

**VALERO MKS LOGISTICS, L.L.C.**  
**LOCAL PIPELINE TARIFF**

Containing the Rates, Rules and Regulations Governing  
The Interstate Transportation by Pipeline of  
**PETROLEUM PRODUCTS**

**[I] All rates in this issue are increased.**

From	To	Rate in Dollars Per Barrel of 42 United States Gallons	
		Rate for all Volumes from 0 to 43,300 barrels per day	Rate for all Volumes at or above 43,301 barrels per day
Valero Memphis Refinery, Shelby County, Tennessee	Valero West Memphis Terminal, Crittenden County, Arkansas	<b>[I]\$0.1638</b>	<b>[I]\$0.1337</b>
Valero Memphis Refinery, Shelby County, Tennessee	ExxonMobil Memphis Terminal, Shelby County, Tennessee		
Valero West Memphis Terminal, Crittenden County, Arkansas	ExxonMobil Memphis Terminal, Shelby County, Tennessee		

Issued under authority of 18 C.F.R § 342.**[N]** 3 (Indexing) **[C]** 4(c) (~~Settlement Rates~~).

**[N]** Issued on less than thirty (30) days' notice, under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted pending a 30 day review period.

Subject to the Rules and Regulations shown Items 1 through 15.

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

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## **RULES AND REGULATIONS**

The Company will undertake the interstate transportation of petroleum products only, receiving and delivering such petroleum products through its own pipe lines, and not otherwise, subject to the following regulations:

### **1. "PETROLEUM PRODUCTS", "BARREL " AND "COMPANY" DEFINED**

"Petroleum Products" as used herein means gasoline, liquefied petroleum gas, kerosene, diesel fuel, jet fuel, and fuel oil distillates.

"Barrel" as used herein means a barrel of forty-two (42) gallons, United States measurement.

"Company" as used herein means Valero MKS Logistics, L.L.C.

### **2. SPECIFICATIONS REQUIRED**

Petroleum products will be received for transportation only at such time as petroleum products of the same quality and specifications are being transported from the receiving point. Petroleum products, before tender, shall be dehydrated sufficiently to prevent deposition of free water in the pipe line, and shall be free of suspended aqueous chemical solutions and solid matter in suspension.

### **3. STORAGE**

The Company does not have facilities for rendering, nor does it offer any storage service. The shipper or consignee must provide facilities for receiving the petroleum products at destination.

### **4. MINIMUM TENDER**

Petroleum products of the required specifications may be tendered for transportation in quantities of not less than twenty thousand (20,000) barrels.

### **5. 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 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.

### **6. MEASURING, TESTING, AND DEDUCTIONS**

Petroleum products tendered to the Company for transportation shall be tested, gauged or metered by a representative of the Company prior to receipt from the shipper, but the shipper shall have the privilege of being present or represented during such testing, gauging or metering. Petroleum products will be received and delivered on the basis of volume corrections for temperature from observed temperatures to 60° Fahrenheit. Full deduction will be made for all water and other impurities.

**7. MIXING IN TRANSIT**

Petroleum products will be accepted for transportation only on condition that they shall be subject to such changes in gravity, quality, specifications, or characteristics, while in transit as may result from the mixture with other petroleum products, and the Company shall be under no obligation to make delivery of the identical petroleum products received, but may make delivery out of its common stock.

**8. DESTINATION FACILITIES REQUIRED**

The Company may refuse to accept petroleum products for transportation unless satisfactory evidence be furnished that the shipper or consignee has provided the necessary storage and other facilities for the prompt receiving of said petroleum products at destination.

**9. LIABILITY OF COMPANY**

The Company, while in possession of any of the petroleum products herein described, shall not be liable for any loss thereof, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts or default of the shipper or consignee, or from any other cause not due to the negligence of the Company, in case of losses from such causes, other than the negligence of the Company, losses shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time of the loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of the 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.

**10. DUTY OF COMPANY**

The Company shall not be required to transport petroleum products except with reasonable diligence, considering the quality of the petroleum products, the distance of transportation, and other material elements; but the Company may, at any time after receipt of a consignment of petroleum products, upon 24 hours' notice to the shipper or consignee tender petroleum products for delivery from its common stock at the point of destination at a rate not exceeding 10,000 barrels per day of 24 hours.

**11. PAYMENT OF TRANSPORTATION AND OTHER CHARGES**

The shipper or consignee shall pay the transportation and all other charges applicable to the shipment and, if required, shall prepay or guarantee the same before acceptance by the Company, or pay the same before delivery. The Company shall have a lien on all petroleum products in its possession belonging to the shipper to secure the payment of all unpaid transportation charges due by such shipper, and may withhold such petroleum products from delivery until all of such unpaid charges shall have been paid. If said charges shall remain unpaid five (5) days after the time which may be fixed for delivery as provided for in Item 10, or, in the absence of unpaid charges, when there shall be failure to take the petroleum products at the point of destination as provided in these rules and regulations, the Company

may, by an agent, sell said petroleum products at public auction for cash, making said sale on any day not a legal holiday and not less than forty-eight (48) hours after publication of notice in a daily newspaper in said city, of the time and place of such sale and the quantity of petroleum products to be sold. The Company may be a bidder and purchaser at such sale. Out of the proceeds of said sale the Company may pay itself all transportation and any other lawful charges, expense of notice, advertisement, sale and other necessary expense and of caring for and maintaining the petroleum products, and the balance shall be held for whomsoever may be lawfully entitled thereto.

**12. APPORTIONMENT WHEN TENDERS ARE IN EXCESS OF FACILITIES**

When there shall be tendered to Carrier for transportation greater quantities than can be immediately transported, the transportation shall be apportioned among all shippers 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. Carrier 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.

**13. NOTICE OF CLAIMS**

Notice of claims for loss, damage or delay in connection with shipments must be made to the Company in writing within nine (9) months after same shall have accrued, or, in case of failure to make delivery, within nine (9) months after a reasonable time for delivery shall have elapsed. Such claims, fully amplified, must be filed with the Company within nine (9) months thereafter, and unless so made and filed the Company shall be wholly released and discharged therefrom and shall not be liable therefor in any court of justice. And no suit at law or in equity shall be maintained upon any claim unless instituted within two (2) years and one (1) day after the cause of action accrued.

**14. PIPAGE OR OTHER CONTRACTS REQUIRED**

Separate pipage and other contracts in accord with this tariff and these regulations covering further details may be required by the Company before any duty for transportation shall arise.

**15. ABBREVIATIONS AND REFERENCE MARKS**

F.E.R.C.	Federal Energy Regulatory Commission
No.	Number
[C]	Cancel
[N]	New
[W]	Wording
[I]	Increase