits hereunder in any one (1) year period are less than the minimum quantity for such period, the Shipper shall pay Carrier one hundred cents ($1.00) times the number of barrels that Shipper is deficient, which payment shall be made upon receipt of Carrier's invoice to be rendered within thirty (30) days after the end of each year. Such amount will have no future value to Shipper.

Item No. 117 DILUENT VOLUME INCENTIVE RATES TO IRWIN/COCHIN TERMINAL, ILLINOIS, AND MANHATTAN/SOUTHERN LIGHTS TERMINAL, ILLINOIS (cont.)

(d) If during any month period Carrier is unable to accept all of the volume offered for shipment by Shipper (within the limitations of this tariff) such volume shall be deemed to be delivered for the purpose of meeting annual term requirements hereunder, provided that Shipper gives Carrier written notice within ten (10) days after the end of the specific month of the volume claimed.

In the event the average transit time for any Shipper's volume shipped under this provision in any calendar month exceeds forty-five (45) days, the Shipper will have the following options:

(1) Continue under Part IVA tariff rates and the volume incentive rates provision of this Item 117;

(2) Revert to Part IV tariff rates for subsequent months until such time as the average transit time for shipments made during such month from the origins to the destinations set forth in the Part I rates is reduced to forty-five (45) days or less, assuming the Shipper's minimum monthly volumes are included in such deliveries; or

(3) If (2) above is elected, to extend the term by the number of months the Shipper remains under Part IV rates, or reduce the annual minimum volume by one-twelfth (1/12) for each month the Shipper remains under Part IV rates.

Item No. 120 TAX REGISTRATION

Shipper represents to Carrier that Shipper and any consignee holds valid proof of registration with or tax exemption from the appropriate Federal and or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies or assessments and will furnish such proof upon request. In any event, Shipper will be responsible to reimburse Carrier for any such taxes, levies or assessments, plus the cost of collection and related expenses, if they should be imposed against Carrier with respect to any Shipment of Shipper.

Item No. 125 ROUTING

The rates herein apply only via the routes specified in this Tariff or supplements thereto.

[C] ~~TABLE OF VOLUME INCENTIVE RATES~~			
~~PART I~~			
[C] All rates on this page are Cancelled.			
~~Rates in Cents per Barrel of 42 United States Gallons.~~			
~~APPLICATION OF RATES – See Item No. 110~~			
	~~POINTS OF ORIGIN~~		
~~DESTINATIONS~~	~~Port Neches (Jefferson County, Texas)~~	~~Port Arthur (Jefferson County, Texas)~~	~~Pasadena-Houston (Harris County, Texas)~~
~~State of Indiana, Marathon Griffith (Lake County)~~	**[C]** ~~242.6 (1)~~ **[C]** ~~244.6 (2)~~	**[C]** ~~238.6 (1)~~ **[C]** 240.6 (2)	**[C]** ~~238.6 (1)~~ **[C]** ~~240.6 (2)~~
~~State of Indiana, Hammond (Lake County)~~	**[C]** ~~244.8 (1)~~ **[C]** ~~246.8 (2)~~	**[C]** ~~240.8 (1)~~ **[C]** ~~242.8(2)~~	**[C]** ~~240.8 (1)~~ **[C]** ~~242.8(2)~~
~~Buckeye Chicago Complex (5)~~	**[C]** ~~244.8 (1)~~ **[C]** ~~246.8 (2)~~	**[C]** ~~240.8 (1)~~ **[C]** ~~242.8 (2)~~	**[C]** ~~240.8 (1)~~ **[C]** ~~242.8 (2)~~

TABLE OF JET FUEL VOLUME INCENTIVE RATES			
PART II			
[I] All rates on this page are Increased.			
Rates in Cents per Barrel of 42 United States Gallons.			
APPLICATION OF RATES – See Item No. 116			
DESTINATION	Port Neches (Jefferson County, Texas)	Port Arthur (Jefferson County, Texas)	Pasadena-Houston (Harris County, Texas)
STATE OF TEXAS Dallas-Fort Worth International Airport (Tarrant County)	+173.8	+169.8	+169.8

TABLE OF REGULAR RATES							
PART III							
[I] All rates on this page are Increased.							
Rates in Cents per Barrel of 42 United States Gallons.							
POINTS OF ORIGIN							
DESTINATIONS	Port Neches (Jefferson County, Texas)	Port Arthur (Jefferson County, Texas)	Mont Belvieu (Chambers County, Texas)	Pasadena, Houston (Harris County, Texas)	Galena Park (Harris County, Texas (3))	Tulsa (Tulsa County, Oklahoma)	Wood River (Madison County, Illinois)
STATE OF TEXAS							
Houston	+74.2	+70.2	+70.2	+70.2	+46.8		
North Houston (Harris County)	+74.2 (9)	+70.2 (9)	+70.2 (9)	+70.2 (10)			
Hearne (Robertson County, Texas)	+164.7 (9)	+160.7 (9)	+160.7 (9)	+160.7 (10)			
Bryan (Brazos County, Texas)	+164.7 (9)	+160.7 (9)	+160.7 (9)	+160.7 (10)			
Waco (McLennon County)	+164.7 (9)	+160.7 (9)	+160.7 (9)	+160.7 (10)			
Greenville (Hunt County)	+164.7	+160.7	+160.7	+160.7			
Irving (Dallas County)	+171.0	+167.0	+167.0	+167.0			
Grapevine (Tarrant County)	+171.0	+167.0	+167.0	+167.0			
Ft. Worth (Tarrant County)	+172.6	+168.6	+168.6	+168.6			
Dallas-Ft. Worth Inter-National Airport (Tarrant County)	+183.8	+179.8	+179.8	+179.8			
STATE OF OKLAHOMA							
Tulsa (Tulsa County)	215.9	211.9	211.9	211.9			
STATE OF MISSOURI							
St. Louis (St. Louis County)	234.5	230.5	230.5	230.5		156.1	+72.8
STATE OF ILLINOIS							
East St. Louis (St. Clair County)	234.5	230.5	230.5	230.5		156.1	+72.8
Wood River/Hartford (Madison County)Mainline Deliveries	232.3	228.3	228.3	228.3		153.9	
Wood River (Madison County) Local Deliveries	233.4	229.4	229.4	229.4		155.0	+72.8
STATE OF INDIANA							
Marathon Griffith (Lake County)	251.0	247.0	247.0	247.0		165.0	90.1
Hammond (Lake County)	253.3	249.3	249.3	249.3		166.2	92.4
Buckeye Chicago Complex (5)	253.3	249.3	249.3	249.3		166.2	92.4

TABLE OF DISCOUNT RATES				
PART IIIA				
[I] All rates on this page are Increased.				
Rates in Cents per Barrel of 42 United States Gallons.				
APPLICATION OF RATES – see Item No. 114				
POINTS OF ORIGIN				
DESTINATIONS	Port Neches (Jefferson County, Texas)	Port Arthur (Jefferson County, Texas)	Mont Belvieu (Chambers County, Texas)	Pasadena, Houston (Harris County, Texas)
STATE OF TEXAS				
Hearne (Robertson County, Texas)	+162.7 (9)	+158.7 (9)	+158.7 (9)	+158.7 (10)
Bryan (Brazos County, Texas)	+162.7 (9)	+158.7 (9)	+158.7 (9)	+158.7 10)
Waco (McLennon County)	+162.7 (9)	+158.7 (9)	+158.7 (9)	+158.7 (10)
Greenville (Hunt County)	+162.7	+158.7	+158.7	+158.7
Irving (Dallas County)	+169.0	+165.0	+165.0	+165.0
Grapevine (Tarrant County)	+169.0	+165.0	+165.0	+165.0
Ft. Worth (Tarrant County)	+170.6	+166.6	+166.6	+166.6
Dallas-Ft. Worth Inter-national Airport (Tarrant County)	+181.8	+177.8	+177.8	+177.8
STATE OF OKLAHOMA				
Tulsa (Tulsa County)	212.9	208.9	208.9	208.9
STATE OF MISSOURI				
St. Louis (St. Louis County)	230.5	226.5	226.5	226.5
STATE OF ILLINOIS				
East St. Louis (St. Clair County)	230.5	226.5	226.5	226.5
Wood River/Hartford (Madison County) Mainline Deliveries	228.3	224.3	224.3	224.3
Wood River (Madison County) Local Deliveries	229.4	225.4	225.4	225.4
STATE OF INDIANA				
Marathon Griffith (Lake County)	246.0	242.0	242.0	242.0
Hammond (Lake County)	248.3	244.3	244.3	244.3
Buckeye Chicago Complex (5)	248.3	244.3	244.3	244.3

TABLE OF SPECIALTY PRODUCT RATES						
PART IV						
[I] All rates on this page are Increased.						
Rates in Cents per Barrel of 42 United States Gallons.						
APPLICATION OF RATES – See Item No. 112						
POINTS OF ORIGIN						
DESTINATIONS	Port Arthur (Jefferson County, Texas)	Mont Belvieu (Chambers County, Texas)	Pasadena, Houston (Harris County, Texas)	Galena Park (Harris County, Texas(3))	Tulsa (Tulsa County, Oklahoma)	Wood River (Madison County, Illinois)
STATE OF TEXAS						
Houston	+75.8	+75.8	+75.8	+50.6		
North Houston (Harris County)	+75.8 (9)	+75.8 (9)	+75.8 (10)			
Hearne (Robertson County, Texas)	+173.6 (9)	+173.6 (9)	+173.6 (10)			
Bryan (Brazos County, Texas)	+173.6 (9)	+173.6 (9)	+173.6 (10)			
Waco (McLennon County)	+173.6 (9)	+173.6 (9)	+173.6 (10)			
Greenville (Hunt County)	+173.6	+173.6	+173.6			
Irving (Dallas County)	+180.4	+180.4	+180.4			
Grapevine (Tarrant County)	+180.4	+180.4	+180.4			
Ft. Worth (Tarrant County)	+182.1	+182.1	+182.1			
Dallas-Ft. Worth Int'l Airport (Tarrant County)	+194.2	+194.2	+194.2			
STATE OF OKLAHOMA						
Tulsa (Tulsa County)	228.9	228.9	228.9			
STATE OF MISSOURI						
St. Louis (St. Louis County)	249.0	249.0	249.0		168.6	78.6
STATE OF ILLINOIS						
East St. Louis (St. Clair County)	249.0	249.0	249.0		168.6	+78.6
Wood River/Hartford (Madison County) Mainline deliveries	246.6	246.6	246.6		166.2	
Wood River (Madison County) Local Deliveries	247.8	247.8	247.8		167.4	+78.6
Irwin/Cochin Terminal (Kankakee County)	266.8	266.8	266.8		178.2	+97.3
Manhattan/Southern Lights Terminal (Will County)	341.8	341.8	341.8		254.5	+174.8
STATE OF INDIANA						
Marathon Griffith (Lake County)	266.8	266.8	266.8		178.2	97.3
Hammond (Lake County)	269.3	269.3	269.3		179.5	99.8
Buckeye Chicago Complex (5)	269.3	269.3	269.3		179.5	99.8

TABLE OF DILUENT VOLUME INCENTIVE RATES			
PART IVA			
[I] All rates on this page are Increased.			
Rates in Cents per Barrel of 42 United States Gallons.			
APPLICATION OF RATES – See Item No. 117			
POINTS OF ORIGIN			
DESTINATION	Port Arthur (Jefferson County, Texas)	Mont Belvieu (Chambers County, Texas)	Pasadena, Houston (Harris County, Texas)
STATE OF ILLINOIS Irwin/Cochin Terminal (Kankakee County)	216.8 (6) 251.8 (7) 242.2 (8)	216.8 (6) 251.8 (7) 242.2 (8)	216.8 (6) 251.8 (7) 242.2 (8)
Manhattan/Southern Lights Terminal (Will County)	291.8 (6) 326.8 (7)	291.8 (6) 326.8 (7)	291.8 (6) 326.8 (7)

TABLE OF BID RATES [W] ~~June~~ July, 2017				
PART V				
Bid Capacity Summary.				
Rates in Cents per Barrel of 42 United States Gallons.				
APPLICATION OF RATES – See Item No. 113				
Mainline Segment	**Volumes Bid** (BBLS/MO)	**Range of Bids** (CENTS/BBL)	**Market Clearing Rate*** (CENTS/BBL)	**Bid Capacity**** (BBLS/MO)
Southern Segment	**[D]** 0	**[U]** 0.0 –**[D]** 0.0	**[D]** 0.0	**[U]** 1,200,000
Northern Segment	**[D]** 325,000	**[I]** 20.0 –**[U]** 120.0	**[I]** 20.0	**[U]** 600,000

*The Market Clearing Rate must be added to the applicable Regular Rate (Part III) or Specialty Product Rate (Part IV) to get the total rate.

**Bid Capacity will be provided in Carriers Request for Nomination. Northern Segment Bid Capacity is included in Southern Segment Bid Capacity.

EXPLANATION OF ABBREVIATIONS

F.E.R.C.	Federal Energy Regulatory Commission
No.	Number

EXPLANATION OF REFERENCE MARKS

(1) **[C]** ~~Volume Incentive rates for a minimum of 15 million barrels annually committed to in writing.~~

(2) **[C]** ~~Volume Incentive rates for a minimum of 10 million barrels annually committed to in writing.~~

(3) Shipments to be scheduled compatible with Carrier's operations. Shipper must have tankage and other necessary facilities at Carrier's Houston Station.

(5) Buckeye Chicago Complex consists of the following locations: East Chicago, Lake County, Indiana; Hartsdale, Lake County, Indiana; Lake George, Lake County, Indiana.

(6) Diluent Volume Incentive rates for a minimum of 22 million barrels annually committed for ten (10) years to Irwin/Cochin Terminal and Manhattan/Southern Lights Terminal, Illinois.

(7) Diluent Volume Incentive rates for a minimum of 4.3 million barrels annually committed for five (5) years to Irwin/Cochin Terminal and Manhattan/Southern Lights Terminal, Illinois.

(8) Diluent Volume Incentive rates for a minimum of 3.6 million barrels annually committed for five (5) years to Irwin/Cochin Terminal.

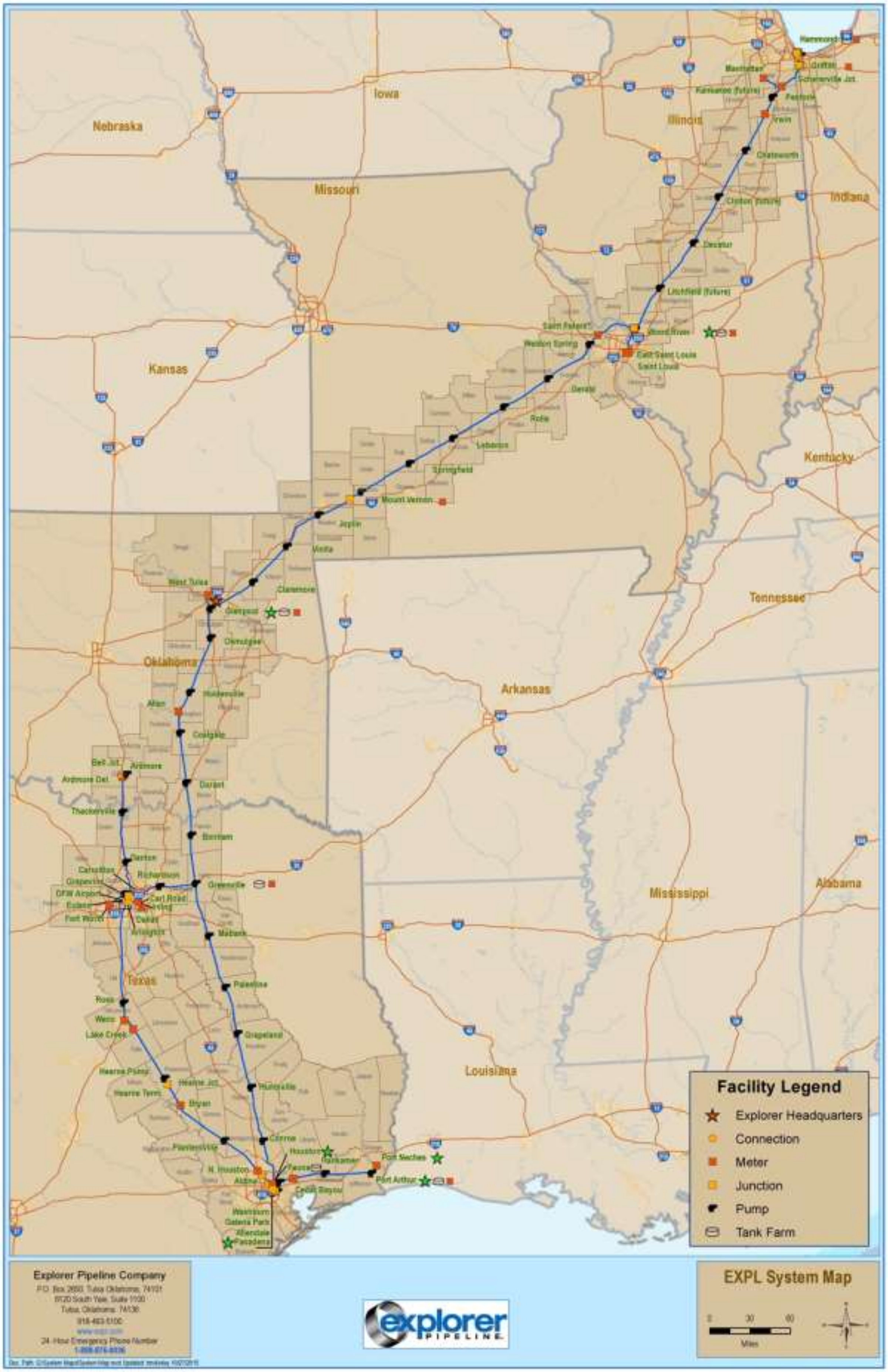
(9) Movements along this route are limited to the following products: TxLED, ULSD, RBOB or CBOB.

(10) Movements along this route are limited to the following products: TxLED; ULSD, RBOB, CBOB or PBOB.

[C] Cancelled.
[D] Decreased.
[I] Increased.
[U] Unchanged.
[W] Wording.

\+ Intrastate application only.

Petroleum products will be transported through Carrier's facilities only as provided in these rules and regulations at the rates set forth in this tariff and successive issues thereof. For definition of carrier cycles see Item No. 5.


Nebraska
Iowa
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