

Operator: Frontier Energy Services, LLC
P-5 ID No. 287167
T-4 Permit No. 09556

Pipeline Tariff No. 2.2
Cancels Pipeline Tariff No. 2.1

Alpha Crude Connector, LLC

RAILROAD COMMISSION OF TEXAS (R.R.C.) LOCAL PIPELINE TARIFF NO. 2.1

Containing

Rates And Charges

RECEIVED
R.R.C. OF TEXAS

OCT 04 2016

GAS SERVICES DIVISION
AUSTIN, TEXAS

Governing the Intrastate Transportation by Pipeline of

CRUDE PETROLEUM

From and To Points Named Herein

Rates herein are governed by Rules and Regulations published in Alpha Crude Connector, LLC Texas R.R.C. No. 1.1 or successive issues thereof.

The rates named in this tariff are expressed in cents per Barrel of 42 U.S. Gallons and are subject to change as provided by law.

The matter published herein will have no adverse effect on the quality of the human environment.

ISSUED: October 4, 2016

EFFECTIVE: October 15, 2016

Issued by:

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EXPLANATION OF REFERENCE MARKS:

[N] New
[U] Unchanged rate
[W] Word change

Rates and Charges

Segment 3

Receipt Point	Delivery Point	Rate (per Barrel)
Each Tank Battery and/or other point of connection located in Loving and Winkler Counties, Texas at which Carrier is physically able to receive crude petroleum into Segment 3 of Carrier's system, all of which are identified on the Schedule of Receipt Points posted on Carrier's website at www.frontierenergyllc.com , as such schedule may be amended from time to time.	Interconnect between Segment 3 and Segment 2 of Carrier's System in Winkler County, Texas.	[U] All Committed Shippers: \$1.00 [U] All Uncommitted Shippers: \$1.08

Segment 2

Receipt Points ¹	Delivery Points ¹	Rate (per Barrel)
Interconnect between Segment 3 of Carrier's System and Segment 2 of Carrier's System, Interconnect between Genesis Rail Services, LLC's facilities and Segment 2 of Carrier's System and Interconnect between Western Refining Pipeline's facilities and Segment 2 of Carrier's System, in each case located in Winkler County, Texas, as identified on the Schedule of Receipt Points posted on Carrier's website at www.frontierenergyllc.com , as such schedule may be amended from time to time.	Interconnect between Segment 2 of Carrier's System and Plains Pipeline, LP's facilities, Kinder Morgan Wink Pipeline LLC's facilities, Western Refining Pipeline's facilities and Genesis Rail Services, LLC facilities, all in Winkler County, Texas (Wink), and facilities of any other future third party pipelines, all of which are identified on the Schedule of Delivery Points posted on Carrier's website at www.frontierenergyllc.com , as such schedule may be amended from time to time.	[U] All Committed Shippers: \$0.30 All Uncommitted Shippers [W] (except for Uncommitted Shipper Incentive Rates set forth in the table below): [U] \$0.34

[N] The rate in the below table is new.

UNCOMMITTED SHIPPER INCENTIVE RATES

Rates and Charges

Receipt Point	Delivery Point	Rate (per Barrell)
Genesis Rail Services, LLC, Winkler County, Texas	HEP Pipeline, L.L.C., Culberson County, Texas	\$0.34/BBL

MISCELLANEOUS:

Pipeline Loss Allowance (PLA): (i) For each Committed Shipper, a Pipeline Loss Allowance of one-tenth of one percent (0.1%) shall apply to quantities tendered at the Segment 2 Receipt Point(s) or the Segment 3 Receipt Point(s) for Delivery to Delivery Point(s) for Segment 2. (ii) For each Committed Shipper, there shall be no Pipeline Loss Allowance for quantities tendered at the Segment 3 Receipt Point(s) for Delivery to Delivery Point(s) for Segment 3. (iii) For all Shippers not covered by subparagraphs (i) or (ii) above, a Pipeline Loss Allowance of [U] two-tenths of one percent (0.2%) shall apply to quantities tendered at [W] all Receipt Point(s).

Pump Over Fee:

A [U] \$0.05/BBL Pump Over Fee will be charged on all Barrels received from any truck unloading station delivering crude oil directly into Carrier's tanks.

Rate escalation:

The rates set forth in this Tariff shall be adjusted upward or downward by Carrier beginning on the first July 1st after the date that is 365 days after the date on which Carrier commences commercial service with respect to the receipt, transportation, storage, handling and delivery of Crude Petroleum on the System and each July 1st thereafter to reflect the inflation adjustments promulgated annually by the FERC pursuant to 18 C.F.R. § 342.3(d), provided, however, in no event shall the rates for service under a Dedication and Transportation Agreement (including the rates for any Sold Crude Petroleum shipped on Carrier's System) or a Throughput and Deficiency Agreement, be adjusted downward to be less than the initial rates to be charged Committed Shippers set forth in the initial filing of the Tariff. In lieu of the foregoing, Carrier may agree in writing with a Committed Shipper that the rate(s) set forth in the initial filing of the Tariff containing such rate(s) shall be escalated at a fixed rate per annum agreed in writing between Carrier and such Committed Shipper.

Notes:

1. Subject to agreement with the entity whose facilities will interconnect with Carrier at the applicable Receipt Point(s) or Delivery Point(s). In the event such agreement is not entered into, such Receipt Point or Delivery Point will be excluded from the Tariff.

2. "Committed Shipper" means either a Dedicated Shipper or T&D Shipper, as distinguished by an Acreage Commitment (Dedicated Shipper) or BBL/Day Commitment (T&D Shipper). "Dedicated Shipper" means (i) a Shipper that has executed a Dedication and Transportation Agreement, or (ii) a Shipper that is nominating the receipt of Crude Petroleum from a Consignor that has executed (and which Crude Petroleum is dedicated under) such Consignor's Dedication and Transportation Agreement, but only as to such Crude Petroleum received from such Consignor (referred to as "Sold Crude Petroleum" - see Note 5). A "T&D Shipper" means a Shipper that has executed a Throughput and Deficiency Agreement.

3. "Avg. BBL/d", for purposes of determining the applicable rate on the applicable Segment during the applicable Accounting Month, means:

(A) with respect to a Dedicated Shipper (or an Upstream Purchaser (as defined in Footnote 5) shipping Sold Crude Petroleum on Carrier's System, but only as

to such Sold Crude Petroleum), the total number of barrels of Crude Petroleum dedicated under the Dedication and Transportation Agreement (including Sold Crude Petroleum) shipped on the System from all Receipt Points on the applicable Segment during such Accounting Month, provided, however that:

(1) in the event that volumes of Crude Petroleum (including Sold Crude Petroleum) tendered for Shipment on the System exceed the total capacity of the System after the commencement of commercial operations of the System: (i) a Dedicated Shipper's volumes of such Crude Petroleum that are dedicated to the services of Carrier under a Dedication and Transportation Agreement ("Dedicated Crude Petroleum") and which such Dedicated Shipper or its Upstream Purchaser is ready, willing and able to deliver to a Receipt Point on the applicable Segment and is ready, willing and able to receive at a Delivery Point, but which Transporter is unable to ship on the System due to such capacity constraints, curtailment or other interruption of the System, will be given a one time credit in calculating the Avg. BBL/d for purposes of determining the applicable rate to be charged on the applicable Segment to such Dedicated Shipper and Upstream Purchaser for the shipment of Dedicated Crude Petroleum of such Dedicated Shipper.

(2) with respect to Dedicated Crude Petroleum (including Sold Crude Petroleum) of a Dedicated Shipper which is produced from the development area or dedication area, as applicable, under such Dedicated Shipper's Dedication and Transportation Agreement and which such Dedicated Shipper or its Upstream Purchaser is ready, willing and able to deliver to a Receipt Point on the applicable Segment (as listed in Exhibit A of such Dedication and Transportation Agreement as of the date of execution) and is ready, willing and able to receive at a Delivery Point, to the extent such Dedicated Crude Petroleum (including Sold Crude Petroleum) volumes are unable to be shipped on the System (i) due to any Receipt Points on the applicable Segment located in the foregoing areas (as listed in Exhibit A of such Dedication and Transportation Agreement as of the date of execution) not being connected to the System as of the date Carrier places Carrier's System into commercial operation, and is instead produced and transported elsewhere or (ii) which Carrier is obligated to connect to Carrier's System on the applicable Segment under any such Dedication and Transportation Agreement, but which Carrier fails to connect within one hundred twenty (120) days following receipt of written notice from such Dedicated Shipper requesting such connection, and is instead produced and transported elsewhere, then such volumes of such Crude Petroleum (i.e. under either items (i) and (ii) above) will be given credit for purposes of calculating the Avg. BBL/d for purposes of determining the applicable rate to be charged on the applicable Segment to such Dedicated Shipper and Upstream Purchaser for the shipment of Dedicated Crude Petroleum (including Sold Crude Petroleum) of such Dedicated Shipper until such time as the aforementioned Receipt Points are connected to and ready to receive such Dedicated Crude Petroleum into the System.

(B) with respect to an Uncommitted Shipper, the total number of barrels of Crude

Petroleum (excluding Sold Crude Petroleum) shipped on the System for such Shipper's account from all Receipt Points on the applicable Segment during an Accounting Month.

4. "Uncommitted Shipper" means a Shipper that is not a Committed Shipper.

5. Sold Crude Petroleum. In the event that any Dedicated Shipper ("Selling Shipper") sells to any other Shipper ("Upstream Purchaser") on the System any Dedicated Crude Petroleum which is dedicated under a specific Dedication and Transportation Agreement of such Dedicated Shipper at or upstream of any of the Receipt Points on a Segment and such Upstream Purchaser has such Crude Petroleum shipped on the System from such Receipt Points to one or more Delivery Point(s) (the "Sold Crude Petroleum") then:

(A) Selling Shipper, as to such Sold Crude Petroleum, shall not be in breach of such Dedication and Transportation Agreement for not delivering such Sold Crude Petroleum under such agreement;

(B) Selling Shipper shall have no obligations or liabilities under such Dedication and Transportation Agreement with respect to any such Sold Crude Petroleum, including any liabilities or payment obligations with respect to, derived from or attributable to such volumes of Sold Crude Petroleum;

(C) subject to Section 5(B) above, for the purposes of determining the applicable transportation rate charged on such Segment to any Dedicated Crude Petroleum of such Selling Shipper (which is dedicated under such Dedication and Transportation Agreement) shipped hereunder by any Selling Shipper, all volumes of such Sold Crude Petroleum sold by such Selling Shipper shall be deemed to constitute volumes shipped on such Segment by such Selling Shipper, for the purposes of determining such Selling Shipper's Average Daily Volumes of Dedicated Crude Petroleum in determining the transportation rates chargeable on such Segment;

(D) subject to Section 5(B), for the purposes of determining the applicable transportation rate charged on such Segment to any Sold Crude Petroleum of a Dedicated Shipper (which is dedicated under such Dedication and Transportation Agreement) shipped by any Upstream Purchaser on such Segment, all volumes of Dedicated Crude Petroleum (which are dedicated under such Dedication and Transportation Agreement) of such Selling Shipper shipped on such Segment by such Selling Shipper, all volumes of such Sold Crude Petroleum of such Selling Shipper shipped by such Upstream Purchaser on such Segment and all volumes of such Sold Crude Petroleum of such Selling Shipper shipped by any other Upstream Purchasers on such Segment, shall be deemed to constitute volumes shipped on such Segment by such Selling Shipper under such Dedication and Transportation Agreement of such Selling Shipper. As such, all such Sold Crude Petroleum of such Selling Shipper shipped by any Upstream Purchaser on such Segment shall be charged the same transportation rate as if such Sold Crude Petroleum, and all other such Sold Crude Petroleum of such Dedicated Shipper shipped by any other Upstream Purchaser on such Segment, had been shipped by such Selling Shipper on such Segment under such Dedication and Transportation Agreement. In no event shall any other volumes of Crude Petroleum shipped on the System other than the foregoing be used in determining the Average Daily Volumes under the Tariff in

determining the applicable transportation rate charged on such Segment to any Sold Crude Petroleum of such Selling Shipper shipped by any Upstream Purchaser of Selling Shipper on such Segment; and

(E) Carrier shall provide to Shipper information regarding volumes of Crude Petroleum such that Shipper can calculate the applicable transportation rate to be charged to Upstream Purchaser's on a monthly basis.

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