

GENESIS PIPELINE USA, L.P.

LOCAL TARIFF

**CONTAINING
RULES AND REGULATIONS
GOVERNING
THE GATHERING
AND
TRANSPORTATION
OF
CRUDE PETROLEUM
BY
PIPE LINE**

GENERAL APPLICATION

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

The rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

[C] ~~This tariff is issued on 14 days' notice under authority of 18 CFR 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.~~

[N] This is an electronic baseline tariff filed in compliance with the requirements of the Commission's Final Rule on Electronic Tariff Filings Order No. 714, 124 FERC ¶ 61,270 (2008).

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TABLE OF CONTENTS

SUBJECT	Item No.	Page No.
Application of Rates.....	35	4
Application of Rates From and To Intermediate Points.....	70	5
Apportionment When Nominations are in Excess of Facilities.....	30	4
Apportionment When Nominations are in Excess of Facilities.....	31	4
Claims, Suits and Time for Filing.....	60	5
Common Stream Petroleum, Connecting Carriers.....	95	6
Crude Petroleum Involved in Litigation.....	50	5
Deductions and Quantities Deliverable.....	80	6
Definitions.....	5	3
Destination Facilities.....	45	5
Evidence of Receipts and Deliveries.....	85	6
Gauging and Testing.....	75	5
Indirect Petroleum Products, Shipments of.....	10	3
Intrasystem Change in Ownership.....	91	6
Legality of Shipment.....	15	3
Liability of Carrier.....	40	5
Line Fill and Tank Bottom Inventory.....	21	4
Minimum Nominations.....	25	4
Notice of Arrival, Delivery at Destination.....	46	5
Payment of Transportation and Other Charges.....	55	5
Pumping Service.....	65	5
Quality of Shipments.....	15	3
Specifications as to Quality and Legality of Shipments.....	15	3
Time for Submitting Nominations.....	16	4
Unloading Charges, Trucks.....	90	6

SECTION I**RULES AND REGULATIONS****Item No. 5 DEFINITIONS:**

"A.P.I Gravity", as used herein, means gravity determined in accordance with American Society for Testing Materials Designation D-287.

"Barrel", as used herein, means 42 United States gallons of Crude Petroleum at a temperature of sixty degrees Fahrenheit (60° F).

"Carrier", as used herein, means Genesis Pipeline USA, L.P.

"Crude Petroleum", as used herein, means the direct product of oil wells, indirect petroleum products resulting either from refining crude petroleum or from the operation of gasoline recovery plants, gas recycling plants or distillate recovery equipment in gas and distillate fields, or a mixture of the direct product and indirect petroleum products.

"Nomination," as used herein, means a written designation by a Shipper to the Carrier of an approximate quantity of crude petroleum for transportation from a specified origin point(s) to a specified destination point(s) over a period of one operating month in accordance with these rules and regulations.

"Operating Month," as used herein, for a Shipper or Transferor means any calendar month in which the Carrier either transports crude petroleum or recognizes and records a change in ownership of crude petroleum for the account of such party. For purposes hereof the calendar month shall be deemed to begin at 7:00 a.m. (Central Time) on the first day of such month.

"Shipper," as used herein, means the party who contracts with the Carrier for the transportation of crude petroleum subject to and in accordance with these rules and regulations subject to the rate on the applicable tariff.

"Tender," as used herein, means an offer by a Shipper to the Carrier of an approximate quantity of crude petroleum for transportation from a specified origin point(s) to a specified destination point(s).

"Transferor," as used herein, means the party who requests the Carrier to recognize and record a change in ownership of crude petroleum from its account to a designated Transferee's account.

Item No. 10. SHIPMENT OF INDIRECT PETROLEUM PRODUCTS: Indirect petroleum products will be accepted for gathering and/or transportation only on condition that they have been mixed with direct products of oil wells, or on condition that they can be mixed with direct products of oil wells in the tanks or lines of Carrier at the point offered, and provided that both the indirect products and the direct oil well products with which they are so mixed are owned by the same shipper and are consigned to the same destination. Carrier reserves the right to require that all deliveries of indirect petroleum products with a vapor pressure in excess of atmospheric pressure be made from pressurized tanks. The shipper shall provide arrangements whereby such tanks shall be kept under constant pressure during the time liquid is being run from said tanks by charging, from an external source, the vapor space of the tanks with vapors of the same indirect petroleum being run.

Item No. 15. SPECIFICATIONS AS TO QUALITY AND LEGALITY OF SHIPMENTS: Crude petroleum may be subject to changes in gravity or quality resulting from the mixture of indirect petroleum products with the direct products of oil wells in the tanks and lines of Carrier as provided in Item No. 10 herein. Carrier will accept for transportation crude petroleum which can be commingled or intermixed and will be under no obligation to deliver the identical crude oil received and reserves the right to make deliveries out of its common stock.

Carrier reserves the right to reject all tenders of crude petroleum when in Carrier's sole determination:

- A. Crude petroleum having a vapor pressure in excess of ten (10) pounds absolute at a temperature of one hundred degrees Fahrenheit (100 deg. F) and/or an A.P.I. gravity in excess of 120.9 degrees.
- B. Crude petroleum containing basic sediment, water or other impurities totaling in excess of one percent (1%) from Louisiana and Mississippi points and one half of one percent (1/2%) from other points as determined by centrifugal tests, or by such other tests as may be agreed upon by Shipper and Carrier. Carrier may require use of a monitor which rejects oil containing in excess of these percentages.
- C. Crude petroleum where the Shipper or Consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regulating shipments of crude petroleum.

ITEM NO. 15 (Cont.)

- D. Crude petroleum having a temperature in excess of 120° Fahrenheit.
E. Crude petroleum having elemental sulfur in excess of 0.35 percent (%) by weight.

Crude petroleum delivered to Carrier's facilities which does not meet these specifications shall be considered contaminated. If upon investigation Carrier determines that a Shipper has delivered to facilities contaminated crude petroleum, such Shipper will be excluded from further entry into the applicable segments of the System until such time as quality specifications are met. Further, Carrier reserves the right to dispose of any contaminated crude petroleum blocking its System, provided such crude petroleum is not removed by the Shipper having title thereto upon reasonable notice to it by Carrier. Disposal thereof may be made by public sale if necessary. Any expenses incurred by the Carrier in making such arrangement, shall be borne by the Shipper or Consignee.

Item No. 16. TIME FOR SUBMITTING NOMINATIONS: The Carrier is under no obligation to accept a tender of crude petroleum for shipment for any operating month unless the shipper submits its nominations to Carrier on or before the 25th day of the preceding calendar month.

Crude petroleum tendered for shipment through the lines of the Carrier will be received when nominations from the Shipper show the point at which the crude petroleum is to be received, point of delivery, consignee, and amount of crude petroleum to be transported. Carrier may refuse to accept crude petroleum for transportation unless satisfactory evidence is furnished that the Shipper or Consignee has made provisions for prompt receipt thereof at destination.

Item No. 21. LINE FILL AND TANK BOTTOM INVENTORY: Either prior to or after the acceptance of Petroleum for transportation through the System, Carrier may, upon reasonable notice, require each Shipper to provide a pro rata part of the Volume of Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the System. Petroleum provided by a Shipper for this purpose may be withdrawn from the System only with the prior approval of Carrier or after reasonable notice of such Shipper's intention to discontinue shipment in the System pursuant to Carrier's applicable tariff or tariffs.

Item No. 25. MINIMUM NOMINATIONS: Crude petroleum nominated for gathering and/or transportation will be received into the pipelines of Carrier if a minimum aggregate quantity of ten thousand (10,000) barrels are consigned to the same destination, and is available from all shippers at the point of reception and is either immediately available for transportation or will be available within a reasonable time during the operating month.

Item No. 30. APPORTIONMENT WHEN NOMINATIONS ARE IN EXCESS OF FACILITIES: This item is hereby cancelled. See Item No. 31 below for apportionment when nominations are in excess of facilities.

Item No. 31. APPORTIONMENT WHEN NOMINATIONS ARE IN EXCESS OF FACILITIES:

(a) When there shall be nominated to Carrier, for transportation, more Crude Petroleum than can be immediately gathered and/or transported on a line segment, the transportation furnished by Carrier shall be apportioned among all Shippers on an equitable basis. Line segments will be prorated separately if necessary.

(b) Space in each segment will be allocated among "Regular Shippers" and any "New Shippers" as follows:

1. The capacity of the line segment being prorated shall be divided by the total of all volumes nominated by Regular Shippers and New Shippers. The resultant fraction will be the "proration factor".
2. Each New Shipper shall be allocated space equal to its nominated volumes multiplied by the proration factor, except that in any month for which Carrier is allocating capacity on a System, the capacity allocated to a Regular Shipper shall not be reduced by more than 10 percent of the Regular Shipper's base period shipments.
3. The remaining capacity shall be allocated among Regular Shippers in proportion to their base period shipments.

(c) The "base period" is a period of 12 months beginning 13 months prior to the month of allocation and excluding the month preceding the month of allocation. A "Regular Shipper" is any Shipper having a record of movements in the line segment being prorated, during the base period. A "New Shipper" is a Shipper who is not a Regular Shipper". In no event will any portion of allocated capacity to a New Shipper be used in such a manner that it will increase the allocated capacity of another Shipper beyond the allocated capacity that Shipper is entitled to under the provisions stated in this Item No. 30. Carrier may require written assurances from responsible officials of Shippers regarding use of allocated capacity stating that this requirement has not been violated. In the event any New Shipper shall, by any device, scheme or arrangement whatsoever, make its allocated capacity available to another Shipper, or in the event any Shipper shall receive and use any allocated capacity from a New Shipper, then in the month following discovery of such violation, the allocated capacity of a New Shipper will be reduced to the extent of the excess capacity made available and the allocated capacity of a Shipper will be reduced to the extent of excess capacity used.

(d) No Nominations shall be considered beyond the amount that the nominating party has readily accessible for shipment. If a Shipper is unable to tender Crude Petroleum equal to the space allocated to it, Carrier will reduce that Shipper's volumes for the succeeding month by the amount of allocated throughput not utilized during the preceding month if apportionment is necessary.

Item No. 35. APPLICATION OF RATES: Crude petroleum accepted for gathering and/or transportation shall be subject to the rates in effect on the date of receipt by Carrier, irrespective of the date of the nomination.

Item No. 40. LIABILITY OF CARRIER: Carrier in possession of crude petroleum herein described, shall not be liable for any loss thereof; damage thereto; or delay caused by fire, storm, flood, epidemics, Act of God, riots, strikes, insurrection, rebellion, war, act of the public enemy, quarantine, the authority of law, requisition or necessary of the Government of the United States in time of war or default of Shipper or Owner or from any other cause not due to the negligence of the Carrier. In case of loss of any crude petroleum from any such causes, after it has been received for gathering and/or transportation and before the same has been delivered to Consignee, Shipper shall stand a loss in such proportion as the amount of his shipment, already delivered to Carrier, bears to all of the crude petroleum then in the custody of Carrier, for shipment via the lines or other facilities in which the loss or damage occurs, and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of his due proportion of such loss, but in such event Shipper shall be required to pay charges only upon the quantity delivered.

Item No. 45. DESTINATION FACILITIES: Carrier will accept crude petroleum for gathering and/or transportation only when the Shipper or Consignee has provided the necessary facilities for receiving the shipment as it arrives at destination.

Item No. 46. NOTICE OF ARRIVAL, DELIVERY AT DESTINATION: After a shipment has had time to arrive at destination, and on 24 hours notice to Consignee, Carrier may begin delivery of such shipment from its common stock to Consignee at Carrier's current rate of pumping. If Shipper or Consignee is unable or refuses to receive said shipment, a demurrage charge of [U] two and five-tenths cents (2.5 cents) per barrel per 24 hours shall accrue from the time said notice expires, on that part of such shipment which is not received by consignee. Carrier reserves the right, if deemed necessary to clear its pipeline system, make whatever arrangements for disposition of the shipment that are appropriate which includes selling the shipment to the first available purchaser at the best price obtainable. Any expenses incurred by the Carrier in making such arrangements shall be borne by the Shipper or Consignee, in addition to any demurrage charges.

Item No. 50. CRUDE PETROLEUM INVOLVED IN LITIGATION: Crude petroleum which is in any way involved in litigation, or which is encumbered by a lien or charge of any kind, will not be accepted for shipment, unless and until the Shipper or Consignee shall furnish a bond or other form of indemnity satisfactory to Carrier, protecting it against any liability or loss arising as a result of such litigation, lien or charge.

Item No. 55. PAYMENT OF TRANSPORTATION AND OTHER CHARGES: The Shipper or Consignee shall pay all applicable gathering, transportation, and all other lawful charges accruing on petroleum delivered to and accepted by Carrier for shipment, and if required, shall prepay or guarantee the same before acceptance by the Carrier, or pay the same before delivery. Carrier shall have a lien on all petroleum in its possession belonging to Shipper or Consignee to secure the payment of any and all unpaid gathering, transportation, or any lawful charges that are due Carrier that are unpaid by Shipper or Consignees, and may withhold such petroleum from delivery until all unpaid charges have been paid.

If any charge remains unpaid after the due date of Carrier's invoice, then such amount due shall bear interest from the date of the invoice until paid, calculating at an annual rate equivalent to 125% of the prime rate of interest, as of the date of Carrier's invoice, charged by the Citibank N.A. of New York, New York, for ninety (90) day loans made to substantial and responsible commercial borrowers or the maximum rate allowed by law, whichever is the lesser. If the invoice is not paid within thirty (30) days from the date of invoice, Carrier shall have the right, either directly or through an agent, at any time after such thirty (30) day period to sell any petroleum of such shipper in its custody at public auction, on any day not a legal holiday, not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city, or general area where the sale is to be held, stating the time and place of sale and the quantity and location of the petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. The proceeds of disposition shall be applied in the following order: (A) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (B) To the satisfaction of the indebtedness secured hereby including interest herein provided from date of invoice to date of sale. The balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

Item No. 60. CLAIMS, SUITS AND TIME FOR FILING: As a condition precedent to recovery, claims must be filed in writing with Carrier within nine months after delivery of shipment, or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against Carrier only within two years and one day from the day when notice in writing is given by Carrier to the Claimant that 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 shall not be liable and such claims will not be paid.

Item No. 65. PUMPING SERVICES: For loading aboard tank cars or delivery to Shipper's or Consignee's tanks where the receiving station has to perform additional pumping service, an additional charge of [U] ten cents (10.0¢) per barrel will be made.

Item No. 70. APPLICATIONS OF RATES FROM AND TO INTERMEDIATE POINTS: For shipments accepted for transportation from any point not named in tariffs making reference hereto which is intermediate to a point from which rates are published in said tariffs, through such unnamed point, the rate published therein from the next more distant point specified in the tariff will apply from such unnamed point, and the gathering charge at the next more distant point shall apply when gathering service is performed. For shipments accepted for transportation to any point not named in tariffs making reference hereto which is intermediate to a point to which rates are published in said tariffs, through such unnamed point, the rate published therein to the next more distant point specified in the tariff will apply.

Item No. 75. GAUGING AND TESTING: Crude petroleum nominated to Carrier for gathering and/or transportation shall be gauged and tested by a representative of Carrier prior to its receipt from the Shipper, but the Shipper shall have the privilege of being present or represented at the gauging and testing. Quantities shall be computed from the tank tables on a 100 percent volume basis, or, when agreed upon, quantities may be measured through meters. All shipments of required specifications will be received and delivered with volume corrected as to temperature from observed degrees Fahrenheit to 60 degrees Fahrenheit. A centrifuge machine, or other methods agreed upon, shall be used for ascertaining the percentage of basic sediment, water or other impurities in the shipment and the full amount of basic sediment, water and other impurities, thus determined, shall be deducted from the corrected volume.

Item No. 80. DEDUCTIONS AND QUANTITIES DELIVERABLE:

A. All shipments of crude petroleum of 50 degrees or above shall be subject to a deduction to cover the shrinkage resulting from the mixture thereof, in the facilities of Carrier, with crude petroleum of API gravity of 49.9 degrees or less according to the following table:

A.P.I. GRAVITY			% DEDUCTION
50°	Through	59.9°	1%
60°	Through	74.9°	2%
75°	Through	84.9°	3%
85°	Through	94.9°	4%
95°	Through	104.9°	5%
105°	Through	120.9°	6%

B. The quantity deliverable by Carrier shall be the net corrected volume, as outlined in Item No. 75, less two tenths of one percent (0.2%) for losses during transportation and less the applicable deduction for shrinkage. Transportation charges will be assessed on the net balance thus reduced. When gathering service is performed by Carrier, gathering charges will be assessed on the net corrected volume thus computed, with no deduction being made for shrinkage.

Item No. 85. EVIDENCE OF RECEIPTS AND DELIVERIES: Crude petroleum received from the Shipper and crude petroleum delivered to the Consignee shall, in each instance, be evidenced by tickets, showing opening and closing tank gauges or meter readings, as applicable, temperature, basic sediment and water, and any other data essential to the determination of quantity. Such tickets shall be jointly signed by representatives of Carrier and the Shipper or Consignee, as appropriate, and shall constitute full receipt for: (a) The crude petroleum received; and, (b) Crude petroleum delivered.

Item No. 90. UNLOADING CHARGES: A. All shipments unloaded from tank trucks into trunk line facilities of Carrier will be subject to a charge of [U] nine cents (9.0¢) per barrel. All shipments unloaded from tank trucks into gathering facilities of Carrier will be subject to the applicable gathering charge for said gathering facility. B. Such charges will be in addition to all other transportation charges.

Item No. 91. INTRASYSTEM CHANGE IN OWNERSHIP: Notice of change in ownership of crude petroleum will be recognized and recorded only where such crude petroleum entered the Carrier's System and only on a monthly basis. Statements denoting ownership transactions will be provided to the applicable Transferors and Transferees. The Carrier will not provide any information as to the quality of the crude petroleum subject to changes in ownership except for gravity on current receipts when requested. A Transferor will be permitted to make only one transfer at a location per month. The Transferee will thence become the Shipper and pay all tariff charges from the transfer location.

The Carrier shall not be obligated to recognize and record changes in ownership of crude petroleum during any operating month unless the Transferor and Transferee requesting the Carrier to recognize and record the change in ownership shall, each, on or before the 25th day of the preceding calendar month provide written notice to the Carrier containing like data relative to the kind, quantity, source, location, Transferor and Transferee of the crude petroleum. The Carrier shall not be obligated to accept any modification in said notice unless confirmed in writing by the Transferor and Transferee on or before the last day of the calendar month preceding the operating month.

When the quantity of the crude petroleum received during the operating month is not equivalent to the quantity of the crude petroleum subject to the notice of change in ownership, the Carrier will recognize and record the change in ownership only to the extent of the quantity received.

A notice of change in ownership of crude petroleum shall be deemed: a warranty that the Transferor has unencumbered title to the crude petroleum identified in its notice at the time of change in ownership.

Item No. 95. COMMON STREAM PETROLEUM - CONNECTING CARRIERS: When both receipts from and deliveries to a connecting carrier of substantially the same grade of petroleum are scheduled at the same interconnection, carrier reserves the right, with cooperation of the connecting carrier, to offset like volumes of such common stream petroleum in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes. When this right is exercised, carrier will make the further deliveries for the shipper involved from its common stream petroleum.

SECTION II

STORAGE OF CRUDE PETROLEUM IN TRANSIT

Item No.100. GENERAL APPLICATION: Carrier will provide working tankage that is incident and necessary to the transportation of crude petroleum, but does not provide or offer storage service.

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

A.P.I. - American Petroleum Institute
[C] Cancel wording
[N] New
[U] Unchanged
[W] Wording change