

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

F.E.R.C. No. 16.4.0

(Issued in lieu of F.E.R.C. No. 16.3.0, which
was rejected and cancels F.E.R.C. No. 16.2.0)

ETP CRUDE LLC

LOCAL AND PROPORTIONAL PIPELINE TARIFF

CONTAINING

RATES, RULES AND REGULATIONS

APPLYING ON

CRUDE PETROLEUM

FROM

HEARNE,

ROBERTSON COUNTY, TEXAS

TO

NEDERLAND,

JEFFERSON COUNTY, TEXAS

Filed under authority of 18 C.F.R. §342.3 (Indexing).

Subject to Rules and Regulations shown on Pages 3-8

[N] Request for Special Permission

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

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GENERAL APPLICATION

Carrier will receive, transport, and deliver Crude Oil through its facilities only as provided in the Rules and Regulations, except that specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein or in succeeding reissues of these Rules and Regulations.

Item 5 Definitions

“API” means the American Petroleum Institute.

“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 ETP Crude 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 that satisfies the specifications set forth in Item 10.

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

“Destination Point” means the destination point of Carrier's pipeline at the Energy Transfer Marketing & Terminals L.P. Nederland, Jefferson County, Texas terminal.

“FERC” means the Federal Energy Regulatory Commission or its successor agencies.

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

“Operating Month” means any month in which Carrier transports Crude Petroleum. For purpose hereof, the month shall be deemed to begin on the first day of such month at 0000 hours until the first day of the succeeding month at 0000 hours (Central Standard or Central Daylight Savings time in Houston, TX, whichever is in effect of the date specified).

“Origin Point” means the origin point of Carrier’s pipeline near Hearne, Robertson County, Texas.

“Receipt” means the transfer of Crude Petroleum from Shipper at the Origin Point to Carrier for transportation.

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

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

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

“Tender” or “Tendering” means to physically deliver, or cause to be delivered, Crude Petroleum (which may include delivery of such Crude Petroleum from a connecting pipeline or other facility), by or on behalf of a Shipper to Carrier for transportation from the Origin Point to the Destination Point in accordance with this tariff.

Item 10 Specifications; Restrictions and Warranty

Carrier will receive Crude Petroleum only through its facilities at the Origin Point. Shipper warrants that the Crude Petroleum tendered to Carrier will conform to the specifications set forth below, will be merchantable and will not be contaminated. Shipper will be liable to Carrier, other Shippers and/or Consignees for any damages, including special, incidental and consequential arising from a breach of this warranty.

API Gravity, °API	35-45
Sulfur Content, Weight %	< 0.3
Max True Vapor Pressure, psi	11.0
Viscosity	< 425 SUS at 100°F; < 1500 SUS at 60°F
Total Acid Number, mg KOH/g	0.28

The specifications set forth above are, without limitation, subject to modification from time to time in the event upstream or downstream connecting carriers or terminals modify their specifications for Crude Petroleum.

Crude Petroleum tendered for transportation, which differs in specifications and general characteristics from that usually transported by Carrier will, at the Carrier's option, (1) be transported only under terms agreed upon, in writing, by Shipper and Carrier, or (2) be rejected by Carrier. Carrier shall not be obligated to accept any Crude Petroleum that (i) contains excessive metals, chemicals, H₂S, salts, refinery or chemical plant process or by-product materials, particulate matter or any other material that may adversely affect downstream markets or pipelines, as determined by Carrier, and (ii) is not the direct product of oil wells. Carrier reserves the right to inject corrosion inhibitors, viscosity or pour point depressants, drag reducing agents or other such additives to facilitate the efficient transportation of Crude Petroleum on the Pipeline.

CARRIER DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, CONCERNING THE QUALITY OF THE PRODUCT.

Item 15 Destination Facilities Required

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

In the event Shipper fails to provide the necessary facilities for delivery into origin or receipt at destination, or Shipper or Consignee refuses to accept Crude Petroleum at destination, Carrier shall have the right to divert or reassign, or make whatever arrangements for disposition as are deemed appropriate to deliver the Crude Petroleum from Carrier's facilities, including the right of public or private sale in a commercially reasonable manner. Carrier or its affiliate may be a purchaser at such sale. Out of the proceeds of said sale, Carrier shall pay itself all transportation and other applicable lawful charges and reasonable expenses of the sale and caring for and maintaining the Crude Petroleum until disposed of and the balance shall be held for whomsoever may be lawfully entitled thereto.

Item 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 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. Except for arithmetic errors, all measurement and testing by a representative of Carrier will be conclusive evidence of the quantity as adjusted herein if a representative of Shipper or Consignee was not present during such measuring and testing.

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.

Pursuant to Item No. 60, 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.

Item 25 Required Inventory

Each Shipper shall supply its share of Required Inventory by types and volumes as determined from time to time by Carrier. Such Required Inventory may be withdrawn 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.

Item 30 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 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.

Item 35 Clear Title Required

The Carrier shall have the right to reject any Crude Petroleum on a non-discriminatory basis 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 its perfect and unencumbered title or right to ship or a satisfactory indemnity bond to protect the Carrier.

Item 40 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.

Item 45 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; Fifty-Three hundredths cents (0.53¢) per barrel per day.

Item 50 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 and paid in accordance with Carrier's invoice terms. Shipper shall be responsible for transportation and all other charges applicable to the particular shipment, and, if required by Carrier, shall prepay all charges or furnish guaranty of payment or an irrevocable standby letter of credit satisfactory to Carrier. Any such guaranty or letter of credit shall be in form and substance reasonably acceptable to Carrier. If such charges are not paid by the due date stated in the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and

accumulated but unpaid finance charges) until paid in full at the rate equal to one hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank, N.A. New York, New York as of the due date or the maximum finance charge allowed by law, whichever is less.

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. 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 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 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.

Carrier reserves the right to set-off any such charges against any monies owned to Shipper to Carrier or any Crude Petroleum of Shipper in Carrier's custody.

Item 55 Proration of Pipeline Capacity

If, during any period, the total volume of Crude Petroleum nominated over any segment of the pipeline is in excess of the available operational capacity of said segment, Carrier shall allocate transportation capacity in accordance with the "ETP Crude LLC Proration Policy – Eaglebine Express Crude Petroleum Pipeline" effective April 1, 2023. The proration policy will be provided upon request by the person listed as compiler on the title page of this tariff.

Item 60 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, shall not be liable for any loss of Crude Petroleum, damage thereto, contamination thereof, 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 negligence of Carrier. In case of loss or damage from causes other than the 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 a Shipper's shipment remaining after deducting its proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered. Carrier's custody of Crude Petroleum shall end when the Crude Petroleum has been delivered at the Destination Point. CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Item 65 Rights of Carrier

The transportation of Crude Petroleum may be refused or terminated if Carrier determines or is advised that the Crude Petroleum does not meet the requirements of this tariff. Carrier shall have the right to any remedy available, including but not limited to the right to return, divert, sell and dispose of Crude Petroleum that does not conform to this tariff, without liability. Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in returning or otherwise disposing of such non-conforming Crude Petroleum. Additionally, Carrier reserves the right to sample and test the Crude Petroleum tendered by Shipper. If the Crude Petroleum does not meet the applicable quality specifications set forth in Item 10, Carrier reserves the right to take appropriate action, including but not limited to:

(1) requiring the Shipper to test its Crude Petroleum at Carrier's approved laboratory, at Shipper's expense prior to tender to ensure its quality is consistent with Carrier's specifications; (2) suspension; and (3) permanent disconnection.

Item 70 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.

Item 75 Intrasystem Transfers

Intrasystem transfers will not be recognized by Carrier for Crude Petroleum in Carrier's custody, except for transfers resulting from application of Item No. 50 herein.

Item 80 Nominations and Tenders

Shippers desiring to nominate Crude Petroleum for transportation by the Carrier shall provide Carrier with written notice of the type 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. 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. 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 sixty thousand (60,000) barrels from one shipper; provided that 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.

TABLE OF RATES

Rate in Cents per Barrel of 42 U.S. Gallons				
FROM	TO	Monthly Volume (barrels per day)	Priority Service Rate	Uncommitted Rate
Hearne, Robertson County, Texas	Nederland, Jefferson County, Texas (ETNT Nederland Terminal)	1 – 19,999	[I] 436.29	[I] 434.84
		20,000 – 39,999	[I] 363.59	[I] 362.14
		40,000+	[I] 290.85	[I] 289.40

NOTES:

1. No gathering service will be performed under this tariff. The rates shown herein apply to trunk line transportation only.

Explanation of Reference Marks

- [I] Increased
[N] New