

[N] Cancellation Notice
PLAINS PIPELINE, L.P.

LOCAL PIPELINE TARIFF

CONTAINING RULES AND REGULATIONS
GOVERNING THE INTRASTATE TRANSPORTATION OF
CRUDE PETROLEUM

GENERAL APPLICATION

This tariff shall apply only to those tariffs that specifically incorporate this tariff, supplements to this tariff and successive issues hereof, by reference.

EFFECTIVE: January 1, 2013

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EXPLANATION OF REFERENCE MARKS:

[N] New
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NOV 28 2012

**PIPELINE SAFETY DIVISION
AUSTIN, TEXAS**

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.

"Carrier" as herein used means Plains Pipeline, L.P.

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

"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.

"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 Item 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 Item 7.

Mixtures will be transported and delivered as Petroleum only. Nothing in this rule is to be construed to waive provisions of Item 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. No Petroleum will be accepted for transportation except good merchantable petroleum of 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, has a temperature not in excess of 120° Fahrenheit, contains less than one part per million of organic chlorides (total sample) and has a Reid Vapor Pressure of no more than 8.6. If Petroleum is accepted from tankage, settled bottoms in such tanks must not be above a point 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.

Crude Petroleum accepted by Carrier for transportation and destined for delivery to Basin Pipeline's Domestic Sweet and Super Sweet common streams must meet Basin Pipeline's specifications set forth below:

Common Stream	API Gravity	Sulfur Content Maximum Percent By Weight
Domestic Sweet	37 – 42 degrees	0.40
Super Sweet	38 – 45 degrees	0.35

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 46 degrees API in accordance with the following table:

Degrees API Gravity	Percentage Deduction
20 to 45	None
46 to 54	1
55 to 60	2
61 to 75	3
76 and above	4

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, 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 Item 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.

Any Shipper desiring to tender Crude Petroleum for transportation shall make a Nomination to the Carrier in writing before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the twenty-fifth (25th) of the month preceding the movement. When the twenty-fifth (25th) 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 workday. When the twenty-fifth (25th) of the month falls on a holiday, nominations will be required prior to 12:00 NOON Central Standard Time/Central Daylight Saving Time, whichever is applicable, two (2) workdays prior to the holiday.

Unless such notification is made, the Carrier will be under no obligation to accept Crude Petroleum for transportation.

12. Apportionment When Tenders Are In Excess of Facilities. When there shall be tendered to Carrier for transportation more Petroleum than can be currently transported, the transportation furnished by Carrier shall be apportioned among all Shippers equitably.

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.

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, 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. Intrasystem transfers will be allowed at a fee of [C] ~~two hundred dollars (\$200.00)~~ to be charged to the transferee. The last party accepting volumes on an intrasystem transfer shall be the shipper of record. 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. A transfer request, if recognized, shall be confirmed by fax in writing by both the transferor and the transferee within forty-eight (48) hours after the transfer request. Such transfer request shall indicate the party to which the transfer is to be made, the amount of crude oil to be transferred, and its location and grade.