

**Cancellation Notice**

**PLAINS PIPELINE, L.P.**

**LOCAL AND PROPORTIONAL TARIFF**

**APPLYING ON THE TRANSPORTATION OF**

**CRUDE PETROLEUM**

RECEIVED  
RRC OF TEXAS

JUN 29 2011

SAFETY DIVISION  
AUSTIN, TEXAS

Governed, except as otherwise provided herein, by rules and regulations published in Plains Pipeline, L.P. Texas R.R.C. No. 70, supplements thereto and reissues thereof.

(Rates in cents per barrel of 42 United States Gallons each)

ROUTE NO.	ORIGIN POINT IN TEXAS	DESTINATION POINT IN TEXAS	CONTRACT RATE
01	Hendrick/Wink, Winkler County	Shamrock PL, Wichita Falls Wichita County	[C] 33.91
02	Midland, Midland County		

In addition to rules and regulations stated above, the applicable option associated with the rule will apply:  
Rule 9. Gauging, Testing and Deductions: Option 1 – Loss allowance of 0.2%

CONTRACT TERMS: See Page 2

ALL RATES AND ROUTING HEREIN HAVE BEEN BROUGHT FORWARD UNCHANGED, EXCEPT FOR MINOR CHANGES IN WORDING INDICATED HEREIN, FROM ALL AMERICAN PIPELINE, L.P.'S TEXAS R.R.C. NO. 77.

**EFFECTIVE: July 1, 2011**

ISSUED BY: Harry N. Pefanis, President  
Plains Marketing GP, Inc.  
General Partner of  
Plains Pipeline, L.P.  
P.O. Box 4648  
Houston, Texas 77210-4648

COMPILED BY: [W] Teresa Bratcher  
[W] Tariff Manager  
Plains Marketing GP, Inc.  
General Partner of  
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**CONTRACT TERMS:**

1. The contract rates shown herein are available to any Shipper who executes a contract guaranteeing to ship a minimum combined average of 15,000 BPD each month on Plains Pipeline, L.P.'s Basin System space from either Hendrick/Wink or Midland to Shamrock PL at Wichita Falls for a period of one year. Shipper's Volume Commitment (in barrels) for a month shall be determined by multiplying 15,000 by the number of days in the month.
2. If Shipper's actual deliveries to Shamrock PL at Wichita Falls during a month are less than Shipper's Volume Commitment for that month, then Shipper's Volume Deficiency (in barrels) for that month is the difference between Shipper's Volume Commitment for that month and Shipper's actual deliveries to Shamrock PL at Wichita Falls. Except that, if a Volume Deficiency occurs wholly or partly because of circumstances beyond the reasonable control of Shipper, then Shipper's Volume Deficiency shall be reduced to the extent that Shipper's deliveries to Shamrock PL at Wichita Falls were affected by such circumstances.
3. Shipper agrees to pay Plains Pipeline, L.P.'s (upon invoice) for any Volume Deficiency, such payment to be determined by multiplying the Volume Deficiency (in barrels) by [C] 33.91 cents per barrel.
4. A payment for a Volume Deficiency shall be treated as prepaid transportation, useable in future months by Shipper as a credit against payment for shipments under this tariff, but only to the extent that Shipper's deliveries under this tariff exceed its Volume Commitment for that month.
5. At the end of the 1-year contract period, Shipper may carry forward, to a new contract, any remaining prepaid transportation or may use such prepaid transportation for shipments to Shamrock PL at Wichita Falls under Plains Pipeline, L.P.'s tariff Texas R.R.C. No. 90, supplements thereto and reissues thereof; in either case, such prepaid transportation must be used within six calendar months following the end of the initial 1-year contract period or shall be forfeited.

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**EXPLANATION OF REFERENCE MARKS:**

BPD	Barrels Per Day
[C]	Canceled
[W]	Change in wording only