

ROCKY MOUNTAIN PIPELINE SYSTEM LLC

PROPORTIONAL TARIFF

Applying on

CRUDE PETROLEUM

Governed, except as otherwise herein, by rules and regulations shown in Rocky Mountain Pipeline System LLC's F.E.R.C. No. 135, supplements thereto and successive issues thereof. See page 2 for Proration Policy on Reno-Salt Creek Line.

TABLE OF RATES

FROM	TO	Rates in cents per Barrel of 42 United States Gallons (Subject to Note 1)
<u>Wyoming Stations</u>		
Reno.....Johnson County Salt Creek.....Natrona County Sussex.....Johnson County (Subject to Note 1)	Guernsey Station.....Wyoming Ft. Laramie.....Wyoming	[D] 66.64
Hamilton Dome.....Hot Springs County (Subject to Notes 1 & 3)	Guernsey Station.....Wyoming Ft. Laramie.....Wyoming	[D] 66.74
Elk Basin.....Park County (Subject to Notes 1 & 2)		
Lost Cabin.....Fremont County	Guernsey Station.....Wyoming	[D] 66.74
Kirby StationHot Springs County	Guernsey Station.....Wyoming Ft. Laramie.....Wyoming	[D] 66.74

APPLICATION OF RATES

Rates named in this tariff are applicable on interstate shipments to the named destination for transportation beyond by pipeline.

This tariff publication is filed in accordance with indexing and tariff ceiling provisions of 18 CFR 342.3.

[D] Decrease

ISSUED: May 27, 2010

EFFECTIVE: July 1, 2010

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

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Exception to F.E.R.C. No. 135, Item No. 90 – Truck Unloading:

Where trucks are unloaded on Rocky Mountain Pipeline System LLC's mainline at any of the origins identified above a special handling charge of [D] 17.70¢ per barrel will be added to the trunk line rate in effect. When trucks are unloaded at Kirby Station through truck facilities owned or leased by Rocky Mountain Pipeline System LLC, a special handling charge of [D] 42.37¢ per barrel will be added to the trunk line rate in effect.

NOTE 1 – When gathering service is performed, the through rate to destination will be made by adding [D] 29.43¢ per barrel to the rate named in this column.

NOTE 2 – Carrier will offer the gathering service until December 31, 2005, after which time Carrier reserves the right to review the service and make appropriate changes, including canceling the service.

NOTE 3 – Effective May 1, 2005 shippers of Hamilton Dome crude petroleum will be responsible for supplying Carrier with crude petroleum to blend with the Hamilton Dome crude petroleum to achieve a mixture with a maximum viscosity of 450 centistokes at pumping temperature at Kirby Station. Carrier will provide the facilities at Kirby Station to blend the Hamilton Dome crude petroleum with the shipper-supplied crude petroleum.

Proration Policy – Reno-Salt Creek Line

During any period of time when the aggregate volume of Crude Petroleum to be received and/or transported by Carrier exceeds the available pipeline capacity, space in Carrier's facilities shall be equitably allocated among all shippers in compliance with Carrier's obligations under Part I of the Interstate Commerce Act, as amended, and the following Proration Policy:

- (a) In order for Carrier to determine if it is necessary to allocate space in the Reno to Salt Creek line, Carrier will require shippers to nominate volumes to be shipped 6 or more days prior to the beginning of each shipping month.
- (b) When the total nominated volumes for any month exceed the capacity of Reno-Salt Creek line, the total nominated volume will be divided into the line capacity to determine the "proration ratio". Each shipper's allocation shall be determined by multiplying its nomination by the applicable proration ratio.
- (c) Carrier will notify shipper of such proration and the amount of space that will be allocated to each no later than the first working day of the shipping month.

If a shipper fails to use the space, shipper's allocated volume for each subsequent prorated scheduling month, not to exceed six months, will be reduced by up to the amount of the unused space; except that to the extent such failure is, in the sole opinion of Carrier, due to causes beyond the reasonable control of shipper, shipper will not be penalized in its allocated volume for the subsequent prorated scheduling period(s).

- (d) Allocated space of one shipper may not be assigned, conveyed or used by another during such time as this proration policy may be in effect.
- (e) All barrels tendered by shippers must be received at Rocky Mountain Pipeline System LLC's Reno Station on a prorata basis during the month. Failure of a shipper to make available said barrels at Reno Station on a prorata basis may cause inefficient use of the pipeline capacity. In such event, Rocky Mountain Pipeline System LLC may redistribute space allocation among other shippers to efficiently utilize the pipeline capacity. Any loss of space by a shipper due to such redistribution may not be carried forward to any subsequent month.