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Sunrise Pipeline LLC◆

CONTAINING RULES AND REGULATIONS

APPLYING ON THE TRANSPORTATION OF
CRUDE PETROLEUM

BY PIPELINE

Rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such reference will include supplements hereto and reissues hereof. Specific rules and regulations published in individual tariffs will take precedence over the rules and regulations published herein.

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TABLE OF CONTENTS

<u>Item No.</u>	<u>Subject</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
	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	Pipeage 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	Required Shipper Information and Financial Assurances

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 2.0% 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 three thousand 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. (Amended by Rule 28)

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 twenty-four (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. (Amended by Rule 41)

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 rule 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.

“Affiliate” as herein used means any entity that is under direct or indirect common control, or directly or indirectly (i) controls a Shipper; (ii) is controlled by another Shipper; (iii) is controlled by the same entity that controls a Shipper; or, (iv) is controlled by and through one or more intermediaries that controls another Shipper. For the purposes of this definition the term “controls” and “controlled by” shall mean the use of shared mailing or business addresses; the use of shared business telephone numbers; the use of common bank account(s) with regards to the payment of transportation charges; substantially the same management or general partner; one Shipper directing or conducting business on behalf of another Shipper as it relates to tendering and accepting quantities of Crude Petroleum; the power to direct or cause the direction of the management or any other means, either directly or indirectly, that results in control in fact, but notwithstanding the foregoing includes with respect to the control of or by a corporation the ownership of shares or equity interests carrying not less than 10% of the voting rights regardless of whether such ownership occurs directly or indirectly.

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

“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 on which Carrier’s office is closed for business.

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

“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.

“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 destination to Shipper or Consignee.

“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 Carrier’s System. Shippers can access the ENom System on Carrier’s website at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs/enom-portal>.

“Gross Standard Volume” as herein used means volume corrected to a temperature of sixty degrees (60°) Fahrenheit, in accordance with the latest API/ASTM measurement standards, and at equilibrium vapor pressure.

“Net Standard Volume” as herein used means Gross Standard Volume less deductions of impurities shown by tests made by Pipeline Operator prior to Receipt and upon Delivery.

“New Shipper” shall mean any Shipper who is not a Regular Shipper or a contract shipper.

“Nomination” as herein used means written 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.

“Nomination Date” as herein used means twenty-fifth (25th) of the month preceding the movement; provided that if the twenty-fifth (25th) of such month falls on a weekend, the date shall be the preceding workday, and further provided that if the twenty-fifth (25th) of such month falls on a holiday the date shall be two (2) workdays prior to the holiday.

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

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

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

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

“Regular Shipper” is any Shipper having a record of movements in the Pipeline that is subject to proration, for the twelve (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 used herein 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.

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

“Transferor” as used herein means the entity transferring volumes pursuant to an intrasystem transfer of title to Crude Petroleum as described in Rule 37 to these rules and regulations, INTRASYSTEM TRANSFERS.

“Transferee” as used herein means the entity accepting volumes pursuant to an intrasystem transfer of title to Crude Petroleum as described in Rule 37 to these rules and regulations, INTRASYSTEM TRANSFERS.

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, at a particular time. At any time after Receipt of a consignment of Crude Petroleum, upon twenty-four (24) hours' notice to the Consignee, Pipeline Operator may offer Crude Petroleum for Delivery at the point of destination. 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, Carrier 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]** 1.52 cents per Barrel per day for each day of 24 hours or fractional part thereof. After expiration of said 24-hour notice, Carrier'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, Pipeline Operator reserves the right to make whatever arrangements for disposition of the Crude Petroleum it deems appropriate in order to clear its pipeline. 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.

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 its destination.

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. Rule 2 contained herein shall be amended as follows:

- 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 Carrier and Carrier shall not be obligated to accept Crude Petroleum for transportation except merchantable Crude Petroleum which is properly settled and contains not more than one percent (1%) of basic sediment, water, and other impurities, and has a temperature not in excess of one hundred twenty degrees (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 nine (9) pounds per square inch absolute and/or an API gravity in excess of 84.9°; 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 four inches (4") below the bottom of the pipeline connection with the tank from which it enters the Pipeline.
- D. Carrier 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.

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.

- E. Quality specifications of a connecting carrier may be imposed upon Shipper when such limits are less than that of Carrier, in which case the limitations of the connecting carrier shall be applied.

Rule 29. Intentionally Left Blank.

Rule 30. Nomination, Minimum Quantity - Rule 7 contained herein shall be amended as follows:

- A. Unless otherwise stated on a tariff making reference to these rules and regulations, Nominations for the transportation of Crude Petroleum for which Carrier has facilities will be accepted into Carrier's System under these rules and regulations in quantities of not less than ten thousand (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 receipt point to destination point; except that Carrier reserves the right to accept any quantity of Crude Petroleum from lease tanks or other facilities to which Carrier's facilities are connected if such quantity can be consolidated with other Crude Petroleum such that Carrier can make a single delivery of not less than ten thousand (10,000) Barrels, and Carrier will not be obligated to make any single delivery of less than ten thousand (10,000) Barrels, unless Carrier's operations dictate otherwise. The term "single delivery" as used herein 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 Carrier is connected.
- B. Crude Petroleum will be transported only under a Nomination accepted by the Carrier from origins (or facilities connected to Carrier's gathering System when gathering service is to be performed by the Carrier) to destinations when a tariff covering the movement is lawfully in effect and on file with the FERC as to interstate traffic and with the appropriate state commission covering intrastate traffic.
- C. Any Shipper desiring to tender Crude Petroleum for transportation shall make a Nomination to the Carrier before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the twenty-fifth (25th) of the month preceding the movement. When the twenty-fifth (25th) 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 twenty-fifth (25th) 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, three (3) Business Days prior to the Carrier Holiday. The Nomination must be submitted via Carrier's ENom System. Unless such notification is made, the Carrier will be under no obligation to accept Crude Petroleum for transportation. Carrier's monthly nomination schedule will be posted on Carrier's website on or before January 15 of each year. Shippers can access Carrier's monthly nomination schedule on Carrier's website at <https://www.plainsallamerican.com/customer-center/pipeline-tariffs/enom-portal>.
- D. When Nominations submitted by Shippers to Carrier on or before the twenty-fifth (25th) day of the month preceding the operating month do not exceed the capacity of the System or any line segment thereof, additional Nominations may be accepted by the Carrier to fill capacity. These additional Nominations will be accepted only if they do not impair the movement of Crude Petroleum nominated before the twenty-fifth (25th) day of the preceding month.

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 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.
- E. All receipts of Crude Petroleum having an A.P.I. gravity at 44.9 degrees or above shall also be subject to a deduction to cover shrinkage and evaporation.

Such deduction shall be determined in accordance with the following table:

<u>API Gravity, Degrees</u>	<u>Deduction for Incremental Evaporation & Shrinkage</u>
44.9 through 49.9	1%
50.0 through 59.9	2%
60.0 through 74.9	3%
75.0 through 84.9	5%

On certain movements as specified in the individual tariffs referencing this tariff, crude petroleum, natural gas products and petroleum production injected into Carrier's system with an API gravity in excess of 84.9 degrees shall be subject to a deduction of 20%.

- F. After consideration of all of the factors set forth in this Rule 31, a net balance will be determined as the quantity deliverable by Pipeline Operator, and transportation charges will be assessed on this net balance.

Rule 32. Intentionally Left Blank

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

Carrier will not be liable for any loss of crude petroleum herein described, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots or the acts of default of the shipper or consignee, or from any other cause not due to the negligence of carrier, in case of losses from such causes, other than the negligence of Carrier, losses shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipment, or portions thereof, then in custody of Carrier for shipment via the lines or other facilities in which the loss or damage occurs; the consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered.

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 on a line segment, the transportation furnished by Pipeline Operator shall be apportioned among Shippers on an equitable basis. Line segments will be prorated separately if necessary.
- B. When it is determined that insufficient capacity is available to accommodate all valid timely and properly submitted Nominations, Carrier will notify via electronic mail, telephone, facsimile, electronic bulletin posting or other appropriate method as selected by the Carrier, 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 Carrier within 24 hours of Carrier 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. Space in each segment will be allocated among "Regular Shippers" and any "New Shippers" as follows:
1. The capacity of the line segment 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. New Shippers shall be allocated up to a total of five percent of the available line segment capacity. Each New Shipper shall be allocated space equal to its nominated volumes multiplied by the proration factor, except that in any month for which Carrier is allocating capacity on a System, the capacity allocated to a Regular Shipper shall not be reduced by more than 10 percent of the Regular Shipper's base period shipments.
 3. The remaining capacity shall be allocated among Regular Shippers in proportion to their base period shipments.
- D. The "base period" is a period of 12 months beginning 13 months prior to the month of allocation and excluding the month preceding the month of allocation, except that a New Shipper must ship on a particular line segment for twelve (12) consecutive calendar months before it will become eligible to be classified as a Regular Shipper on such line segment. A "Regular Shipper" is any Shipper having a record of movements in the line segment being prorated, during the base period. A "New Shipper" is a Shipper who is not a Regular Shipper. 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.
- E. 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.
- F. 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 space allocated to it, Carrier 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. Carrier 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. Carrier shall not apply the Over-Nomination Penalty if a Shipper’s over-nomination was the result a force majeure event or operational constraints on Carrier’s system, as determined by Carrier.

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 in effect on the day of receipt of such Crude Petroleum by the Pipeline Operator, irrespective of the date of the Nomination. Unless otherwise stated in an individual tariff making reference to these rules and regulations, all other lawful charges will be collected on the basis of the net quantities of Crude Petroleum delivered. All net quantities will be determined in the manner provided in Rule 31.
- B. Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment (including penalties, interest and late fees), and 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 pursuant to the provisions stated in Rule 51 contained herein. Unless otherwise stated in a tariff or on an invoice, payments shall be due and payable within twenty (20) days following the receipt of an invoice. Payments not received by Pipeline Operator in accordance with these Rules shall be subject to a late charge equivalent to one hundred and twenty-five percent (125%) of the prime rate as quoted by a major New York bank selected by Pipeline Operator, or the maximum rate allowed by law, whichever is less.
- 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. If said charges, or any part thereof, shall remain unpaid for twenty (20) days following the due date, Pipeline Operator may sell Shipper’s Crude Petroleum at public auction in accordance with the procedures set forth below.
- D. Carrier 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 the Crude Petroleum until all charges have been paid. Such lien shall extend to all Crude Petroleum, including Shipper’s linefill, in Carrier’s possession beginning with Shipper’s first receipt of transportation or other services from Carrier. 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 thirty days after notice of readiness to deliver, in addition to any other rights Carrier has under this tariff or existing law, Carrier shall also have the right to (i) refuse to provide Shipper access to Carrier’s system or provides services pursuant to this Tariff, and/or (ii) sell the Crude Petroleum at public auction. Carrier shall have a lien on Crude Petroleum when there shall be failure to take the Crude Petroleum at the point of destination as provided in Rule 24. Carrier 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 twenty-four 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. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale, Carrier 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 Carrier, the Shipper and/or Consignee are liable to Carrier 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 may be allowed on Carrier's System for a fee of [I] 0.74 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 and/or other charges to the specified transport point for the barrel and, at the time of nomination, consigns the barrel to the Transferee at the transfer point. The transfer point must be a location listed in the tariff. The Transferee accepting volumes on an intrasystem transfer shall be responsible for payment of transportation charges of those volumes from the transfer point to destination. Carrier 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. All intrasystem transfer requests must be submitted in a nomination to Carrier, made in accordance with requirements stipulated in Rule 30, Nomination, Minimum Quantity, of these Rules and Regulations. In addition, the Transferor and Transferee, upon the request of Carrier and at Carrier's option, shall provide financial assurances to Carrier pursuant to Rules 35 and 51.

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 six (6) months, to complete administrative and operational requirements incidental to Shipper withdrawal.

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 nine (9) months after Delivery of the Crude Petroleum, or, in case of failure to make Delivery, then within nine (9) months after a reasonable time for Delivery has elapsed; and suits arising out of such claims shall be instituted against Pipeline Operator only within two (2) years and one (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 other than originally specified on the Nomination, provided such diversion or reconsignment is made in writing by the tendered Shipper prior to Delivery at original destination. This will be allowed subject to the rates, rules and regulations applicable from point of origin to point of final destination, 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 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

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 which may occur from commingling or intermixing Shipper's Crude Petroleum with other Crude Petroleum in the same Common Stream while in transit. Pipeline Operator is not obligated to deliver to Shipper the identical Crude Petroleum nominated by Shipper; Pipeline Operator will deliver the grade of Crude Petroleum it is regularly transporting as a 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. Required Shipper Information and Financial Assurances

- A. All (i) existing Shippers who have not submitted a nomination to Carrier in the prior six (6) Months and (ii) prospective Shippers shall provide to the Carrier, at least ten (10) Business Days prior to making their nomination, information that will allow the Carrier to determine the 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. At any time, upon the request of the Carrier, on a non-discriminatory basis, any prospective or existing Shipper shall provide financial documentation and information to the Carrier that will allow the Carrier to enforce the terms of this tariff and 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 the Allowance Oil and negative Shipper's balance positions. Such information may include, but is

not limited to, the names of any Affiliates of the Shipper or prospective Shipper, the legal business name of the Shipper or prospective Shipper and the registered business address of the Shipper or prospective Shipper.

The Carrier shall not be obligated to accept Crude Petroleum for transportation from an existing or prospective Shipper (i) if the Shipper or prospective Shipper fails to provide the requested information to the Carrier in accordance with this Rule 51A within ten (10) days of the Carrier's written request; (ii) if the Carrier reasonably determines that any of the information provided is false; or, (iii) if the Carrier'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 the Allowance Oil and negative Shipper's balance positions.

- B. Subject to the provisions of paragraph (c) below, the Carrier upon notice to the prospective or existing Shipper, may require one or more of the following Financial Assurances for the payment of all charges and costs as provided for in this tariff, or otherwise lawfully due to the Carrier to be provided at the expense of the Shipper:
1. prepayment;
 2. a letter of credit in favor of Carrier in an amount sufficient to ensure payment of all costs and charges that could reasonably accrue due to the Carrier in a form and from an institution acceptable to Carrier;
 3. a guaranty in an amount sufficient to ensure payment of all such costs and charges that could reasonably accrue due to the Carrier, in a form and from a third party acceptable to Carrier; 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 Carrier, collectively "the Financial Assurances".
- C. In the event that the Carrier 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, 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. Released Capacity

From time to time, Carrier may lease certain unused capacity on its System to another carrier. Lessee may choose in an applicable transportation month to release all or a portion of such leased capacity, at its discretion, to Carrier to allow Carrier to fulfill any unmet Nominations for service on its System (the "Released Capacity"). Carrier shall allocate Released Capacity among Shippers in accordance with the

terms of Rule 34. Any Released Capacity that was provided to Carrier by lessee in a month shall automatically revert back to lessee at the end of such transportation month and shall only become available for Carrier's use in a subsequent transportation month in accordance with the provisions of this Rule 52.

Rule 53. Transfer of Shipment History

Except as provided in this Rule 53, Shipper's history of shipments on the System may not be assigned, conveyed, loaned, or transferred to or used in any manner by another Shipper. Upon thirty (30) days' written notice to Carrier ("Transfer Request"), a Regular Shipper ("Transferor") may transfer its history of shipments on the System in the period of 13 months beginning 13 months prior to the effective date of the transfer ("Shipment History"), or a portion thereof, to a third party (the "Transferee"). Transferee must be a Shipper on Carrier's system. The Transfer Request must be in writing and must contain, at a minimum, the following information:

- (a) The names and contact information of Transferor and Transferee.
- (b) The portion of Transferor's Shipment History to be transferred to Transferee ("Transfer Volume").
- (c) The effective date of the transfer of such Transfer Volume. The effective date must be the first day of a calendar month, cannot be a date in the past, and shall not be less than thirty (30) days from the date Transferor provides Carrier with the Transfer Request.

Carrier, after receipt of the Transfer Request, will send notification via electronic mail or other appropriate method as selected by Carrier to Transferor and Transferee of (1) the Transfer Volume, which may be subject to prior period adjustments; and (2) to Transferor, the remaining Shipment History of Transferor; and (3) to Transferee, the new Shipment History of Transferee. If either Transferor or Transferee does not submit a revised Transfer Volume within twenty-four (24) hours of its receipt of such notification, the transfer of the Transfer Volume will be finalized. Once the transfer is finalized, Carrier shall be entitled to fully rely on, conform its records to, and allocate System capacity in accordance with the transfer. Any finalized transfer of the Transfer Volume shall be irrevocable. The Transfer Volume may not be transferred more than once in any twelve (12)-month period, except by a Shipper that has a currently-effective volume commitment and/or transportation services agreement with Carrier in accordance with its applicable agreement or as an incident of the bona fide sale of all or substantially all of the Transferor's business or to a successor to the Transferor's business, or by the operation of law (such as by an executor or trustee in bankruptcy).

Carrier shall have the right to reject any request for transfer of shipment history under this Rule 53 if the Transferor or Transferee is not in compliance with the provisions of this Tariff at the time of the request. Transferor shall remain solely liable to Carrier for all fees and other charges Transferor has accrued under this Tariff and any other transportation agreement with Carrier prior to the transfer effective date. A transfer of Shipment History does not relieve the Transferor of any financial obligations.

EXPLANATION OF REFERENCE MARKS:

[I] Increase