

**WEST TEXAS GULF PIPE LINE COMPANY LLC ♦**

Applying On Intrastate Transportation of

**CRUDE PETROLEUM**

From  
POINTS IN TEXAS  
To  
POINTS IN TEXAS

Subject to Rules and Regulations shown on Pages 2 through 14.

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

**Effective: JULY 1, 2019**

**Issued By:**

Gary MacDonald, VP Business Development  
West Texas Gulf Pipe Line Company LLC  
1300 Main Street  
Houston, TX 77002

**Compiled By:**

Diane A. Daniels  
West Texas Gulf Pipe Line Company LLC  
1300 Main Street  
Houston, TX 77002  
(713) 989-7425  
tariffs@sunocologistics.com

**SECTION I**

**RULES AND REGULATIONS OF THE RAILROAD COMMISSION OF TEXAS**  
**16 TAC § 3.71 (1) – (19)**  
**Statewide Rule 71**

---

<b><u>SUBJECT- SECTION I</u></b>	<b><u>RULE NO.</u></b>	<b><u>PAGE NO.</u></b>
All Marketable Oil to be Received for Transportation .....	1	5
Basic Sediment, How Determined — Temperature.....	2	5
Barrel Defined.....	3	5
Oil Involved in Litigation, Etc. — Indemnity Against Loss .....	4	5
Storage .....	5	5
Identity and Maintenance of Oil .....	6	6
Minimum Quantity to be Received.....	7	6
Gathering Charges .....	8	6
Measuring, Testing, and Deductions.....	9	6
Delivery and Demurrage.....	10	6
Unpaid Charges, Lien For and Sale to Cover .....	11	7
Notice of Claim.....	12	7
Telephone-Telegraph Line — Shipper to Use .....	13	7
Contracts of Transportation .....	14	7
Shipper's Tanks, etc. — Inspection .....	15	7
Offers on Excess of Facilities .....	16	7
Interchange of Tonnage .....	17	7
Receipt and Delivery — For Necessary Facilities .....	18	8
Reports of loss from fires, lightning, and leakage .....	19	8

**SECTION II**  
**SUPPLEMENTAL WEST TEXAS GULF PIPE LINE COMPANY [N] LLC**  
**RULES AND REGULATIONS**

The requirements of Section II will be in addition to the requirements of Section I.

<b><u>SUBJECT – SECTION II</u></b>	<b><u>RULE NO.</u></b>	<b><u>PAGE NO.</u></b>
Application of Rates from/to Intermediate Origin		
/ Destination Points .....	29	11
Clear Title Required.....	27	11
Common Stream Petroleum Connecting Carriers.....	28	11
Connection Policy .....	36	13
Crude Petroleum Deliverable.....	25	10
Definitions.....	20	9
Deliveries, Tenders, Demurrage .....	30	11
Destination Facilities Required.....	22	10
Gauging or Metering and Testing .....	23	10
Intrasystem Transfers.....	35	13
Liability of Parties.....	33	12, 13
Mixing in Transit .....	26	11
Notice of Claims .....	34	13
Payment of Transportation and Other Charges.....	31	12
Proration of Pipeline Capacity .....	32	12
Rate Sheet .....	--	15
Shipper’s Required Inventory .....	24	10
Specifications and Restrictions .....	21	9
Tenders.....	37	13,14

**EXPLANATION OF TERMS AND ABBREVIATIONS**

---

API.....	American Petroleum Institute
ASTM .....	American Society for Testing Materials
Common Stream .....	Crude Petroleum moved through the pipeline and pipeline facilities which is commingled or intermixed with other Crude Petroleum.
Condensate.....	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.
° .....	Degrees
Gross Standard Volume .....	Volume corrected to a temperature of sixty degrees (60°) Fahrenheit, in accordance with the latest API/ASTM measurement standards, and at equilibrium vapor pressure.
Indirect Liquid Products of Oil or Gas Wells .....	Liquid products resulting from the operation of gasoline recovery plants, gas recycling plants, or distillate recovery equipment in gas or oil fields, or a mixture of such products including Natural Gasoline or Natural Gas Liquids.
Net Standard Volume.....	Gross Standard Volume less deductions of impurities shown by tests made by Carrier prior to receipt and upon delivery.
TAC .....	Texas Administrative Code
Tender .....	Written designation by a Shipper to the Carrier of an approximate quantity of Crude Petroleum for transportation from a specified origin point(s) to a specified destination point(s) over a period of one calendar month in accordance with these rules and regulations.
R.C.T.....	Railroad Commission of Texas

**SECTION I**

**RULES AND REGULATIONS OF RAILROAD COMMISSION OF TEXAS**  
**16 TAC § 3.71 (1) – (19)**  
**Statewide Rule 71**

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

---

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."

**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 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.

**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 sections, 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.

**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.

**RULE 6 Identity and 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.

**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).

(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 tanks.

(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; The net balance<sup>†</sup> 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.

<sup>†</sup> Adjusted in accordance with Rule 23, Section II, of these Rules and Regulations.

**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.

**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.

**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.

**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.

**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 section.

**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 apportionate.

**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.

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

**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.
  
- (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 II

### SUPPLEMENTAL WEST TEXAS GULF PIPE LINE COMPANY [N] LLC RULES AND REGULATIONS

The requirements of Section II will be in addition to the requirements of Section I.

---

#### **RULE 20 Definitions**

“Barrel” means a volume of forty-two (42) United States Gallons at sixty degrees (60°) Fahrenheit and zero (“0”) gauge pressure if the vapor pressure of the petroleum is at or below atmospheric pressure, or at equilibrium vapor pressure if the vapor pressure of the petroleum is greater than atmospheric pressure.

“Carrier” means West Texas Gulf Pipe Line Company [N] LLC.

“Consignee” means the party, including a connecting pipeline system, to whom Shipper has ordered delivery of Crude Petroleum.

“Crude Petroleum” means the direct product of oil wells or a mixture of the indirect products transportable like the direct products and containing not more than two percent (2%) of sediment, water, and other impurities.

“Delivery” means the transfer from Carrier at destination to Consignee.

“Receipt” means the transfer from Shipper at origin to Carrier for transportation.

“Required Inventory” means the volume of Crude Petroleum, by grade, required by Carrier for line fill and working stock.

“Shipper” means the party who contracts with Carrier for the transportation of Crude Petroleum under the terms of this tariff.

“Shippers Inventory” means total Receipts of Crude Petroleum, by grade, from a single shipper less than Shipper's Deliveries.

#### **RULE 21 Specifications and Restrictions**

Subject to agreement between Shipper and Carrier regarding transportation from intermediate points, Carrier will receive Crude Petroleum through its present facilities at only the origin point(s) named herein. Crude Petroleum will be accepted for transportation only at such times as Crude Petroleum of the same grade and general characteristics is being transported from origin point(s) to point(s) of destination. Crude Petroleum tendered for transportation which differs in grade and general characteristics from that usually transported by Carrier will, at the Carrier's option, be transported only under terms agreed upon, in writing, by Shipper and Carrier.

**RULE 22 Destination Facilities Required**

Carrier will receive Crude Petroleum for transportation (a) when Crude Petroleum is to be received into Carrier's facilities at destination and Shipper or Consignee has made arrangements for further transportation beyond or (b) when Shipper or Consignee has provided the necessary facilities for receiving Crude Petroleum promptly on arrival at destination.

**RULE 23 Gauging or Metering and Testing**

All shipments tendered Carrier for transportation shall be gauged or metered and tested by a representative of Carrier prior to, or at the same time as, receipt from the Shipper; but the Shipper or Consignee shall have the privilege of being present or represented during the gauging or metering and testing. Shipper will grant access to Shipper's facility to Carrier's representative and to any connecting carrier's representative for witnessing meter or gauge readings or meter proving and for any other required inspection incidental to measurement and transportation of Crude Petroleum.

Quantities gauged or metered shall be corrected from observed temperatures to sixty degrees (60°) Fahrenheit using applicable Standard Petroleum Measurement Tables adopted jointly by the American Petroleum Institute (API Standard 2540) and the American Society for Testing Materials (ASTM Standard D 1250). The full percentage of water or other impurities as ascertained by a centrifuge machine or other tests will be deducted from the correct volume.

Crude Petroleum quantities transported may be adjusted to allow for inherent losses, including but not limited to shrinkage evaporation, interface losses and normal "over and short" losses. Adjustments will be made on the basis of total quantities transported for each crude segregation and shall be based on actual historical experience.

**RULE 24 Line Fill and Working Stock Requirement**

Shippers shall furnish Required Inventory. Each Shipper shall supply its share of Required Inventory, by grade, in the ratio that its volume of each grade delivered through each segment during the previous year bears to the total volume of all grades delivered through each segment by all Shippers during the previous year. A new Shipper (one without a Required Inventory balance) shall supply its share of Required Inventory, by grade, in the ratio that its new volume of each grade tendered monthly for each segment bears to 1/12 of the total volume of all grades delivered through each segment in the previous year by all Shippers.

Carrier shall give Shippers prompt notice concerning adjustments in their respective shares of Required Inventory and shall direct Shippers to reduce or increase their Shipper's Inventory when necessary. Inventory adjustments shall be completed within sixty (60) days after notice.

Carrier shall provide each Shipper a monthly Shipper's Inventory statement by grade of Crude Petroleum.

**RULE 25 Crude Petroleum Deliverable**

Shippers may, upon notice to Carrier, withdraw their Crude Petroleum receipts as measured and adjusted pursuant to RULES 23, 31, and 33 herein, plus any surplus in Shipper's Inventory above their Required Inventory.

**RULE 26      Mixing in Transit**

Crude Petroleum will be accepted for transportation only on condition that it shall be subject to normal changes in general characteristics while in transit as may result from the mixture of such Crude Petroleum with other similar Crude Petroleum in the pipelines and/or tanks of Carrier or connecting carrier. Carrier will not be liable for variations of gravity or quality of Crude Petroleum occurring while in its custody and is under no obligation to deliver the identical Crude Petroleum as received. There shall be no adjustment for downgrading or upgrading of Crude Petroleum tendered for transportation as a result of mixing in transit.

**RULE 27      Clear Title Required**

The Carrier shall have the right to reject any Crude Petroleum, when tendered for transportation, which is involved in litigation, or the title of which is in dispute, or which is encumbered by lien or charge of any kind, and it may require of the shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect the Carrier.

**RULE 28      Common Stream Petroleum Connecting Carriers**

When both receipts from and/or deliveries to a connecting carrier of substantially the same grade of Crude Petroleum are scheduled at the same interconnection, Carrier reserves the right, with cooperation of the connecting carrier, to offset like volumes of such common stream Crude Petroleum. When this right is exercised, Carrier will make deliveries for the Shipper involved from its substantially similar common stream Crude Petroleum.

**RULE 29      Application of Rates from/to Intermediate Origin/Destination Points**

For Crude Petroleum accepted for transportation from any origin point on Carrier's lines not named in the individual tariffs, which is intermediate to any published origin and/or destination points for which rates are published, Carrier will apply from such unnamed point the rate published from the next more distant point specified. If branch or diverging lines create two or more "next most distant points", Carrier will apply the rate which will result in the lowest charge.

For Crude Petroleum accepted for transportation to any destination point on Carrier's lines not named in the individual tariffs, which is intermediate to any published destination and/or origin points for which rates are published, Carrier will apply to such unnamed point the rate published to the next more distant point specified. If branch or diverging lines create two or more "next most distant points", Carrier will apply the rate which will result in the lowest charge.

Carrier will file a tariff applicable to such transportation movements within 30 days of the start of the service if the intermediate point is to be used on a continuous basis for more than 30 days.

**RULE 30      Deliveries and Demurrage**

Carrier will transport Crude Petroleum with reasonable diligence, considering the quality of the Crude Petroleum, the distance of transportation, and other material elements, but may at any time after Receipt of a consignment of Crude Petroleum, upon twenty-four (24) hours notice to the Consignee, tender Crude Petroleum conformable to specifications herein, for Delivery from its common stock at the point of destination. At the expiration of such notice, the Carrier may assess a demurrage charge on all Crude Petroleum tendered for Delivery and remaining undelivered, at the rate for each day of twenty-four (24) hours, or fractional part thereof, as follows; [U] fifty-three hundredths of a cent (0.53¢) per barrel per day thereafter.

**RULE 31 Payment of Transportation and Other Charges**

Transportation charges will be computed and collected at the applicable tariff on the delivered quantities of Crude Petroleum determined pursuant to these Rules and Regulations. Shipper shall be responsible for transportation and all other charges applicable to the particular shipment, and, if required, shall prepay all charges or furnish guaranty of payment satisfactory to Carrier. Carrier shall have a security interest in all Crude Petroleum accepted from Shipper under this tariff. This security interest shall secure: (1) All transportation and any other charges due or to become due from Shipper under the terms of this tariff; and (2) All costs and expenses of Carrier in exercising any of its rights detailed below, including, but not limited to, reasonable attorney fees, storage charges, and settlement of conflicting liens. The security interest provided herein shall be in addition to any lien provided by statute or common law. In the event

Shipper fails to satisfy when due any obligation to Carrier, Carrier shall have all of the rights and remedies accorded to secured party under applicable state law and in addition may in its sole discretion

and without notice take any or all of the following actions: (1) Refuse to deliver Crude Petroleum in its custody until all such obligations have been paid; (2) Proceed to sell such Crude Petroleum, in accordance with the applicable provisions of state law, and apply the proceeds to such obligations, (3) Store such Crude Petroleum or contract for storage of such products pending sale or other disposition; or (4) Take any other action it deems necessary for the proper protection and sale of such Crude Petroleum. Carrier may agree, at its sole discretion, to waive its security interest in the Crude Petroleum if Shipper or Consignee provides sufficient security satisfactory to Carrier.

**RULE 32 Proration of Pipe Line Capacity**

Rule 16 contained herein shall be supplemented as follows:

Colorado City, TX to Wortham, Goodrich, and Longview, TX:

If during any period, the total volume of crude petroleum nominated to Carrier for transporting on Carrier's pipeline from Colorado City to Wortham, Goodrich, and Longview, TX is in excess of the normal operating capacity of the pipeline, Carrier shall allocate transportation capacity in accordance with the "West Texas Gulf Pipe Line Company LLC Proration Policy, Colorado City, TX to Wortham, Goodrich, and Longview, TX," dated June 1, 2018. The Proration Policy will be provided upon request by the person listed as "Compiler" on the title page of this tariff.

If a Shipper fails to deliver for transportation, during any month of shipment, the volumes allocated by Carrier, its allocation for the succeeding month may be reduced by the amount of allocated throughput not utilized during the month of shipment in addition to any other changes Shipper may incur under the above referenced Proration Policy.

**RULE 33 Liabilities of Parties**

As a condition to Carrier's acceptance of Crude Petroleum under this tariff, each Shipper agrees to protect and indemnify Carrier 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, Carrier, 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.

Carrier, while in possession of Crude Petroleum herein described, shall not be liable for any loss of Crude Petroleum, damage thereto, or delay because of any act of God, the public enemy, civil disorder, quarantine, the authority of laws, strikes, riots, fire, floods or the acts of default of Shipper or Consignee, or from any other causes not due to the sole negligence of Carrier. In case of loss or damage from causes other than the sole negligence of Carrier, such loss or damage 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 shipments or portions thereof, then in custody of Carrier for shipment via the lines or other facilities in which the loss or damage occur. 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      Notice of Claims**

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after Delivery of 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 shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof.

**RULE 35      Intrasystem Transfers**

Intrasystem transfers will not be recognized by Carrier for Crude Petroleum in Carrier's custody.

**RULE 36      Connection Policy**

Connections to Carrier's pipeline(s) will only be considered if made by formal written notification to Carrier and all requests will be subject to the following standards and conditions.

All connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the Carrier's pipeline(s) in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations.

**RULE 37      Tenders**

Shippers desiring to nominate Crude Petroleum for transportation by the Carrier shall provide Carrier with written notice of the type, origin, destination and quantity of its Nomination ("Notice of Intent to Ship"). Shippers also shall promptly provide Carrier with other information requested by Carrier to confirm that the Nominations and the proposed shipment will comply in all respects with this Tariff. Carrier will carefully examine Nominations, using every means available to ensure that they are true and realistic and may reject Nominations to the extent they appear to be inflated or unrealistic. Notices of Intent to Ship must be received by Carrier via facsimile transmission equipment acceptable to Carrier on or before 4:15 P.M. Central Time, the last working day prior to 16th day of the month preceding the month during which shipment is requested ("16th Nomination Date"). A "working day" shall be a Monday, Tuesday, Wednesday, Thursday or Friday of a calendar week, except when a Federal holiday falls on such day of the week.

Crude Petroleum will be accepted for transportation under this tariff in shipments not less than fifty thousand (50,000) barrels from one shipper. Carrier shall have the option to move smaller batches. No tender shall be considered beyond the amount which the party requesting shipment has readily accessible for shipment.

For tenders utilizing Marine Terminals at Nederland, tenders shall include expected date range that vessel expects to unload at terminal as specified in respective Port Manuals.

**TABLE OF RATES**

**[I] INCREASED. ALL RATES ON THIS PAGE ARE INCREASED.**

<b>TO (Destinations)</b>	<b>TRUNK RATE</b>				
	<b>RATE IN CENTS PER BARREL OF 42 U.S. GALLONS</b>				
	<b>FROM (Origins)</b>				
	<b>Abilene, Texas (Taylor County)</b>	<b>Colorado City, Texas (Scurry County)</b>	<b>Goodrich, Texas (Polk County)</b>	<b>Tye, Texas (Taylor County)</b>	<b>Wortham, Texas (Freestone County)</b>
<b>Longview, Texas (Gregg County)</b>	47.42	55.34	--	49.83	24.02
<b>Goodrich, Texas (Polk County)</b>	--	52.79	--	--	--
<b>Tye, Texas (Taylor County)</b>	--	26.83	--	--	--
<b>Wortham, Texas (Freestone County)</b>	32.70	32.70	--	32.70	--

**GATHERING CHARGE**

No gathering service will be performed under this tariff. The rate shown herein applies to trunk line transportation only.

**GATHERING SYSTEM RECEIPT CHARGE**

For receipts from third party gathering pipelines at Colorado City Station into West Texas Gulf Pipe Line Company’s system, a charge of **[I]** 10.69 cents per barrel will be assessed.

**PUMPING CHARGE**

For deliveries to connecting pipelines at Colorado City Station, when pumping service is performed by West Texas Gulf Pipe Line Company, a charge of **[I]** 18.44 cents per barrel will be assessed.

**VISCOSITY SURCHARGE**

In addition to all other charges for transportation hereunder, all Crude Petroleum having a viscosity greater than 80 Saybolt Universal Seconds (SUS) at 60° Fahrenheit shall be subject to an additional charge of **[I]** 0.164¢/unit change in viscosity above 80 SUS (rounded to the nearest one hundredth of a cent).

Crude petroleum viscosities to be determined per the Carrier’s Viscosity Table available on the Carrier’s website. Crude petroleum not listed in the Carrier’s Viscosity Table shall be considered for shipment on a case by case basis with the shipper providing the required viscosity information and other characteristics. Carrier reserves the right to verify the information by its own or independent testing.

**EXPLANATION OF REFERENCE MARKS:**

- [I] INCREASED**
- [U] UNCHANGED**