

MOBIL PIPE LINE COMPANY

**Supplement No. 1 to
TEXAS LOCAL TARIFF NO. A-765**

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

GENERAL APPLICATION

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 supplement or take precedence over rules and regulations published herein.

EFFECTIVE: October 15, 2003

Issued by
R. C. Luckner
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[U] All rates remained unchanged unless otherwise noted.

SECTION I
RULES AND REGULATIONS OF RAILROAD COMMISSION OF TEXAS
(SPECIAL ORDER NO. 20-53,839)

Rule 1. All Marketable Oil To Be Received for Transportation - By the term "marketable oil" is meant any crude petroleum adapted for refining or fuel purposes, properly settled and containing not more than two per cent (2%) of basic sediment, water, or other impurities above a point six (6) inches below the pipe line connection with the tank. Pipe lines shall receive for transportation all such "marketable oil" tendered; but no pipe line shall be required to receive for shipment from any one person an amount exceeding three thousand (3,000) barrels of petroleum in any one (1) day; and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported therefrom by the pipe line, then it shall be transported under such terms as the shipper and the owner of the pipe line may agree or the Commission may require.

Rule 2. Basic Sediment, How Determined - Temperature - In determining the amount of sediment, water or other impurities, a pipe line is authorized to make a test of the oil offered for transportation from an average sample from each tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipe line and the shipper. The same method of ascertaining the amount of the sediment, water or other impurities shall be used in the delivery as in the receipt of oil. A pipe line shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than ninety degrees Fahrenheit (90° F), except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon delivery at destination that the pipe line has to test before receiving from the shipper.

Rule 3. "Barrel" Defined - For the purpose of these rules, a "barrel" of crude petroleum is declared to be forty-two (42) gallons of 231 cubic inches per gallon at sixty degrees Fahrenheit (60° F).

Rule 4. Oil Involved in Litigation, Etc. - Indemnity Against Loss - When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipe line may require of shippers an indemnity bond to protect it against all loss.

Rule 5. Storage - Each pipe line shall provide, without additional charge, sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt delivery to destination point, for five (5) days from the date of order of delivery at destination.

Rule 6. Identity of Oil, Maintenance of - A pipe line may deliver to consignee, either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipe line transportation, or it may make delivery from its common stock at destination; provided, if this last be done, the delivery shall be of substantially like kind and market value.

Rule 7. Minimum Quantity To Be Received - A pipe line shall not be required to receive less than one(1) tank carload of oil when oil is offered for loading into tank cars at destination of the pipe line. When oil is offered for transportation for other than tank car delivery, a pipe line shall not be required to receive less than five hundred (500) barrels.

Rule 8. Gathering Charges - Tariffs to be filed by a pipe line shall specify separately the charges for gathering of the oil, for transportation, and for delivery.

Rule 9. Gauging, Testing and Deductions - All crude oil tendered to a pipeline for transportation shall be gauged and tested by a representative of the pipeline prior to its receipt by the pipeline. The shipper may be present or represented at the gauging and testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks, and adjustments shall be made for

Note to Rule 9:

*This deviates from Section 9, Special Order No. 20-63,098, in that deduction will be made for actual losses due to shrinkage, evaporation and loss during transportation, and any gains will be delivered to shipper.

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temperature from the nearest whole number degree to the basis of 60° F and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540, American Society for Testing Materials D-1250, Institute of Petroleum 200, first edition, August 1980. A pipeline may deduct the basic sediment, water, and other impurities as shown by the centrifugal or other test agreed upon; and any overage or shortage not due to the negligence of Company, including losses or gains resulting from shrinkage, evaporation, expansion or other crude oil losses or gains inherent in the operation of a pipeline system, will be allocated on a monthly accrual basis among the shippers in the proportion that the total number of barrels delivered from the pipeline system for each shipper bears to the total number of barrels delivered from the pipeline system for all shippers.* The net balance shall be the quantity deliverable by the pipeline.

The gauging and testing of oil by pipe line representative is directed toward and intended to require tank gauge measurement of produced crude prior to the transfer of custody to the initial transporter from a producing property. A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

Rule 10. Delivery and Demurrage - Each pipe line shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation, and other material elements, but at any time after receipt of a consignment of oil, upon twenty-four (24) hours' notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to Section 6 of this rule, at a rate not exceeding ten thousand (10,000) barrels per day of twenty-four (24) hours. Computation of time of storage (as provided for in Section 5 of this rule) shall begin at the expiration of such notice. At the expiration of the time allowed in Section 5 of this rule for storage at destination, a pipe line may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first ten (10) days of one-tenth of one cent per barrel; for the next ten (10) days at a rate of two-tenths of one cent per barrel; and thereafter at a rate of three-tenths of one cent per barrel, for each day of twenty-four (24) hours or fractional part thereof.

Rule 11. Payment of Transportation and Other Charges - The Shipper or Consignee shall pay, as provided below, all applicable gathering, transportation, and all other charges accruing on Crude Petroleum delivered to and accepted by Carrier for shipment.

All payments are due within 10 days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may bear interest from the day after the due date until paid, calculated at an annual rate equivalent to the lesser of (1) 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 (2) the maximum rate allowed by law. In addition Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including but not limited to reasonable attorney fees.

In the event Shipper fails to pay any such charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and Shipper meets the requirements of the following paragraph. In addition, in the event Shipper fails to pay any such charges when due, Carrier shall have the right to setoff such amounts owed and future amounts owed against those amounts Carrier owes Shipper.

In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Crude Petroleum in Carrier's possession or prior to Carrier's acceptance of Shipper's Crude Petroleum: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a

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guaranty in an amount sufficient to ensure payment of all such charges and in a form and from a third party acceptable to Carrier. In the event, Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

Rule 12. Notice of Claims - Notice of claims for loss, damage or delay in connection with the shipment of oil must be made in writing to the pipe line within ninety-one (91) days after the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within ninety-one (91) days after a reasonable time for delivery has elapsed.

Rule 13. Telephone-Telegraph Line - Shipper to Use - If a pipe line maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipe line shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service.

Rule 14. Contracts of Transportation - When a consignment of oil is accepted, the pipe line shall give the shipper a run ticket, and shall give the shipper a statement that shows the amount of oil received for transportation, the points of origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

Rule 15. Shipper's Tanks, Etc. - Inspection - When a shipment of oil has been offered for transportation, the pipe line shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this rule.

Rule 16. Offers in Excess of Facilities - If oil is offered to any pipe line for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipe line shall be apportioned among all shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipe line. The pipe line shall be considered as a shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment.

Rule 17. Interchange of Tonnage - Pipe lines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipe lines, when the Commission finds that a necessity exists for connection, and under such regulations as said Commission may determine in each case.

Rule 18. Receipt and Delivery - Necessary Facilities For - Each pipe line shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the Commission finds that a necessity exists therefor, and under regulations by the Commission.

Rule 19. Fires, Lightning and Leakage, Reports of Loss From - (a) Each pipe line shall immediately notify the Commission, by telegraph, telephone, or letter, of each fire that occurs at any oil tank owned or controlled by the pipe line, or of any tank struck by lightning. Each pipe line shall in like manner report each break or leak in any of its tanks or pipe lines from which more than five (5) barrels escapes. Each pipe line shall report in writing to the Commission, by the fifteenth (15th) day of each calendar month, the estimated amount of loss of oil by fire or leakage from its tanks and pipe lines for the preceding month; but not including leakage or evaporation ordinarily incident to transportation. (b) No risk of fire, storm, flood or act of God, and no risk resulting from riots, insurrection, rebellion, war, or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipe line, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from any such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipe line at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This rule shall not apply if the loss occurs because of negligence of the pipe line.

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Rule 20. Printing and Posting -Each pipe line shall have Sections 1 through 19 of this rule printed on its tariff sheets, and shall post the printed sections in a prominent place in its various offices for the inspection of the shipping public. Each pipe line shall post and publish only such rules and regulations as may be adopted by the Commission as general rules or such special rules as may be adopted for any particular field.

SECTION II

RULES AND REGULATIONS

Rule 1. Definitions - "Company" or "Carrier" means and refers to Mobil Pipe Line Company and/or other pipe line companies which may, by proper concurrence, be parties to joint tariffs incorporating these regulations by specific reference.

"Crude Petroleum," as used herein, means either the direct liquid products of oil wells, or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil or gas wells, including gasoline and liquefied petroleum gases, as provided in Rule 3 of this section.

"Indirect Liquid Products" means the liquid products resulting from the refining of crude petroleum, operation of gasoline recovery plants, gas recycling plants, and condensate or distillate recovery equipment in gas or oil fields.

"Direct Products" means the direct liquid products of oil wells.

"Tender" means an offer by a shipper to the Company of a stated quantity of crude petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.

Rule 2. Commodity - The Company is engaged in the transportation of crude petroleum exclusively under this tariff, and therefore will not accept any other commodity for transportation hereunder.

Rule 3. Mixtures - (a) Indirect liquid products will be received for gathering and transportation only on condition that the indirect liquid products shall be mixed in Company's pipelines and/or tanks with direct products, and providing both the indirect liquid products and the direct products are owned by the same shipper or consignee and are consigned to the same destination.

(b) The indirect liquid products portion of the mixture will be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the shipper, consignee, and destination are the same, and that operating conditions and the Company's facilities permit the indirect liquid products portion to be mixed with the direct products of the same shipper or consignee, The rate to be assessed on each portion of the mixture shall be the rate applicable from the reception point at which each is received.

(c) Indirect liquid products shall not exceed twenty (20) percent by volume of the total mixture of indirect liquid products with direct products, and the vapor pressure of such mixtures shall not exceed the lesser of thirteen (13) pounds per square inch, absolute, at a temperature of one-hundred (100) degrees Fahrenheit, or a true vapor pressure which will not result in Company's noncompliance with applicable Federal, State and local requirements regarding hydrocarbon emissions.

(d) The indirect liquid products portion and the direct products portion of the mixture will be measured and tested separately and must be shown separately on the shipping order and if required on separate shipping orders.

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(e) Mixtures will be transported and delivered as crude petroleum. The Company will not receive, transport and deliver unmixed indirect liquid products, except that indirect liquid products will be gathered for subsequent mixing with direct products in accordance with this rule where facilities exist for performing a gathering service for such indirect liquid products.

Rule 4. Destination Facilities - The Company may refuse to accept crude petroleum for transportation unless satisfactory evidence be furnished that the shipper or consignee has provided the necessary facilities for the prompt receiving of said crude petroleum at its destination.

Rule 5. Legality of Shipments - The Company reserves the right to reject any and all crude petroleum tendered 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.

Rule 6. Payment of Transportation and Other Charges - [C] Crude petroleum accepted for gathering and/or transportation shall be subject to the rates in effect on the date of receipt by Company, irrespective of the date of the tender. The shipper or consignee shall pay Company at the rate specified for transportation and all other lawful charges accruing on crude petroleum tendered and accepted for shipment and, if required, shall pay the same before delivery.

[N] The Shipper or Consignee shall pay, as provided below, all applicable gathering, transportation, and all other charges accruing on Crude Petroleum delivered to and accepted by Carrier for shipment.

[N] All payments are due within 10 days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

[N] If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may bear interest from the day after the due date until paid, calculated at an annual rate equivalent to the lesser of (1) 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 (2) the maximum rate allowed by law. In addition Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including but not limited to reasonable attorney fees.

[N] In the event Shipper fails to pay any such charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and Shipper meets the requirements of the following paragraph. In addition, in the event Shipper fails to pay any such charges when due, Carrier shall have the right to setoff such amounts owed and future amounts owed against those amounts Carrier owes Shipper.

[N] In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Crude Petroleum in Carrier's possession or prior to Carrier's acceptance of Shipper's Crude Petroleum: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges and in a form and from a third party acceptable to Carrier. In the event, Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

Rule 7. Application of Rates For Intermediate Points - For crude petroleum shipments accepted for transportation from any point not named in tariffs making reference hereto which is intermediate to a point

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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 tariffs will apply from such unnamed point, and the gathering charge at the next more distant point shall apply when gathering service is performed. For crude petroleum 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 tariffs will apply.

Rule 8. Reconsignment - If no out of line or back haul movement or interference with shipping sequence is required, diversion or reconsignment may be made prior to arrival at original destination without charge, subject to the rates, rules and regulations applicable from point of origin to point of final destination.

Rule 9. Transit Privilege - At the request of the shipper or consignee crude petroleum may be stopped in--transit at points on the Company's pipeline for storage, provided:

- (a) No backhaul by Company is involved.
- (b) Shipper or consignee has provided storage facilities for receiving deliveries at the in-transit point at pressures and volumetric flow levels required by Company.
- (c) Shipper or consignee has provided adequate pumping and other equipment to redeliver the crude petroleum to Company's line at in-transit point at pressure and flow rates established by Company.
- (d) Transportation charges based on Company's effective tariff rate from point of origin to the in-transit point shall be collected on all crude petroleum moving under this transit privilege after delivery at the in-transit point.
- (e) When the crude petroleum is reshipped from the in-transit point, transportation charges for such additional movement shall be the through rates from point of origin to final destination in effect on the date of the original shipment contained in effective tariffs issued or concurred in by Company, less the amount paid to Company under (d) above.
- (f) Shipments placed in in-transit storage will be subject to a charge for stop-over services of one (1) cent per barrel in addition to all other transportation charges. Such charge shall be payable when shipment is reshipped from the in-transit point.
- (g) Upon delivery of the crude petroleum into storage tanks at in-transit point, the custody and possession of the crude petroleum shall be that of the shipper or consignee and not that of the Company, and Company shall not be liable for loss and/ or damage to such crude petroleum while in storage.
- (h) A complete record shall be kept by shipper at the in-transit point of all shipments to be accorded transit privileges under this Tariff, and such records shall be kept open to inspection by representatives of the Company. Shippers requesting transit privileges shall submit to Company copies of inbound delivery receipts within thirty (30) days of the date of such deliveries.
- (i) Shipments forwarded from transit point will be checked against the Company's inbound records, and when all the volume covered by any one delivery receipt is reshipped, such delivery receipt will be cancelled for the purpose of this rule, and further shipments against it will not be permitted.
- (j) Shipments must be tendered for reforwarding from the in-transit point within twelve (12) months from date of inbound movement to in-transit point as indicated on the delivery records. If all or any part of a shipment covered by an inbound delivery receipt is not reshipped from the in-transit point within twelve (12) months, such volume will be cancelled for the purpose of this rule.

Rule 10. Transfers within System - Line transfers or ownership transfers of Crude Petroleum in custody of Company within its system from one shipper (transferor) to another shipper (transferee) will be permitted provided:

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(a) Each transferor will be charged one-half cent (1/2¢) per barrel for each line transfer or ownership transfer of Crude Petroleum in custody of Company within its system.

(b) All intrasystem transfer requests to Company must be made in accordance with requirements stipulated in Section 11 Rule 12 (Tender Requirements). Both transferor and transferee shall provide written notice to Company containing like data relative to the kind, quantity, source, location, transferor and transferee of the Crude Petroleum and the month during which transfer is to occur. Verbal transfer requests will be recognized provided written confirmation is received by the first day of the month during which ownership transfer is requested.

(c) Any party involved in an intrasystem transfer hereunder shall be subject to any and all applicable provisions or requirements contained in this Rules and Regulations Tariff and supplements hereto,

Rule 11. Liability Fund - In addition to transportation charges and all other lawful charges accruing on crude petroleum tendered for shipment, a per barrel charge will be assessed and collected in the amount of the tax, fee, or other charge levied against Company in connection with such crude petroleum, pursuant to any federal, state or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such crude petroleum within their jurisdiction for the purpose of creating a fund for the prevention, containment, clean up and removal of spills and the reimbursement of persons sustaining loss therefrom.

Rule 12. Tender Requirements - Company requires that Tenders for shipment of Crude Petroleum on its pipeline systems be received on or before 4:15 P. M., Central Standard Time or Central Daylight Savings Time, the last working day prior to the 26th day of the month preceding the month during which shipment is requested. Written confirmation of verbal tenders for shipment must be provided by the first of the month during which shipment is requested.

Rule 13. Common Stream Crude Petroleum – Connecting Carriers - When receipts from and/or deliveries to a connecting Carrier of substantially the same grade of Crude Petroleum are scheduled at the same interconnection or at interconnections along the same pipeline system, Carrier reserves the right, with cooperation of the connecting Carrier, to offset like volumes of such common stream Crude Petroleum in order to avoid capacity constraints or 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 Crude Petroleum.

[N] Sediment, water and quality limitations of a connecting carrier may be imposed upon the Pipeline. When such limitations of the connecting carrier vary from that of the Pipeline, the limitations of the connecting carrier will be enforced.

Rule 14. Line Fill and Tank Bottom Inventory - Either prior to or after the acceptance of Crude Petroleum for transportation, Carrier will require each Shipper to provide a pro rata part of the volume of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for efficient operation. Crude Petroleum provided by a Shipper for this purpose may be withdrawn after reasonable written notice of Shipper's intention to discontinue shipment in the system pursuant to Carrier's applicable tariff or tariffs. Carrier may require advance payment of final transportation charges and settlement of any unpaid accounts receivable, before final delivery will be made.

In the event a Shipper's inventory balance drops below its pro rata part of the volume of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the system, then Carrier will require such Shipper to provide the necessary volume to meet its pro rata part of such volume of Crude Petroleum.

In the event that Shipper maintains an inventory balance after Shipper ceases movements on the system or Shipper gives written notice of its intent to cease movements over the system and such Shipper
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is unable to schedule appropriate shipments to clear the inactive inventory balance, Shipper will be required to settle the inactive inventory balance through Carrier. In the event no such Shipper notice is given, then Carrier may require either an adjustment in Shipper's inventory balance in accordance with the Line Fill and Tank Bottom Inventory provision or settlement of the Shipper's inventory balance at any time after Shipper has ceased making movements over the system for a period of six months. Such settlement will be based upon the fair market value of the Crude Petroleum, as published by Platts, at the time Shipper informs Carrier in writing of its intention to discontinue shipments on the system pursuant to Carrier's applicable tariff or tariffs or if no such written notice is given, then at such time as Carrier calls for the settlement of the Shipper's inventory balance.

Explanation of abbreviations and reference marks

- [N] New**
- [U] Unchanged rate**
- [C] Cancel**

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TEXAS LOCAL TARIFF NO. A-765

(Cancels Texas Local Tariff No. A-652)

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Rule 2. Basic Sediment, How Determined - Temperature - In determining the amount of sediment, water or other impurities, a pipe line is authorized to make a test of the oil offered for transportation from an average sample from each tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipe line and the shipper. The same method of ascertaining the amount of the sediment, water or other impurities shall be used in the delivery as in the receipt of oil. A pipe line shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than ninety degrees Fahrenheit (90° F), except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon delivery at destination that the pipe line has to test before receiving from the shipper.

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*This deviates from Section 9, Special Order No. 20-63,098, in that deduction will be made for actual losses due to shrinkage, evaporation and loss during transportation, and any gains will be delivered to shipper.

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temperature from the nearest whole number degree to the basis of 60° F and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540, American Society for Testing Materials D-1250, Institute of Petroleum 200, first edition, August 1980. A pipeline may deduct the basic sediment, water, and other impurities as shown by the centrifugal or other test agreed upon; and any overage or shortage not due to the negligence of Company, including losses or gains resulting from shrinkage, evaporation, expansion or other crude oil losses or gains inherent in the operation of a pipeline system, will be allocated on a monthly accrual basis among the shippers in the proportion that the total number of barrels delivered from the pipeline system for each shipper bears to the total number of barrels delivered from the pipeline system for all shippers.* The net balance shall be the quantity deliverable by the pipeline.

The gauging and testing of oil by pipe line representative is directed toward and intended to require tank gauge measurement of produced crude prior to the transfer of custody to the initial transporter from a producing property. A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

Rule 10. Delivery and Demurrage - Each pipe line shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation, and other material elements, but at any time after receipt of a consignment of oil, upon twenty-four (24) hours' notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to Section 6 of this rule, at a rate not exceeding ten thousand (10,000) barrels per day of twenty-four (24) hours. Computation of time of storage (as provided for in Section 5 of this rule) shall begin at the expiration of such notice. At the expiration of the time allowed in Section 5 of this rule for storage at destination, a pipe line may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first ten (10) days of one-tenth of one cent per barrel; for the next ten (10) days at a rate of two-tenths of one cent per barrel; and thereafter at a rate of three-tenths of one cent per barrel, for each day of twenty-four (24) hours or fractional part thereof.

Rule 11. [W] Payment of Transportation and Other Charges - [C] A pipe line shall have a lien on all oil to cover charges for transportation, including demurrage, and it may withhold delivery of oil until the charges are paid. If the charges shall remain unpaid for more than five (5) days after notice of readiness to deliver, the pipe line may sell the oil at public auction at the general office of the pipe line on any day not a legal holiday. The date for the sale shall be not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in the city where the general office of the pipe line is located. The notice shall give the time and place of the sale, and the quantity of the oil to be sold. From the proceeds of the sale, the pipe line may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be paid to the person lawfully entitled thereto.

[N] The Shipper or Consignee shall pay, as provided below, all applicable gathering, transportation, and all other charges accruing on Crude Petroleum delivered to and accepted by Carrier for shipment.

[N] All payments are due within 10 days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

[N] If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may bear interest from the day after the due date until paid, calculated at an annual rate equivalent to the lesser of (1) 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 (2) the maximum rate allowed by law. In addition Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including but not limited to reasonable attorney fees.

[U] All rates remained unchanged unless otherwise noted.

[N] In the event Shipper fails to pay any such charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and Shipper meets the requirements of the following paragraph. In addition, in the event Shipper fails to pay any such charges when due, Carrier shall have the right to setoff such amounts owed and future amounts owed against those amounts Carrier owes Shipper.

[N] In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Crude Petroleum in Carrier's possession or prior to Carrier's acceptance of Shipper's Crude Petroleum: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges and in a form and from a third party acceptable to Carrier. In the event, Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

Rule 12. Notice of Claims - Notice of claims for loss, damage or delay in connection with the shipment of oil must be made in writing to the pipe line within ninety-one (91) days after the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within ninety-one (91) days after a reasonable time for delivery has elapsed.

Rule 13. Telephone-Telegraph Line - Shipper to Use - If a pipe line maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipe line shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service.

Rule 14. Contracts of Transportation - When a consignment of oil is accepted, the pipe line shall give the shipper a run ticket, and shall give the shipper a statement that shows the amount of oil received for transportation, the points of origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

Rule 15. Shipper's Tanks, Etc. - Inspection - When a shipment of oil has been offered for transportation, the pipe line shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this rule.

Rule 16. Offers in Excess of Facilities - If oil is offered to any pipe line for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipe line shall be apportioned among all shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipe line. The pipe line shall be considered as a shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment.

Rule 17. Interchange of Tonnage - Pipe lines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipe lines, when the Commission finds that a necessity exists for connection, and under such regulations as said Commission may determine in each case.

Rule 18. Receipt and Delivery - Necessary Facilities For - Each pipe line shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the Commission finds that a necessity exists therefor, and under regulations by the Commission.

[U] All rates remained unchanged unless otherwise noted.

Rule 19. Fires, Lightning and Leakage, Reports of Loss From - (a) Each pipe line shall immediately notify the Commission, by telegraph, telephone, or letter, of each fire that occurs at any oil tank owned or controlled by the pipe line, or of any tank struck by lightning. Each pipe line shall in like manner report each break or leak in any of its tanks or pipe lines from which more than five (5) barrels escapes. Each pipe line shall report in writing to the Commission, by the fifteenth (15th) day of each calendar month, the estimated amount of loss of oil by fire or leakage from its tanks and pipe lines for the preceding month; but not including leakage or evaporation ordinarily incident to transportation. (b) No risk of fire, storm, flood or act of God, and no risk resulting from riots, insurrection, rebellion, war, or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipe line, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from any such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipe line at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This rule shall not apply if the loss occurs because of negligence of the pipe line.

Rule 20. Printing and Posting -Each pipe line shall have Sections 1 through 19 of this rule printed on its tariff sheets, and shall post the printed sections in a prominent place in its various offices for the inspection of the shipping public. Each pipe line shall post and publish only such rules and regulations as may be adopted by the Commission as general rules or such special rules as may be adopted for any particular field.

SECTION II

RULES AND REGULATIONS

Rule 1. Definitions - "Company" or "Carrier" means and refers to Mobil Pipe Line Company and/or other pipe line companies which may, by proper concurrence, be parties to joint tariffs incorporating these regulations by specific reference.

"Crude Petroleum," as used herein, means either the direct liquid products of oil wells, or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil or gas wells, including gasoline and liquefied petroleum gases, as provided in Rule 3 of this section.

"Indirect Liquid Products" means the liquid products resulting from the refining of crude petroleum, operation of gasoline recovery plants, gas recycling plants, and condensate or distillate recovery equipment in gas or oil fields.

"Direct Products" means the direct liquid products of oil wells.

"Tender" means an offer by a shipper to the Company of a stated quantity of crude petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.

Rule 2. Commodity - The Company is engaged in the transportation of crude petroleum exclusively under this tariff, and therefore will not accept any other commodity for transportation hereunder.

Rule 3. Mixtures - (a) Indirect liquid products will be received for gathering and transportation only on condition that the indirect liquid products shall be mixed in Company's pipelines and/or tanks with direct products, and providing both the indirect liquid products and the direct products are owned by the same shipper or consignee and are consigned to the same destination.

[U] All rates remained unchanged unless otherwise noted.

(b) The indirect liquid products portion of the mixture will be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the shipper, consignee, and destination are the same, and that operating conditions and the Company's facilities permit the indirect liquid products portion to be mixed with the direct products of the same shipper or consignee. The rate to be assessed on each portion of the mixture shall be the rate applicable from the reception point at which each is received.

(c) Indirect liquid products shall not exceed twenty (20) percent by volume of the total mixture of indirect liquid products with direct products, and the vapor pressure of such mixtures shall not exceed the lesser of thirteen (13) pounds per square inch, absolute, at a temperature of one-hundred (100) degrees Fahrenheit, or a true vapor pressure which will not result in Company's noncompliance with applicable Federal, State and local requirements regarding hydrocarbon emissions.

(d) The indirect liquid products portion and the direct products portion of the mixture will be measured and tested separately and must be shown separately on the shipping order and if required on separate shipping orders.

(e) Mixtures will be transported and delivered as crude petroleum. The Company will not receive, transport and deliver unmixed indirect liquid products, except that indirect liquid products will be gathered for subsequent mixing with direct products in accordance with this rule where facilities exist for performing a gathering service for such indirect liquid products.

Rule 4. Destination Facilities - The Company may refuse to accept crude petroleum for transportation unless satisfactory evidence be furnished that the shipper or consignee has provided the necessary facilities for the prompt receiving of said crude petroleum at its destination.

Rule 5. Legality of Shipments - The Company reserves the right to reject any and all crude petroleum tendered 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.

Rule 6. Payment of Transportation and Other Charges - Crude petroleum accepted for gathering and/ or transportation shall be subject to the rates in effect on the date of receipt by Company, irrespective of the date of the tender. The shipper or consignee shall pay Company at the rate specified for transportation and all other lawful charges accruing on crude petroleum tendered and accepted for shipment and, if required, shall pay the same before delivery.

Rule 7. Application of Rates For Intermediate Points - For crude petroleum 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 tariffs will apply from such unnamed point, and the gathering charge at the next more distant point shall apply when gathering service is performed. For crude petroleum 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 tariffs will apply.

Rule 8. Reconsignment - If no out of line or back haul movement or interference with shipping sequence is required, diversion or reconsignment may be made prior to arrival at original destination without charge, subject to the rates, rules and regulations applicable from point of origin to point of final destination.

Rule 9. Transit Privilege - At the request of the shipper or consignee crude petroleum may be stopped in--transit at points on the Company's pipeline for storage, provided:

(a) No backhaul by Company is involved.

(b) Shipper or consignee has provided storage facilities for receiving deliveries at the in-transit point at pressures and volumetric flow levels required by Company.

[U] All rates remained unchanged unless otherwise noted.

(c) Shipper or consignee has provided adequate pumping and other equipment to redeliver the crude petroleum to Company's line at in-transit point at pressure and flow rates established by Company.

(d) Transportation charges based on Company's effective tariff rate from point of origin to the in-transit point shall be collected on all crude petroleum moving under this transit privilege after delivery at the in-transit point.

(e) When the crude petroleum is reshipped from the in-transit point, transportation charges for such additional movement shall be the through rates from point of origin to final destination in effect on the date of the original shipment contained in effective tariffs issued or concurred in by Company, less the amount paid to Company under (d) above.

(f) Shipments placed in in-transit storage will be subject to a charge for stop-over services of one (1) cent per barrel in addition to all other transportation charges. Such charge shall be payable when shipment is reshipped from the in-transit point.

(g) Upon delivery of the crude petroleum into storage tanks at in-transit point, the custody and possession of the crude petroleum shall be that of the shipper or consignee and not that of the Company, and Company shall not be liable for loss and/ or damage to such crude petroleum while in storage.

(h) A complete record shall be kept by shipper at the in-transit point of all shipments to be accorded transit privileges under this Tariff, and such records shall be kept open to inspection by representatives of the Company. Shippers requesting transit privileges shall submit to Company copies of inbound delivery receipts within thirty (30) days of the date of such deliveries.

(i) Shipments forwarded from transit point will be checked against the Company's inbound records, and when all the volume covered by any one delivery receipt is reshipped, such delivery receipt will be cancelled for the purpose of this rule, and further shipments against it will not be permitted.

(j) Shipments must be tendered for reforwarding from the in-transit point within twelve (12) months from date of inbound movement to in-transit point as indicated on the delivery records. If all or any part of a shipment covered by an inbound delivery receipt is not reshipped from the in-transit point within twelve (12) months, such volume will be cancelled for the purpose of this rule.

Rule 10. Transfers within System - Line transfers or ownership transfers of Crude Petroleum in custody of Company within its system from one shipper (transferor) to another shipper (transferee) will be permitted provided:

(a) Each transferor will be charged one-half cent (1/2¢) per barrel for each line transfer or ownership transfer of Crude Petroleum in custody of Company within its system.

(b) All intrasystem transfer requests to Company must be made in accordance with requirements stipulated in Section 11 Rule 12 (Tender Requirements). Both transferor and transferee shall provide written notice to Company containing like data relative to the kind, quantity, source, location, transferor and transferee of the Crude Petroleum and the month during which transfer is to occur. Verbal transfer requests will be recognized provided written confirmation is received by the first day of the month during which ownership transfer is requested.

(c) Any party involved in an intrasystem transfer hereunder shall be subject to any and all applicable provisions or requirements contained in this Rules and Regulations Tariff and supplements hereto,

Rule 11. Liability Fund - In addition to transportation charges and all other lawful charges accruing on crude petroleum tendered for shipment, a per barrel charge will be assessed and collected in the amount of the tax, fee, or other charge levied against Company in connection with such crude petroleum, pursuant to any federal, state or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such crude petroleum within their jurisdiction for the purpose of creating a fund for the prevention, containment, clean up and removal of spills and the reimbursement of persons sustaining loss

[U] All rates remained unchanged unless otherwise noted.

therefrom.

Rule 12. Tender Requirements - Company requires that Tenders for shipment of Crude Petroleum on its pipeline systems be received on or before 4:15 P. M., Central Standard Time or Central Daylight Savings Time, the last working day prior to the 26th day of the month preceding the month during which shipment is requested. Written confirmation of verbal tenders for shipment must be provided by the first of the month during which shipment is requested.

Rule 13. Common Stream Crude Petroleum – Connecting Carriers - When receipts from and/or deliveries to a connecting Carrier of substantially the same grade of Crude Petroleum are scheduled at the same interconnection or at interconnections along the same pipeline system, Carrier reserves the right, with cooperation of the connecting Carrier, to offset like volumes of such common stream Crude Petroleum in order to avoid capacity constraints or 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 Crude Petroleum.

[N] Rule 14. Line Fill and Tank Bottom Inventory - Either prior to or after the acceptance of Crude Petroleum for transportation, Carrier will require each Shipper to provide a pro rata part of the volume of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for efficient operation. Crude Petroleum provided by a Shipper for this purpose may be withdrawn after reasonable written notice of Shipper's intention to discontinue shipment in the system pursuant to Carrier's applicable tariff or tariffs. Carrier may require advance payment of final transportation charges and settlement of any unpaid accounts receivable, before final delivery will be made.

In the event a Shipper's inventory balance drops below its pro rata part of the volume of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the system, then Carrier will require such Shipper to provide the necessary volume to meet its pro rata part of such volume of Crude Petroleum.

In the event that Shipper maintains an inventory balance after Shipper ceases movements on the system or Shipper gives written notice of its intent to cease movements over the system and such Shipper is unable to schedule appropriate shipments to clear the inactive inventory balance, Shipper will be required to settle the inactive inventory balance through Carrier. In the event no such Shipper notice is given, then Carrier may require either an adjustment in Shipper's inventory balance in accordance with the Line Fill and Tank Bottom Inventory provision or settlement of the Shipper's inventory balance at any time after Shipper has ceased making movements over the system for a period of six months. Such settlement will be based upon the fair market value of the Crude Petroleum, as published by Platts, at the time Shipper informs Carrier in writing of its intention to discontinue shipments on the system pursuant to Carrier's applicable tariff or tariffs or if no such written notice is given, then at such time as Carrier calls for the settlement of the Shipper's inventory balance.

Explanation of abbreviations and reference marks

[C] Cancel

[N] New

[W] Change in wording only

[U] Unchanged rate