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Sept 20, 2024

Gas Services Department  
Railroad Commission of Texas

**ORYX MIDLAND OIL GATHERING LLC**  
**PLAINS ORYX PERMIAN BASIN PIPELINE LLC** ♦

CONTAINING RATES, RULES AND REGULATIONS

Applying on the Intrastate Transportation of  
CRUDE PETROLEUM

From and To POINTS IN TEXAS

Governed, except as otherwise provided, by Rules and Regulations published herein ("Rules and Regulations Tariff").

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EFFECTIVE: October 1, 2024

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

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♦ Operated by Plains Pipeline, L.P. under T-4 Permit Nos. 03259, 05587 and P-5 Permit No. 667884.

LIST OF POINTS FROM AND TO WHICH RATES APPLY  
 RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS

FROM POINTS IN TEXAS	TO POINTS IN TEXAS	RATE
Bolt-On Gathering at Munger Station, Martin County	Plains Oryx Permian Basin Pipeline LLC's Spraberry Midland Station, Midland County	[I] 95.17
Mungerville Field at Munger Station, Martin County		[I] 95.17
Joe Mabee Station, Martin County		[I] 95.17
Glass Area, Martin County		[I] 95.17
Scharbauer Mabee Station, Martin County		[I] 98.16
Mabee South Station, Martin County		[I] 98.16
Lowe Area, Andrews and Martin Counties		[I] 86.53
Sands Station (WTI), Dawson County		[I] 95.17
West Joe Mabee Injection, Martin County		[I] 105.16
Curtis Station, Midland County		[I] 47.60

**GATHERING CHARGES:** When gathering service is performed by Carrier at point of origin, the following charges in cents per barrel will be made in addition to the transportation rates named herein:

LOCATION	RATE
Lowe Area – Scharbauer South Central Tank Battery Gathering, Martin County	[I] 99.95
Lowe Area – Scharbauer Ranch Gathering, Martin County	[I] 44.53
Glass Area – Johnson Ranch Gathering, Martin County	[I] 55.58
Glass Area – Schenecker Gathering, Martin County	[I] 53.31
Joe Mabee Station – University Park Gathering, Andrews and Martin Counties	[I] 37.62
Joe Mabee Gathering, Andrews and Martin Counties	[I] 115.10
Joe Mabee Station - University Block 7 EV Leases, Andrews and Martin Counties	[I] 107.24
Joe Mabee Station – Mabee Batteries B, C, and K, Martin County	[I] 107.24
Mungerville Field, Andrews, Gaines, Dawson and Martin Counties	[I] 115.10
Mungerville Field – Mabee 2 and Mabee Battery E, Martin County	[I] 107.24
Mungerville Field – University 7-14 Gathering, Martin County	[I] 20.25
Mungerville Field – University Block 6-6H Gathering, Martin County	[I] 36.45
Bolt-On Gathering at Munger Station, Martin County	[I] 7.09
Sands Gathering WTI, Dawson County	[I] 115.10
Scharb Mabee Gathering, Martin County	[I] 35.05
Mabee South - Mabee K 38-8 and 38-9 Gathering, Martin County	[I] 37.58
Mabee South – All Other Gathering, Martin County	[I] 35.05

**INJECTION FEE:** For Crude Petroleum injected into Carrier's pipeline at Comanche Station, Martin County, Texas, an injection fee of [I] 14.02 cents per barrel will be charged for delivery into Carrier's pipeline.

**UNLOADING CHARGE:** Shipments unloaded from tank truck facilities into Carrier gathering facilities will be subject to the Gathering Charge. There will be no charge for crude oil unloaded from tank truck facilities at Mabee South Station. All other shipments unloaded from tank truck facilities into the mainline facilities of the Carrier will be subject to a charge of [I] 12.99 cents per barrel.

**PUMPING CHARGE:** Where pumping service is performed by Carrier from its facilities at Midland to Plains Oryx Permian Basin LLC's Spraberry Pipeline, a charge of **[1]** 12.99 cents per barrel of 42 U.S. gallons will be made on all Crude Petroleum pumped into the other system, except that there will be no pumpover charge for Crude Petroleum received at South Curtis Ranch-Bolt On Gathering, Mungerville Field – University 7-14 Gathering, Scharbauer Mabee Station or Mabee South Station.

**Exceptions to the Rules and Regulations Tariff:**

**Rule 7:** In lieu of the pipeline loss allowance of two-tenths of one percent set forth in the Rules and Regulations Tariff, the following will apply: There will be no loss allowance for University Comanche Gathering, Martin County or movements from Curtis Station, Martin County to Midland Station, Midland County.

**Rule 11 -** In lieu of the nomination due date contained in Rule 11 of the Rules and Regulations Tariff, the following will apply: nominations to the Carrier shall be made before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the fifteenth (15<sup>th</sup>) of the month preceding the movement, as adjusted for weekends and Carrier Holidays pursuant to Rule 11.

**Note:** The following rules and regulations shall apply to transportation service provided by Carrier except to the extent that such rules and regulations conflict with tariff rules of the Railroad Commission of Texas, which tariff rules are attached as Appendix A.

### **RULES AND REGULATIONS**

Carrier will receive Petroleum for intrastate transportation through its own lines only when destined for further transportation via water or other pipelines, subject to the following conditions:

**1. Definitions.** "ASTM" as used herein means American Society for Testing Materials.

"Barrel" as herein used means 42 United States gallons at 60° Fahrenheit and zero gauge pressure.

"Business Day" as herein used means a day of the year, excluding all weekends and Carrier Holidays, when Carrier's office is open during normal business hours.

"Carrier" as herein used means Oryx Midland Oil Gathering LLC.

"Carrier Holiday" as herein used means a day on which Carrier's office is closed for business.

"ENom System" as herein used means Electronic Nomination System. The ENom System is a computerized information system that enables Shippers to nominate the movement of Crude Petroleum on Carrier's System. Shippers can access the ENom System on Carrier's website at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs/enom-portal>.

"Petroleum" or "Crude Petroleum" as herein used means direct products, or a mixture of direct products with indirect products, as defined and provided in Rule 3.

"Shipper" as herein used means any party tendering and thereafter actually delivering Petroleum for transportation by Carrier in accordance with the terms of this tariff.

"Shipper Application System" as herein used means a secure computerized information system that enables Shippers to submit a shipper application and requested information to Carrier electronically. Shippers can access the Shipper Application System on Carrier's website at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs>.

"Sour Petroleum" as herein used means Petroleum containing greater than 0.50 per cent sulfur as indicated by laboratory analysis using ASTM Method ASTM D-4294.

"Sweet Petroleum" as herein used means Petroleum containing 0.50 per cent or less sulfur as indicated by laboratory analysis using ASTM Method ASTM D-4294.

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

"Transferor" as used herein means the entity transferring volumes pursuant to an intrasystem transfer of title to Crude Petroleum as described in Rule 23 to these rules and regulations, INTRASYSTEM TRANSFERS.

"Transferee" as used herein means the entity accepting volumes pursuant to an intrasystem transfer of title to Crude Petroleum as described in Rule 23 to these rules and regulations, INTRASYSTEM TRANSFERS.

"Vapor Pressure" as herein used means Vapor Pressure at 100° Fahrenheit as determined by ASTM Method D-323-90, "Standard Method of Test for Vapor Pressure of Petroleum Products (Reid Method)."

**2. Commodity.** Carrier will transport Petroleum as defined in Rule 1, exclusively, and will not accept any other commodity for transportation.

**3. Mixtures.** The indirect liquid products of oil or gas wells resulting from the operation of gasoline recovery plants, gas recycling plants, or condensate or distillate recovery equipment in gas or oil fields, herein referred to as indirect products, will be accepted and transported as a mixture with the direct liquid products of oil wells, herein referred to as direct products, providing the vapor pressure of the resulting mixture does not exceed that permitted by Carrier's facilities and operating conditions.

The indirect 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 Carrier's facilities permit the indirect 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.

The direct and indirect products will be measured and tested separately for determining volumes received. Each such measurement will be made in accordance with Rule 7.

Mixtures will be transported and delivered as Petroleum only. Nothing in this rule is to be construed to waive provisions of Rule 5 of this tariff or to require the Carrier to receive, transport, and deliver unmixed indirect products. However, unmixed indirect products may be transported for subsequent mixing with direct products in accordance with this rule where facilities exist and operations permit transporting such indirect products.

**4. Specifications.** Shipper shall not deliver to Carrier and Carrier shall not be obligated to accept Petroleum for transportation except good merchantable petroleum of (1) the gravity of 20° A.P.I. (American Petroleum Institute) or higher which is properly settled and contains not more than one percent of basic sediment, water, and other impurities, (2) has a temperature not in excess of 120° Fahrenheit, (3) contains less than one part per million of organic chlorides (total sample), (4) has a Reid Vapor Pressure of no more than 8.6 , (5) Crude Petroleum exceeding 100 parts per million (ppm) hydrogen sulfide (H2S) in vapor phase, using the applicable test method; and, (6) Crude Petroleum exceeding 75 ppm mercaptans, using UOP 163 methodology. If Petroleum is accepted from tankage, settled bottoms in such tanks must not be above a point that is four inches below the bottom of the pipeline connection with the tank from which it enters Carrier's facilities. No Petroleum will be accepted unless its gravity, viscosity, and other characteristics are such that it will be readily susceptible of transportation through the Carrier's existing facilities, and it will not materially affect the quality of other shipments or cause disadvantage to other Shippers or the Carrier. In lieu of any other remedies available to Carrier, if Crude Petroleum received by Carrier into Carrier's system does not meet the mercaptan limitation set forth herein, Carrier reserves the right to assess a **[U]** 50.0 cents per Barrel fee on each Barrel that fails to meet the mercaptan specification to treat and handle the transportation of the Crude Petroleum.

Crude Petroleum accepted by Carrier for transportation and destined for delivery to connecting carriers' Domestic Sweet common streams must meet the specifications set forth below:

Common Stream	API Gravity	Sulfur Content Maximum Percent By Weight
Domestic Sweet	37 – 42 degrees	0.40

No Petroleum will be accepted for transportation unless distillation of any stream sample taken downstream from the sample point or from tankage has an IBP (Initial Boiling Point) of at least 100° Fahrenheit and at least 80% of the volume of the sample has been distilled when the temperature of the sample reaches 700° Fahrenheit using ASTM.

To establish a base line for understanding the nature of Petroleum being carried in Carrier's facilities, each Shipper, by January 1, 1995, shall provide Carrier with a suitable assay of the Petroleum typically tendered for transportation by such Shipper at each origin point on Carrier's facilities. Each Shipper so providing an assay is obligated to notify Carrier and provide a suitable assay whenever such Shipper's typical Petroleum at an origin point changes. Before any Petroleum is accepted for transportation through Carrier's facilities from any producing reservoir or processing plant from which Petroleum has not previously been accepted for transportation by Carrier, Carrier may require Shipper tendering such Petroleum to give Carrier written notice thereof at least 30 days in advance of such proposed shipment. Such notice shall include a suitable assay of the tendered Petroleum.

**5. Shipments, Maintenance of Identify.** Petroleum will be accepted for transportation only on condition that it may be subject to such changes in gravity or quality while in transit as would result from its mixture with other Petroleum in the pipelines or tanks of the Carrier. Carrier shall be under no obligation to deliver the identical Petroleum received but may make delivery out of common stock or out of Carrier's pipeline stream of substantially like Petroleum.

**6. Title.** Carrier shall have the right to reject any Petroleum, when tendered for transportation, which may be involved in litigation, or the title to which may be in dispute, or which may be encumbered by lien or charge of any kind, and it may require of Shipper satisfactory evidence of Shipper's perfect and unencumbered title or satisfactory indemnity bond to protect Carrier. By tendering Petroleum, Shipper warrants and guarantees that Shipper has good title thereto and agrees to hold Carrier harmless from any and all loss, cost, liability, damage and/or expense resulting from failure of title thereto; provided, that acceptance for transportation shall not be deemed a representation by Carrier as to title.

**7. Gauging, Testing and Volume Corrections.** Petroleum shipped hereunder must be measured and tested by representatives of Carrier or by automatic equipment approved by Carrier. Quantities will be determined from correctly compiled tank table or Carrier-approved automatic equipment and adjusted to the temperature of 60° Fahrenheit. Where measurement is made by meter, a further correction will be made for pressure in accordance with A.P.I. (American Petroleum Institute) Standard 1101 - Measurement of Petroleum Liquid Hydrocarbons by Pipeline Displacement Meters. Deductions will be made for the actual amount of suspended basic sediment, water, and other impurities as ascertained by centrifuge or other tests, if other tests are agreed upon. Petroleum will not be accepted from pressurized vessels.

Carrier shall deduct a percentage of the volume of all Petroleum the gravity of which equals or exceeds 54 degrees API in accordance with the following table:

<u>Degrees API Gravity</u>	<u>Percentage Deduction</u>
20 to 54.9	None
55 to 60.9	1
61 to 75.9	2
76 and above	3

From the net quantities so determined for acceptance, a further deduction of two-tenths of one percent will be made to cover evaporation and loss during trunkline transportation ("Allowance Oil"), and the balance will be the net quantities deliverable.

**8. Destination Facilities Required.** Carrier will accept Petroleum for transportation only when Shipper has provided the necessary facilities for receiving such Petroleum as it arrives at destination.

**9. Origin Facilities Required for Automatic Custody Transfer.** Where Shipper elects to deliver Petroleum to Carrier at point of origin through automatic custody transfer facilities (in lieu of tankage), Shipper shall furnish the required automatic measuring and sampling facilities, and the design, construction, and calibration of such facilities must be approved by Carrier and any appropriate regulatory body. In the event automatic custody transfer is made by meters, Shipper shall also furnish whatever pumping service is necessary to ensure that the Petroleum being delivered to the meter is at a pressure in excess of the bubble point of the liquid.

**10. Application of Rates and Charges.** Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Petroleum by Carrier. Trunkline transportation and all other lawful charges will be collected on the basis of the net quantities of Petroleum delivered to Shipper at destination. All net quantities will be determined in the manner provided in Rule 7.

**11. Notice of Arrival, Delivery at Destination.** The obligation of Carrier is to deliver at destination the quantity of Petroleum to be transported, less deductions, and such delivery may be made upon 24 hours' notice to Shipper, who shall accept and receive said Petroleum from Carrier with all possible dispatch into the tanks or receptacles to be provided by Shipper.

If Shipper is unable or refuses to receive Petroleum as it arrives at destination, Carrier reserves the right to make whatever arrangements for disposition of the Petroleum it deems appropriate in order to clear its pipeline. Any expenses incurred by Carrier in making such arrangements shall be borne by Shipper.

Unless otherwise stated on a tariff making reference to these rules and regulations, Nominations for the transportation of Crude Petroleum for which Carrier has facilities will be accepted into Carrier's System under these rules and regulations in quantities of fifty thousand (50,000) Barrels or greater. Quantities of less than fifty thousand (50,000) Barrels may be accepted by Carrier for transportation if operating conditions permit and if such Crude Petroleum is of like quality and characteristics of that currently being transported, all at Carrier's sole discretion. Carrier will not be obligated to make any single delivery of less than fifty thousand (50,000) Barrels, unless Carrier's operations dictate otherwise. The term "single delivery" as used herein means a delivery of Crude Petroleum in one continuous operation to one or more Consignees into a single facility, furnished by such Consignee or Consignees, to which Carrier is connected.

Crude Petroleum will be transported only under a Nomination accepted by the Carrier from origins (or facilities connected to Carrier's gathering System when gathering service is to be performed by the Carrier) to destinations when a tariff covering the movement is lawfully in effect and on file with the FERC as to interstate traffic and with the appropriate state commission covering intrastate traffic.

Any Shipper desiring to tender Crude Petroleum for transportation shall make a Nomination to the Carrier before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the twenty-fifth (25<sup>th</sup>) of the month preceding the movement. When the twenty-fifth (25<sup>th</sup>) of the month falls on a weekend, Nominations will be required prior to 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the preceding Business Day. When the twenty-fifth (25<sup>th</sup>) of the month falls on a Carrier Holiday, Nominations will be required prior to 12:00 NOON Central Standard Time/Central Daylight Saving Time, whichever is applicable, three (3) Business Days prior to the Carrier Holiday. The Nomination must be submitted via Carrier's ENom System. Unless such notification is made, the Carrier will be under no obligation to accept Crude Petroleum for transportation. Carrier's monthly nomination schedule will be posted on Carrier's website on or before January 15 of each year. Shippers can access Carrier's monthly nomination schedule on Carrier's website at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs/enom-portal>.

**12. Apportionment When Tenders Are In Excess of Facilities.** When there shall be tendered to Carrier, for transportation, more Crude Petroleum than can be immediately transported, the transportation furnished by Carrier shall be apportioned among Shippers as provided in Carrier's Pipeline Proration Procedures. Carrier's Pipeline Proration Procedures dated November 1, 2022 are available on Carrier's internet site at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs> or on request.

**13. Payment of Transportation and Other Charges.** Shipper shall pay all applicable transportation and other lawful charges accruing on Petroleum delivered to and accepted by Carrier for shipment, and if required shall pay or furnish guaranty of payment of same satisfactory to Carrier before acceptance of shipment. Carrier shall have a lien on all Petroleum delivered for transportation by Shipper to secure the payment of any and all unpaid transportation and other charges that are due to Carrier from Shipper, and may withhold Petroleum from delivery until all unpaid charges shall have been paid. Such lien shall extend to all Crude Petroleum, including Shipper's linefill, in Carrier's possession beginning with Shipper's first receipt of transportation or other services from Carrier. Shipper agrees to execute such additional documents as may be reasonably necessary to perfect or evidence such lien. If a bill of lading is required under applicable law for such a lien to arise, acceptance of the Nomination will be deemed to be the bill of lading for all Crude Petroleum, including Shipper's line fill, subject to such Nomination. The lien provided herein shall be in addition to any lien or security interest provided by this tariff or applicable law.

If such charges remain unpaid 10 days after the date of Carrier's invoice, such amounts shall, from the date of delivery until paid, bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest as of the date of delivery charged by Citibank N.A. of New York, New York, on 90 day loans to substantial and responsible commercial borrowers.

If such charges remain unpaid five days after notice and demand therefor, in addition to any other rights Carrier has under this tariff or existing law, Carrier shall also have the right to (i) refuse to provide Shipper access to Carrier's system or provides services pursuant to this Tariff, and/or (ii) Carrier, or its representatives, shall have the right to sell such Petroleum at public auction at the office of Carrier in Houston, Texas, on any day not a legal holiday, and not less than 48 hours after notice stating the time and place of such sale and the quantity, general description, and location of the Petroleum to be sold has been published in a daily newspaper of general circulation published in the city where the

sale is to be held, and notice sent by telegraph to Shipper. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of such sale, Carrier may pay itself all transportation and other lawful charges, and all expenses incident to the sale, and the balance shall be held for whosoever may be lawfully entitled thereto.

**14. Liability of Carrier.** Carrier shall not be liable for any loss, damage, or delay of Petroleum in its possession, except to the extent that liability therefor is imposed on Carrier by law. In case of loss of Petroleum for which Carrier is not responsible, Shipper shall bear the loss. Where such loss occurs in a tank containing Petroleum which is the property of more than one Shipper, or in a line to a segregated batch of Petroleum which is the property of more than one Shipper, each Shipper shall bear the loss in such proportion as its total volume in said tank or batch bears to the total volume in said tank or batch.

**15. Claims, Suits, and Time for Filing.** As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine months after delivery of the Petroleum, or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits arising out of such claims shall be instituted against Carrier only within two years from the time when Carrier delivers, or tenders delivery of, the Petroleum or, in case of failure to make or tender delivery, then within two years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

**16. Receipts From Tank Truck Facilities.** Carrier will undertake to receive Petroleum from tank truck facilities, provided all required racks and other special facilities at Carrier's points of origin are furnished by Shipper. Due to the nature of Carrier's operations, Carrier reserves the right to designate the particular points of origin where such facilities may be located and the periods of time when such service will be performed. An additional charge will be made for such service.

**17. Duty of Carrier.** Carrier shall not be required to transport Petroleum except with reasonable diligence, considering the quantity of Petroleum, the distance of transportation, the safety of operation, and other material factors.

**18. Application of Rates from and to Unnamed Points.** For a shipment accepted for transportation from any point on Carrier's facilities not named in this tariff and intermediate to a point from which rates are published through such unnamed point, Carrier will apply from such unnamed point the rate published from the next more distant point specified in the tariff. For a shipment accepted for transportation to any point on Carrier's facilities not named in this tariff and intermediate to a point to which rates are published, Carrier will apply to such unnamed point the rate published to the next more distant point specified in the tariff.

**19. Diversion.** Change in destination or routing will be permitted without additional charge, on written request from Shipper, provided an applicable tariff is in effect for any requested destination or routing, and provided that no back-haul is required.

**20. Additives.** Carrier reserves the right to inject and to approve or reject the injection of corrosion inhibitors, viscosity or pour point suppressants or other such additives in Petroleum to be transported.

**21. Petroleum Fill Requirements.** Carrier will require Shipper to supply its pro rata share of Petroleum to fill Carrier's facilities.

**22. Evidence of Receipts and Deliveries.** Petroleum received from or delivered to Shipper shall, in each instance, be documented by tickets showing volumes, temperature, basic sediment and water, and any other data essential to the determination of quantity and quality. Unless waived, such tickets shall be jointly signed by representatives of Carrier and Shipper, as appropriate, and shall be conclusive evidence of the Petroleum received or of the Petroleum delivered, as the case may be. Failure of Shipper to have a representative present shall constitute a waiver, and Shipper shall be bound by the information and data on such tickets.

**23. Intrasystem Transfers.** An intrasystem transfer of title to Crude Petroleum may be allowed on Carrier's System for a fee of [I] 0.75 cent per Barrel charged to the Transferor; provided, however, that no transfer fee shall be assessed to the Transferor if the Transferor pays the transportation and/or other charges to the specified transport point for the barrel and, at the time of nomination, consigns the barrel to the Transferee at the transfer point. The transfer point must be a location listed in the tariff. The Transferee accepting volumes on an intrasystem transfer shall be responsible for payment of transportation charges of those volumes from the transfer point to destination.



Carrier shall not be obligated to recognize any intrasystem transfer and shall incur no liability with respect thereto or for any losses or damages accruing to any party involved in an intrasystem transfer. All intrasystem transfer requests must be submitted in a nomination to Carrier, made in accordance with requirements stipulated in Rule 11, Notice of Arrival, Delivery at Destination, of these Rules and Regulations. In addition, the Transferor and Transferee, upon the request of Carrier and at Carrier's option, shall provide financial assurances to Carrier pursuant to Rule 13, Payment of Transportation and Other Charges, contained herein.

#### **24. Required Shipper Information and Financial Assurances**

**(a)** All (i) existing Shippers who have not submitted a nomination for a line segment to Carrier in the prior twelve (12) Months and (ii) prospective Shippers shall provide to the Carrier, at least ten (10) Business Days prior to the Nomination due date stated in Rule 11 contained herein or a tariff making reference to these rules and regulations, a shipper application and information ("Shipper Information") that will allow the Carrier to (i) determine the Shipper's capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff and (ii) to complete administrative requirements for establishing the Shipper in Carrier's ENom System. The Shipper Information must be submitted to Carrier via Carrier's Shipper Application System.

At any time, upon the request of the Carrier, on a non-discriminatory basis, any prospective or existing Shipper shall provide Carrier with information that Carrier may request to allow the Carrier to enforce the terms of this tariff. Such information must be provided within five (5) Business Days of such request and may include, but is not limited to, the legal business name and the registered business address of the Shipper or prospective Shipper and any Affiliates of the Shipper or prospective Shipper.

The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper (i) if the Shipper or prospective Shipper fails to provide the requested information to the Carrier in accordance with this Rule 24(a) within the time periods set forth herein; (ii) if the Carrier reasonably determines that any of the information provided is false; or, (iii) if the Carrier's review of the requested information reveals that the existing or prospective Shipper may not have the capacity to perform the financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff, including but not limited to the payment of transportation charges and the reasonably determined value of the Allowance Oil and negative Shipper's balance positions.

**(b)** Subject to the provisions of paragraph (c) below, the Carrier upon notice to the prospective or existing Shipper, may require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier to be provided at the expense of the Shipper:

1. prepayment;
2. a letter of credit in favor of Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier in a form and from an institution acceptable to Carrier;
3. a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to Carrier; or
4. such other enforceable collateral security including but not limited to security agreements over assets of the Shipper, in a form acceptable to the Carrier, collectively "the Financial Assurances".

**(c)** In the event that the Carrier reasonably determines that:

1. the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
2. any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of the Shipper's obligations that could arise from the transportation of its Crude Petroleum under the terms of this tariff; or
3. the Carrier otherwise determines that it is necessary to obtain Financial Assurances from the Shipper,

then the Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum by the Carrier.

For the purpose of this tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum, those charges and costs shall include but are not limited to transportation charges, negative Shipper's balance positions and the Allowance Oil. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier.

#### **25. Released Capacity**

From time to time, Carrier may lease certain unused capacity on its System to another carrier. Lessee may choose in an applicable transportation month to release all or a portion of such leased capacity, at its discretion, to Carrier to allow Carrier to fulfill any unmet Nominations for service on its System (the "Released Capacity"). Carrier shall allocate Released Capacity among Shippers in accordance with the terms of Rule 12. Any Released Capacity that was provided to Carrier by lessee in a month shall automatically revert back to lessee at the end of such transportation month and shall only become available for Carrier's use in a subsequent transportation month in accordance with the provisions of this Rule 25.

#### **26. Transfer of Shipment History**

Except as provided in this Rule 26, Shipper's history of shipments on the System may not be assigned, conveyed, loaned, or transferred to or used in any manner by another Shipper. Upon thirty (30) days' written notice to Carrier ("Transfer Request"), a Regular Shipper ("Transferor") may transfer its history of shipments on the System in the period of 13 months beginning 13 months prior to the effective date of the transfer ("Shipment History"), or a portion thereof, to a third party (the "Transferee"). Transferee must be a Shipper on Carrier's system. The Transfer Request must be in writing and must contain, at a minimum, the following information:

- (a) The names and contact information of Transferor and Transferee.
- (b) The portion of Transferor's Shipment History to be transferred to Transferee ("Transfer Volume").
- (c) The effective date of the transfer of such Transfer Volume. The effective date must be the first day of a calendar month, cannot be a date in the past, and shall not be less than thirty (30) days from the date Transferor provides Carrier with the Transfer Request.

Carrier, after receipt of the Transfer Request, will send notification via electronic mail or other appropriate method as selected by Carrier to Transferor and Transferee of (1) the Transfer Volume, which may be subject to prior period adjustments; and (2) to Transferor, the remaining Shipment History of Transferor; and (3) to Transferee, the new Shipment History of Transferee. If either Transferor or Transferee does not submit a revised Transfer Volume within twenty-four (24) hours of its receipt of such notification, the transfer of the Transfer Volume will be finalized. Once the transfer is finalized, Carrier shall be entitled to fully rely on, conform its records to, and allocate System capacity in accordance with the transfer. Any finalized transfer of the Transfer Volume shall be irrevocable. The Transfer Volume may not be transferred more than once in any twelve (12)-month period, except by a Shipper that has a currently-effective volume commitment and/or transportation services agreement with Carrier in accordance with its applicable agreement or as an incident of the bona fide sale of all or substantially all of the Transferor's business or to a successor to the Transferor's business, or by the operation of law (such as by an executor or trustee in bankruptcy).

Carrier shall have the right to reject any request for transfer of shipment history under this Rule 26 if the Transferor or Transferee is not in compliance with the provisions of this Tariff at the time of the request. Transferor shall remain solely liable to Carrier for all fees and other charges Transferor has accrued under this Tariff and any other transportation agreement with Carrier prior to the transfer effective date. A transfer of Shipment History does not relieve the Transferor of any financial obligations.

**Appendix A**

## Rules of the Railroad Commission of Texas

Every person owning, operating, or managing any pipeline, or any part of any pipeline, for the gathering, receiving, loading, transporting, storing, or delivering of crude petroleum as a common carrier shall be subject to and governed by the following provisions. Common carriers specified in this section shall be referred to as "pipelines," and the owners or shippers of crude petroleum by pipelines shall be referred to as "shippers."

**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 2.0% of basic sediment, water, or other impurities above a point six inches below the pipeline connection with the tank. Pipelines shall receive for transportation all such "marketable oil" tendered; but no pipeline shall be required to receive for shipment from any one person an amount exceeding 3,000 barrels of petroleum in any one 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 pipeline, then it shall be transported under such terms as the shipper and the owner of the pipeline may agree or the commission may require.

**2. Basic sediment, how determined--temperature.** In determining the amount of sediment, water, or other impurities, a pipeline is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipeline 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 pipeline 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 90 degrees Fahrenheit, 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 pipeline has to test before receiving from the shipper.

**3. "Barrel" defined.** For the purpose of these sections, a "barrel" of crude petroleum is declared to be 42 gallons of 231 cubic inches per gallon at 60 degrees Fahrenheit.

**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 pipeline may require of shippers an indemnity bond to protect it against all loss.

**5. Storage.** Each pipeline 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 days from the date of order of delivery at destination.

**6. Identity of oil, maintenance of oil.** A pipeline 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 pipeline 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.

**7. Minimum quantity to be received.** A pipeline shall not be required to receive less than one tank car-load of oil when oil is offered for loading into tank cars at destination of the pipeline. When oil is offered for transportation for other than tank car delivery, a pipeline shall not be required to receive less than 500 barrels.

**8. Gathering charges.** Tariffs to be filed by a pipeline shall specify separately the charges for gathering of the oil, for transportation, and for delivery.

**9. Measuring, testing, and deductions (reference Special Order Number 20-63,098 effective June 18, 1973).**

- A. Except as provided in subparagraph (B) of this paragraph, all crude oil tendered to a pipeline 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 or testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks.

- B. As an alternative to the method of measurement provided in subparagraph (A) of this paragraph, crude oil and condensate may be measured and tested, before transfer of custody to the initial transporter, by:
- (i) lease automatic custody transfer (LACT) equipment, provided such equipment is installed and operated in accordance with the latest revision of American Petroleum Institute (API) Manual of Petroleum Measurement Standards, Chapter 6.1, or;
  - (ii) any device or method, approved by the commission or its delegate, which yields accurate measurements of crude oil or condensate.
- C. Adjustments to the quantities determined by the methods described in subparagraphs (A) or (B) of this paragraph shall be made for temperature from the nearest whole number degree to the basis of 60 degrees Fahrenheit 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 01250, 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 by the shipper and pipeline; and 1.0% for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipeline. In allowing the deductions, it is not the intention of the commission to affect any tax or royalty obligations imposed by the laws of Texas on any producer or shipper of crude oil.

A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

**10. Delivery and demurrage.** Each pipeline 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 24 hours' notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to paragraph (6) of this section, at a rate not exceeding 10,000 barrels per day of 24 hours. Computation of time of storage (as provided for in paragraph (5) of this section) shall begin at the expiration of such notice. At the expiration of the time allowed in paragraph (5) of this section for storage at destination, a pipeline may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first 10 days of \$.001 per barrel; and thereafter at a rate of \$.0075 per barrel, for each day of 24 hours or fractional part thereof.

**11. Unpaid charges, lien for and sale to cover.** A pipeline 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 days after notice of readiness to deliver, the pipeline may sell the oil at public auction at the general office of the pipeline on any day not a legal holiday. The date for the sale shall be not less than 48 hours after publication of notice in a daily newspaper of general circulation published in the city where the general office of the pipeline 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 pipeline 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.

**12. Notice of claim.** Notice of claims for loss, damage, or delay in connection with the shipment of oil must be made in writing to the pipeline within 91 days after the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within 91 days after a reasonable time for delivery has elapsed.

**13. Telephone-telegraph line--shipper to use.** If a pipeline maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipeline 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.

**14. Contracts of transportation.** When a consignment of oil is accepted, the pipeline 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.

**15. Shipper's tanks, etc.--inspection.** When a shipment of oil has been offered for transportation the pipeline 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 section.

**16. Offers in excess of facilities.** If oil is offered to any pipeline for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipeline 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 pipeline. The pipeline 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 apportionate.

**17. Interchange of tonnage.** Pipelines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipelines, when the commission finds that a necessity exists for connection, and under such regulations as said commission may determine in each case.

**18. Receipt and delivery--necessary facilities for.** Each pipeline 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.

**19. Reports of loss from fires, lightning, and leakage.**

- A. Each pipeline shall immediately notify the commission district office, electronically or by telephone, of each fire that occurs at any oil tank owned or controlled by the pipeline, or of any tank struck by lightning. Each pipeline shall in like manner report each break or leak in any of its tanks or pipelines from which more than five barrels escape. Each pipeline shall file the required information with the commission in accordance with the appropriate commission form within 30 days from the date of the spill or leak.
- 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 pipeline, 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 pipeline 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 section shall not apply if the loss occurs because of negligence of the pipeline.
- C. Common carrier pipelines shall mail (return receipt requested) or hand deliver to landowners (persons who have legal title to the property in question) and residents (persons whose mailing address is the property in question) of land upon which a spill or leak has occurred, all spill or leak reports required by the commission for that particular spill or leak within 30 days of filing the required reports with the commission. Registration with the commission by landowners and residents for the purpose of receiving spill or leak reports shall be required every five years, with renewal registration starting January 1, 1999. If a landowner or resident is not registered with the commission, the common carrier is not required to furnish such reports to the resident or landowner.

**Explanation of Reference Marks:**

- [I] Increase
- [U] Unchanged rate
- [W] Wording change