

F.E.R.C. I.C.A. OIL TARIFF

F.E.R.C. No. 11.2.1
(Amends F.E.R.C. No. 11.2.0, issued in lieu
of F.E.R.C. No. 11.1.0, which was rejected,
and cancels F.E.R.C. No. 11.0.1)

ET-S PERMIAN PIPELINE COMPANY LLC

LOCAL PIPELINE TARIFF

CONTAINING

RATES, RULES, AND REGULATIONS

APPLYING ON INTERSTATE TRANSPORTATION OF

CRUDE PETROLEUM

FROM

POINTS IN TEXAS

TO

POINTS IN TEXAS

Filed in compliance with 18 C.F.R. §[W] 342.3 (Indexing) ~~341.6 (Adoption of tariff by a successor)~~.

~~[C] Effective July 1, 2024, ET S Permian Pipeline Company LLC adopted certain assets of NuStar Permian Transportation and Storage, LLC. This tariff adopts and brings forward the rules, rates, and routing of NuStar Permian Transportation and Storage, LLC's F.E.R.C. No. 1.16.0.~~

Subject to Rules and Regulations shown on Pages 3-9

Request for Special Permission

Issued on [W] ~~four~~ one days' notice under authority of 18 C.F.R. §341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

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

ISSUED: SEPTEMBER 26, 2024

EFFECTIVE: OCTOBER 1, 2024

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RULES AND REGULATIONS

Rule 5 Definitions

“Barrel” means a volume of forty-two (42) United States Gallons at sixty degrees (60°F) 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.

“Big Spring Segment” means the portion of Carrier’s system running from the Origin Points upstream of the Big Spring Terminal to the Big Spring Terminal.

“Big Spring Terminal” means Carrier’s terminal facilities in Howard County, Texas downstream of the gathering segments of Carrier’s system and also serves as (i) a Destination Point for the upstream Origin Points and (ii) an Origin Point for transportation on the CC Segment to the Carrier’s CC Facilities.

“Carrier” means ET-S Permian Pipeline Company LLC.

“Carrier’s CC Facilities” means Carrier’s facilities in or around Colorado City, Mitchell and Scurry Counties, Texas at the end of the CC Segment and also serves as a Destination Point.

“CC Segment” means the portion of Carrier’s system running from the Big Spring Terminal to the Carrier’s CC Facilities.

“Committed Rate” means the rate set out in the Table of Rates herein paid by a Committed Shipper pursuant to a Transportation Services Agreement.

“Committed Shipper” means a Shipper that has executed a Transportation Services Agreement.

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

“Crude Petroleum” means the direct liquid product of oil wells or a mixture of the direct liquid products of oil wells with indirect liquid products and being similarly transportable as the direct products, provided that such mixture does not contain more than one percent (1%) of sediment, water, and other impurities.

“Delivery” means the transfer of custody of Crude Petroleum from Carrier at a Destination Point to Consignee.

“Destination Point” means the inlet flange of the destination point set out in the Table of Rates.

“FERC Index” means the “Multiplier to Use” as published by the Federal Energy Regulatory Commission under the title “Oil Pipeline Index,” and is currently published in the month of July of each year and is currently published on the Internet at <https://ferc.gov/>.

“Nomination” means a request by Shipper to Carrier to transport a stated quantity of Crude Petroleum on Carrier’s system for the account of such Shipper in any month.

“Notice of Intent to Ship” has the meaning set out in Rule 90 herein.

“Origin Point” means an origin point set out in the Table of Rates.

“Priority Rate” means the rate set out in the Table of Rates herein paid by a Committed Shipper pursuant to a Transportation Services Agreement for priority service.

“Receipt” means the transfer of custody of Crude Petroleum from Shipper at an Origin Point(s) to Carrier for transportation.

“Reid Vapor Pressure” means the absolute vapor pressure at one-hundred degrees Fahrenheit (100°F) of volatile Crude Petroleum herein expressed in pounds per square inch, as determined by test method ASTM D-323.

“Required Inventory” means each Shipper’s proportionate share of 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.

“Shipper’s Inventory” means the total Receipts of Crude Petroleum, by grade, from a single Shipper less that Shipper’s Deliveries.

“Specified Grades” means Crude Petroleum meeting certain specifications designated by Carrier for such grade of Crude Petroleum.

“Transportation Services Agreement” means a transportation services agreement entered into between Carrier and a Committed Shipper pursuant to the open season held by Carrier that commenced on September 18, 2013 and that was subsequently extended and supplemented, or pursuant to the open season held by Carrier that commenced on January 26, 2017, whereby a shipper has committed to transporting Crude Petroleum for a certain term of years and may be entitled to certain rights to priority service.

“Uncommitted Rate” means the rate set out in the Table of Rates herein paid by any Shipper that is not a Committed Shipper.

Rule 10 Quality 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 an Origin Point. Carrier reserves the right to reject, without limitation, any or all of the following: (1) Crude Petroleum having a Reid Vapor Pressure in excess of nine (9) pounds per square inch absolute and/or an API (American Petroleum Institute) gravity in excess of 60.0°; (2) Crude Petroleum having an API gravity less than 28°; (3) Crude Petroleum having a sulfur content weight percentage greater than 0.40%.

Carrier will from time to time give notice to Shippers establishing Specified Grades of Crude Petroleum which Carrier will regularly transport as a common stream between each Origin Point and each Destination Point. Shipper shall, at the request of Carrier, make such Specified Grade of Crude Petroleum available in such quantities and at such times as may be necessary to permit such common stream movements. Carrier may from time to time, after reasonable notice to Shippers who have shipped such Specified Grade of Crude Petroleum in the prior three months, cease to transport such Specified Grade of Crude Petroleum as a common stream or change the specifications of a particular Specified Grade of Crude Petroleum transported as a common stream.

Notwithstanding anything herein to the contrary, at the request of a Shipper and subject to the other provisions of this tariff, Carrier will accept for shipment the following Specified Grade of Crude Petroleum to be transported as a common stream from the Origin Point(s) to the Destination Point(s):

	WTI
API Gravity, API	36 – 44
Sulfur Content, Weight %	≤ 0.45
Max Reid Vapor Pressure, psi	9.5
Max True Vapor Pressure, psi	11.0
BS&W	< 1.0%

The specifications for WTI are, without limitation, subject to modification from time to time in the event connecting carriers modify their specifications for similar grades of Crude Petroleum.

At the request of a Shipper, and subject to other provisions of this tariff, Carrier will accept for shipment other Specified Grades of Crude Petroleum to be transported as a common stream, subject to the operating conditions of the facilities. Such request must specify (1) a Reid Vapor Pressure and/or an API (American Petroleum Institute) gravity range; and (2) a sulfur content weight % limitation.

Crude Petroleum tendered for transportation which differs in grade and general characteristics from that usually transported by Carrier will, at Carrier's option, be transported only under terms agreed upon, in writing, by Shipper and Carrier. In addition, Carrier may decide not to accept such Crude Petroleum for transportation so as to prevent contamination of the common stream.

To the extent feasible, when Crude Petroleum is to continue onto a connecting carrier's pipeline, quality specifications of such connecting carrier may apply to Carrier's system when such limits are less than that of Carrier.

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, hydrogen sulfide, arsenic, lead and/or other metals which results in harm to other Shippers, carriers, users of the contaminated Crude Petroleum or Carrier, such Shipper will be excluded from further entry into applicable segments of Carrier's system until such time as the quality of the Crude Petroleum is to the satisfaction of Carrier. Carrier is not responsible for monitoring receipts or deliveries for contaminants. Further, Carrier reserves the right to dispose of any contaminated Crude Petroleum blocking Carrier's system. Disposal thereof may be made in any reasonable manner including but not limited to commercial sales, and any liability associated with the contamination or disposal of any Crude Petroleum shall be borne by Shipper introducing the contaminated Crude Petroleum into Carrier's system. Shipper liability includes, but is not limited to, claims from other Shippers, carriers, or users of the contaminated Crude Petroleum and the costs of any regulatory or judicial proceeding.

Rule 15 Destination Arrangements Required

Carrier will receive Crude Petroleum for transportation (a) when the Crude Petroleum is to be received into Carrier's facilities at an Origin Point and Shipper or Consignee has made arrangements for further transportation beyond the designated Destination Point or (b) when Shipper or Consignee has provided the necessary arrangements for receiving such Crude Petroleum promptly on arrival at the designated Destination Point. If Shipper or Consignee has not made arrangements for transportation of the Crude Petroleum on the CC Segment, then Shipper or Consignee must either (i) provide the necessary arrangements for receiving such Crude Petroleum promptly on arrival at the Big Spring Terminal Destination Point or (ii) have made arrangements with another Shipper or Consignee to enable further transportation from the Big Spring Terminal Origin Point via the CC Segment to Carrier's CC Facilities.

Rule 20 Gauging or Metering and Testing

All shipments tendered to Carrier for transportation shall be gauged or metered and tested by a representative of Carrier, or by automatic equipment approved by Carrier, prior to, or at the same time as, receipt from Shipper. Shipper or Consignee shall have the privilege of being present or represented during the gauging or metering and testing. Shipper will grant Carrier's representative and any applicable connecting carrier's representative access to Shipper's facility 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.

A separate assessment of one-tenth of one percent (0.10%), on net quantities so determined for acceptance by Carrier for transportation on each segment of Carrier's system, will be deducted to cover losses inherent in the transportation of Crude Petroleum. By way of example, an assessment of 0.10% will be deducted for transportation on either the Big Spring Segment or the CC Segment or a total assessment of 0.20% for transportation across both such segments.

All receipts of Crude Petroleum and indirect liquid products having an API gravity of 55 degrees or above shall also be subject to an additional deduction to cover shrinkage and evaporation. Such deduction shall be determined in accordance with the following table:

API Gravity, Degrees	Deduction for Incremental Evaporation & Loss
55° through 59.9°	1%
60° through 74.9°	3%
Greater than 75°	5%

Rule 25 Line Fill and Working Stock Requirements

Each Shipper shall furnish its respective Required Inventory by type and volumes as determined by Carrier from time to time. 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.

Rule 30 Withdrawal of Required Inventory

Subject to the provisions of this tariff, a Shipper may withdraw its Required Inventory from Carrier's system at any time within ninety (90) days subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it will no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; and (3) Shipper having paid Carrier for all services.

Rule 35 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 pipeline 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 or Crude Petroleum of the same quality specifications; provided that if Crude Petroleum is designated by a Shipper as a Specified Grade to be shipped in a common stream and is received by Carrier as Crude Petroleum meeting such Specified Grade specifications, Carrier shall endeavor to deliver substantially the same grade specifications of such Specified Grade of Crude Petroleum as that received from a Shipper.

Rule 40 Clear Title Required

Carrier shall have the right to reject, on a non-discriminatory basis, any Crude Petroleum when tendered for transportation that is involved in litigation, or the title of which is in dispute, or that is encumbered by lien or charge of any kind. Carrier may require Shipper to provide satisfactory evidence of its perfect and unencumbered title or may require Shipper to furnish a satisfactory indemnity bond to protect Carrier.

Rule 45 Common Stream Petroleum Connecting Carriers

When both receipts from and/or deliveries to a connecting carrier of substantially the same Specified 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 Shipper involved from its substantially similar common stream Crude Petroleum.

Rule 50 Application of Rates from/to Intermediate Origin/Destination Points

For Crude Petroleum accepted for transportation from any origin point on Carrier not named in this tariff, which is intermediate to any published Origin Points and/or Destination Points for which rates are published, Carrier will apply from such unnamed origin 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 not named in this tariff which is intermediate to any published Destination Points and/or Origin Points for which rates are published, Carrier will apply to such unnamed destination 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 55 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 Destination Point. At the expiration of such notice, 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: three cents (\$0.03) per Barrel per day.

Rule 60 Payment of Transportation and Other Charges

Transportation charges will be computed and collected at the applicable tariff rate (in effect on the date of Receipt of Crude Petroleum by Carrier) on the Delivery quantities of Crude Petroleum determined pursuant to this tariff. Carrier will invoice Shipper for transportation charges on a monthly basis. 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. Shipper shall pay all charges within the later of 10 days of the date of invoice from Carrier or the 20th day of the month following the month of delivery. All charges that remain unpaid for more than 30 days from the date of Carrier's invoice shall accrue an interest charge of the lesser of (i) two percent (2%) above the per annum rate of interest announced from time to time as the "prime rate" for commercial loans by The Wall Street Journal, as such "prime rate" may change from time to time, or, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law.

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; (2) all deficiency payments or other obligations due from a Committed Shipper; and (3) all costs and expenses of Carrier in exercising any of its rights detailed herein, including, but not limited to, reasonable attorney fees, storage charges, and settlement of conflicting liens. At Carrier's request, Shipper shall execute all such agreements and do all such things as Carrier shall reasonably request in connection with the creation or perfection of such security interest. 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 payment obligation to Carrier, Carrier shall have all of the rights and remedies accorded to a 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 Crude Petroleum 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, in its sole discretion, to waive its security interest in the Crude Petroleum if Shipper or Consignee provides sufficient security satisfactory to Carrier.

Rule 65 Proration of Pipeline Capacity

If, during any period, the total volume of Crude Petroleum nominated over any segment or portion of Carrier's system is in excess of the amount that can be immediately transported over said segment, Carrier shall allocate transportation capacity in accordance with the *ET-S Permian Pipeline Company LLC Proration Policy – Permian Transportation and Storage* effective July 1, 2024. Copies of Carrier's proration policy will be provided upon request made to the person listed as "Compiler" on the title page of this tariff.

Rule 70 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 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/or 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 in Delivery 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 transportation via the lines or contained in other facilities in which the loss or damage occur. Consignee shall be entitled to receive only that portion of a Shipper's shipment remaining after deducting said Shipper's proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered. CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

Rule 75 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 Delivery was made, or, in case of failure to make Delivery, when Delivery should have been made. All claims and suits not filed or instituted within such time periods shall be forever barred.

Rule 80 Intrasystem Transfers

Intrasystem transfers will not be recognized by Carrier for Crude Petroleum in Carrier's custody, except for transfers resulting from application of Rule No. 40 (Clear Title Required) herein.

Rule 85 Connection Policy

Requests for connections to Carrier's system will only be considered if made by formal written notification to Carrier. All requests will be subject to the following standards and conditions: (1) all connections will be subject to design requirements necessary to protect the safety, security, integrity, and efficient operation of Carrier's system in accordance with generally accepted industry standards; and (2) acceptance of any request for connection will be subject to compliance with governmental regulations.

Rule 90 Nominations and Tenders

Shippers desiring to nominate Crude Petroleum for transportation by Carrier shall provide Carrier with written notice of the type, origin, destination, and quantity of its Nomination ("Notice of Intent to Ship"). Shippers shall promptly provide Carrier with all other information requested by Carrier to confirm that the Nominations and the proposed shipment will comply in all respects with this tariff. Notices of Intent to Ship must be received by Carrier via email or facsimile transmission on or before 12:00 Noon Central Standard Time/Central Daylight-Saving Time, whichever is applicable, the last working day prior to 16th day of the month preceding the month during which shipment is requested. 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.

The minimum amount of Crude Petroleum that Carrier will accept for transportation from any one Shipper under this tariff from any Origin Point other than a truck injection Origin Point, is five thousand (5,000) Barrels. Carrier shall have the option to move smaller batches.

Carrier will not accept nominations from Shippers for amounts in excess of the amount that said Shipper has readily accessible and available for shipment.

Shipper may make one nomination for transportation from an Origin Point on the Big Spring Segment to a Destination Point downstream of the Big Spring Terminal. Shipper will pay the applicable rate and charges for transportation on each such segment.

Rule 95 Pipeage Contracts

Carrier may require separate pipeage contracts from Shipper prior to Carrier providing any transportation service hereunder.

Rule 100 Charges for Spill Compensation Acts and Regulations

In addition to the transportation charges and all other charges accruing on Crude Petroleum accepted for transportation hereunder, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such Crude Petroleum by any Federal, state, or local government or agency which levies a tax, fee, or other charge, on the receipt, delivery, transfer, or transportation of such Crude Petroleum within such government's jurisdiction for the purpose of creating a fund for the prevention, containment, and/or removal of spills and/or reimbursement of persons sustaining loss or damage therefrom, and/or preparation for response to spills.

Rule 105 Truck Loading and Unloading

Shipments unloaded from tank trucks into Carrier's facilities are subject to a per-Barrel charge as specified on the Table of Rates. Such charge will be in addition to all other charges.

[I] ALL RATES INCREASED UNLESS NOTED OTHERWISE

TABLE OF RATES

Rates in Dollars per Barrel of 42 U.S. Gallons

From (Origin Point)	To (Destination Point)	Monthly Volume in Barrels per day	Priority Rate	Uncommitted Rate	Committed Rate
Segment A, Big Spring Area (Howard County, TX) (see Footnote 1)	Big Spring Terminal	0 – 5,000	\$0.4529	\$0.4411	\$0.3824
		5,001 – 10,000	\$0.3942	\$0.3824	\$0.3234
		10,001 – 15,000	\$0.3354	\$0.3234	\$0.2646
		15,001 – 20,000	\$0.2765	\$0.2646	\$0.2058
		20,001 – 25,000	\$0.2469	\$0.2353	\$0.1764
		25,001 or greater	\$0.2177	\$0.2058	\$0.1471
Segment A, Big Spring Area (Howard County, TX) (see Footnote 2)	Big Spring Terminal	0 – 5,000	\$0.5119	\$0.4999	\$0.4411
		5,001 – 10,000	\$0.4529	\$0.4411	\$0.3824
		10,001 – 15,000	\$0.3942	\$0.3824	\$0.3234
		15,001 – 20,000	\$0.3354	\$0.3234	\$0.2646
		20,001 – 25,000	\$0.3058	\$0.2941	\$0.2353
		25,001 or greater	\$0.2765	\$0.2646	\$0.2058
Segment A, Big Spring Area (Howard County, TX) (see Footnote 3)	Big Spring Terminal	0 – 5,000	--	\$0.5588	\$0.4999
		5,001 – 10,000	--	\$0.4999	\$0.4411
		10,001 – 15,000	--	\$0.4411	\$0.3824
		15,001 – 20,000	--	\$0.3824	\$0.3234
		20,001 – 25,000	--	\$0.3530	\$0.2941
		25,001 or greater	\$0.3354	\$0.3234	\$0.2646
Segment B, Ackerly, Knotts Prairie Station (Howard County, TX) (see Footnote 1) or Segment C, Lenorah, Stanton, and Nail Ranch Inj. (Martin County, TX) (see Footnote 1)	Big Spring Terminal	0 – 5,000	\$0.5119	\$0.4999	\$0.4411
		5,001 – 10,000	\$0.4529	\$0.4411	\$0.3824
		10,001 – 15,000	\$0.3942	\$0.3824	\$0.3234
		15,001 – 20,000	\$0.3354	\$0.3234	\$0.2646
		20,001 – 25,000	\$0.2765	\$0.2646	\$0.2058
		25,001 or greater	\$0.2469	\$0.2353	\$0.1764
Segment B, Ackerly, Knotts Prairie Station (Howard County, TX) (see Footnote 2) or Segment C, Lenorah, Stanton, and Nail Ranch Inj. (Martin County, TX) (see Footnote 2)	Big Spring Terminal	0 – 5,000	\$0.5707	\$0.5588	\$0.4999
		5,001 – 10,000	\$0.5119	\$0.4999	\$0.4411
		10,001 – 15,000	\$0.4529	\$0.4411	\$0.3824
		15,001 – 20,000	\$0.3942	\$0.3824	\$0.3234
		20,001 – 25,000	\$0.3354	\$0.3234	\$0.2646
		25,001 or greater	\$0.3058	\$0.2941	\$0.2353
Segment B, Ackerly, Knotts Prairie Station (Howard County, TX) (see Footnote 3) or Segment C, Lenorah, Stanton, and Nail Ranch Inj. (Martin County, TX) (see Footnote 3)	Big Spring Terminal	0 – 5,000	--	\$0.6176	\$0.5588
		5,001 – 10,000	--	\$0.5588	\$0.4999
		10,001 – 15,000	--	\$0.4999	\$0.4411
		15,001 – 20,000	--	\$0.4411	\$0.3824
		20,001 – 25,000	--	\$0.3824	\$0.3234
		25,001 or greater	\$0.3646	\$0.3530	\$0.2941

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[I] ALL RATES INCREASED UNLESS NOTED OTHERWISE

From (Origin Point)	To (Destination Point)	Monthly Volume in Barrels per day	Priority Rate	Uncommitted Rate	Committed Rate
Segment D, Cravens Station, Forsan Lateral Inj. (Howard County, TX) (see Footnote 1)	Big Spring Terminal	0 – 5,000	\$0.5999	\$0.5883	\$0.5293
		5,001 – 10,000	\$0.5410	\$0.5293	\$0.4706
		10,001 – 15,000	\$0.4822	\$0.4706	\$0.4117
		15,001 – 20,000	\$0.4234	\$0.4117	\$0.3530
		20,001 – 25,000	\$0.3942	\$0.3824	\$0.3234
		25,001 or greater	\$0.3646	\$0.3530	\$0.2941
Segment D, Cravens Station, Forsan Lateral Inj. (Howard County, TX) (see Footnote 2)	Big Spring Terminal	0 – 5,000	\$0.6587	\$0.6470	\$0.5883
		5,001 – 10,000	\$0.5999	\$0.5883	\$0.5293
		10,001 – 15,000	\$0.5410	\$0.5293	\$0.4706
		15,001 – 20,000	\$0.4822	\$0.4706	\$0.4117
		20,001 – 25,000	\$0.4529	\$0.4411	\$0.3824
		25,001 or greater	\$0.4234	\$0.4117	\$0.3530
Segment D, Cravens Station, Forsan Lateral Inj. (Howard County, TX) (see Footnote 3)	Big Spring Terminal	0 – 5,000	--	\$0.7058	\$0.6470
		5,001 – 10,000	--	\$0.6470	\$0.5883
		10,001 – 15,000	--	\$0.5883	\$0.5293
		15,001 – 20,000	--	\$0.5293	\$0.4706
		20,001 – 25,000	--	\$0.4999	\$0.4411
		25,001 or greater	\$0.4822	\$0.4706	\$0.4117
Segment E, Northwest Glasscock County Area & Northeast Midland County Area (Glasscock and Midland Counties, TX) or Southwest Glasscock County (Glasscock County, TX) or Southern Midland County (Midland County, TX) (see Footnote 1)	Big Spring Terminal	0 – 5,000	\$0.6587	\$0.6470	\$0.5883
		5,001 – 10,000	\$0.5999	\$0.5883	\$0.5293
		10,001 – 15,000	\$0.5410	\$0.5293	\$0.4706
		15,001 – 20,000	\$0.4822	\$0.4706	\$0.4117
		20,001 – 25,000	\$0.4529	\$0.4411	\$0.3824
		25,001 or greater	\$0.4234	\$0.4117	\$0.3530
Segment E, Northwest Glasscock County Area & Northeast Midland County Area (Glasscock and Midland Counties, TX) or Southwest Glasscock County (Glasscock County, TX) or Southern Midland County (Midland County, TX) (see Footnote 2)	Big Spring Terminal	0 – 5,000	\$0.7175	\$0.7058	\$0.6470
		5,001 – 10,000	\$0.6587	\$0.6470	\$0.5883
		10,001 – 15,000	\$0.5999	\$0.5883	\$0.5293
		15,001 – 20,000	\$0.5410	\$0.5293	\$0.4706
		20,001 – 25,000	\$0.5119	\$0.4999	\$0.4411
		25,001 or greater	\$0.4822	\$0.4706	\$0.4117
Segment E, Northwest Glasscock County Area & Northeast Midland County Area (Glasscock and Midland Counties, TX) or Southwest Glasscock County (Glasscock County, TX) or Southern Midland County (Midland County, TX) (see Footnote 3)	Big Spring Terminal	0 – 5,000	--	\$0.7646	\$0.7058
		5,001 – 10,000	--	\$0.7058	\$0.6470
		10,001 – 15,000	--	\$0.6470	\$0.5883
		15,001 – 20,000	--	\$0.5883	\$0.5293
		20,001 – 25,000	--	\$0.5588	\$0.4999
		25,001 or greater	\$0.5410	\$0.5293	\$0.4706

ET-S PERMIAN PIPELINE COMPANY LLC

F.E.R.C. No. 11.2.1

[I] ALL RATES INCREASED UNLESS NOTED OTHERWISE

From (Origin Point)	To (Destination Point)	Monthly Volume in Barrels per day	Priority Rate	Uncommitted Rate	Committed Rate
Big Spring Terminal (see Footnote 1)	<ul style="list-style-type: none"> • Carrier’s CC Facilities; or • Sunoco Pipeline’s pipeline system at or near Carrier’s CC Facilities; or • BridgeTex Pipeline Company, LLC’s pipeline system at or near Carrier’s CC Facilities; or • Plains Pipeline, L.P. Colorado City Terminal near Carrier’s CC Facilities; or • Valero Partners West Texas, LLC tankage at or near Colorado City, Texas (subject to a separate delivery fee as provided below); or • Sunrise Pipeline LLC at or near Colorado City, Texas (subject to a separate delivery fee as provided below) 	0 – 10,000	\$0.6587	\$0.6470	\$0.5883
		10,001 – 20,000	\$0.5999	\$0.5883	\$0.5293
		20,001 – 30,000	\$0.5410	\$0.5293	\$0.4706
		30,001 – 40,000	\$0.4822	\$0.4706	\$0.4117
		40,001 or greater	\$0.4234	\$0.4117	\$0.3530
Big Spring Terminal (see Footnote 2)	<ul style="list-style-type: none"> • Carrier’s CC Facilities; or • Sunoco Pipeline’s pipeline system at or near Carrier’s CC Facilities; or • BridgeTex Pipeline Company, LLC’s pipeline system at or near Carrier’s CC Facilities; or • Plains Pipeline, L.P. Colorado City Terminal near Carrier’s CC Facilities; or • Valero Partners West Texas, LLC tankage at or near Colorado City, Texas (subject to a separate delivery fee as provided below); or • Sunrise Pipeline LLC at or near Colorado City, Texas (subject to a separate delivery fee as provided below) 	0 – 10,000	\$0.7175	\$0.7058	\$0.6470
		10,001 – 20,000	\$0.6587	\$0.6470	\$0.5883
		20,001 – 30,000	\$0.5999	\$0.5883	\$0.5293
		30,001 – 40,000	\$0.5410	\$0.5293	\$0.4706
		40,001 or greater	\$0.4822	\$0.4706	\$0.4117
Big Spring Terminal (see Footnote 3)	<ul style="list-style-type: none"> • Carrier’s CC Facilities; or • Sunoco Pipeline’s pipeline system at or near Carrier’s CC Facilities; or • BridgeTex Pipeline Company, LLC’s pipeline system at or near Carrier’s CC Facilities; or • Plains Pipeline, L.P. Colorado City Terminal near Carrier’s CC Facilities; or • Valero Partners West Texas, LLC tankage at or near Colorado City, Texas (subject to a separate delivery fee as provided below); or • Sunrise Pipeline LLC at or near Colorado City, Texas (subject to a separate delivery fee as provided below) 	0 – 10,000	--	\$0.7646	\$0.7058
		10,001 – 20,000	--	\$0.7058	\$0.6470
		20,001 – 30,000	\$0.6587	\$0.6470	\$0.5883
		30,001 – 40,000	\$0.5999	\$0.5883	\$0.5293
		40,001 or greater	\$0.5410	\$0.5293	\$0.4706

ET-S PERMIAN PIPELINE COMPANY LLC

F.E.R.C. No. 11.2.1

[H] ALL RATES INCREASED UNLESS NOTED OTHERWISE

From (Origin Point)	To (Destination Point)	Monthly Volume in Barrels per day	Priority Rate	Uncommitted Rate	Committed Rate
TRUCK INJECTION STATIONS					
North Howard Station (Howard County, TX) (see Footnote 1) or Crossroads Station (Martin County, TX) (see Footnote 1)	Big Spring Terminal	0 – 2,000	\$0.4529	\$0.4411	\$0.3824
		2,001 – 4,000	\$0.4234	\$0.4117	\$0.3530
		4,001 – 6,000	\$0.3942	\$0.3824	\$0.3234
		6,001 – 8,000	\$0.3646	\$0.3530	\$0.2941
		8,001 – 10,000	\$0.3354	\$0.3234	\$0.2646
		10,001 – 12,000	\$0.3058	\$0.2941	\$0.2353
North Howard Station (Howard County, TX) (see Footnote 2) or Crossroads Station (Martin County, TX) (see Footnote 2)	Big Spring Terminal	12,001 or greater	\$0.2765	\$0.2646	\$0.2058
		0 – 2,000	\$0.5119	\$0.4999	\$0.4411
		2,001 – 4,000	\$0.4822	\$0.4706	\$0.4117
		4,001 – 6,000	\$0.4529	\$0.4411	\$0.3824
		6,001 – 8,000	\$0.4234	\$0.4117	\$0.3530
		8,001 – 10,000	\$0.3942	\$0.3824	\$0.3234
North Howard Station (Howard County, TX) (see Footnote 3) or Crossroads Station (Martin County, TX) (see Footnote 3)	Big Spring Terminal	10,001 – 12,000	\$0.3646	\$0.3530	\$0.2941
		12,001 or greater	\$0.3354	\$0.3234	\$0.2646
		0 – 2,000	--	\$0.5588	\$0.4999
		2,001 – 4,000	--	\$0.5293	\$0.4706
		4,001 – 6,000	--	\$0.4999	\$0.4411
		6,001 – 8,000	--	\$0.4706	\$0.4117
Binks Station – Big Spring Area (Howard County, TX) (see Footnote 1) or Big Spring Station – Big Spring Area (Howard County, TX) (see Footnote 1)	Big Spring Terminal	8,001 – 10,000	--	\$0.4411	\$0.3824
		10,001 – 12,000	--	\$0.4117	\$0.3530
		12,001 or greater	\$0.3942	\$0.3824	\$0.3234
		0 – 2,000	\$0.4234	\$0.4117	\$0.3530
		2,001 – 4,000	\$0.3942	\$0.3824	\$0.3234
		4,001 – 6,000	\$0.3646	\$0.3530	\$0.2941
Binks Station – Big Spring Area (Howard County, TX) (see Footnote 2) or Big Spring Station – Big Spring Area (Howard County, TX) (see Footnote 2)	Big Spring Terminal	6,001 – 8,000	\$0.3354	\$0.3234	\$0.2646
		8,001 – 10,000	\$0.3058	\$0.2941	\$0.2353
		10,001 – 12,000	\$0.2765	\$0.2646	\$0.2058
		12,001 or greater	\$0.2469	\$0.2353	\$0.1764
		0 – 2,000	\$0.4822	\$0.4706	\$0.4117
		2,001 – 4,000	\$0.4529	\$0.4411	\$0.3824
	Big Spring Terminal	4,001 – 6,000	\$0.4234	\$0.4117	\$0.3530
		6,001 – 8,000	\$0.3942	\$0.3824	\$0.3234
		8,001 – 10,000	\$0.3646	\$0.3530	\$0.2941
		10,001 – 12,000	\$0.3354	\$0.3234	\$0.2646
		12,001 or greater	\$0.3058	\$0.2941	\$0.2353

ET-S PERMIAN PIPELINE COMPANY LLC

F.E.R.C. No. 11.2.1

[I] ALL RATES INCREASED UNLESS NOTED OTHERWISE

From (Origin Point)	To (Destination Point)	Monthly Volume in Barrels per day	Priority Rate	Uncommitted Rate	Committed Rate
TRUCK INJECTION STATIONS					
Binks Station – Big Spring Area (Howard County, TX) (see Footnote 3) or Big Spring Station – Big Spring Area (Howard County, TX) (see Footnote 3)	Big Spring Terminal	0 – 2,000	--	\$0.5293	\$0.4706
		2,001 – 4,000	--	\$0.4999	\$0.4411
		4,001 – 6,000	--	\$0.4706	\$0.4117
		6,001 – 8,000	--	\$0.4411	\$0.3824
		8,001 – 10,000	--	\$0.4117	\$0.3530
		10,001 – 12,000	--	\$0.3824	\$0.3234
		12,001 or greater	\$0.3646	\$0.3530	\$0.2941
Glasscock Station (Glasscock County, TX) (see Footnote 1) or Pegasus Station (Midland County, TX) (see Footnote 1)	Big Spring Terminal	0 – 2,000	\$0.7175	\$0.7058	\$0.6470
		2,001 – 4,000	\$0.6882	\$0.6764	\$0.6176
		4,001 – 6,000	\$0.6587	\$0.6470	\$0.5883
		6,001 – 8,000	\$0.6295	\$0.6176	\$0.5588
		8,001 – 10,000	\$0.5999	\$0.5883	\$0.5293
		10,001 – 12,000	\$0.5707	\$0.5588	\$0.4999
		12,001 or greater	\$0.5410	\$0.5293	\$0.4706
Glasscock Station (Glasscock County, TX) (see Footnote 2) or Pegasus Station (Midland County, TX) (see Footnote 2)	Big Spring Terminal	0 – 2,000	\$0.7763	\$0.7646	\$0.7058
		2,001 – 4,000	\$0.7472	\$0.7352	\$0.6764
		4,001 – 6,000	\$0.7175	\$0.7058	\$0.6470
		6,001 – 8,000	\$0.6882	\$0.6764	\$0.6176
		8,001 – 10,000	\$0.6587	\$0.6470	\$0.5883
		10,001 – 12,000	\$0.6295	\$0.6176	\$0.5588
		12,001 or greater	\$0.5999	\$0.5883	\$0.5293
Glasscock Station (Glasscock County, TX) (see Footnote 3) or Pegasus Station (Midland County, TX) (see Footnote 3)	Big Spring Terminal	0 – 2,000	--	\$0.8236	\$0.7646
		2,001 – 4,000	--	\$0.7940	\$0.7352
		4,001 – 6,000	--	\$0.7646	\$0.7058
		6,001 – 8,000	--	\$0.7352	\$0.6764
		8,001 – 10,000	--	\$0.7058	\$0.6470
		10,001 – 12,000	--	\$0.6764	\$0.6176
		12,001 or greater	\$0.6587	\$0.6470	\$0.5883

Footnotes:

¹ This row of rates is applicable to Committed Shippers who signed up for a ten-year term commitment in a Transportation Services Agreement. Such Committed Shippers also may receive priority service at the Priority Rate for all committed volumes, at Shipper's option, for those months when Carrier's system (or a portion thereof) is in allocation. For the avoidance of doubt, if a Committed Shipper does not have a committed volume across either the Big Spring Segment or the CC Segment, then such Committed Shipper shall not be eligible for priority service across any segment for which it does not have a committed volume.

² This row of rates is applicable to Committed Shippers who signed up for a seven-year term commitment in a Transportation Services Agreement. Such Committed Shippers also may receive priority service at the Priority Rate for all committed volumes, at Shipper's option, for those months when Carrier's system (or a portion thereof) is in allocation. For the avoidance of doubt, if a Committed Shipper does not have a committed volume across either the Big Spring Segment or the CC Segment, then such Committed Shipper shall not be eligible for priority service across any segment for which it does not have a committed volume.

³ This row of rates is applicable to (i) walk-up or uncommitted Shippers and (ii) all Committed Shippers other than those described above in Footnote 1 or Footnote 2. For those Committed Shippers who signed up for a five-year term commitment and a committed volume of at least 30,000 bopd across both the Big Spring Segment and the CC Segment in a Transportation Services Agreement, priority service at the Priority Rate for all committed volumes is available at Shipper's option for those months when Carrier's system (or a portion thereof) is in allocation.

Notes:

- To the extent permitted by applicable law, all rates set forth above in the Table of Rates shall be increased annually, effective July 1 of each year (commencing with July 1, 2016), by the positive adjustment, if any, in the FERC Index from the immediately preceding year; provided, however, any such annual adjustment shall (a) be limited to a maximum of three percent (3%) per year, and (b) not result in a rate less than the rate in effect immediately preceding such adjustment.
- For transportation on Segments A through E or from any Truck Injection Station, a Committed Shipper may aggregate its volume commitments from different segments. For example, if a Committed Shipper commits to 4,000 bopd on Segment A and 3,000 bopd on Segment B, then it would qualify for the 2nd tier (5,001 – 10,000) of Committed Rates for both Segment A and Segment B.
- A Committed Shipper on Segments A through E may aggregate its volume commitments from such segments with respect to the Uncommitted Rates for the truck injection Origin Points. For example, if a Committed Shipper commits to 7,000 bopd on Segment A, then it would qualify for the 4th tier (6,001 – 8,000) of Uncommitted Rates for any truck injection Origin Points.
- For the avoidance of doubt, applicable rates for crude oil transportation services will be charged on the net Crude Petroleum Barrel delivery quantities pursuant to Rule 60, as measured by Carrier pursuant to Rule 20 but prior to any adjustment or assessment for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses.

PUMPING CHARGE

Except as otherwise provided herein, Carrier will assess a fee of **[I]** 8.15 cents per Barrel for any pumping services performed in order to effect deliveries into connecting carriers' pipelines at Carrier's CC Facilities. For those Committed Shippers who signed up for a ten-year term commitment for transportation from across both the Big Spring Segment and the CC Segment, Carrier will not assess the Pumping Charge.

Carrier will not assess such a pumping charge for deliveries into Valero Partners West Texas, LLC tankage at or near Colorado City, Texas (see instead the Valero Partners West Texas, LLC delivery fee below) or into Sunrise Pipeline LLC at or near Colorado City, Texas (see instead the Sunrise Pipeline LLC delivery fee below).

TRUCK UNLOAD CHARGE

Except as otherwise provided for herein, Shipments unloaded from tank truck facilities into Carrier's system are subject to a charge of **[I]** 10.85 cents per Barrel. For those Committed Shippers who signed up for a seven- or ten-year term commitment for transportation across both the Big Spring Segment and the CC Segment, Carrier will not assess the Truck Unload Charge.

VALERO PARTNERS WEST TEXAS, LLC DELIVERY FEE

A separate delivery fee of **[I]** 26.00 cents per Barrel will be charged on all Crude Petroleum delivered into Valero Partners West Texas, LLC tankage at or near Colorado City, Texas.

SUNRISE PIPELINE LLC DELIVERY FEE

A separate delivery fee of **[I]** 26.00 cents per Barrel will be charged on all Crude Petroleum delivered into Sunrise Pipeline LLC at or near Colorado City, Texas.

Explanation of Reference Marks

- [C]** Canceled
- [I]** Increased
- [N]** New
- [W]** Change in Wording Only