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Gas Services Department  
Railroad Commission of Texas

# EAGLE FORD PIPELINE LLC<sup>◆</sup>

LOCAL AND PROPORTIONAL TARIFF

APPLYING ON THE INTRASTATE TRANSPORTATION

BY PIPELINE OF

CRUDE PETROLEUM

The rates named in this tariff are for trunk line transportation and the gathering of crude petroleum by pipelines, subject to the Rules and Regulations contained herein.

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**EFFECTIVE: July 1, 2024**

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The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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(Rates in Cents per Barrel of 42 United States Gallons)

From (Origin Point)	To (Destination Point)	Base Rate	Transportation Rate <sup>(1)</sup>
PGS Stabilizer at Gardendale, LaSalle County	ECHO Terminal	---	[I] 142.23
Gardendale Station, LaSalle County  Tilden, McMullen County	Corpus Christi Terminal <sup>(2)</sup>	[I] 197.26	[I] 142.23

<sup>(1)</sup> Transportation Rate: The Transportation Rate contained herein is a contract rate available to any Shipper who executes a Transportation and Connection Agreement with the Pipeline Operator for a minimum term of ten years and an acreage dedication of a minimum of 600,000 acres.

<sup>(2)</sup> In addition to the rates contained herein, when shipments are loaded onto a barge at the Corpus Christi Terminal, a barge loading fee of [I] 39.46 cents per barrel will apply.

**Gathering Charges:** When gathering service is performed by Pipeline Operator from an origin point, the following charges will apply in addition to the Transportation Rates named herein:

(Rates in Cents per Barrel of 42 United States Gallons)

	Gathering Location (origin point) <sup>(3)</sup>	Gathering Rate
Gathering Group A <sup>(4)</sup>	Gathering into PGS Stabilizer: Dos Hermanos Gathering, Dimmit County	[I] 173.84
	Truck Receipts at PGS Stabilizer	[I] 9.48
Gathering Group B <sup>(5)</sup>	Gathering into Gardendale Station: San Pedro Ranch CDP (Faith Ranch and Faith Ranch Extension), Dimmit County	[I] 206.50
	JEA Ranch CDP, LaSalle County	[I] 85.34
	Valley Wells CDP, Dimmit County	[I] 79.02
	Catarina North, Dimmit County	[I] 67.43
	Paradigm Pipeline at Dilley, Frio County	[I] 52.68
	Ironwood -- Buckhorn, LaSalle County	[I] 55.84

<sup>(3)</sup> Shipper shall nominate Crude Petroleum movements from the Gathering Location to Destination Points contained herein.

<sup>(4)</sup> Gathering Group A - Crude Petroleum received at Gathering Group A's Gathering Locations will be subject to Rule No. 52 Quality Bank contained herein.

<sup>(5)</sup> Gathering Group B - Crude Petroleum received at Gathering Group B's Gathering Locations will be subject to Rule 52 Quality Bank contained herein.

**Coastal Protection Fee:** In addition to the rates noted above, Pipeline Operator will assess and collect a Coastal Protection Fee per barrel on Crude Petroleum delivered at the Corpus Christi Terminal dock. This fee will be in accordance with the State of Texas' Natural Resource Code, §40.155 and §40.156.

**Explanation of Reference Marks:**

[I] Increase

## TABLE OF CONTENTS

<u>Item No.</u>	<u>Subject</u>
<u>Section 1</u>	
Rule 1	All Marketable Oil to be Received for Transportation
Rule 2	Basic Sediment, How Determined – Temperature
Rule 3	“Barrel” Defined
Rule 4	Oil Involved in Litigation, Etc. – Indemnity Against Loss
Rule 5	Storage
Rule 6	Identity of Oil, Maintenance of Oil
Rule 7	Minimum Quantity to be Received
Rule 8	Gathering Charges
Rule 9	Measuring, Testing and Deductions
Rule 10	Delivery and Demurrage
Rule 11	Unpaid Charges, Lien For and Sale to Cover
Rule 12	Notice of Claim
Rule 13	Telephone-Telegraph Line – Shipper To Use
Rule 14	Contracts of Transportation
Rule 15	Shipper’s Tanks, Etc. – Inspection
Rule 16	Offers in Excess of Facilities
Rule 17	Interchange of Tonnage
Rule 18	Receipt and Delivery – Necessary Facilities For
Rule 19	Reports of Loss from Fires, Lightening, and Leakage
<u>Section 2</u>	
	Explanation of Terms and Abbreviations
Rule 20	Common Stream Contamination
Rule 21	Storage
Rule 22	Intentionally Left Blank
Rule 23	Intentionally Left Blank
Rule 24	Notice of Arrival, Delivery at Destination, Demurrage
Rule 25	Telecommunications
Rule 26	Interconnections for Receipts and Deliveries
Rule 27	Intentionally Left Blank
Rule 28	Specifications and Restrictions
Rule 29	Intentionally Left Blank
Rule 30	Nominations and Scheduling
Rule 31	Measurement and Adjustment
Rule 32	Intentionally Left Blank
Rule 33	Liability of Parties
Rule 34	Proration
Rule 35	Payment of Transportation and Other Charges
Rule 36	Charge for Spill Compensation
Rule 37	Intrasystem Transfers
Rule 38	Volumetric Adjustment
Rule 39	Inventory Requirements
Rule 40	Pipeline or Other Contracts Required
Rule 41	Claims for Loss or Damage
Rule 42	Diversion or Reconsignment
Rule 43	Truck, Tanker and Barge Loading and Unloading
Rule 44	Application of Rates from and to Intermediate Points
Rule 45	Risk of Loss
Rule 46	Common Stream Crude
Rule 47	Shipments, Maintenance of Identity
Rule 48	Additives
Rule 49	Origin Facilities Required for Automatic Custody Transfer
Rule 50	Laws and Regulations
Rule 51	Financial Assurances
Rule 52	Quality Bank

## RULES AND REGULATIONS

Every person owning, operating, or managing any pipeline, or any part of any pipeline, for the gathering, receiving, loading, transporting, storing, or delivering of Crude Petroleum as a common carrier shall be subject to and governed by the following provisions. Common carriers specified in this section shall be referred to as "pipelines" and the owners or Shippers of Crude Petroleum by pipelines shall be referred to as "Shippers."

### SECTION 1

**The following nineteen (1-19) rules are reprinted here pursuant to the requirements of the Texas Railroad Commission.**

#### **Rule 1. All Marketable Oil to be Received for Transportation.**

By the term "marketable oil" is meant any Crude Petroleum adapted for refining or fuel purposes, properly settled and containing not more than 1.0% of basic sediment, water, or other impurities above a point six inches below the pipeline connection with the tank. Pipelines shall receive for transportation all such "marketable oil" tendered; but no pipeline shall be required to receive for shipment from any one person an amount exceeding 3,000 Barrels of petroleum in any one day; and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported therefrom by the pipeline, then it shall be transported under such terms as the Shipper and the owner of the pipeline may agree or the commission may require. (Amended by Rule 20).

#### **Rule 2. Basic Sediment, How Determined—Temperature.**

In determining the amount of sediment, water, or other impurities, a pipeline is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipeline and the Shipper. The same method of ascertaining the amount of the sediment, water, or other impurities shall be used in the Delivery as in the Receipt of oil. A pipeline shall not be required to receive for transportation, nor shall Consignee be required to accept as a Delivery, any oil of a higher temperature than 90 degrees Fahrenheit, except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon Delivery at destination that the pipeline has to test before receiving from the Shipper.

#### **Rule 3. "Barrel" Defined.**

For the purpose of these Rules, a "Barrel" of Crude Petroleum is declared to be 42 gallons of 231 cubic inches per gallon at 60 degrees Fahrenheit.

#### **Rule 4. Oil Involved in Litigation, Etc.-- Indemnity Against Loss.**

When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipeline may require of Shippers an indemnity bond to protect it against all loss. (Supplemented by Rule 33)

#### **Rule 5. Storage.**

Each pipeline shall provide, without additional charge, sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt Delivery to destination point, for five days from the date of order of Delivery at destination. (Amended by Rule 21)

**Rule 6. Identity of Oil, Maintenance of Oil.**

A pipeline may deliver to Consignee either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipeline transportation, or it may make Delivery from its common stock at destination; provided, if this last be done, the Delivery shall be of substantially like kind and market value.

**Rule 7. Minimum Quantity to be Received.**

A pipeline shall not be required to receive less than one tank car-load of oil when oil is offered for loading into tank cars at destination of the pipeline. When oil is offered for transportation for other than tank car Delivery, a pipeline shall not be required to receive less than 500 Barrels. (Amended by Rule 30)

**Rule 8. Gathering Charges.**

Tariffs to be filed by a pipeline shall specify separately the charges for gathering of the oil, for transportation, and for Delivery.

**Rule 9. Measuring, Testing, and Deductions (Reference Special Order Number 20-63,098 Effective June 18, 1973) (Superseded by Rule 31)**

- A. Except as provided in subparagraph (B) of this paragraph, all crude oil tendered to a pipeline shall be gauged and tested by a representative of the pipeline prior to its Receipt by the pipeline. The Shipper may be present or represented at the gauging or testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tank.
- B. As an alternative to the method of measurement provided in subparagraph (A) of this paragraph, crude oil and Condensate may be measured and tested, before transfer of custody to the initial transporter, by:
  - i. lease automatic custody transfer (LACT) equipment, provided such equipment is installed and operated in accordance with the latest revision of American Petroleum Institute (API) Manual of Petroleum Measurement Standards, Chapter 6.1, or;
  - ii. any device or method, approved by the commission or its delegate, which yields accurate measurements of crude oil or Condensate.
- C. Adjustments to the quantities determined by the methods described in subparagraphs (A) or (B) of this paragraph shall be made for temperature from the nearest whole number degree to the basis of 60 degrees Fahrenheit and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540. American Society for Testing Materials 01250, Institute of Petroleum 200, first edition, August, 1980. A pipeline may deduct the basic sediment, water, and other impurities as shown by the centrifugal or other test agreed upon by the Shipper and pipeline; and 1.0% for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipeline. In allowing the deductions, it is not the intention of the commission to affect any tax or royalty obligations imposed by the laws of Texas on any producer or Shipper of crude oil.
- D. A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

**Rule 10. Delivery and Demurrage.**

Each pipeline shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation, and other material elements, but at any time after Receipt of a consignment of oil, upon 24 hours' notice to the Consignee, may offer oil for Delivery from its common stock at the point of destination, conformable to paragraph (6) of this Section, at a rate not exceeding 10,000 Barrels per day of 24 hours. Computation of time of storage (as provided for in paragraph (5) of this Section) shall begin at the expiration of such notice. At the expiration of the time allowed in paragraph (5) of this Section for storage at destination, a pipeline may assess a demurrage charge on oil offered for Delivery and remaining undelivered, at a rate for the first 10 days of \$.001 per Barrel; and thereafter at a rate of \$.0075 per Barrel, for each day of 24 hours or fractional part thereof. (Superseded by Rule 24)

**Rule 11. Unpaid Charges, Lien For and Sale to Cover.**

A pipeline shall have a lien on all oil to cover charges for transportation, including demurrage, and it may withhold Delivery of oil until the charges are paid. If the charges shall remain unpaid for more than five days after notice of readiness to deliver, the pipeline may sell the oil at public auction at the general office of the pipeline 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 the pipeline is located. The notice shall give the time and place of the sale, and the quantity of the oil to be sold.

From the proceeds of the sale, the Pipeline may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be paid to the person lawfully entitled thereto. (Superseded by Rule 35)

**Rule 12. Notice of Claim.**

Notice of claims for loss, damage, or delay in connection with the shipment of oil must be made in writing to the pipeline within 91 days after the damage, loss, or delay occurred. If the claim is for failure to make Delivery, the claim must be made within 91 days after a reasonable time for Delivery has elapsed. (Amended by Rule 41)

**Rule 13. Telephone-Telegraph Line--Shipper to Use.**

If a pipeline maintains a private telegraph or telephone line, a Shipper may use it without extra charge, for messages incident to shipments. However, a pipeline shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service. (Clarified by Rule 25)

**Rule 14. Contracts of Transportation.**

When a consignment of oil is accepted, the pipeline shall give the Shipper a run ticket, and shall give the Shipper a statement that shows the amount of oil received for transportation, the points of origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

**Rule 15. Shipper's Tanks, Etc.—Inspection.**

When a shipment of oil has been offered for transportation the pipeline shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this Rule.

**Rule 16. Offers in Excess of Facilities.**

If oil is offered to any pipeline for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipeline shall be apportioned among all Shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipeline. The pipeline shall be considered as a Shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment. (Amended by Rule 34)

**Rule 17. Interchange of Tonnage.**

Pipelines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipelines, when the commission finds that a necessity exists for connection, and under such regulations as said commission may determine in each case. (Amended by Rule 26)

**Rule 18. Receipt and Delivery—Necessary Facilities For.**

Each pipeline shall install and maintain facilities for the Receipt and Delivery of marketable Crude Petroleum of Shippers at any point on its line if the commission finds that a necessity exists therefor, and under regulations by the commission. (Amended by Rule 26)

**Rule 19. Reports of Loss from Fires, Lightning, and Leakage.**

- A. Each pipeline shall immediately notify the commission district office, electronically or by telephone, of each fire that occurs at any oil tank owned or controlled by the pipeline, or of any tank struck by lightning. Each pipeline shall in like manner report each break or leak in any of its tanks or pipelines from which more than five Barrels escape. Each pipeline shall file the required information with the commission in accordance with the appropriate commission form within 30 days from the date of the spill or leak.
- B. No risk of fire, storm, flood, or act of God, and no risk resulting from riots, insurrection, rebellion, war, or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipeline, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from any such causes occurs after the oil has been received for transportation, and before it has been delivered to the Consignee, the Shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipeline at the time of such loss, and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the Shipper shall be required to pay charges only on the quantity of oil delivered. This section shall not apply if the loss occurs because of negligence of the pipeline. (Supplemented by Rule 45)
- C. Common carrier pipelines shall mail (return Receipt requested) or hand deliver to landowners (persons who have legal title to the property in question) and residents (persons whose mailing address is the property in question) of land upon which a spill or leak has occurred, all spill or leak reports required by the commission for that particular spill or leak within 30 days of filing the required reports with the commission. Registration with the commission by landowners and residents for the purpose of receiving spill or leak reports shall be required every five years, with renewal registration starting January 1, 1999. If a landowner or resident is not registered with the commission, the common carrier is not required to furnish such reports to the resident or landowner.

**SECTION 2****Explanation of Terms and Abbreviations:**

“API” as herein used means American Petroleum Institute.

“ASTM” as herein used means American Society for Testing Materials.

“Barrel (Bbl)” as herein used shall have the meaning set forth in Rule 3.

“Base Period Shipments” as herein used means the average daily volume a Regular Shipper has shipped on the Pipeline during a period of 12 months beginning 13 months prior to the month of allocation and ending the month preceding the month of allocation.

“Business Day” as herein used means a day of the year, excluding all weekends and Carrier Holidays, when Carrier’s office is open during normal business hours.

“Carrier Holiday” as herein used means a day other than a Saturday or Sunday on which Carrier’s office is closed for business.

“Committed Rate” or “Committed Rates” as herein used means both the Gathering Rate and the Transportation Rate.

“Common Stream” as herein used means Crude Petroleum moved through the Pipeline and Pipeline facilities which is commingled or intermixed with other Crude Petroleum.

“Connection Agreement” as herein used means a contract between Pipeline Operator and the owner of a connecting pipeline or production facility setting forth the contractual terms applicable to the connection between the Pipeline and the connecting pipeline or production facility.

“Consignee” as herein used means a party, including a connecting pipeline system, to whom Shipper has ordered Delivery of Crude Petroleum.

“Condensate” as herein used means liquid products of oil wells and gas wells resulting from condensation of petroleum hydrocarbons existing initially in gaseous phase in an underground reservoir that are recovered at the surface without resorting to processing.

“Corpus Christi Terminal” as herein used means Carrier’s Viola terminalling facilities located near Corpus Christi, Texas.

“Crude Petroleum” as herein used means direct liquid products of oil wells, Condensate or a mixture thereof.

“ ° ” as herein used means degrees Fahrenheit.

“Delivery” as herein used means transfer from Pipeline Operator at a Destination Point to Shipper or Consignee.

“Destination Point” as herein used means the ECHO Terminal or the Corpus Christi Terminal.

“ECHO Terminal” as herein used means Enterprise Crude Oil LLC’s crude oil storage and terminal facilities located at or near Webster in Harris County, Texas.

“ECHO Terminal Common Stream” as herein used means the Crude Petroleum that is delivered in a common stream at the ECHO Terminal from the Pipeline



“ENom System” as herein used means Electronic Nomination System. The ENom System is a computerized information system that enables Shippers to nominate the movement of Crude Petroleum on the Pipeline. Shippers can access the ENom System on Carrier’s website at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs/enom-portal>.

“New Shipper” as herein used means any Shipper who is not a Regular Shipper.

“Nomination” as herein used means a designation by a Shipper to the Pipeline Operator of an approximate quantity of Crude Petroleum for transportation from specified origin point(s) to a specified Destination Point(s) over a period of one calendar month in accordance with these rules and regulations. The Nomination must be submitted via Carrier’s ENom System.

“Nomination Date” as herein used means the 15<sup>th</sup> of the month preceding the movement; provided that when the 15<sup>th</sup> 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 Business Day. When the 15<sup>th</sup> of the month falls on a Carrier Holiday, Nominations will be required prior to 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, 3 Business Days prior to the Carrier Holiday.

“Pipeline” as herein used means the pipeline that extends from and to the points set forth in this tariff.

“Pipeline Capacity” as herein used means the volume of Pipeline Operator’s Crude Petroleum throughput capacity on the Pipeline, as reasonably determined by Pipeline Operator.

“Pipeline Operator” or “Carrier” as herein used means Eagle Ford Pipeline LLC.

“Receipt” as herein used means transfer from Shipper at an origin point to Pipeline Operator for transportation.

“Regular Shipper” as herein used means any Shipper having a record of movements on the Pipeline for the 12 months prior to the month of apportionment.

“Shipper” as herein used means a Party who contracts with Pipeline Operator for the transportation of Crude Petroleum under the terms of this tariff.

“Single Delivery” as herein used means a Delivery of Crude Petroleum in one continuous operation to one or more Consignees into a single facility, furnished by such Consignee or Consignees, to which the Pipeline is connected.

“Transportation and Connection Agreement” as herein used means an agreement between a Shipper and Pipeline Operator pursuant to which such Shipper has the right to ship.

“TRRC” as herein used means the Texas Railroad Commission.

**Rule 20. Common Stream Contamination- Rule 1 contained herein shall be amended as follows:**

If Crude Petroleum is tendered that is materially different in character and/or quality from that usually produced in the field, Pipeline Operator, in its sole discretion, may reject such tender to prevent contamination of the Common Stream.

**Rule 21. Storage- Rule 5 contained herein shall be amended as follows:**

The Pipeline Operator has working tanks required in the process of transporting Crude Petroleum but no other available tankage and therefore, unless otherwise specifically stated in a tariff making reference to these rules and regulations, Pipeline Operator does not have facilities for rendering, nor does it offer, a storage service. Provisions for storage in transit in facilities furnished by Shipper at points on the Pipeline will be permitted to the extent authorized under individual tariffs lawfully on file with the Texas Railroad Commission.

**Rule 22. Intentionally Left Blank.**

**Rule 23. Intentionally Left Blank**

**Rule 24. Notice of Arrival, Delivery at Destination, Demurrage- Rule 10 contained herein shall be superseded as follows:**

- A. Pipeline Operator shall transport Crude Petroleum with reasonable diligence, considering the quality of the Crude Petroleum, the distance of transportation, and other material elements. Pipeline Operator shall not be required to deliver Crude Petroleum to a particular Destination Point, at a particular time. At any time after Receipt of a consignment of Crude Petroleum, upon 24 hours' notice to the Consignee, Pipeline Operator may offer Crude Petroleum for Delivery at the Destination Point. Shipper or Consignee shall accept and receive said Crude Petroleum with all possible dispatch into tanks or receptacles arranged for or provided by the Shipper or Consignee.
- B. If Shipper or Consignee does not timely receive said Crude Petroleum, then commencing twenty-four hours after the first seven o'clock a.m., after expiration of the delivery notice described above, Pipeline Operator may assess a demurrage charge on any part of said Crude Petroleum shipment offered for Delivery and not taken by Shipper or Consignee; the demurrage charge will be **[1]** 62.69 cents per Barrel per day for each day of 24 hours or fractional part thereof. After expiration of said 24 hour notice, Pipeline Operator's liability for loss, damage or delay with respect to Crude Petroleum offered for Delivery but not taken by Shipper or Consignee shall be that of a warehouseman only.
- C. If the Shipper, or Consignee, is unable or refuses to receive said Crude Petroleum as it arrives at the specified Destination Point, Pipeline Operator reserves the right to make whatever arrangements for disposition of the Crude Petroleum it deems appropriate in order to clear its pipeline, including the right to sell such Crude Petroleum. Any additional expenses incurred by Pipeline Operator in making such arrangements shall be borne by the Shipper or Consignee.

**Rule 25. Telecommunications-Rule 13 contained herein is not applicable to the pipelines or facilities operated under this tariff.**

**Rule 26. Interconnections for Receipts and Deliveries- Rules 17 and 18 contained herein shall be amended as follows:**

Pipeline Operator will accept Crude Petroleum for transportation only when the Shipper or Consignee has provided the necessary facilities for delivering Crude Petroleum into the Pipeline at the point of origin and has made the necessary arrangements for shipment beyond or has provided the necessary facilities for receiving said Crude Petroleum as it arrives at the Destination Point.

Pipeline Operator shall not be obligated to provide connections or facilities for the exchange of Crude Petroleum unless the Shipper or producer requesting such connection can demonstrate compliance with Pipeline Operator's connection and Delivery specifications.

Pipeline Operator will determine and advise Shippers of the size and capacity of pipelines, tanks and/or metering facilities to be provided by Shipper at the point of Receipt to meet the operating conditions of Pipeline Operator's facilities at such point. Pipeline Operator will not accept Crude Petroleum for transportation unless such facilities have been provided to meet industry standards.

The Pipeline Operator may refuse to accept Crude Petroleum for transportation unless satisfactory written evidence is furnished that the Shipper or Consignee has provided the necessary facilities for the prompt receiving of said Crude Petroleum at the Destination Point.

Connections to the Pipeline will only be considered if made by formal written notification to Pipeline Operator. All connections will be subject to design requirements necessary to protect the safety, security,

integrity and efficient operation of the Pipeline in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations.

**Rule 27. Intentionally Left Blank.**

**Rule 28. Specifications and Restrictions.**

- A. Pipeline Operator will from time to time determine the quality and general characteristics of Crude Petroleum it will regularly transport as a Common Stream between particular origin points and Destination Points on the Pipeline. Pipeline Operator will inform all interested persons of such Crude Petroleum quality and general characteristics upon request by them. Changes in Crude Petroleum quality standards will be made by new tariff filings. Crude Petroleum quality and general characteristics include, but are not limited to, whole crude properties such as A.P.I. gravity, sulfur, S. & W., Reid Vapor Pressure, pour point, viscosity, hydrogen sulfide, metals, nitrogen, chlorinated and/or oxygenated hydrocarbons, salt content, and product yields.
- B. Pipeline Operator may, from time to time, undertake to transport other or additional grades of Crude Petroleum if, in the opinion of Pipeline Operator, sufficient quantities are nominated and facilities are available to justify transportation of such other or additional grades. Further, Pipeline Operator may, after giving reasonable notice to Shippers who may be affected, cease transporting particular grades of Crude Petroleum.
- C. Shipper shall not deliver to Pipeline Operator and Pipeline Operator shall not be obligated to accept Crude Petroleum for transportation except merchantable Crude Petroleum which is properly settled and contains not more than 1% of basic sediment, water, and other impurities, and has a temperature not in excess of 120° Fahrenheit and its gravity, viscosity, pour point, and other characteristics are such that it will be readily susceptible to transportation through Pipeline Operator's existing facilities, and will not materially affect the quality of other shipments or cause disadvantage to other Shippers and/or Pipeline Operator. In addition, Pipeline Operator reserves the right to reject (any and all of, but not limited to) the following shipments: (1) Crude Petroleum having a Reid Vapor Pressure in excess of 9 pounds per square inch absolute and/or an API gravity in excess of 78.9°; and (2) Crude Petroleum where the Shipper or Consignee has failed to comply with applicable laws, rules, and regulations made by government authorities regulating shipment of Crude Petroleum. If Crude Petroleum is accepted from tankage, settled bottoms in such tanks must not be above a point 4" below the bottom of the pipeline connection with the tank from which it enters the Pipeline.
- D. Pipeline Operator may monitor, but is not responsible for monitoring, receipts or deliveries for contaminants. If, upon investigation, Pipeline Operator determines that a Shipper has delivered to the Pipeline Crude Petroleum that has been contaminated by the existence of and/or excess amounts of impure substances, including but not limited to, chlorinated and/or oxygenated hydrocarbons, arsenic, lead and/or other metals, such Shipper will be excluded from further entry into the Pipeline until such time as quality specifications are met to the satisfaction of Pipeline Operator. Further, Pipeline Operator reserves the right to dispose of any contaminated Crude Petroleum blocking its Pipeline. Disposal thereof, if necessary, may be made in any reasonable commercial manner, and any liability associated with the contamination or disposal of any Crude Petroleum shall be borne by the Shipper introducing the contaminated Crude Petroleum into the Pipeline.
- E. Pipeline Operator will endeavor to segregate Crude Petroleum into separate Common Streams:
  - (a) Eagle Ford Crude - API Gravity less than 45°
  - (b) Eagle Ford Mid-grade - API Gravity between 45° and 55°
  - (c) Eagle Ford Condensate - API Gravity greater than 55°

Upon request from a Shipper that is eligible for Committed Rates, and subject to the following sentence, Pipeline Operator shall provide blending services in accordance with Shipper's blend instructions, in a good and workmanlike manner, and in accordance with customary industry practices using such Shipper's Crude Petroleum in Carrier's possession. Pipeline Operator shall not have an

obligation to blend if Shipper's blend instructions will not meet, or will cause Shipper's Crude Petroleum not to meet, or components nominated or delivered by such Shipper cannot be blended to meet, the nominated Destination Point specifications or specifications of a connecting carrier. In such an event, Pipeline Operator shall promptly notify Shipper, and Shipper shall promptly revise its nomination as needed in order for Carrier to provide blending services. In the event blending occurs, Shipper's blend instructions will result in one of the above Common Streams as Shipper instructed.

Shippers are required to furnish Crude Petroleum assays upon the request of Pipeline Operator so that quality determinations can be made. If Pipeline Operator determines that the Crude Petroleum tendered for transportation does not meet the specifications contained herein or, in the opinion of Pipeline Operator, differs materially in character from Crude Petroleum being transported by Pipeline Operator, transportation may be either refused or only offered under such terms and conditions agreed to by Pipeline Operator and Shipper and consistent with this tariff.

- F. Quality specifications of a connecting carrier (which shall include operators of portions of the Pipeline leased by Carrier) may be imposed upon Carrier when such limits are less than that of Carrier, in which case the limitations of the connecting carrier will be applied.
- G. Notwithstanding anything to the contrary herein contained, (i) in order for a Shipper to be entitled to take Delivery of Crude Petroleum at the ECHO Terminal, Shipper must deliver into the Pipeline at the origin points a quantity of Crude Petroleum meeting the requirements for Eagle Ford Crude as described in Rule 28.E.(a) above that is equivalent to the quantity of Crude Petroleum that Shipper takes delivery of at the ECHO Terminal (as reduced for Allowance Oil), and (ii) only ECHO Terminal Common Stream will be delivered at the ECHO Terminal.

**Rule 29. Intentionally Left Blank.**

**Rule 30. Nominations and Scheduling.**

All Shippers and Consignees desiring to ship or receive Crude Petroleum through the pipelines of Pipeline Operator shall provide Pipeline Operator via Pipeline Operator's ENom System, a Nomination containing the following information, and any other such information reasonably requested by Pipeline Operator to schedule and dispatch each shipment of Crude Petroleum: the kind, quantity, origin point, sequence of Delivery, Destination Point and Shipper of each proposed shipment of Crude Petroleum. The following shall also apply to Nominations which amend Rule 7:

- A. Unless otherwise stated on a tariff making reference to these rules and regulations, Nominations for the transportation of Crude Petroleum for which Pipeline Operator has facilities will be accepted into the Pipeline under these rules and regulations in quantities of not less than 10,000 Barrels aggregate from one or more Shippers as operations permit and provided such Crude Petroleum is of similar quality and characteristics as is being transported from origin point to Destination Point; except that Pipeline Operator reserves the right to accept any quantity of Crude Petroleum from lease tanks or other facilities to which the Pipeline is connected if such quantity can be consolidated with other Crude Petroleum such that Pipeline Operator can make a Single Delivery of not less than 10,000 Barrels, and Pipeline Operator will not be obligated to make any Single Delivery of less than 10,000 Barrels, unless Pipeline Operator's operations dictate otherwise.
- B. Unless such Nomination is made timely, Pipeline Operator will be under no obligation to accept Crude Petroleum for transportation. Nominations shall only include origin points and Destination Points set forth on the applicable tariff. Nominations must be received on or before the Nomination Date. Pipeline Operator's monthly nomination schedule will be posted on Pipeline Operator's website on or before January 15 of each year. Shippers can access Pipeline Operator's monthly nomination schedule on Pipeline Operator's website at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs/enom-portal>.
- C. Nominations or changes in Nominations received after the Nomination Date will not be accepted from the Nomination Date to the first day of the following month. After the first of the month, changes

will be accepted only via Pipeline Operator's ENom System and only if space is available and the additional or changed Nominations do not impair the movement of Crude Petroleum nominated prior to the Nomination Date.

- D. In the event the total Nominations submitted for shipment in the Pipeline exceed the Pipeline Capacity, such Pipeline Capacity shall be prorated among all shipments according to the proration procedure set forth in Rule 34, below.
- E. For each calendar month Pipeline Operator will establish a sequence for pumping Crude Petroleum through the Pipeline and will schedule the approximate time when Crude Petroleum offered for shipment will be received by Pipeline Operator at origin points and delivered by Pipeline Operator at Destination Points.
- F. Pipeline Operator will inform each Shipper of the time within each calendar month when Crude Petroleum will be received from such Shipper at origin points and Pipeline Operator will inform each Shipper or his Consignee of the approximate time within each calendar month when Crude Petroleum will be delivered to such Shipper or Consignee at Destination Points.

**Rule 31. Measurements and Adjustments- The following modifies and supersedes Rule 9 hereof as follows:**

- A. Crude Petroleum shipped hereunder shall be measured and tested by representatives of Pipeline Operator or by automatic equipment approved by Pipeline Operator. Quantities shall be determined by dynamic or static measurement methods in accordance with appropriate API standards, latest revision, and adjusted to base (reference or standard) conditions.
- B. When, in Pipeline Operator's reasonable opinion, a lease operator or connecting carrier's tanks are unsafe or unsuitable for use in custody transfer because of improper connections, high bottom accumulations of any extraneous matter, incrustations on the inside of the tank walls, or any other conditions unacceptable to Pipeline Operator, Pipeline Operator may reject the use of such tank until the unacceptable conditions have been corrected. Alternatively, in the case of incrustation inside any tank, Pipeline Operator may determine and apply a correction factor to ascertain the correct tank capacity.
- C. Corrections will be made for temperature from observed degrees Fahrenheit to 60 degrees Fahrenheit and for pressure to 14.696 psia. Pipeline Operator will deduct the full amount of sediment, water and other impurities as the centrifugal or other test may show.
- D. Unless otherwise indicated on a tariff, a deduction of two-tenths of one percent (0.2%) will be made to cover evaporation, interface losses, and other normal losses during transportation ("Allowance Oil").
- E. After consideration of all of the factors set forth in this Rule 31, the net balance will be determined as the quantity deliverable by Pipeline Operator, and transportation charges will be assessed on such net balance.

**Rule 32. Intentionally Left Blank**

**Rule 33. Liability of Parties-Rule 4 contained herein shall be supplemented, as follows:**

- A. Pipeline Operator shall have the right to reject any Crude Petroleum, when nominated for transportation, which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind, and it may require of the Shipper satisfactory evidence of its perfected and unencumbered title or satisfactory indemnity bond to protect Pipeline Operator. By nominating Crude Petroleum, the Shipper warrants and guarantees that the Shipper has good title thereto and agrees to hold Pipeline Operator harmless for 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 Pipeline Operator as to acceptance of Shipper's good title.

- B. As a condition to Pipeline Operator's acceptance of Crude Petroleum under this tariff, each Shipper agrees to defend, indemnify and hold harmless Pipeline Operator against claims or actions for injury and/or death of any and all persons whomever and for damage to property of or any other loss sustained by Pipeline Operator, Shipper, Consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by Shipper, Consignee, their agents, employees or representatives and 2) the negligent act(s), or failure(s) to act of Shipper, Consignee, their agents, employees or representatives in connection with Delivery or Receipt of Crude Petroleum.

**Rule 34. Proration- The following modifies and supersedes Rule 16 hereof as follows:**

- A. When there shall be nominated to Pipeline Operator, for transportation, more Crude Petroleum than can be immediately transported using the Pipeline Capacity, the transportation furnished by Pipeline Operator shall be apportioned among Shippers as set forth herein.

Pipeline Capacity shall be allocated among Regular Shippers and any New Shippers as follows:

1. The Pipeline Capacity being prorated shall be divided by the total of all volumes nominated by Regular Shippers and New Shippers. The resultant fraction will be the "Proration Factor".
  2. Each New Shipper shall be allocated space equal to its nominated volumes multiplied by the Proration Factor, except that the capacity available to New Shippers shall not be more than 10 percent of the Pipeline Capacity.
  3. The remaining capacity shall be allocated among Regular Shippers in proportion to their Base Period Shipments.
- B. When it is determined that insufficient capacity is available to accommodate all valid timely and properly submitted nominations, Pipeline Operator will notify via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Pipeline Operator, each Shipper that has tendered a nomination ("Initial Nomination") for the allocated line segment or facility. Each allocated Shipper will have an opportunity to submit a revised nomination for the month, which revised nomination must be equal to or less than the Shipper's Initial Nomination ("Revised Nomination"). A Shipper must submit a Revised Nomination to Pipeline Operator within 24 hours of Pipeline Operator notifying the Shipper of the opportunity to submit a Revised Nomination. If a Shipper does not submit a Revised Nomination within such 24-hour time period, the Shipper's Initial Nomination shall be deemed to be its Revised Nomination.
- C. In no event shall any portion of allocated capacity to a New Shipper be used in such a manner that it will increase the allocated capacity of another Shipper beyond the allocated capacity that Shipper is entitled to under the provisions stated in this Rule 34.
- D. Pipeline Operator may require written assurances from responsible officials of Shippers regarding use of allocated capacity stating that this requirement has not been violated. In the event any New Shipper shall, by any device, scheme or arrangement whatsoever, make its allocated capacity available to another Shipper, or in the event any Shipper shall receive and use any allocated capacity from a New Shipper, then, in the month following discovery of such violation, the allocated capacity of a New Shipper will be reduced to the extent of the excess capacity made available and the allocated capacity of a Shipper will be reduced to the extent of excess capacity used.
- E. No Nominations shall be considered beyond the amount that the nominating party has readily accessible for shipment. If a Shipper is unable to tender Crude Petroleum equal to the capacity allocated to it, Pipeline Operator will reduce that Shipper's volumes for the succeeding month to be

scheduled by the amount of allocated throughput not utilized during the preceding month (“Over-Nomination Penalty”) if apportionment is necessary. Pipeline Operator shall reallocate any volumes made available by imposition of the Over-Nomination Penalty to all Shippers in accordance with the provisions of this Rule 34, provided that no volumes shall be allocated to Shippers on which the Over-Nomination Penalty was imposed. Pipeline Operator shall not apply the Over-Nomination Penalty if a Shipper’s over-nomination was the result a force majeure event or operational constraints on Pipeline Operator’s system, as determined by Pipeline Operator.

**Rule 35. Payment of Transportation and Other Charges- Supersedes the provisions of Rule 11 hereof.**

- A. Crude Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of Receipt of such Crude Petroleum by the Pipeline Operator, irrespective of the date of Nomination. Unless otherwise stated in an individual tariff making reference to these rules and regulations, (i) the Gathering Rate will be charged and collected on the basis of the quantities of Crude Petroleum received at the origin points, (ii) the Transportation Rate will be charged and collected on the basis of the net quantities Delivered at the Destination Points, (iii) the Base Rate will be charged and collected on the basis of the net quantities Delivered at the Destination Points and (iv) all other lawful charges will be collected on the basis of the net quantities of Crude Petroleum Delivered at the Destination Points. All net quantities will be determined in the manner provided in Rule 31 (Measurements and Adjustments).
- B. Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment (including penalties, interest and late fees), and, pursuant to the provisions of Rule 51 (Financial Assurances) contained herein, may be required to prepay such charges or furnish an irrevocable letter of credit satisfactory to Pipeline Operator or furnish a guaranty of payment satisfactory to Pipeline Operator. Unless otherwise stated in this tariff, a Transportation and Connection Agreement or on an invoice, payments shall be due and payable by wire transfer in immediately available funds within 10 days following the receipt of an invoice. Payments not received by Carrier in accordance with the foregoing will be deemed delinquent and will accrue interest at (i) the prime rate as quoted by a major New York bank selected by Carrier, plus 2% or (ii) the maximum rate allowed by applicable law, whichever is less, such interest to be calculated from and including the due date until the date the delinquent amount is paid in full.
- C. Pipeline Operator shall have a lien on all Crude Petroleum accepted for transportation to cover payment of all charges, including demurrage and late charges and may refuse to make Delivery of Crude Petroleum until all charges have been paid. Such lien shall extend to all Crude Petroleum, including Shipper’s linefill, in Pipeline Operator’s possession beginning with Shipper’s first receipt of transportation or other services from Pipeline Operator. Shipper agrees to execute such additional documents as may be reasonably necessary to perfect or evidence such lien. If a bill of lading is required under applicable law for such a lien to arise, acceptance of the Nomination will be deemed to be the bill of lading for all Crude Petroleum, including Shipper’s line fill, subject to such Nomination. The lien provided herein shall be in addition to any lien or security interest provided by this tariff or applicable law. If said charges, or any part thereof, shall remain unpaid for 10 days following the due date, in addition to any other rights Pipeline Operator has under this tariff or existing law, Pipeline Operator shall also have the right to (i) refuse to provide Shipper access to Pipeline Operator’s system or provides services pursuant to this tariff, and/or (ii) sell Shipper’s Crude Petroleum at public auction in accordance with the procedures set forth below.
- D. Pipeline Operator shall have a lien on Crude Petroleum when there shall be failure to take the Crude Petroleum at the Destination Point as provided in Rule 24 (Notice of Arrival, Delivery at Destination, Demurrage). Pipeline Operator shall have the right to sell said Crude Petroleum at public auction, for cash. The auction will be held between the hours of ten o’clock a.m. and four o’clock p.m. on any day not a weekend or legal holiday, and not less than 24 hours after the Shipper has been officially notified of the time and place of such sale and the quantity, general description, and location of the Crude Petroleum to be sold. Pipeline Operator may be a bidder and purchaser at such sale. Out of the proceeds of said sale, Pipeline Operator shall pay itself for all transportation,

demurrage, and other lawful charges, expenses of notice, advertisement, sale and other necessary expenses, and expenses of caring for and maintaining the Crude Petroleum, and the balance shall be held for whomsoever may be lawfully entitled thereto after the auction. If the proceeds of said sale do not cover all expenses incurred by Pipeline Operator, the Shipper and/or Consignee are liable to Pipeline Operator for any deficiency.

**Rule 36. Charge for Spill Compensation.**

In addition to the transportation charges and all other charges accruing on Crude Petroleum accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Pipeline Operator in connection with such a commodity, pursuant to any Federal, State or local act or regulation which levies a tax, fee, or other charge, on the Receipt, Delivery, transfer or transportation of such commodities within their jurisdiction for the purpose of creating a fund for the prevention, containment, cleanup and/or removal of spills and/or the reimbursement of persons sustaining loss therefrom. If such taxes, fees or other charges are levied against Pipeline Operator pursuant to this Rule 36, Pipeline Operator shall file a tariff with the TRRC.

**Rule 37. Intrasystem Transfers.**

An intrasystem transfer of title to Crude Petroleum will be allowed on the Pipeline for a fee of **[1]** 0.77 cent per Barrel charged to the transferor; provided, however, that no transfer fee shall be assessed to the transferor if the transferor pays the transportation charges to the specified transport point. The transferee accepting volumes on an intrasystem transfer shall be responsible for payment of transportation charges from the transfer point to the Destination Point. Pipeline Operator 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. An intrasystem transfer request, if recognized, shall be confirmed in writing by both the transferor and the transferee within 72 hours after the request. Such request shall indicate the party to which the transfer is to be made, the amount of Crude Petroleum to be transferred, its location, grade, and a warranty statement of unencumbered title. In addition, pursuant to the provisions of Rule 51 (Financial Assurances) contained herein, the transferor and transferee, upon the request of Pipeline Operator and at Pipeline Operator's option, shall provide an irrevocable letter of credit or other form of security in terms satisfactory to Pipeline Operator and in an amount necessary to cover all charges and fees.

**Rule 38. Volumetric Adjustment.**

Any volumetric difference between Receipts from Shipper and Delivery to Shipper or Consignee during a current month as a result of scheduling will be adjusted in the following month without any further liability to Pipeline Operator, taking into consideration all prior deductions allowed pursuant to the rules and regulations contained herein.

**Rule 39. Inventory Requirements.**

Prior to delivering Barrels out of the Pipeline, each Shipper will be required to supply a pro rata share of Crude Petroleum necessary for pipeline and tankage fill to ensure efficient operation of the Pipeline. Crude Petroleum provided by Shippers for this purpose may be withdrawn only after: (1) shipments have ceased and the Shipper has notified Pipeline Operator in writing of its intention to discontinue shipments in the Pipeline, and (2) Shipper balances have been reconciled between Shipper and Pipeline Operator. Pipeline Operator may require advance payment of transportation charges on the volumes to be cleared from the Pipeline, and any unpaid accounts receivable, before final Delivery will be made. Pipeline Operator shall have a reasonable period of time from the receipt of said notice, not to exceed 6 months, to complete administrative and operational requirements incidental to Shipper withdrawal. Notwithstanding the foregoing, any Shipper who executes a Transportation and Connection Agreement shall be obligated to comply with the linefill obligations in such agreement.



**Rule 40. Pipeage or other Contracts Required.**

Separate pipeage and other contracts in accordance with these rules and regulations covering further details may be required by the Pipeline Operator before any duty for transportation shall arise.

**Rule 41. Claims for Loss or Damage-Rule 12 contained herein shall be amended as follows:**

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Pipeline Operator within 90 days after Delivery of the Crude Petroleum, or, in case of failure to make Delivery, then within 90 days after a reasonable time for Delivery has elapsed; and suits arising out of such claims shall be instituted against Pipeline Operator only within 2 years and 1 day from the day when notice in writing is given by Pipeline Operator to the claimant that Pipeline Operator has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Pipeline Operator will not be liable and such claims will not be paid.

**Rule 42. Diversion or Reconsignment.**

Crude Petroleum in transport may be diverted to a Destination Point other than originally specified on the tender, or Crude Petroleum in transport may be reconsigned to another Shipper at Destination Point only, provided such diversion or reconsignment is made in writing by the tendered Shipper prior to Delivery at original Destination Point. This will be allowed subject to the rates, rules and regulations applicable from point of origin to the final Destination Point, upon condition that no out-of-line or backhaul movement will be made.

**Rule 43. Truck, Tanker and Barge Loading and Unloading.**

- A. Shipments unloaded from tank trucks into Pipeline Operator's facilities may be subject to a per-barrel charge, if specified on individual tariffs making reference to these rules and regulations. Such charge will be in addition to all other charges.
- B. Pipeline Operator will receive or deliver Crude Petroleum across its dock facilities from either tankers or barges where dock facilities are equipped to handle tankers or barges. Shippers shall indemnify, defend and hold Pipeline Operator harmless against any and all claims (whether made by the vessel owner or any other party) for demurrage or any other charges arising out of any delay of such vessel not caused by Pipeline Operator's gross negligence.

**Rule 44. Application of Rates from and to Intermediate Points**

For Crude Petroleum accepted for transportation from any point on Pipeline Operator's lines not named in a particular tariff, which is intermediate to a point from which rates are published in said tariff, through such unnamed point, the rate published from the next more distant point specified in such tariff will apply. For Crude Petroleum accepted for transportation to any point not named in a particular tariff which is intermediate to a point which rates are published in said tariff, through such unnamed point, the rate published therein to the next more distant point specified in the tariff will apply.

**Rule 45. Risk of Loss.**

If Crude Petroleum is lost in transit, while in the custody of Pipeline Operator, due to causes other than those described in Rule 19, Pipeline Operator may obtain and deliver to Shipper other Crude Petroleum of the same quantity and grade as that which was lost, but Pipeline Operator shall not be obligated to do so. In the alternative, Pipeline Operator may compensate Shipper for such loss in money. If Pipeline Operator compensates Shipper for such loss in money, the price per Barrel shall be determined as of the date of the loss based on the value of the lost Crude Petroleum. In no event shall Pipeline Operator be liable to Shipper for consequential, incidental or exemplary damages, nor any damages not due to Pipeline Operator's negligence.

**Rule 46. Common Stream Crude – Connecting Carriers.**

When both Receipts from and deliveries to a connecting pipeline of substantially the same grade of Crude Petroleum are scheduled at the same interconnection, Pipeline Operator reserves the right, with the cooperation of the operator of the connecting pipeline, to offset like volumes of such Common Stream Crude Petroleum in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes. When this right is exercised, Pipeline Operator will make the further deliveries for the Shipper involved from Pipeline Operator's Common Stream.

**Rule 47. Shipments, Maintenance of Identity.**

- A. Pipeline Operator shall not be liable to Shipper for changes in gravity or quality of Shipper's Crude Petroleum. Pipeline Operator is not obligated to deliver to Shipper the identical Crude Petroleum nominated by Shipper; Pipeline Operator will deliver Crude Petroleum from the Common Stream.
- B. Pipeline Operator shall have no responsibility in, or for, any revaluation or settlements which may be deemed appropriate by Shippers and/or Consignees because of mixing or commingling of Crude Petroleum shipments between the Receipt and Delivery of such shipments by Pipeline Operator within the same Common Stream.

**Rule 48. Additives.**

Pipeline Operator reserves the right to require, approve or reject the injection of corrosion inhibitors, viscosity or pour point depressants, drag reducing agent, or other such additives in Crude Petroleum to be transported.

**Rule 49. Origin Facilities Required for Automatic Custody Transfer.**

Where consignor (or Shipper) elects to deliver Crude Petroleum to Pipeline Operator at point of origin through automatic custody transfer facilities (in lieu of tankage), the consignor (or Shipper) shall furnish the required automatic measuring and sampling facilities and the design, construction, and calibration of such facilities must be approved by Pipeline Operator and any appropriate regulatory body. In the event automatic custody transfer is made by meters, the consignor (or Shipper) shall also furnish whatever pumping service is necessary to insure that the Crude Petroleum being delivered to the meter is at a pressure in excess of the bubble point of the liquid.

**Rule 50. Laws and Regulations.**

This tariff is subject to all present and future applicable federal, state and local laws and all applicable rules, regulations and orders of any governmental authority having jurisdiction (collectively "Law"). To the extent any rule herein conflicts with any Law, the applicable rule shall be revised to comply with such Law. Pipeline Operator shall not be liable to a Shipper for the adverse consequences of a revision necessary to comply with the Law.

**Rule 51. Financial Assurances**

- A. At any time, upon the request of the Pipeline Operator, any prospective or existing Shipper shall provide financial documentation and information to the Pipeline Operator that will allow the Pipeline Operator to determine the prospective or existing Shipper's capacity to perform any financial obligations that could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff, including but not limited to the payment of transportation charges and the reasonably determined value of negative Shipper's balance positions. The Pipeline Operator shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to provide the requested information to the Pipeline Operator or if the Pipeline Operator's review of the requested information reveals that the existing or prospective Shipper may not have the capacity to perform the financial obligations that

could arise from the transportation of that Shipper's Crude Petroleum under the terms of this tariff, including but not limited to the payment of transportation charges and the reasonably determined value of negative Shipper's balance positions.

- B. Subject to the provisions of paragraph (c) below, the Pipeline Operator upon notice to the prospective or existing Shipper, may require one or more of the following financial assurances (collectively, "Financial Assurances") for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Pipeline Operator to be provided at the expense of the Shipper:
1. prepayment;
  2. a letter of credit in favor of Pipeline Operator in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Pipeline Operator in a form and from an institution acceptable to Pipeline Operator;
  3. a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Pipeline Operator, in a form and from a third party acceptable to Pipeline Operator; or
  4. such other enforceable collateral security including but not limited to security agreements over assets of the Shipper, in a form acceptable to the Pipeline Operator.
- C. In the event that the Pipeline Operator reasonably determines that:
1. the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
  2. any Financial Assurances previously provided by a Shipper no longer provide adequate security for the performance of the Shipper's obligations that could arise from the transportation of its Crude Petroleum under the terms of this tariff; or
  3. the Carrier otherwise determines that it is necessary to obtain Financial Assurances from the Shipper,

then the Shipper shall provide Financial Assurances for the payment of the charges and costs as provided for in this tariff or otherwise lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum by the Carrier.

For the purpose of this tariff, and without limiting the generality of the charges and costs lawfully due to the Carrier relating to the transportation of the Shipper's Crude Petroleum, those charges and costs shall include but are not limited to transportation charges and negative Shipper's balance positions and the Allowance Oil. The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to deliver the Financial Assurances to Carrier.

#### **Rule 52. Quality Bank**

Gathering System A and Gathering System B each share their respective pipeline facilities with other pipeline carriers. Therefore, all Crude Petroleum that is transported by Carrier pursuant to this tariff on either Gathering System A or Gathering System B will be commingled with the crude petroleum that is then being transported by the other carriers who use such shared pipeline facilities.

In order to address certain differences in gravity and/or sulfur that may occur to the Crude Petroleum that is being transported on the Shared Common Stream of each such gathering system, Carrier along with all of the other carriers who provide transportation services using the same pipeline facilities as those used by

Carrier for the gathering systems, have established a Shared Quality Bank for each such set of pipeline facilities. The purpose of such Shared Quality Banks is to allow for the calculation and remittance of monetary adjustments among all applicable Quality Bank Shippers who are tendering Crude Petroleum to the Shared Common Stream on such shared pipeline facilities. Unless otherwise stated in this tariff, each Shipper will be required, as a condition to shipping on one of the gathering systems, to deliver all Crude Petroleum into the applicable Shared Common Stream for such gathering system and participate in the applicable Shared Quality Bank for such gathering system, which will be administered by the respective Shared System Carriers on a monthly basis in accordance with the provisions of this Rule 52.

For purposes of Rule 52, Gathering System A's Shared Quality Bank includes volume transported on Gathering System A, and Gathering System B's Shared Quality Bank includes volume transported on Gathering System B. Gathering System A's Shared Quality Bank and Gathering System B's Shared Quality Bank are each administered independently based on the Shared Common Stream applicable to each such gathering system. In no event shall volume from Gathering System A's Shared Common Stream be applied to Gathering System B's Shared Common Stream, or vice versa.

A. Definitions. For purposes of this Rule 52, following definitions will apply:

"Gathering System A" as used herein means the portion of the Pipeline from Gathering Group A's origin points (as set forth on the Gathering Location table on page 2) to the PGS Stabilizer at Gardendale, La Salle County.

"Gathering System B" as used herein means the portion of the Pipeline from Gathering Group B's origin points (as set forth on the Gathering Location table on page 2) to Gardendale Station, La Salle County.

"Quality Bank Shipper" as herein used means a shipper, including Shippers, that is subject to the Shared Quality Bank for Gathering System A or Gathering System B, as applicable, as set forth in this Rule 52 pursuant to the terms of a Shared System Carrier's tariff or agreement.

"Shared Common Stream" as herein used means the sum of all Crude Petroleum received into the common stream of Shared System Carriers at receipt points on the Shared System.

"Shared Quality Bank" as herein used means the gravity bank and sulfur bank in this Rule 52 that is operated by the Shared System Carriers for the benefit of all Quality Bank Shippers tendering Crude Petroleum into the applicable Shared Common Stream.

"Shared System" as herein used means Gathering System A or Gathering System B, as applicable.

"Shared System Carrier(s)" means Carrier and other carriers that provide transportation services on the applicable Shared System. The Shared System Carriers will administer the applicable Shared Quality Bank described in this Rule 52.

B. Shared Quality Bank. The purpose of the Shared Quality Bank is to mitigate, to the fullest extent reasonably possible, damage or improvement to Quality Bank Shippers whose Crude Petroleum is commingled in a Shared Common Stream. The amounts payable by all Quality Bank Shippers to Shared System Carriers pursuant to the Shared Quality Bank will equal the amounts owed by Shared System Carriers to all Quality Bank Shippers pursuant to the Shared Quality Bank. The operation of the Shared Quality Bank requires Shared System Carriers to share information in order to calculate the weighted average gravity and/or sulfur values for each month, including each Quality Bank Shipper's average gravity and/or sulfur values for each month; therefore, as a condition of shipment of Crude Petroleum in a Shared Common Stream, each Quality Bank Shipper agrees to waive any rights to confidentiality related to the information that is shared between the Shared System Carriers to calculate the weighted average gravity and/or sulfur values for each month, solely for this purpose. All Quality Bank Shippers tendering into a Shared Common Stream on Gathering System A or Gathering System B will be bound by the Shared Quality Bank under the provisions of this Rule 52, and all Quality Bank Shippers tendering into a Shared Common

Stream on other carriers shall be bound by the Shared Quality Bank. Each Quality Bank Shipper, by its tender of Crude Petroleum into a Shared Common Stream, accepts and agrees to all of the terms, conditions and consequences contained in this Rule 52. Each of the Shared System Carriers shall ensure that this Shared Quality Bank is applied to their respective systems.

- C. Methodology. If the weighted average gravity and/or sulfur values of Crude Petroleum delivered by any Quality Bank Shipper into the Shared Common Stream during a calendar month differs from the weighted average gravity and/or sulfur values of the Shared Common Stream for all Quality Bank Shippers for such month, then such Quality Bank Shipper will be debited or credited by an amount determined using the tables and in accordance with the sample calculations contained in Exhibit A (Gathering System A) and Exhibit B (Gathering System B) attached hereto.
- D. Determination by Shared System Carriers. At the end of each month, the quantity of Crude Petroleum in a Shared Common Stream received from each Quality Bank Shipper and the related gravity and/or sulfur values will be determined and recorded by Shared System Carriers at points where Shared System Carriers customarily record gravity and/or sulfur and quantities received into the Shared System. Shared System Carriers also will determine each month the weighted average gravity and/or sulfur values of all Crude Petroleum received into a Shared Common Stream.
- E. Liability. Shared System Carriers will take commercially reasonable actions to collect any amounts owed to Shared System Carriers by any Quality Bank Shipper in a Shared Common Stream under this Rule 52, but Shared System Carriers will have no liability to any Quality Bank Shipper for any amounts owed to such Quality Bank Shipper by a non-paying Quality Bank Shipper under this Rule 52. Any non-paying Quality Bank Shipper in a Shared Common Stream shall be directly liable to all other Quality Bank Shippers in a Shared Common Stream under this Rule 52 for such Quality Bank Shipper's nonpayment.
- F. Administration. Shared System Carriers shall work together as necessary to, and shall, administer the Shared Quality Bank, and shall perform the clearinghouse business of calculating and effecting adjustments among all Quality Bank Shippers for differences in API gravity and/or sulfur of Crude Petroleum received in a Shared Common Stream. Shared System Carriers shall receive and track all monies received from Quality Bank Shippers pursuant to the Shared Quality Bank for the benefit of all Quality Bank Shippers participating in the Shared Quality Bank.

**PLEASE NOTE: IN THE EVENT OF ANY CONFLICT BETWEEN SECTION 1 AND SECTION 2 OF THIS TARIFF, SECTION 2 WILL GOVERN.**

**Exhibit A**  
**Gathering System A**  
**Quality Bank (Differential Value Adjustments Report)**

**Statement Month:**

**Current Period Calculations**

		(A) Barrels Received	(B) API Gravity	(C) Gravity Value per Bbl	(D) = (A) x (C) Gravity Value
Customer 1	CDP 1	100.00	55.0	5.000	500.00
Customer 2	CDP 2	150.00	60.0	3.500	525.00
Customer 3	CDP 3	200.00	70.0	0.50	100.00
<b>TOTAL ALL CDP RECEIPTS</b>		450.00			1,125
Common Stream Weighted Average GRAVITY value: (D) / (A) =			2.500	(E)	

Customer 1  
Gravity Adjustment: [(E) – (C)] x (A)                      \$ (250.00)

Customer 2  
Gravity Adjustment: [(E) – (C)] x (A)                      \$ (150.00)

Customer 3  
Gravity Adjustment: [(E) – (C)] x (A)                      \$ 400.00

NOTE: Debit (Positive) dollar amounts must pay and Credit (Negative) dollar amounts will receive money.

**Exhibit A Gravity Value Per Barrel**

API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.
25.0	5.000	30.1	6.530	35.2	8.000	40.3	8.000	45.4	7.880
25.1	5.030	30.2	6.560	35.3	8.000	40.4	8.000	45.5	7.850
25.2	5.060	30.3	6.590	35.4	8.000	40.5	8.000	45.6	7.820
25.3	5.090	30.4	6.620	35.5	8.000	40.6	8.000	45.7	7.790
25.4	5.120	30.5	6.650	35.6	8.000	40.7	8.000	45.8	7.760
25.5	5.150	30.6	6.680	35.7	8.000	40.8	8.000	45.9	7.730
25.6	5.180	30.7	6.710	35.8	8.000	40.9	8.000	46.0	7.700
25.7	5.210	30.8	6.740	35.9	8.000	41.0	8.000	46.1	7.670
25.8	5.240	30.9	6.770	36.0	8.000	41.1	8.000	46.2	7.640
25.9	5.270	31.0	6.800	36.1	8.000	41.2	8.000	46.3	7.610
26.0	5.300	31.1	6.830	36.2	8.000	41.3	8.000	46.4	7.580
26.1	5.330	31.2	6.860	36.3	8.000	41.4	8.000	46.5	7.550
26.2	5.360	31.3	6.890	36.4	8.000	41.5	8.000	46.6	7.520
26.3	5.390	31.4	6.920	36.5	8.000	41.6	8.000	46.7	7.490
26.4	5.420	31.5	6.950	36.6	8.000	41.7	8.000	46.8	7.460
26.5	5.450	31.6	6.980	36.7	8.000	41.8	8.000	46.9	7.430
26.6	5.480	31.7	7.010	36.8	8.000	41.9	8.000	47.0	7.400
26.7	5.510	31.8	7.040	36.9	8.000	42.0	8.000	47.1	7.370
26.8	5.540	31.9	7.070	37.0	8.000	42.1	8.000	47.2	7.340
26.9	5.570	32.0	7.100	37.1	8.000	42.2	8.000	47.3	7.310
27.0	5.600	32.1	7.130	37.2	8.000	42.3	8.000	47.4	7.280
27.1	5.630	32.2	7.160	37.3	8.000	42.4	8.000	47.5	7.250
27.2	5.660	32.3	7.190	37.4	8.000	42.5	8.000	47.6	7.220
27.3	5.690	32.4	7.220	37.5	8.000	42.6	8.000	47.7	7.190
27.4	5.720	32.5	7.250	37.6	8.000	42.7	8.000	47.8	7.160
27.5	5.750	32.6	7.280	37.7	8.000	42.8	8.000	47.9	7.130
27.6	5.780	32.7	7.310	37.8	8.000	42.9	8.000	48.0	7.100
27.7	5.810	32.8	7.340	37.9	8.000	43.0	8.000	48.1	7.070
27.8	5.840	32.9	7.370	38.0	8.000	43.1	8.000	48.2	7.040
27.9	5.870	33.0	7.400	38.1	8.000	43.2	8.000	48.3	7.010
28.0	5.900	33.1	7.430	38.2	8.000	43.3	8.000	48.4	6.980
28.1	5.930	33.2	7.460	38.3	8.000	43.4	8.000	48.5	6.950
28.2	5.960	33.3	7.490	38.4	8.000	43.5	8.000	48.6	6.920
28.3	5.990	33.4	7.520	38.5	8.000	43.6	8.000	48.7	6.890
28.4	6.020	33.5	7.550	38.6	8.000	43.7	8.000	48.8	6.860
28.5	6.050	33.6	7.580	38.7	8.000	43.8	8.000	48.9	6.830
28.6	6.080	33.7	7.610	38.8	8.000	43.9	8.000	49.0	6.800
28.7	6.110	33.8	7.640	38.9	8.000	44.0	8.000	49.1	6.770
28.8	6.140	33.9	7.670	39.0	8.000	44.1	8.000	49.2	6.740
28.9	6.170	34.0	7.700	39.1	8.000	44.2	8.000	49.3	6.710
29.0	6.200	34.1	7.730	39.2	8.000	44.3	8.000	49.4	6.680
29.1	6.230	34.2	7.760	39.3	8.000	44.4	8.000	49.5	6.650
29.2	6.260	34.3	7.790	39.4	8.000	44.5	8.000	49.6	6.620
29.3	6.290	34.4	7.820	39.5	8.000	44.6	8.000	49.7	6.590
29.4	6.320	34.5	7.850	39.6	8.000	44.7	8.000	49.8	6.560
29.5	6.350	34.6	7.880	39.7	8.000	44.8	8.000	49.9	6.530
29.6	6.380	34.7	7.910	39.8	8.000	44.9	8.000	50.0	6.500
29.7	6.410	34.8	7.940	39.9	8.000	45.0	8.000	For API gravity values above 50° and below 70.1°, the differential continues to decline at .030 per bbl per tenth of a degree.	
29.8	6.440	34.9	7.970	40.0	8.000	45.1	7.970		
29.9	6.470	35.0	8.000	40.1	8.000	45.2	7.940		
30.0	6.500	35.1	8.000	40.2	8.000	45.3	7.910		

**Exhibit B**  
**Gathering System B**  
**Quality Bank (Differential Value Adjustments Report)**

**Statement Month:**

**Current Period Calculations**

		(A)	(B)	(C)	(D)	(E)	(F) = (A) x (D)	(G) = (A) x (E)
		Barrels Received	API Gravity	Percent Sulfur	Gravity Value per Bbl	Sulfur Value per Bbl	Gravity Value	Sulfur Value
Customer 1	CDP 1	100.00	34.0	0.25	4.950	1.000	495.00	100.00
Customer 2	CDP 2	100.00	35.0	0.45	5.000	1.050	500.00	105.00
Customer 3	CDP 3	100.00	46.0	0.55	4.950	1.150	495.00	115.00
<b>TOTAL ALL CDP RECEIPTS</b>		<b>300.00</b>					<b>1,490</b>	<b>320</b>
Common Stream Weighted Average <b>GRAVITY</b> value:		<b>(F) / (A)</b>	4.967	<b>(H)</b>				
Common Stream Weighted Average <b>SULFUR</b> value:		<b>(G) / (A)</b>	1.067	<b>(I)</b>				
Customer 1	Gravity Adjustment: <b>[(H) - (D)] X (A)</b>		\$ 1.67		Sulfur Adjustment:	<b>[(E) - (I)] X (A)</b>	\$	(6.67)
Customer 2	Gravity Adjustment: <b>[(H) - (D)] X (A)</b>		\$ (3.33)		Sulfur Adjustment:	<b>[(E) - (I)] X (A)</b>	\$	(1.67)
Customer 3	Gravity Adjustment: <b>[(H) - (D)] X (A)</b>		\$ 1.67		Sulfur Adjustment:	<b>[(E) - (I)] X (A)</b>	\$	8.33

**NOTE: Debit (Positive) dollar amounts must pay and Credit (Negative) dollar amounts will receive money.**



### Exhibit B Gravity Value Per Barrel

API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.	API Gravity	Value Per Bbl.
25.0	4.500	30.1	4.755	35.2	5.000	40.3	5.000	45.4	4.980
25.1	4.505	30.2	4.760	35.3	5.000	40.4	5.000	45.5	4.975
25.2	4.510	30.3	4.765	35.4	5.000	40.5	5.000	45.6	4.970
25.3	4.515	30.4	4.770	35.5	5.000	40.6	5.000	45.7	4.965
25.4	4.520	30.5	4.775	35.6	5.000	40.7	5.000	45.8	4.960
25.5	4.525	30.6	4.780	35.7	5.000	40.8	5.000	45.9	4.955
25.6	4.530	30.7	4.785	35.8	5.000	40.9	5.000	46.0	4.950
25.7	4.535	30.8	4.790	35.9	5.000	41.0	5.000	46.1	4.945
25.8	4.540	30.9	4.795	36.0	5.000	41.1	5.000	46.2	4.940
25.9	4.545	31.0	4.800	36.1	5.000	41.2	5.000	46.3	4.935
26.0	4.550	31.1	4.805	36.2	5.000	41.3	5.000	46.4	4.930
26.1	4.555	31.2	4.810	36.3	5.000	41.4	5.000	46.5	4.925
26.2	4.560	31.3	4.815	36.4	5.000	41.5	5.000	46.6	4.920
26.3	4.565	31.4	4.820	36.5	5.000	41.6	5.000	46.7	4.915
26.4	4.570	31.5	4.825	36.6	5.000	41.7	5.000	46.8	4.910
26.5	4.575	31.6	4.830	36.7	5.000	41.8	5.000	46.9	4.905
26.6	4.580	31.7	4.835	36.8	5.000	41.9	5.000	47.0	4.900
26.7	4.585	31.8	4.840	36.9	5.000	42.0	5.000	47.1	4.895
26.8	4.590	31.9	4.845	37.0	5.000	42.1	5.000	47.2	4.890
26.9	4.595	32.0	4.850	37.1	5.000	42.2	5.000	47.3	4.885
27.0	4.600	32.1	4.855	37.2	5.000	42.3	5.000	47.4	4.880
27.1	4.605	32.2	4.860	37.3	5.000	42.4	5.000	47.5	4.875
27.2	4.610	32.3	4.865	37.4	5.000	42.5	5.000	47.6	4.870
27.3	4.615	32.4	4.870	37.5	5.000	42.6	5.000	47.7	4.865
27.4	4.620	32.5	4.875	37.6	5.000	42.7	5.000	47.8	4.860
27.5	4.625	32.6	4.880	37.7	5.000	42.8	5.000	47.9	4.855
27.6	4.630	32.7	4.885	37.8	5.000	42.9	5.000	48.0	4.850
27.7	4.635	32.8	4.890	37.9	5.000	43.0	5.000	48.1	4.830
27.8	4.640	32.9	4.895	38.0	5.000	43.1	5.000	48.2	4.810
27.9	4.645	33.0	4.900	38.1	5.000	43.2	5.000	48.3	4.790
28.0	4.650	33.1	4.905	38.2	5.000	43.3	5.000	48.4	4.770
28.1	4.655	33.2	4.910	38.3	5.000	43.4	5.000	48.5	4.750
28.2	4.660	33.3	4.915	38.4	5.000	43.5	5.000	48.6	4.730
28.3	4.665	33.4	4.920	38.5	5.000	43.6	5.000	48.7	4.710
28.4	4.670	33.5	4.925	38.6	5.000	43.7	5.000	48.8	4.690
28.5	4.675	33.6	4.930	38.7	5.000	43.8	5.000	48.9	4.670
28.6	4.680	33.7	4.935	38.8	5.000	43.9	5.000	49.0	4.650
28.7	4.685	33.8	4.940	38.9	5.000	44.0	5.000	49.1	4.630
28.8	4.690	33.9	4.945	39.0	5.000	44.1	5.000	49.2	4.610
28.9	4.695	34.0	4.950	39.1	5.000	44.2	5.000	49.3	4.590
29.0	4.700	34.1	4.955	39.2	5.000	44.3	5.000	49.4	4.570
29.1	4.705	34.2	4.960	39.3	5.000	44.4	5.000	49.5	4.550
29.2	4.710	34.3	4.965	39.4	5.000	44.5	5.000	49.6	4.530
29.3	4.715	34.4	4.970	39.5	5.000	44.6	5.000	49.7	4.510
29.4	4.720	34.5	4.975	39.6	5.000	44.7	5.000	49.8	4.490
29.5	4.725	34.6	4.980	39.7	5.000	44.8	5.000	49.9	4.470
29.6	4.730	34.7	4.985	39.8	5.000	44.9	5.000	50.0	4.450
29.7	4.735	34.8	4.990	39.9	5.000	45.0	5.000	<b>For API gravity values above 50 degrees, the differential continues to decline at .020/bbl per tenth of a degree.</b>	
29.8	4.740	34.9	4.995	40.0	5.000	45.1	4.995		
29.9	4.745	35.0	5.000	40.1	5.000	45.2	4.990		
30.0	4.750	35.1	5.000	40.2	5.000	45.3	4.985		

## Exhibit B Sulfur Value Per Barrel

% Sulfur	Value Per Bbl.	% Sulfur	Value Per Bbl.	% Sulfur	Value Per Bbl.	% Sulfur	Value Per Bbl.	% Sulfur	Value Per Bbl.
-	1.000	0.51	1.110	1.02	1.620	1.53	2.130	2.04	2.640
0.01	1.000	0.52	1.120	1.03	1.630	1.54	2.140	2.05	2.650
0.02	1.000	0.53	1.130	1.04	1.640	1.55	2.150	2.06	2.660
0.03	1.000	0.54	1.140	1.05	1.650	1.56	2.160	2.07	2.670
0.04	1.000	0.55	1.150	1.06	1.660	1.57	2.170	2.08	2.680
0.05	1.000	0.56	1.160	1.07	1.670	1.58	2.180	2.09	2.690
0.06	1.000	0.57	1.170	1.08	1.680	1.59	2.190	2.10	2.700
0.07	1.000	0.58	1.180	1.09	1.690	1.60	2.200	2.11	2.710
0.08	1.000	0.59	1.190	1.10	1.700	1.61	2.210	2.12	2.720
0.09	1.000	0.60	1.200	1.11	1.710	1.62	2.220	2.13	2.730
0.10	1.000	0.61	1.210	1.12	1.720	1.63	2.230	2.14	2.740
0.11	1.000	0.62	1.220	1.13	1.730	1.64	2.240	2.15	2.750
0.12	1.000	0.63	1.230	1.14	1.740	1.65	2.250	2.16	2.760
0.13	1.000	0.64	1.240	1.15	1.750	1.66	2.260	2.17	2.770
0.14	1.000	0.65	1.250	1.16	1.760	1.67	2.270	2.18	2.780
0.15	1.000	0.66	1.260	1.17	1.770	1.68	2.280	2.19	2.790
0.16	1.000	0.67	1.270	1.18	1.780	1.69	2.290	2.20	2.800
0.17	1.000	0.68	1.280	1.19	1.790	1.70	2.300	2.21	2.810
0.18	1.000	0.69	1.290	1.20	1.800	1.71	2.310	2.22	2.820
0.19	1.000	0.70	1.300	1.21	1.810	1.72	2.320	2.23	2.830
0.20	1.000	0.71	1.310	1.22	1.820	1.73	2.330	2.24	2.840
0.21	1.000	0.72	1.320	1.23	1.830	1.74	2.340	2.25	2.850
0.22	1.000	0.73	1.330	1.24	1.840	1.75	2.350	2.26	2.860
0.23	1.000	0.74	1.340	1.25	1.850	1.76	2.360	2.27	2.870
0.24	1.000	0.75	1.350	1.26	1.860	1.77	2.370	2.28	2.880
0.25	1.000	0.76	1.360	1.27	1.870	1.78	2.380	2.29	2.890
0.26	1.000	0.77	1.370	1.28	1.880	1.79	2.390	2.30	2.900
0.27	1.000	0.78	1.380	1.29	1.890	1.80	2.400	2.31	2.910
0.28	1.000	0.79	1.390	1.30	1.900	1.81	2.410	2.32	2.920
0.29	1.000	0.80	1.400	1.31	1.910	1.82	2.420	2.33	2.930
0.30	1.000	0.81	1.410	1.32	1.920	1.83	2.430	2.34	2.940
0.31	1.000	0.82	1.420	1.33	1.930	1.84	2.440	2.35	2.950
0.32	1.000	0.83	1.430	1.34	1.940	1.85	2.450	2.36	2.960
0.33	1.000	0.84	1.440	1.35	1.950	1.86	2.460	2.37	2.970
0.34	1.000	0.85	1.450	1.36	1.960	1.87	2.470	2.38	2.980
0.35	1.000	0.86	1.460	1.37	1.970	1.88	2.480	2.39	2.990
0.36	1.000	0.87	1.470	1.38	1.980	1.89	2.490	2.40	3.000
0.37	1.000	0.88	1.480	1.39	1.990	1.90	2.500	2.41	3.010
0.38	1.000	0.89	1.490	1.40	2.000	1.91	2.510	2.42	3.020
0.39	1.000	0.90	1.500	1.41	2.010	1.92	2.520	2.43	3.030
0.40	1.000	0.91	1.510	1.42	2.020	1.93	2.530	2.44	3.040
0.41	1.010	0.92	1.520	1.43	2.030	1.94	2.540	2.45	3.050
0.42	1.020	0.93	1.530	1.44	2.040	1.95	2.550	2.46	3.060
0.43	1.030	0.94	1.540	1.45	2.050	1.96	2.560	2.47	3.070
0.44	1.040	0.95	1.550	1.46	2.060	1.97	2.570	2.48	3.080
0.45	1.050	0.96	1.560	1.47	2.070	1.98	2.580	2.49	3.090
0.46	1.060	0.97	1.570	1.48	2.080	1.99	2.590	2.50	3.100
0.47	1.070	0.98	1.580	1.49	2.090	2.00	2.600	<b>For sulfur values above 2.5%, the differential continues to increase at .01/bbl per hundredth of a percent.</b>	
0.48	1.080	0.99	1.590	1.50	2.100	2.01	2.610		
0.49	1.090	1.00	1.600	1.51	2.110	2.02	2.620		
0.50	1.100	1.01	1.610	1.52	2.120	2.03	2.630		