

Filed on:
May 1 2026
Gas Services Department
Railroad Commission of Texas

Brazos Midland NGL Pipeline

LOCAL TARIFF
Applying on

PETROLEUM PRODUCTS
As Defined in This Tariff

TRANSPORTED BY PIPELINE
Between Points Within
the State of Texas
Subject to the Regulations
Set Forth Herein

ISSUED: April 1, 2026

EFFECTIVE: April 1, 2026

Filed With the Railroad Commission
DATE: May 1, 2026

Issued By

Brazos Midland NGL, LLC
777 Main Street, Suite 3700
Fort Worth, Texas 76102

Brazos Midland NGL, LLC, hereinafter called “Carrier,” will receive Product, as hereinafter defined, at the Tailgate of Brazos Sundance Complex from delivery to ONEOK West Texas NGL Pipeline, LLC pipeline, for transportation under the conditions set forth below under the heading “Rules and Regulations” at the rates set forth under the heading “Product Specifications and Local Rates.”

1. Definitions

- a. The term “barrel,” as used herein, means forty-two (42) United States gallons at sixty degrees Fahrenheit (60°F).
- b. The term “Consignee,” as used herein, means the person or entity designated to receive Product at a Delivery Point on behalf of Shipper.
- c. The term “day,” as used herein, means a period of twenty-four (24) hours, commencing at 7:00 a.m. on one calendar day (the date of which shall be taken as the date of the day in question) and extending until 7:00 a.m. on the following calendar day.
- d. The term “Delivery Point(s),” as used herein, means one of the locations defined in Section 2, “Product Specifications and Local Rates,” for delivery of Product by Carrier to Shipper.
- e. The term “gallon,” as used herein, shall mean one (1) United States gallon at sixty degrees Fahrenheit (60°F).
- f. The term “Origin Point(s),” as used herein, means one of the locations defined in Section 2, “Product Specifications and Local Rates” for introducing Product into the respective pipelines.
- g. The term “Priority Shipper,” as used herein, means a Dedication Shipper or a Committed Shipper, as defined herein.
- h. The term “Product,” as used herein, means the liquid petroleum gas products defined in Section 2, “Product Specifications and Local Rates,” for the respective pipelines.
- i. The term “Sundance Complex,” as used herein, means the processing complex operated by Brazos Midland Processing, LLC located in Martin County, Texas, including the processing facilities commonly referred to as Sundance Plant I and Sundance Plant II.
- j. The term “Shipper,” as used herein, means the party or parties who contract with Carrier for the transportation of Product under the terms of this tariff.

(a) A “Dedication Shipper” is a Shipper who has entered into a Transportation Services Agreement (“TSA”) with Carrier for a minimum initial term of at least 15 years as of the execution date of the TSA and as of the execution date of the

TSA (1) has a minimum of 350,000 acres dedicated under the TSA or (2) has dedicated all of the Product owned or controlled by Shipper that is produced from gas processing facilities owned or operated by Shipper (or an Affiliate of Shipper) with a minimum of 350,000 acres dedicated for processing at such processing facilities. A Dedication Shipper receives Priority Shipper status and access to all future outlets.

(b) A “Committed Shipper” is a Shipper who has entered into a TSA with Carrier for a minimum initial term of at least 10 years, and as of the execution date of the TSA (1) has a minimum of at least 25,000 acres dedicated under the TSA or (2) has dedicated all of the Product owned or controlled by Shipper that is produced from gas processing facilities owned or operated by Shipper (or an Affiliate of Shipper) with a minimum of 25,000 acres dedicated for processing at such processing facilities. A Committed Shipper receives Priority Shipper status.

(c) A “Contracted Shipper” is a Shipper who has entered into a TSA with Carrier for an initial term of at least one year but less than ten years.

(d) An “Uncommitted Shipper” is a Shipper who has not yet entered into a TSA to become a Dedication Shipper, Committed Shipper or Contracted Shipper with Carrier.

- k. The term “Tailgate” is collectively the inlet flange to Carrier’s measurement facilities at each of Sundance Plant I or Sundance Plant II.
- l. The term “WTP,” as used herein, shall mean the ONEOK West Texas NGL Pipeline located in Martin County, Texas.

As the context may require, the plural form shall be construed to include the singular, and the singular form shall be construed to include the plural.

2. Product Specifications and Local Rates

- a. The rates published in this tariff are for transportation within the State of Texas from the Sundance Complex to WTP and such transportation is subject to the rules and regulations contained herein and to all applicable rules, regulations, and orders of the Railroad Commission of Texas and other governmental authorities having jurisdiction.
- b. Rates apply to specified petroleum products from the Origin Point(s) to the Delivery Point(s) named below:

Product Specifications: Carrier reserves the right to change its pipeline specifications to meet the specifications of the most stringent Delivery Point(s) on the system or make any changes that Carrier, in its sole discretion, determines are needed. Shipper is responsible for its pro-rata share of any off-specification charges. Mixed Natural Gas Liquids – Y-Grade must meet the following specifications:

Specification Points	Test Method (Latest Issue)	Maximum	Minimum
Composition			
Carbon Dioxide	GPA 2177 – Latest Edition	1,000 ppm by weight	
Methane	GPA 2177 – Latest Edition	1.5 LV% of ethane content* Or 0.50% (Liq. Vol) of Total Stream whichever is less restrictive.	
Propylene		5.00 LV% of propane content	
Butylene		1.00 LV% of butane content	
Corrosiveness– Copper Strip	ASTM D1838	(1-B Color)	
Total Sulpher	ASTM D2784 or GPA Std. 2377 (Modified by vaporizing sample)	150 ppm by weight in liquid	
Hydrogen Sulfide	GPA Std. 2377 (Modified by vaporizing sample)	Zero	
The stream shall contain no more than 1 ppm of other contaminants			
Dryness		No free water	
Color Saybolt Number	ASTM D 156 (Note 2)	Saybolt Plus 25 **	+25
Distillation	ASTM D 216 (Note 2)	375° F	
Vapor Pressure	ASTM D1267	400 psia (Composite Blend) @ 85° F	
NGL Temperature		120° F	

Notes:

- * Methane in excess of limit stated herein, as measured on each Shipper's individual plant stream, shall be considered a contaminant and product so contaminated will not be received by Carrier. However, it is recognized that product so contaminated may be received by Carrier without Carrier's knowledge. During any period in which Shipper's product exceeds the specification, at Carrier's option, Carrier shall have the right to deduct the methane content in excess of the specification from Shipper's delivered volume, but Shipper will nevertheless be required to pay tariff on total volume of methane shipped.
- ** White Cup Test, as described in Carrier's L.P.G. Gauger's Manual, will be used as initial check for determining LPG color. If product is other than water clear, Saybolt Test (ASTM D156) will be run on pentanes plus as a final determination of LPG color. Carrier at its option may discontinue Receipt of products from Shipper if in sole opinion of Carrier's representative LPG color is off specification based on White Cup Test. Receipt of products will be resumed on LPG color meeting Saybolt Plus 25 test (ASTM D156).
- Upon request by Carrier, Shipper shall furnish a certificate from a licensed petroleum inspector certifying the results of the final tests of the Petroleum Products tendered for transportation.
- No Petroleum Products having a vapor pressure of less than twelve (12) psia will be received for shipment hereunder. Carrier reserves the right to limit the amount of high

vapor pressure material received at any point for shipment hereunder to the extent necessary to ensure that the vapor pressure of the composite stream transported in Carrier's trunk line does not exceed four hundred (400) psia at eighty-five (85) degrees Fahrenheit. Such limitations will be based on each Shipper's pro rata share of volume shipped. Vapor pressure shall be determined by applicable Gas Processors Association Method.

Origin Point(s): Tailgate of Sundance Complex. Requests for additional connections to Carrier's system will only be considered if made by formal written application to Carrier in the form required by Carrier.

Delivery Point(s): WTP. The current term of the connection to WTP lasts until (and including) October 31, 2029. Carrier commits to maintaining at least one Delivery Point to an NGL pipeline outlet at all times. Future Delivery Point(s) will be determined solely by Carrier.

Tariff Rates:

<u>Shipper Class</u>	<u>Origin Point</u>	<u>Delivery Point</u>	<u>Rate (\$/Gal.)</u>
Dedication Shipper	Sundance Complex	WTP	\$0.025
Committed Shipper	Sundance Complex	WTP	\$0.025
Contracted Shipper	Sundance Complex	WTP	\$0.035
Uncommitted Shipper	Sundance Complex	WTP	\$0.050

Rates will be escalated annually beginning July 1, 2026, in accordance with increases in the FERC tariff rate index adjustment methodology or any successor methodology that may hereafter be adopted by FERC applicable to NGL pipelines. If the FERC adjustment produces a zero or negative adjustment, there will not be a rate escalation that year.

RULES AND REGULATIONS

1. Testing

Product accepted for transportation under this tariff shall be delivered to the Origin Point(s) by Shipper and shall conform to the applicable Product definition. Shipper may be required to furnish Carrier with a certificate setting forth in detail specifications of each shipment offered for transportation hereunder, and Shipper shall be liable for any contamination or damage to other Product in Carrier's custody or to Carrier's pipeline or other facilities caused by failure of the shipment tendered to meet the specifications stated in Shipper's certificate. Carrier may, but shall not be required to, sample and/or test any shipment, prior to acceptance or during receipt of shipment and, in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail. In the event that any test indicates that the Product offered for transportation does not conform to applicable Product definition, Shipper agrees, either voluntary or upon notification by Carrier, to cease delivery of off-specification Product to Carrier until such time as it is determined by additional testing that the Product conforms to the applicable Product definition.

2. Measurement

Carrier shall install and operate meter(s) at the Origin Point(s) whereby the quantities of Product tendered by Shipper to Carrier will be measured and the temperature and pressure of such Product be recorded. Shipper shall pay the cost of such equipment (including installation cost) and Carrier shall be the owner of such equipment. Carrier shall be solely responsible for the maintenance of such equipment. The volume of Product delivered each day will be determined by reference to daily readings of such meter(s). Correction factors and calculations from such meter readings for the purpose of determining the daily quantities of Product delivered will conform with procedures set forth below.

Carrier shall calibrate flow meters, pressure recorders, and temperature recorders as may be reasonably required by Carrier. Following such calibrations, any equipment found to be inaccurate to any degree will be adjusted immediately to measure accurately. If, following a calibration, any metering equipment is found to be inaccurate by one-half percent (0.5%) or more, then the quantity of Product previously delivered will be retroactively adjusted at the rate of such inaccuracy for any period of inaccuracy which is definitely known or agreed upon, but in case the period is not definitely known or agreed upon, then for a period deemed to be one-half (1/2) of the number of days from the last previous calibration until the correction, not exceeding, however, fifteen days.

If for any reason the custody transfer meters are out of service so that the quantity of material delivered through such meters cannot be ascertained, the quantity of material delivered during the period the meters are out of service will be estimated by Carrier based upon the best available data, using in order of preference the following methods:

- a. By using the measurement of any check measuring equipment of Shipper.
- b. By using any measurement equipment which Carrier may have in the flowing stream.
- c. By an independent third party chosen by Carrier and generally recognized in the industry as competent to perform such estimate.

Carrier shall have the right to go upon the premises where Shipper's Product is metered and tested for quality assurance before delivery to Carrier's pipeline. Carrier shall have access to any and all such metering and testing equipment for the purpose of making any examination, inspection, or test.

Product will be received and delivered on the basis of volume corrections from observed temperatures to temperatures on the basis of sixty degrees Fahrenheit (60°F) using gravities, correction factors, and volume corrections for compressibility appearing in American Petroleum Institute (API) Manual of Petroleum Measurement Standards (latest edition) or other method agreed to by Shipper and Carrier.

Physical and legal transfer of custody of the Product to Carrier shall be at the Origin Point(s).

3. Facilities at Origin Point(s) and Delivery Point(s)

Carrier will provide only such facilities at the Origin Point(s) or Delivery Point(s) reasonably necessary for operation of the pipeline, provided Carrier provides no storage facilities and has no obligation to provide storage facilities pursuant to this sentence or otherwise. Carrier is not obligated to provide transportation services until:

- a. Shipper has provided facilities satisfactory to Carrier capable of delivering shipments at the Origin Point(s) at pressures and at pumping rates required by Carrier; and
- b. Shipper can receive shipments at the Delivery Point(s) by pipeline at pressures and at pumping rates required by Carrier.

In addition, a separate connection agreement may be required of the proposed Shipper before any duty of transportation shall arise.

4. Minimum and Maximum Shipments

The quantity of a Product which Carrier may be obligated to accept at an Origin Point shall be (a) no less than 2,500 barrels and (b) no greater than (i) the maximum amount set forth in the TSA between Shipper and Carrier or (ii) 75,000 barrels, whichever is lower, delivered over a single day. Carrier may, at its sole election, accept a lesser quantity tender upon Shipper's agreement to pay Carrier, for said day, charges equal to those which would have resulted from transportation of said 2,500 barrels at the local rates provided herein. Carrier may, at its sole election, accept a greater quantity tender than the maximum specified above. All Product volumes accepted for delivery must be tendered to Carrier ratably each day during the month of shipment.

5. Adjustments for Linefill, Pipeline Gains, and Pipeline Losses

Shipper shall be responsible for the pro-rata share of linefill and pipeline gains and losses. Linefill will be pro-rata based on Shipper's share of delivered volumes for the previous month. Carrier will adjust linefill quarterly to account for gains and/or losses.

6. Payment of Transport

The charges for transportation of Product accepted for shipment shall be based on the applicable rate set forth above in Section 2 before any adjustments for linefill or pipeline gains/loss, if any, are made. Shipments accepted for transportation shall be subject to a lien, in favor of Carrier for all lawful charges hereunder.

Transportation charges incurred during any month will be invoiced about the 10th day of the succeeding month and shall be paid within 10 days of receipt of invoice. Carrier may require that charges:

- a. Be prepaid at time of acceptance of Product, or
- b. Be paid before release of Product from custody of Carrier. Carrier may charge Shipper interest of 1½ percent per month (18 percent per annum) for overdue transportation charges.

Carrier shall have a lien on all Product until the charges are paid. If the charges shall remain unpaid for more than five (5) days after notice of readiness to deliver, Carrier may sell the Product at public auction at the general office of Carrier 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 Carrier is located. The notice shall give, the time and place of the sale and the quantity of the Product to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of such sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining if any, shall be held for whomsoever may be lawfully entitled thereto. The remedies set forth in this tariff are in addition to, and not in limitation of, any statutory or common law remedy available to Carrier pursuant to the laws of the State of Texas. Shipper agrees that the venue of any suit to enforce the provisions of this tariff shall be Tarrant County, Texas.

7. Clear Title

Shipper shall notify Carrier when any Product tendered for transportation is involved in litigation or is the subject of disputed ownership or is encumbered by lien or charge of any kind. Carrier shall have the right to reject any shipment, when offered for transportation, which may be involved in litigation or the title of which may be in dispute or which may be encumbered by lien or charge of any kind, and Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all loss.

8. Nominations

Any Shipper desiring to nominate a Product for shipment shall prepare and forward to Carrier a nomination form covering such proposed movement. Such forms shall be supplied by Carrier on request. Minimum volume of Product that will be accepted at the Origin Point(s) shall be 2,500 bbl/d and must be delivered ratably over the course of the day. Shipper shall establish the ability to meet the minimum nomination requirements to satisfaction of Carrier before any duty of transportation shall arise. If requested by Carrier, Shipper shall furnish Carrier with a schedule of the expected nominations at Origin Point(s) and withdrawals at Delivery Point(s) setting forth Shipper's best estimate of daily rate of nominations and withdrawals and dates on which such deliveries and withdrawals shall commence. Acceptance of such schedule shall not constitute an obligation on the part of Carrier to meet such schedule.

Carrier shall not be obligated to accept nominations for transportation during any calendar month, unless Shipper shall, on or before the first day of the preceding calendar

month, notify Carrier in writing of the quantity Product which it desires to deliver to Carrier at Origin Point(s). Carrier may accept deliveries into its system that are not ratable in its sole description. Acceptance of non-ratable deliveries does not constitute a waiver of Shipper's obligation to deliver Product ratably over the course of the day and month.

9. Identity of Shipments

In view of the impracticability of maintaining the identity of shipments, shipments will not be segregated, but will be commingled and deliveries will be made at Delivery Point(s) from Carrier's common Product streams.

10. Disposition of Shipments/Assurance of Delivery at Delivery Point(s)

In the event Shipper or its Consignee does not have adequate facilities available to receive Product at the Delivery Point(s) or does not have downstream transportation, Carrier shall have the right to dispose of the Product and remit the proceeds to Shipper, less any transportation fees owed to Carrier, any costs incurred by Carrier, and less a marketing fee of \$0.025/gal.

11. Allocation of Capacity

In the event all shipper nominations at Origin Point(s) or withdrawal requirements at Delivery Point(s) are greater than can be currently handled by Carrier, capacity will be allocated pro-rata to Priority Shippers first based on their monthly nominations, then pro rata to Contracted Shippers second based on their monthly nomination, and then pro rata to Uncommitted Shippers based on their monthly nominations.

12. Transit Privileges

Carrier may not be required by Shipper to stop Product in transit for any reason.

13. Liability of Carrier

Carrier shall not be liable for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, order, rule or regulation of federal, state or local government, strikes, riots, fire, floods or by act of default of Shipper, or resulting from any other cause, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all product in the loss, and each Shipper shall be entitled to receive only that portion of its shipment remaining after deducting its proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper showing the apportionment of any such loss.

Carrier operates under this tariff solely as a provider of transportation services and not as an owner, manufacturer, or seller of Product transported hereunder, and Carrier expressly

disclaims any liability for any expressed or implied warranty for Product transported hereunder including any warranties of merchantability or fitness for intended use.

For all services provided for and received under this tariff, Shipper shall indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death or property damage involving Carrier, Shipper, Consignees, or third parties based on or arising out of Carrier's performance of such services. This indemnification shall include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other causes of action. The indemnity provided in this tariff is intended to be applicable to the full extent allowed by law and is limited only in accordance with statutory or common law. To the extent not prohibited by law, this indemnity applies to any act or omission, whether negligent or not, arising out of or relating to the performance of service by Carrier pursuant to this tariff, including the sole or concurrent negligence or gross negligence of Carrier.

14. Claims

Notice of claims for loss, damage, or delay in connection with the shipment of Product must be made in writing to Carrier within 45 days after the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within 15 days after a reasonable time for delivery has elapsed.

15. Additives, Dyes, and Odorization

- a. Carrier may inject corrosion inhibitor compound in the Product to be transported, and Shipper will accept delivery of Product at the Delivery Point(s) containing portions of corrosion inhibitor.
- b. Carrier will assume no liability for discoloration, contamination, or deterioration of Product transported unless resulting from negligence of Carrier.
- c. Except where required by law, Carrier will not inject dyes nor odorize any Product tendered. Should Carrier be required by law to inject dyes or to odorize any Product tendered, Shipper:
 - (1) Will furnish the dye to be injected and/or the malodorant to be added and
 - (2) May be required by Carrier to provide and/or install satisfactory equipment to effect such injection and/or odorizing.

16. Imbalance Charges

In the event that Shipper fails to deliver to Carrier at the Origin Point(s) the equivalent volumes of Product which Carrier redelivers to Shipper at the Delivery Point(s) during a calendar month, then Shipper will pay Carrier an imbalance charge of one cent (1¢) per gallon per day for each day the imbalance continues. If Shipper delivers volumes to Carrier at the Origin Point(s) in excess of the equivalent volumes which Carrier

redelivers to Shipper at the Delivery Point(s) in any calendar month (for reasons other than the fault of Shipper), then Shipper will pay an imbalance charge of one cent (1¢) per gallon per day for each day the imbalance continues. Carrier may waive such charges if Carrier, in its sole discretion, determines that the imbalance is immaterial. The waiver of such charges for any particular imbalance period is not to be construed as a waiver of such charges for any other imbalance and Carrier maintains the right to collect such charges from Shipper for any imbalance not the subject of a written waiver.

16. Delivery of Common Stream

Carrier shall have no obligation to make delivery of identical Product to the Delivery Point(s) and will make deliveries out of the common stream.

17. Credit

Shipper may be required to submit information to determine a satisfactory credit appraisal by Carrier.

18. Daily Maximum Volume Entitlement

Priority Shippers will have the ability to contract for up to 95% of available system capacity.

19. Conflict.

With respect to a Shipper, if a conflict exists between the terms of this tariff and the terms of such Shipper's TSA, the terms of this tariff shall control.