

KINDER MORGAN PORTLAND JET LINE, LLC

June 8, 2023

To Portland Jet Line Intrastate Shippers:

Enclosed is a copy of the Kinder Morgan Portland Jet Line LLC ("KM Portland Jet Line") Transportation Policy ("Policy") – Issue No. 13 – for the intrastate movements on the Portland Airport pipeline.

KM Portland Jet Line is increasing the intrastate rate for the movement from Willbridge Station, Multnomah County, Oregon to Portland International Airport, Multnomah County, Oregon. The new rate is 92.85 cents per barrel.

There are no other changes to this Policy. This Policy will become effective July 1, 2023.

If you have any questions regarding the attached Policy please contact the undersigned by telephone at (713) 420-4687, or by e-mail at tariff_group@kindermorgan.com.

Sincerely,

A handwritten signature in black ink that reads "Bruce Reed". The signature is written in a cursive style with a large, looped "R" and a distinct "B".

Bruce Reed
Director-Tariffs and Regulatory Affairs

KINDER MORGAN PORTLAND JET LINE LLC

TRANSPORTATION POLICY

RULES, REGULATION AND RATE

EFFECTIVE JULY 1, 2023

This Transportation Policy applies to Intrastate Movements Only

Kinder Morgan Portland Jet Line LLC (“Carrier”) owns and operates an intrastate pipeline originating at Kinder Morgan’s Willbridge Terminal in Multnomah County, Oregon to Portland International Airport in Multnomah County, Oregon.

The rate as stated in Exhibit A – Rate to this policy shall apply to Petroleum Product as defined herein. The rate in this policy is expressed in cents per barrel of forty-two (42) U.S. gallons and is subject to change. It is governed by the provisions found under the General Rules and Regulations herein, Items 10 to 220 inclusive.

GENERAL RULES & REGULATIONS

ITEM 10. DEFINITIONS AND ABBREVIATIONS

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

- a) “API” means American Petroleum Institute.
- b) “ASTM” means American Society for Testing and Materials.
- c) “Barrel” means 42 gallons, United States measured at 60 degrees Fahrenheit.
- d) “Batch” means a quantity of Petroleum Product of like characteristics delivered by Shipper for transportation by Carrier as an identifiable unit.
- e) “Capacity” means the quantity of Petroleum Product the Pipeline Segment is capable of transporting under the current operating conditions.
- f) “Carrier” means Kinder Morgan Portland Jet Line LLC
- g) “Consignee” means the party designated by Shipper to receive a Batch of Petroleum Product.

- h) “Destination” means the point named in Exhibit A, at which point Carrier will deliver Petroleum Product to Shipper or its Consignee after transportation from an Origin.
- i) “Origin” means the point named in Exhibit A, at which point Carrier will accept Petroleum Product for transportation.
- j) “Petroleum Product” means Turbine Fuel as further described in Item 20.
- k) “Pre Delivery Form” means the form that certifies Shipper or Consignee has adequate storage space available for receipt of designated Batch at Destination and Shipper or Consignee has made appropriate arrangements for safe receipt of the Petroleum Product.
- l) “Shipper” means the party for whom transportation services are provided under the terms of this policy.
- m) “Supplier” means the party from whom Shipper obtains its Petroleum Product for delivery into the pipeline.
- n) “Tender” means the nomination by Shipper to Carrier of a stated kind, quantity and grade of Petroleum Product for transportation from a specified Origin to a specified Destination or Destinations in accordance with the rules and regulations of this policy.

ITEM 20. ARTICLES ON WHICH RATES APPLY

- a. The rate published in this policy applies to Turbine Fuel.
- b. Petroleum Product shall be accepted for transportation only when such Petroleum Product meets all required Federal, state and local regulations and Carrier’s Petroleum Product Specifications as outlined in Exhibit B of this policy.
- c. Carrier may require Shipper to demonstrate that Petroleum Product offered for transportation meets required specifications as stated in Item 20.a.
- d. Shipper shall be responsible for all expenses incurred by Carrier resulting from Carrier’s receipt of any Petroleum Product which do not comply with the requirements of Item 20.a.

ITEM 30. MINIMUM BATCH AND DELIVERY REQUIREMENTS

- a. The minimum quantity of Petroleum Product of quality and specifications described herein which will be accepted at one time at Origin from one Shipper shall be five thousand (5,000) barrels.

ITEM 40. PRORATION OF PIPELINE CAPACITY

- a. When a quantity of Petroleum Product is Tendered by Shippers to Carrier which exceeds the Capacity of the pipeline from Origin to Destination, Petroleum Product Tendered by each Shipper for transportation from Origin to Destination will be transported in such quantities and at such times to the limit of Carrier's Capacity in a manner determined by Carrier to be equitable to all Shippers.

ITEM 50. INVENTORY REQUIREMENTS

- a. As a part of carriage, Carrier will require each Shipper to supply a pro rata share of Petroleum Product necessary for pipeline fill and working stock for efficient operation of Carrier's pipeline system prior to delivery.
- b. Carrier shall notify Shipper by January of each year, Shipper's line fill ownership for the coming year. Shipper's line fill percentage will be adjusted according to individual Shipper volumes during the prior calendar year. Carrier will adjust each Shipper's line fill account and will debit or credit volumes accordingly. Carrier will issue an invoice or credit memo based on the adjusted line fill volumes. Pricing will be based on the last published Oil Price Information Service (OPIS) publication for the month of January for "Commercial Airline Jet Fuel Ranges" – Delivered Spot for Portland Airport or nearest relative location.
- c. Petroleum Product provided by a Shipper for use as line fill may be withdrawn from the system only after (1) Shipper has ceased shipments and provided written notice to Carrier to discontinue shipments in Carrier's system, and (2) all Shipper balances have been reconciled between Shippers and Carrier.
- d. The initial line fill percentages shall be determined by using Shipper's volumes for the 12-month period August 1, 2008 through July 31, 2009, to determine each Shipper's proportionate share of the line fill.

ITEM 60. ORIGIN AND DESTINATION FACILITIES

- a. Carrier will provide only such facilities at Origin and Destination as it deems necessary for transportation as described herein.
- b. Shipments will be accepted for transportation hereunder only when Shipper has provided facilities satisfactory to Carrier capable of (i) delivering the Petroleum Product at the Origin specified by Shipper, at pressures and flow rates required by Carrier and (ii) receiving such Petroleum Product at the Destination specified by Shipper, at pressures and flow rates required by Carrier.

ITEM 70. ACCEPTANCE OF PETROLEUM PRODUCT

- a. Petroleum Product will be accepted for transportation:
 - (i) At such time as Petroleum Product of compatible kind, quality and specification are being transported from the Origin specified in the Tender.
 - (ii) Only when Petroleum Product is delivered by Shipper or Supplier (on behalf of Shipper) at the time specified by Carrier to meet Carrier's shipment schedule. If such Petroleum Product is not delivered by Shipper or Supplier (on behalf of Shipper) in time to meet said schedule, Carrier reserves the right to cancel, bypass or delay said shipment. Carrier reserves the right to require Petroleum Product to be available for shipment at Origin 24 hours prior to the time scheduled for shipment from Origin.
- b. Carrier's acceptance and delivery of Petroleum Product from or to any facility provided by or designated by Shipper shall not evidence Carrier's approval of the adequacy of such facilities or the competency of Shipper's personnel; responsibility for such facilities and personnel shall be exclusively that of Shipper.
- c. In the event Carrier has accepted Petroleum Product for transportation in reliance upon Shipper's representations as to acceptance at destination, and there is failure to promptly accept such Petroleum Product at destination, Carrier shall have the right to make whatever arrangements for disposition of the Petroleum Product it deems appropriate to clear Carrier's pipeline facilities.
- d. Failure of Shipper to comply with one or more of the above conditions may result in Carrier's refusal of Shipper's proffered delivery or Carrier's acceptance of no more than a reduced delivery by Shipper in an amount determined by Carrier to be equitable to all Shippers.
- e. Carrier shall have the right to reject any Petroleum Product offered for transportation which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind. Carrier may require of Shipper satisfactory evidence of Shipper's perfect and unencumbered title and/or satisfactory bond indemnifying Carrier against any and all loss.

ITEM 80. DUTY OF CARRIER

- a. Carrier shall transport Petroleum Product with reasonable diligence, considering the quantity to be transported, the distance of transportation, safety of operations, applicable government regulations and other material factors.
- b. Carrier reserves the right to maximize its operational efficiency and Capacity through fungible operations in which a reasonable substitution of the same quantity of Petroleum Product meeting the same specifications will be permitted.

ITEM 90. TENDER OF PETROLEUM PRODUCT

- a. Any prospective Shipper desiring transportation of Petroleum Product under this policy must comply with attached Exhibit C – Tendering and Scheduling. Otherwise, Carrier will be under no obligation to accept Petroleum Product for transportation.
- b. Carrier’s pipeline can operate 24 hours a day, 7 days a week. Shipper should have Petroleum Product available to ship at Origin and be prepared to receive at Destination according to Carrier’s schedule as explained in Item 70.

ITEM 100. DETERMINATION OF VOLUMES

- a. Petroleum Product received for transportation at Origin and delivered at Destination shall be measured by Carrier’s meter or in case of meter failure, by tank gauges with certified tank volume tables.
- b. Shipper may have representatives present during meter calibrations or tank gauging. Carrier shall have the privilege to witness gauging of tanks supplied by Shipper or Consignee when used for volume measurement. A Shipper desiring to witness such meter calibration or tank gauging shall make arrangements with Carrier at least 24 hours in advance.
- c. Volumes measured at Origin and Destination will be corrected from observed temperatures to 60 degrees Fahrenheit by the use of factors derived from applicable ASTM-IP Table 6 “Reduction of Volumes to 60 degrees F against API Gravity at 60 degrees F”.

ITEM 105. OVERAGES AND SHORTAGES

- a. At the beginning of each year, or at the beginning of the first month in which the system has two or more Shippers, Carrier will establish a measurement tolerance equal to 0.125%.
- b. At the end of each year, Carrier will calculate the total system overage or shortage by product. If the system overage or shortage exceeds the established measurement tolerance, Carrier shall invoice or reimburse Shipper for its proportional share of volume outside the measurement tolerance.
- c. Settlement of any proportional share of volume will be based on the twelve month average of the monthly average value of No. 2 Diesel at the Origin point, as listed in the Oil Price Information Service (OPIS) for the West Coast based on the San Francisco “average” listing.

ITEM 110. PAYMENT FOR SERVICES RENDERED

- a. Shipper shall be invoiced the rate in effect on date of shipment from Origin. Charges will be based on the number of Barrels of Petroleum Product actually delivered as determined in Item 100.
- b. Shipper shall be responsible for payment of charges related to the applicable shipment of Petroleum Product within 20 days from date of billing.
- c. Prior to becoming a Shipper, a prospective Shipper must submit to Carrier sufficient financial information to establish credit-worthiness. If, in the sole opinion of Carrier, Shipper is not credit-worthy or if Shipper's credit deteriorates, Carrier may require Shipper to prepay rate related charges for volume tendered and/or supply a letter of credit from an appropriate financial institution in a form acceptable to Carrier.
- d. If charges are not paid by the due date stated on the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full, at a rate equal to 125% of the prime rate of interest as reported in the Wall Street Journal as of first of the month in which the charges are due or the maximum finance rate allowed by applicable law, whichever is less.
- e. Carrier shall have a lien on all Petroleum Product accepted from Shipper under this policy to secure the payment of all charges and obligations of Shipper and may refuse to deliver such Petroleum Product until all charges and obligations (including finance charges) have been paid. If charges remain unpaid 60 days after the due date stated on the invoice, Carrier may apply any open credits or collect such charges by selling Shipper's Petroleum Product at a public or private sale in a commercially reasonable manner. Out of the proceeds of said sale, Carrier may also pay itself for expenses of notice, advertising, storage and care and maintenance of the Petroleum Product.

ITEM 120. CLAIMS, SUITS, TIME FOR FILING

- a. As a condition precedent to recovery, any claims for loss, damage or delay must be filed in writing with Carrier within nine months after the delivery of the Petroleum Product or in case of failure to make delivery, within nine months after a reasonable time for delivery has elapsed. Such suit shall be instituted against Carrier only within two years and one day from the day when notice in writing is given to the claimant that Carrier has disallowed the claim or any part or parts thereof as 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 130. TAX REGISTRATION

- a. Upon request of Carrier, Shippers and Consignees are required to provide proof of registration with, or tax exemption from, the appropriate federal, state or local authorities relating to the collection and payment of the fuel's excise tax or other similar taxes, levies or assessments if any. Failure of Shipper or Consignee to do so shall not relieve Shipper or Consignee from the obligation to pay any such tax, levy or assessment, or any fine or penalty associated therewith.

ITEM 140. LIABILITY OF CARRIER

- a. Carrier shall not be liable for any loss, damage or delay to Petroleum Product of Shipper caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or acts or defaults of Shipper or other Shippers, or for any other cause not due to the negligence of Carrier whether similar or dissimilar to the causes herein enumerated. If the loss or damage was incurred by a Batch or Batches that Carrier can identify, Shipper shall be responsible for such loss or damage in the same proportion as Shipper's volume of Petroleum Product in the identified Batch or Batches bears to the entire volume of Petroleum Product in such Batch or Batches. In such cases, if Carrier cannot identify the Batch or Batches that incurred the loss or damage, Shipper shall be responsible for such loss or damage in the same proportion as Shipper's volume of Petroleum Product accepted for transportation and actually in Carrier's custody bears to the entire volume of Petroleum Product of all Shippers in the affected portion of the System at the time of such loss or damage.
- b. Carrier will not be liable for discoloration, contamination, or deterioration of Petroleum Product transported unless such discoloration, contamination, or deterioration is caused by the negligence of Carrier.
- c. Carrier will not be liable for delays in transportation of Petroleum Product.
- d. In any event, Carrier shall not be liable for any consequential or special damages sustained by Shipper.

ITEM 150. PIPEAGE CONTRACTS

- a. Separate agreements in association with pipeline connections or other related facilities ancillary to Carrier's pipeline in accord with this policy may be required of any Shipper, proposed Shipper, Supplier or Consignee before any obligation to provide transportation shall arise.

ITEM 190. TESTING

- a. Shipper shall be liable for any contamination or damage to other Petroleum Product being transported or to the System in the event Shipper's Petroleum Product includes blending components (other than pure hydrocarbons) that have not been approved by Carrier, or such Petroleum Product is inconsistent with specifications stated in Supplier's Quality Certification.
- b. Carrier may, but shall not be required to, sample and/or test any Batch prior to acceptance or during receipt of Batch, and in the event of variance between Supplier's Quality Certification and Carrier's test, Carrier's test shall prevail as to the specifications of Petroleum Product received.
- c. Shipper shall cause Supplier (on behalf of Shipper) to furnish Carrier with a Supplier Quality Certification (as per Carrier's Specifications) setting forth in detail the specifications of Batch delivered by Shipper for transportation.

ITEM 200. CONNECTION TO SYSTEM

- a. Requests for connections to the pipeline shall be made by formal written request to Carrier as follows:

Director of Business Development
Attention: Doug Meyers
Kinder Morgan Products Pipelines
1001 Louisiana Street, Suite 1000
Houston, Texas 77002

ITEM 210. PRE DELIVERY FORM

- a. Shipper or Consignee is required to complete and furnish attached Exhibit D – Pre delivery Form to Carrier's local operations at Destination at least one and one-half hours prior to scheduled time of delivery at Destination.

ITEM 220. LEGALITY OF SHIPMENTS

- a. Carrier reserves the right to reject any and all Petroleum Product offered for shipment when Shipper or Consignee fails or is unwilling or unable to comply with all applicable laws, rules, regulations or requirements of any governmental authorities pertaining to Petroleum Product or regulating shipments or deliveries thereof, or fails to demonstrate Shipper's conformance with the provisions of this policy and the applicable rate.

**KINDER MORGAN PORTLAND JET LINE LLC
TRANSPORTATION POLICY
EXHIBIT A
RATE**

FROM	TO	Rate in cents per Barrel
Willbridge Station, Multnomah County, Oregon	Portland International Airport, Multnomah County, Oregon	92.85

Effective July 1, 2023
Issue No. 13

**KINDER MORGAN PORTLAND JET LINE LLC
TRANSPORTATION POLICY
EXHIBIT B
PRODUCT SPECIFICATIONS**

SPECIFICATIONS FOR TURBINE FUEL

Product Code 15 (1)

Specification Points	ASTM Method	Shipments	
		<u>Min.</u>	<u>Max.</u>
Gravity, deg. API	D-1298, D-4052	37.0	51.0
Workmanship		Clear and Bright	
Distillation, deg. F. 10% Recovered End Point	D-86, (D-2887)		401 (365) 572 (644)
Flash Point, deg. F.	D-56	100	
Freezing Point, deg C or F	D-2386, D-5972, D-7153, D-7154		-40
Copper Strip, 2 h at 100 C (212 F)	D-130		No. 1
Existent Gum, mg/100mL	D-381		7
MSEP Rating	D-3948	85	
Sulfur weight %	D-2622		0.3
Particulate Contam. mg/L.	D-5452		2.0

(1) In addition to above KM Portland Jet Line specifications, product must meet ASTM D-1655 latest revision.

KINDER MORGAN PORTLAND JET LINE LLC

TRANSPORTATION POLICY EXHIBIT C TENDERING AND SCHEDULING

This section defines the procedure for Tendering volumes for transportation via Carrier's Transportation Policy.

To implement this policy, the following procedures have been established:

1. Carrier is under no obligation to accept a tender for transportation on the Portland Airport line segment, unless the Shipper has electronically submitted the formal nomination spreadsheet to the Carrier by the 15th of each month the volumes to be tendered for the subsequent month. If the 15th falls on the weekend or holiday, then Shippers must have electronically delivered to Carrier the volumes to be tendered no later than close of business of the preceding work business day. The nomination spreadsheet must identify whether the product that is to be shipped is under the intrastate rate or the interstate tariff.
2. Nominations shall be submitted electronically to the Line Scheduler. Current Line Scheduler can be obtained by calling (503) 220-1250.
3. Carrier will generate monthly schedules from the above information and distribute them to the Shippers and to Suppliers and Consignees identified by the Shippers by the 25th of the month prior to shipment.
4. Shippers must submit changes in batch volumes, destinations, Suppliers and Consignees at least 7 working days prior to shipment to be assured of implementation. Carrier recognizes that unusual conditions, emergencies, etc. can require a waiver of the 7-day notification requirement. Shippers requesting a waiver of the 7-day requirement may be accommodated if Carrier determines that any changes to the shipment schedule caused by the request are not unduly disruptive to other Shippers or the pipeline operations. Changes shall be submitted as in Item 1 above.
5. Carrier will distribute schedule updates to Shippers; Suppliers and Consignees by Wednesday of each week. This update will have the latest approved revisions and updated times. To receive these schedule updates, please contact your Line Scheduler.

**KINDER MORGAN PORTLAND JET LINE LLC
TRANSPORTATION POLICY
EXHIBIT D
PRE DELIVERY FORM**

Effective July 1, 2023
Issue No. 13

KINDER MORGAN PORTLAND JET LINE LLC

Pre Delivery Form

PRE-DELIVERY INFORMATION REQUIRED ON ALL PORTLAND AIRPORT DELIVERIES

INFORMATION SUBMITTED BY CARRIER TO SHIPPER REPRESENTATIVE (herein called "DT")

1. DT _____ 2. Time _____ 3. Date _____
4. Carrier Representative _____ 5. DT Representative _____
6. Net Barrels to be Delivered _____ 7. Batch _____ 8. Product _____
9. Estimated Starting Time & Date _____ 10. _____
- Carrier Representative Signature

INFORMATION TO BE PROVIDED BY DT

This form must be completed and submitted to Carrier no later than 1½ hours prior to scheduled delivery of the batch arrival. A separate form must be completed for each batch to be received.

Note to DT: The only tank valves open for Carrier deliveries are tanks currently receiving product from the pipeline and tanks to receive the next pipeline batch as indicated above. Tank valves to receive upcoming batch will be opened a maximum of two (2) hours prior to the scheduled batch arrival. Upon completion of receipt into the tank, the valves are to be closed as soon as possible, but no later than one (1) hour after the delivery has been completed. If the Carrier Operator is required to make manifold switches during the delivery of a batch, DT shall detail such switch requirements under "Special Instructions" below.

	a	b	c	d
11. Tanks to Receive Delivery				
12. Tank Valve(s) Opened: Time				
Date:				
14. Space Available in Tanks				
16. Barrels to be Delivered				

CARRIER WILL NOT BE RESPONSIBLE FOR ANY DT SWITCHES OR COUNTDOWNS.

13. Initial _____

15. Total _____

17. Total _____

18. Tank(s) Listed Will Hold NET Barrels to be Delivered by Carrier Yes _____ No _____

19. DT Representative needs to be present to make Manifold Switches Yes _____ No _____

20. Special Instructions

I understand the above "Note to DT" (above Item 20) and that only authorized tank valves are open, and all information posted in spaces above is accurate.

21. _____
DT Representative Signature

All spaces above to be filled in by DT Representative no later than one-and-a-half (1 ½) hours prior to schedule time of batch arrival. All time is Pacific time zone using a 24-hour clock.

Instructions and Definitions

The Pre-Delivery Form is to be submitted by the local terminal from the receiving entity (herein called "DT"), no later than 1½ hours prior to the scheduled delivery.

INFORMATION SUBMITTED BY CARRIER PERSONNEL TO SHIPPER REPRESENTATIVE

1. DT. The entity to whom the delivery is being made (herein called "DT"). This is not always the shipper of record.
2. Time. The time of day the Pre-Delivery form is completed by the Carrier representative.
3. Date. The date the Pre-Delivery form is completed by the Carrier representative.
4. Carrier Representative. The name of the person completing Items 1-10 of the Pre Delivery Form.
5. DT Representative. The name of the person at DT facility intended to complete Items 11-21 of the Pre Delivery Form.
6. Net Barrels to be Delivered. The Net Barrels that are "scheduled" for delivery.
7. Batch. The Carrier name for the batch being delivered.
8. Product. This can be simply the 15 designation or the common term used to describe the product; i.e. **turbine**.
9. Estimated Start Time & Date. The estimated delivery time is the most accurate, calculated under current operating conditions.
10. Carrier Representative Signature. Signature of the person completing Items 1-10.

INFORMATION TO BE PROVIDED BY THE DT

11. Tanks to Receive Delivery. Identifies the tank(s) that will receive the delivery. The common terminal reference is sufficient.
12. Tank Valve(s) Opened: Time / Date. Signifies the time and date each of the DT's tank valves (for tanks shown in Item 11) were opened and lined for delivery.
13. This box must be initialed by the DT representative. This is an acknowledgement that Carrier is not responsible for any barrel countdowns or DT switches.
14. Space Available in Tanks. Indicate the net barrel space available for each tank shown in Item 11.
15. Total. Sum Item 14 columns a thru d to determine the total net barrel space available in **all** tanks shown in Item 11. This is always equal to or greater than the batch volume to be delivered.
16. Barrels to be Delivered. The net barrels that the DT intends to deliver into each tank shown in Item 11.
17. Total. Sum Item 16 columns a thru d to calculate the total net barrels that will be delivered into the tank(s) shown in Item 11. Item 17 Total should always equal the net barrels to be delivered value shown in Item 6. If not, Carrier cuts the batch volume and the Pre Delivery Form must be reissued.
18. Tank(s) Listed Will Hold Net Barrels to be Delivered by Carrier. Acknowledgement by DT representative that the tank(s) specified in Item 11 will hold the volume indicated in Item 16. If the batch will not fit, please notify Carrier immediately prior to filling out this form.
19. DT Representative needs to be present to make Manifold Switches. Identifies whether the DT representative must be present to switch tanks.
20. Special Instructions. This item is used to alert Carrier Operator and/or Controller to any special instructions. For example: "Call me when you start;" "Call me when you finish" or "Call me 15 minutes before the delivery", etc. Advising Carrier that you need to float a roof at a reduced rate is not a special instruction; this type of instruction should be set-up well in advance.
21. DT Representative Signature. Signature of the DT representative completing Items 11-21 of this form.