

NOTICE REGARDING COMMON CARRIER SERVICES

Access to Station Piping Connecting Baton Rouge Terminal to Deepwater Docks

This Notice is issued pursuant to 30 U.S.C. § 185 to provide public notice that BR Port Services, LLC (“BRPS”) offers common carrier services on the facilities described below, subject to the terms and conditions provided herein. BRPS, a subsidiary of Genesis Energy L.P., owns a crude petroleum, intermediaries and refined products import/export terminal in Port Allen, Louisiana (the “Terminal”) located near the deepwater vessel docks owned by the Greater Baton Rouge Port Commission (the “Docks”). The Terminal includes 1) vacuum gas oil (“VGO”) station piping which interconnects BRPS’s ship and barge VGO unloading facilities at the Docks to VGO storage tanks at the Terminal (the “VGO Piping”), and 2) crude petroleum station piping which interconnects crude petroleum storage tanks at the Terminal to BRPS’s ship and barge crude petroleum loading facilities at the Docks (the “Crude Petroleum Piping” and, together with the VGO Piping, the “Terminal Piping”). It is the responsibility of the shipper to arrange for capacity upstream of the origin point and downstream of the destination point, including separate agreements with BRPS for terminalling services at the Terminal and loading and/or unloading services at the Docks (the “BRPS Facilities”).

Rates

VGO and crude petroleum accepted for transportation shall be subject to the rates in effect on the date of receipt by BRPS, irrespective of the date of the nomination. The initial rates for VGO and crude petroleum transportation services are set forth in the Table of Rates.

Quality Specifications for VGO

BRPS shall have no obligation to accept, transport, or deliver any commodity other than VGO that meets the quality specifications herein, and shipper shall not tender to BRPS VGO that does not meet such specifications; provided, however, that to the extent a TSA contains more restrictive and/or additional quality specifications than the specifications set forth below, the quality specifications in the TSA shall control. Except where BRPS determines, in its sole discretion, that accepting non-conforming VGO for transportation will not adversely affect its system operations, BRPS will not knowingly accept any VGO offered for transportation other than good and merchantable VGO of acceptable character which, when measured and tested by BRPS or BRPS’s representative at the origin point, meets all of the following specifications:

Gravity – API per ASTM D-4052	minimum	19°
Sulfur – wt% per ASTM D-4294	maximum	7.0
BS&W – vol%	maximum	1.0%

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Pour Point –per ASTM D-97	maximum	45°C / 113°F
Viscosity – cSt per ASTM D-445	maximum	65 cSt @ 50°C / 122°F 30 cSt @ 80°C/ 176°F
Reid vapor pressure per ASTM-323	maximum	11.0 psia @ 37°C / 100°F

In addition to the quality specifications listed above, BRPS reserves the right to reject VGO containing physical or chemical characteristics that may render such VGO not readily transportable by BRPS or that may otherwise cause disadvantage to BRPS. Further, BRPS shall reject VGO containing contaminants including, but not limited to, chemicals such as chlorinated and/or oxygenated hydrocarbons and/or heavy metals such as lead and/or vanadium or which, in BRPS’s reasonable opinion constitutes or may constitute a hazard to personnel or equipment or gives BRPS reasonable grounds of apprehension of loss or damage to any person, or other products or property. If, upon investigation, Carrier determines that a Shipper has delivered to Carrier’s facilities contaminated, non-conforming or hazardous VGO, such Shipper will be excluded from further entry into the VGO Piping until such time as the Quality Specifications and the other conditions specified above are met. Any liability associated with contaminated, non-conforming or hazardous VGO or disposal of any contaminated, non-conforming or hazardous VGO shall be borne by the responsible Shipper.

Quality Specifications for Crude Petroleum

BRPS shall have no obligation to accept, transport, or deliver any commodity other than crude petroleum that meets the quality specifications herein, and shipper shall not tender to BRPS crude petroleum that does not meet such specifications; provided, however, that to the extent a TSA contains more restrictive and/or additional quality specifications than the specifications set forth below, the quality specifications in the TSA shall control. Except where BRPS determines, in its sole discretion, that accepting non-conforming crude petroleum for transportation will not adversely affect its system operations, BRPS will not knowingly accept any crude petroleum offered for transportation other than good and merchantable crude petroleum of acceptable character which, when measured and tested by BRPS or BRPS’s representative at the receipt point, meets all of the following specifications:

Gravity – API per ASTM D-4052	minimum	17°
Sulfur – wt% per ASTM D-4294	maximum	7.0
BS&W – vol%	maximum	1.0

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Pour Point – per ASTM D-97	maximum	-7°C / 20°F
Viscosity – cSt per ASTM D-445	maximum	500 cSt @ 25°C / 77°F 250 cSt @ 40°C / 104°F
Reid vapor pressure per ASTM-323	maximum	11.0 psia @ 37°C / 100°F

In addition to the quality specifications, BRPS reserves the right to reject product containing physical or chemical characteristics that may render such crude petroleum not readily transportable by BRPS or that may otherwise cause disadvantage to BRPS. Further, BRPS shall reject crude petroleum containing contaminants including, but not limited to, chemicals such as chlorinated and/or oxygenated hydrocarbons and/or heavy metals such as lead and/or vanadium or which, in BRPS’s reasonable opinion constitutes or may constitute a hazard to personnel or equipment or gives BRPS reasonable grounds of apprehension of loss or damage to any person, or other products or property. If, upon investigation, Carrier determines that a Shipper has delivered to Carrier’s facilities contaminated, non-conforming or hazardous crude petroleum, such Shipper will be excluded from further entry into the Crude Petroleum Piping until such time as the Quality Specifications and the other conditions specified above are met. Any liability associated with contaminated, non-conforming or hazardous crude petroleum or disposal of any contaminated, non-conforming or hazardous crude petroleum shall be borne by the responsible Shipper.

Loss Allowance

A loss allowance equaling the total volume received at the origin point multiplied by 0.05% shall apply. All shipments of product with API gravity of 50° or above shall be subject to an additional deduction to cover shrinkage. Additional deductions relating to the BRPS Facilities shall also apply.

Financial Assurances

BRPS may at any time and from time to time request, and shipper shall provide promptly if BRPS so requests, financial security for the payment of charges to be paid by shipper to BRPS for transportation service (“Financial Assurances”). If requested by BRPS, shipper’s Financial Assurances must be provided to BRPS prior to BRPS accepting shipper’s initial Nomination for transportation of VGO and/or crude petroleum. BRPS shall thereafter have the option to refuse nominations, in whole or in part, from shipper, and to suspend further receipts and deliveries, until adequate Financial Assurances are provided. Shipper shall provide notice of any change in its financial situation that would adversely affect shipper’s ability to pay BRPS for transportation service hereunder.

The Financial Assurances that BRPS may request from shipper shall include, but shall not be limited to, the following:

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1. Prepayment of the charges applicable to such volumes nominated by shipper; or
2. An irrevocable letter of credit or other equivalent financial guarantees satisfactory to BRPS, which shall remain in effect until payment in full for all service has been received by BRPS, at which time BRPS shall, upon request, return and/or cancel such letter of credit or equivalent financial guarantee forthwith. The following must be acceptable to BRPS: (i) the terms of any letter of credit; (ii) the adequacy of any equivalent financial guarantees; and (iii) the identity of the issuing institution of any letter of credit or equivalent financial guarantee.

Other

In addition to the items identified above, transportation on the Terminal Piping is subject to the execution of a transportation service agreement which, among other things, will address operating provisions, payment, line-fill, testing and capacity allocation.

Parties interested in transporting VGO on the VGO Piping, or crude petroleum on the Crude Petroleum Piping, or utilizing the BRPS Facilities should contact the Head of Business Development at 713-860-2500. Potential shippers must meet the minimum requirements listed herein to be eligible for service on the Terminal Piping.

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Table of Rates

Rates in Dollars per Barrel, Payable in United States Currency

VGO Transportation Rate

Origin	Destination	Rate
Docks	Terminal	\$0.01

Crude Petroleum Transportation Rate

Origin	Destination	Rate
Terminal	Docks	\$0.01