

KINDER MORGAN CRUDE OIL PIPE LINE LLC

LOCAL TARIFF

For the [W] Intrastate Gathering by Pipeline of

CRUDE PETROLEUM

IN THE STATE OF TEXAS

SUBJECT TO THE REGULATIONS NAMED HEREIN

For gathering Crude Petroleum for leased tanks within the territory of its gathering system in its separate districts in the State of Texas and transport same to delivery points within said districts in the State of Texas, at the rates and subject to the regulations of the Railroad Commission of Texas named herein.

T-4 Permit No. 00414 P-5 Operator No. 463295

Gathering Facilities	Rate In cents per barrel of 42 United States Gallons
West Texas Field (Yates Pool), Pecos County	[U] 49.00

[N]CHARGE FOR RECEIPT OF OTHERS

A charge of 11.00 cents per Barrel will be assessed for Crude Petroleum delivered from Plains Truck Facility at Yates Oil Gathering System through Carrier's facilities to Plains Iraan Station.

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Effective: November 1, 2020

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RULES AND REGULATIONS OF THE RAILROAD COMMISSION OF TEXAS
(Title 16, Part 1, Chapter 3, Rule §3.71)

<p>(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 [W]two-one percent (21%) 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 (3,000) barrels of petroleum in any one (1) 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.</p>
<p>(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 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 ninety degrees (90°) 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.</p>
<p>(3) "Barrel" defined. For the purpose of these rules, a "barrel" of crude petroleum is declared to be forty-two (42) gallons of 231 cubic inches per gallon at sixty degrees (60°) Fahrenheit.</p>
<p>(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.</p>
<p>(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 (5) days from the date of order of delivery at destination.</p>
<p>(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.</p>
<p>(7) Minimum quantity to be received. A pipeline shall not be required to receive less than one (1) tank carload 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 five hundred (500) barrels.</p>
<p>(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.</p>

(9) Gauging, testing, and deductions*

(A) 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 and testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks.

(B) The gauging and testing of oil by the pipeline representative is directed toward and intended to require tank measurement of produced crude prior to the transfer of custody to the initial transporter from a producing property. A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

(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 these rules, at a rate not exceeding 10,000 barrels per day of twenty-four (24) hours. Computation of the time of storage (as provided for in Section 5 of this rule) shall begin at the expiration of such notice. At the expiration of the time allowed in Section 5 of the rule for storage destination, a pipeline may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate of the first ten (10) days of one-tenth of one cent per barrel; and thereafter at a rate of three-fourths of one cent per barrel, for each day of twenty-four (24) hours or fractional part thereof.

(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 (5) 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 not be less than forty-eight (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.

(12) Notice of claims.

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.

(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.

(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.

(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.

(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.

(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.

(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 therefore, and under regulations by the Commission.

(19) Reports of loss from fires, lightning and leakage.

(A) Each pipeline shall immediately notify the Commission's [W]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 (5) barrels escape. Each pipeline shall report in writing to the Commission, by the fifteenth (15th) day of each calendar month, the estimated amount of the loss of oil by fire or leakage from its tanks and pipe lines for the preceding month; but not including leakage or evaporation ordinarily incident to transportation.

(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, or 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 portion 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.

(C) Printing and posting.

Carrier has posted and maintains printed copies of its Railroad Commission tariff's in prominent places, including its Houston, Texas office.

INTERSYSTEM CHANGE IN OWNERSHIP

Notice of change in ownership crude petroleum will be recognized and recorded only where such crude petroleum entered the Carrier's System and only on a monthly basis. Statements denoting ownership transactions will be provided to the applicable Transferors and Transferees. The Carrier will not provide any information as to the quality or the crude petroleum subject to changes in ownership except for gravity on current receipts when requested. Each Transferor will be charged two cents [U]2.00 cents per barrel for recognizing and recording the change in ownership and, if required, shall pay said charges prior to the recognizing and recording of such change. The Transferor, at Carrier's option, shall provide an irrevocable letter of credit satisfactory to the Carrier prior to such recognizing and recording. The recognition by the Carrier of a change in ownership of crude petroleum requires the recording thereof, and Carrier is entitled to a lien for all such charges and fees.

The Carrier shall not be obligated to recognize and record changes in ownership of crude petroleum during any operating month unless the Transferor and Transferee requesting the Carrier to recognize and record the change in ownership shall, each, on or before the twenty-fifth (25) day of the preceding calendar month provide written notice to the Carrier containing like data relative to the kind, quantity, source, location, Transferor and Transferee of the crude petroleum. The Carrier shall not be obligated to accept any modification in said notice unless confirmed in writing by the Transferor and Transferee on or before the last day of the calendar month preceding the operating month.

When the quantity of the crude petroleum received during the operating month is not equivalent to the quantity of the crude petroleum subject to the notice of change in ownership, the Carrier will recognize and record the change in ownership only to the extent of the quantity received.

A notice of a change in ownership of crude petroleum shall be deemed: (1) a warranty that the Transferor has unencumbered title to the crude petroleum identified in its notice at the time of change in ownership, and (2) a representation that the change in ownership is effective on the first day of the operating month as of 7:00 o'clock a.m. (Eastern Standard of Eastern Daylight Savings Time, whichever is in effect on the date specified.)

The Carrier may, in the absence of adequate security, decline to recognize and record any change in ownership of crude petroleum.

Explanation of Reference Marks	
N	New
U	Unchanged
W	Wording