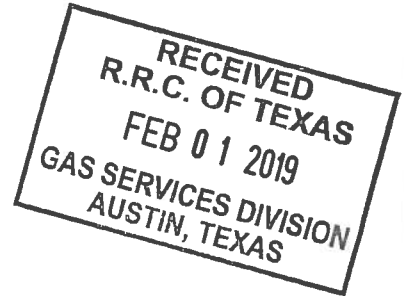


PLAINS PIPELINE, L.P. ♦



CONTAINING RATES

FOR THE INTRASTATE TRANSPORTATION OF
CRUDE PETROLEUM

Governed, except as otherwise provided herein, by Rules and Regulations published in Plains Pipeline, L.P. Texas R.R.C. No. 139.11.0 and reissues thereof ("Rules and Regulations Tariff").

EFFECTIVE: February 1, 2019

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RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS

FROM POINTS IN TEXAS	TO POINTS IN TEXAS	BASE RATE	COMMITTED RATE ⁽¹⁾	
			Volume Tier (BPD)	Rate
Quito Station, Ward County	Plains Midland, Midland County	[U] 116.32		
Monroe Station, Ward County	Plains Midland, Midland County	[U] 120.21		[U] 100.0 (2)
Black Tip Station, Loving County	Hendrick Station or Basin Pipeline Hendrick Station, Winkler County	[U] 95.10		
	Plains Midland, Midland County	[U] 118.46		[U] 100.0 (2)
	Wolfbone Ranch Station, Reeves County	[U] 90.27		
Porterville, Loving County	Hendrick Station or Basin Pipeline Hendrick Station, Winkler County	[U] 95.10		
	Plains Midland, Midland County	[U] 118.46		
Anadarko Mentone, Loving County	Plains Midland, Midland County	[U] 118.46		[U] 100.0 (2)
Barstow, Ward County	Hendrick Station or Basin Pipeline Hendrick Station, Winkler County	[U] 130.77		
Wolfbone Ranch Station, Reeves County	Plains Midland, Midland County	[U] 172.62	A: 0-50,000 B: >50,000-60,000 C: >60,000-70,000 D: >70,000-80,000 E: >80,000	[U] 143.32 (1) [U] 132.86 (1) [U] 122.40 (1) [U] 111.94 (1) [U] 101.47 (1)
				[U] 169.95 (5)
Conan Station, Loving County	Plains Midland, Midland County	[U] 65.00		[U] 35.0 (4)
Mercury, Loving County	Plains Midland, Midland County	[U] 65.00		
Hwy 652 Facility, Culberson County	Plains Midland, Midland County	[U] 204.00		
Hwy 285 North (Orla), Reeves County	Plains Midland, Midland County	[U] 91.37		[U] 89.61 (5)
Hwy 285 Central, Reeves County	Plains Midland, Midland County	[U] 183.08		
Zena Station, Reeves County	Plains Midland, Midland County	[U] 193.52		[C] 135.0 (3)
[N] <u>Zena Station, Reeves County</u>	[N] <u>Plains Midland South Facility, Midland County</u>	[N] <u>193.52</u>		[N] <u>135.0 (3)</u>

RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS (continued)

FROM POINTS IN TEXAS	TO POINTS IN TEXAS	BASE RATE	COMMITTED RATE ⁽¹⁾	
			Volume Tier (BPD)	Rate
North Reeves ROTF, Reeves County	Plains Midland, Midland County	[U] 107.00		[U] 100.0 (2)
El Mar, Loving County	Plains Midland, Midland County	[U] 55.00		
Hayhurst Station, Culberson County	Plains Midland, Midland County	[U] 90.84		[U] 89.61 (5) [U] 50.00 (7)
Western Refining Conan El Mar, Loving County	Plains Midland, Midland County	[U] 65.00		[U] 35.0 (4)
Lindsay Station, Loving County	Plains Midland, Midland County	[U] 78.46		
North Loving ROTF, Loving County	Plains Midland, Midland County	[U] 107.00		[U] 100.0 (2)
Raven Station, Loving County	Plains Midland, Midland County	[U] 166.89		
Avalon Station, Loving County	Plains Midland, Midland County	[U] 193.42		[U] 100.0 (2)
Olympus, Loving County	Plains Midland, Midland County	[U] 148.24		
Vermejo Field, Loving County	Plains Midland, Midland County	[U] 145.67		
Wheat Trust Facilities, Loving Co.	Plains Midland, Midland County	[U] 128.46		
Triple Crown Oil Storage Facility, Culberson County	Plains Midland, Midland County	[U] 189.24		[U] 164.24 (6)

⁽¹⁾ The Committed Rate for Crude Petroleum received at Wolfbone Ranch Station is available to any Shipper for the transportation of Crude Petroleum produced from acreage that is dedicated to shipment on the pipeline pursuant to a fully executed Connection Agreement with Pipeline Operator, for a minimum of five years. The barrel per day ("BPD") calculation will be on a calendar month basis.

Application of Committed Rates:

Rate Tier A: Applies to the first 50,000 BPD shipped by any one shipper in a calendar month.

Rate Tier B: Applies to barrels shipped in excess of 50,000 but equal to or less than 60,000 BPD by any one shipper in a calendar month.

Rate Tier C: Applies to barrels shipped in excess of 60,000 but equal to or less than 70,000 BPD by any one shipper in a calendar month.

Rate Tier D: Applies to barrels shipped in excess of 70,000 but equal to or less than 80,000 BPD by any one shipper in a calendar month.

Rate Tier E: Applies to barrels shipped by any one shipper in excess of 80,000 BPD in a calendar month.

(2) The Committed Rates are contract rates available to any Shipper who executes an Acreage Dedication Agreement on or after February 1, 2018 with a term of ten years and a minimum dedication of 100,000 acres ("Contract Shipper") and to any designated shipper of a Contract Shipper ("Designated Shipper"). A Contract Shipper must notify the Carrier in writing of any Designated Shipper that will be shipping on Contract Shipper's behalf.

(3) The Committed Rate is a contract rate available to any Shipper who executes an agreement with the Carrier with a minimum term of one year and a commitment to ship a minimum volume of 35,000 barrels per day [N] and to any designated shipper of a Contract Shipper ("Designated Shipper"). A Contract Shipper must notify the Carrier in writing of any Designated Shipper that will be shipping on Contract Shipper's behalf.

(4) The Committed Rate is a contract rate available to any Shipper who executes an agreement with the Carrier, or Carrier's affiliate carrier, with a minimum term of seven years and a commitment to ship a minimum volume of 80,000 barrels per day.

(5) The Committed Rate is a contract rate available to any Shipper who executes an Acreage Dedication Agreement with the Carrier for a term of at least ten years and the Shipper dedicates a minimum of 100,000 acres ("Contract Shipper") and to any designated shipper of a Contract Shipper ("Designated Shipper"). A Contract Shipper must notify the Carrier in writing of any Designated Shipper that will be shipping on Contract Shipper's behalf.

(6) The Committed Rates are contract rates available to any Shipper who executes Acreage Dedication Agreements with terms of at least ten years and a total minimum dedication of 200,000 acres across all agreements with Carrier and to any designated shipper of a contract Shipper. A contract Shipper must notify the Carrier in writing of any Designated Shipper that will be shipping on contract Shipper's behalf.

(7) The Committed Rate is a contract rate applicable to Crude Petroleum received at Hayhurst Delaware Ranch and is available to any Shipper who executes Acreage Dedication Agreements with terms of at least ten years and a total minimum dedication of 200,000 acres across all agreements with Carrier and to any designated shipper of a contract Shipper. A contract Shipper must notify the Carrier in writing of any Designated Shipper that will be shipping on contract Shipper's behalf.

Gathering Charges: When gathering service is performed by Plains Pipeline, L.P. at point of origin, the following charges in cents per barrel will be made in addition to the transportation rates named herein:

Location	Rate
Quito Station-Atlantic Yadon Gathering	[U] 62.77
Black Tip Station-Pecos Bend Gathering	[U] 164.02
Triple Crown Gathering	[U] 121.00
Ramsey Gathering	[U] 86.83
Orla Hayhurst TX Gathering, Culberson County	[U] 70.00
Hayhurst Station Gathering, Culberson County	[U] 70.00
Hwy 285 North – China Draw Gathering	[U] 55.00
Wolfbone Ranch – Chevron Reeves County Gathering	[U] 47.00
Hayhurst Delaware Ranch, Culberson County	[U] [W] 80.00 (7)

EXCEPTIONS TO PLAINS PIPELINE, L.P.'S RULES AND REGULATIONS TARIFF:

Rule 1 - All Marketable Oil to be Received for Transportation: Rule 1 of Plains Pipeline, L.P.'s Rules and Regulations Tariff is superseded by Rule 20.

Rule 2 - Basic Sediment, How Determined – Temperature: Rule 2 of Plains Pipeline, L.P.'s Rules and Regulations Tariff is superseded by Rule 28.

Section 2-Explanation of Terms and Abbreviations will be supplemented and amended as follows: "Nomination Date" as herein used means the the fifteenth (15th) of the month preceding the movement, as adjusted for weekends and Carrier Holidays pursuant to Rule 30(c).

Rules 30(c) and 30(d)- In lieu of the nomination due date contained in Rules 30(c) and 30(d) of Plains Pipeline, L.P.'s 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 (15th) of the month preceding the movement, as adjusted for weekends and Carrier Holidays pursuant to Rules 30(c) and 30(d).

Rule 26 – Unloading Charge: When shipments are unloaded from tank truck into the facilities of Plains Pipeline, L.P., a charge of [U] 11.89 cents per barrel will be made in addition to the transportation rate named herein. The Unloading Charge shall not apply to Crude Petroleum unloaded from tank truck at Triple Crown Gathering, Culberson County.

Rule 28C – Specifications and Restrictions

In addition to the quality specifications stated in Plains Pipeline, L.P.'s Rules and Regulations Tariff, the following quality specifications will apply:

- a) For Crude Petroleum received at Triple Crown Oil Storage Facility, the Reid Vapor Pressure ("RVP") shall not exceed 10 pounds per square inch absolute ("PSIA") for any individual central delivery point ("CDP") or 9 PSIA weighted average for the Triple Crown Oil Storage Facility.
- b) For Crude Petroleum received at Zena Station, Hayhurst Station, Lindsay Station, Hwy 285 North, Hwy 285 Central and Hwy 652 Facility, the Reid Vapor Pressure ("RVP") shall not exceed 9 PSIA.

Rule 28 - In addition to the provisions stated in Rule 28 of Plains Pipeline, L.P.'s Rules and Regulations Tariff, the following will apply:

Provided Shipper tenders a minimum batch of 10,000 barrels per day of Crude Petroleum, Carrier will segregate Crude Petroleum into the following separate common streams ("Segregated Streams"):

- (a) API Gravity between 30.0° and 38.0° API and maximum sulfur of 2.5%
- (b) API Gravity between 38.1° and 44° API and maximum sulfur of 0.25%
- (c) API Gravity between 44.1° and 50.0° API and maximum sulfur of 0.15%
- (d) API Gravity between 50.1° and 55.0° API and maximum sulfur of 0.1%

For Crude Petroleum received at Lindsay Station, the specifications set forth in Rule 28E will not apply. Additionally, upon Shipper's request and provided Shipper tenders a minimum batch of 10,000 barrels per day of Crude Petroleum, Carrier will segregate Crude Petroleum into the following separate common stream:

- (a) API Gravity between 38.0° and 44.9° API and maximum sulfur of 0.4%
- (b) API Gravity between 45.0° and 47.9° API and maximum sulfur of 0.4%
- (c) API Gravity between 48.0° and 52.0° API and maximum sulfur of 0.1%
- (d) Over 52.0° API and maximum sulfur of 0.1%

The Carrier shall be under no obligation to make delivery of the identical crude petroleum received, but will make delivery out of the segregated common stream, noted above, in which Shipper's crude is transported.

A Shipper may request a different grade to be shipped than those grades specified above. If Carrier agrees to accept the Shipper's request, then the Shipper will be responsible for all additional costs resulting from Carrier's acceptance of the different grade, and Carrier may require Shipper to supply, at its sole cost, additional storage or pumping infrastructure to accommodate the shipment of that different grade.

Carrier may also transport Segregated Streams in such minimum quantities as Carrier may reasonably determine. In such case Carrier will, using reasonable commercial efforts, make Delivery of such Crude Petroleum, at the destination, which is substantially the same Crude Petroleum as that received by Carrier at the origin. Carrier shall not be liable for failure to deliver the identical Crude Petroleum or for any variations in the gravity and/or quality of Crude Petroleum occurring while such segregated Crude Petroleum is in Carrier's custody.

Shippers are required to furnish Crude Petroleum assays upon the request of Carrier so that quality determinations can be made. For Crude Petroleum delivered into the Carrier's mainline at Orla from a central tank battery, if Carrier determines that the Crude Petroleum tendered for transportation does not meet the specifications contained herein or, in the opinion of Carrier, differs materially in character from Crude Petroleum being transported by Carrier, transportation may be either refused or only offered under such terms and conditions agreed to by Carrier and Shipper and consistent with this tariff.

Rule 31E – Incremental Evaporation and Shrinkage

- a) For a Shipper's Crude Petroleum received from connecting carriers' pipeline(s) at North Reeves ROTF, North Loving ROTF, Monroe Station, DBJV Black Tip Station, Anadarko Mentone, and Avalon Station, the deduction for incremental evaporation & shrinkage will be calculated based on the Shipper's weighted average API gravity for all of such Shipper's Crude Petroleum received into the common stream at those stations in accordance with the table below.

For all other Crude Petroleum gathered into or received at El Mar, Wheat Trust Facilities, Olympus, Hwy 285 North-China Draw Gathering, Quito Station, Lindsay Station, Black Tip Station, Hayhurst Station, Triple Crown Oil Storage Facility, Vermejo, Porterville, Raven, Hwy 652 Facility, Hwy 285 Central and Hwy 285 North (Orla), the deduction for incremental evaporation and shrinkage shall be determined in accordance with the following table:

<u>API Gravity, Degrees</u>	<u>Deduction for Incremental Evaporation & Shrinkage</u>
Less than 60.0	0.0%
60.0 through 74.9	5.0%
75.0 and above	10.0%

- b) For a Shipper's Crude Petroleum received from a connecting carrier's pipeline at Barstow Station and Wolfbone Ranch Station, the deduction for incremental evaporation and shrinkage shall be determined in accordance with the following table:

<u>API Gravity, Degrees</u>	<u>Deduction for Incremental Evaporation & Shrinkage</u>
50.0 through 59.9	2.0%
60.0 through 74.9	5.0%
75.0 and above	10.0%

- c) For a Shipper's Crude Petroleum received at Western Refining Conan El Mar, Vaca, Zena and Conan Stations, Mercury and the EOG Facility located at Jal into Basin Pipeline under the rates contained herein and Carrier's F.E.R.C. No. 129.4.0, and reissues thereof, the deduction for incremental evaporation and shrinkage will be calculated based on the Shipper's monthly weighted average API gravity for all of such Shipper's crude petroleum received into the common stream at those stations and shall be determined in accordance with the following table:

<u>API Gravity, Degrees</u>	<u>Deduction for Incremental Evaporation & Shrinkage</u>
45.0 through 49.9	0.0%
50.0 through 54.9	1.0%
55.0 through 59.9	2.0%
60.0 through 74.9	3.0%
75.0 through 84.9	5.0%

EXPLANATION OF REFERENCE MARKS:

- [U] Unchanged rate
[N] New
[C] Cancel
[W] Change in wording only