

**ETP CRUDE LLC**  
JOINT PROPORTIONAL PIPELINE TARIFF  
IN CONNECTION WITH  
**WEST TEXAS GULF PIPE LINE COMPANY LLC**  
AND  
**PERMIAN EXPRESS PARTNERS LLC**  
CONTAINING  
**RATES, RULES AND REGULATIONS**  
APPLYING ON  
**CRUDE PETROLEUM**  
FROM  
**MIDLAND, MIDLAND COUNTY, TEXAS**  
TO  
**NEDERLAND, JEFFERSON COUNTY, TEXAS**

Filed under authority of 18 C.F.R. §[W] 341.3 (Form of Tariff) ~~342.3(a) (Rate Changes)~~.

Subject to Rules and Regulations shown on Pages 3 – 6.

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

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## TABLE OF CONTENTS

Subject	Item No.	Page No.
Definitions	5	3
Specifications and Restrictions	10	[W] <del>3</del> 4
Destination Facilities Required	15	4
Gauging or Metering and Testing	20	4
Required Inventory	25	4
Mixing in Transit	30	4
Clear Title Required	35	4
Common Stream Petroleum Connecting Carriers	40	[W] <del>4</del> 5
Deliveries and Demurrage	45	[W] <del>4</del> 5
Payment of Transportation and Other Changes	50	5
Proration of Pipeline Capacity	55	5
Liabilities of Parties	60	[W] <del>5</del> 6
Notice of Claims	65	[W] <del>5</del> 6
Intrasystem Transfers	70	6
Nominations and Tenders	75	6
Table of Rates	--	7

**GENERAL APPLICATION**

Carrier will receive, transport, and deliver Crude Oil through its facilities only as provided in these 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**

“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, West Texas Gulf Pipe Line Company LLC and/or Permian Express Partners LLC, as the context requires.

“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.

“Destination Point” means the destination point of ETNT Nederland Terminal at Nederland, Texas.

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

“ETNT” means Energy Transfer Nederland Terminal LLC.

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

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

“Origin Point” means the origin point of the Mesa Pipeline System in Midland, Texas.

“Priority Service Shipper” means a Shipper that has committed to transporting, or paying a deficiency payment for failure to transport, certain minimum volumes of Crude Petroleum pursuant to a Transportation Service Agreement executed pursuant to the open season that commenced on April 11, 2012.

“Receipt” means the transfer from Shipper to Carrier at the Origin for transportation under this tariff.

“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 these Rules and Regulations.

**Item 10 Specifications and Restrictions**

Carrier will receive Crude Petroleum only through its facilities at the Origin Point. Carrier will from time to time give notice to Shippers specifying the grades of Petroleum which it will regularly be transporting by Petroleum grades between the Origin Point and the Destination Point. 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. A tariff filing will be made if the grade of crude petroleum transported is changed.

**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 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. Shippers are responsible for making applicable arrangements with ETMT's Nederland Terminal for the receipt of Crude Petroleum at the Destination Point.

**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.

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. An assessment of one-tenth of one percent (0.1%) on net quantities so determined for acceptance by Carrier will be deducted to cover losses inherent in the transportation of Crude Petroleum.

**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.

**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 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 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; (2) all deficiency payments or other obligations due from a Priority Service Shipper under a Transportation Services Agreement; and (3) 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 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.

**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 normal operational capacity of said segment, Carrier shall allocate transportation capacity in accordance with the "ETP Crude LLC Proration Policy – Midland, TX to ETNT Nederland Terminal in Nederland, TX 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 these Rules and Regulations.

**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. The 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 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 WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

**Item 65 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 70            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 75            Nominations and Tenders**

[W] All Shippers desiring to ship or receive Crude Petroleum through the pipelines of Carrier shall provide Carrier, through Transport 4 (T4), or such other system designated by Carrier, a Nomination specifying the kind, quantity, receipt point, sequence of delivery, delivery point, and Shipper of each proposed shipment of Crude Petroleum (the "Initial Nomination"). Carrier shall not be obligated to accept a Tender for any transportation month unless the Shipper submits its Nomination to the Carrier on or before 4:15 PM Central Time on or before the fifteenth (15<sup>th</sup>) day of the preceding calendar month. If the fifteenth (15<sup>th</sup>) day of the preceding calendar month is a non-business day, then such Nomination shall be due on the last business day prior to the fifteenth (15<sup>th</sup>) day of the preceding calendar month (the "Initial Nomination Due Date"). Carrier will confirm such Nomination not later than the twenty-fifth (25<sup>th</sup>) day of such calendar month. Carrier will carefully examine Nominations, using every means available to ensure that they are true and realistic and may reject any Nominations to the extent they appear to be inflated.

Upon confirmation of acceptance of Shipper's Initial Nomination (as adjusted, if necessary, pursuant to Item 55) by Carrier, Shipper's Initial Nomination will be considered binding as to Shipper. If a Shipper makes a Nomination after the Initial Nomination Due Date for additional capacity (an "Incremental Nomination"), then Carrier shall notify Shipper if such Incremental Nomination will be accepted, and any such accepted Incremental Nomination shall be considered binding as to Shipper upon Carrier's notification of acceptance. A Nomination made after the Initial Nomination Due Date does not modify a binding Initial Nomination; rather, a Nomination made after the Initial Nomination Due Date shall be considered a new, Incremental Nomination, to the extent approved by Carrier. The sum of a Shipper's accepted Initial Nomination and any accepted Incremental Nomination shall be considered a Shipper's "Binding Nomination" for the month. If a Shipper makes a Nomination after the Initial Nomination Due Date that is lower than the accepted Initial Nomination, then the accepted Initial Nomination remains binding on Shipper.

Except with respect to a Committed Shipper and the shipment of its committed volumes, for which such Committed Shipper is otherwise obligated to ship its committed volumes or pay a deficiency payment, for each transportation month in which Shipper Tenders Crude Petroleum that is less than its Binding Nomination for such transportation month, for any reason other than at the request of Carrier or where Carrier's operations prevented full receipt of the Barrels Tendered by Shipper, Shipper shall be invoiced a Nomination Shortfall Charge in addition to being invoiced for its Tendered volumes. The "Nomination Shortfall Charge" shall equal: (1) the positive difference between the Shipper's Binding Nomination for a transportation month and the actual volumes delivered out to Shipper during that transportation month multiplied by (2) the then-current and applicable per-barrel transportation rate published in Carrier's applicable tariff.

If it is determined that insufficient capacity is available to accommodate all valid timely and properly submitted Nominations, Carrier will notify, via electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a Nomination for an allocated line segment. Carrier will allocate capacity in accordance with Item 55.

Shippers desiring to nominate Crude Petroleum for transportation by the Carrier under this tariff shall provide ETP Crude LLC 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 ETP Crude LLC via facsimile transmission equipment acceptable to ETP Crude LLC 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 fifty thousand (50,000) barrels from one shipper. Carrier [W] reserves the right shall have the option to move smaller batches [N] when operating conditions allow. No Tender shall be considered beyond the amount which the party requesting shipment has readily accessible for shipment. [C] Carrier will carefully examine Nominations, using every means available to ensure that they are true and realistic and may reject any Nominations that appear to be inflated or unrealistic.

## TABLE OF RATES

Rate in Cents per Barrel of 42 U.S. Gallons				
FROM	TO	Priority Service Rate	Uncommitted Rate	Transfer Fee <sup>1</sup>
Midland, Midland County, Texas	Nederland, Jefferson County, Texas	[U] 371.26	[U] 368.92	[U] 6.00

<sup>1</sup>Corsicana to Permian Express Partners LLC at Corsicana, TX

**ROUTE:** ETP Crude LLC's interest in the Mesa Pipeline System from Midland, TX to Colorado City, TX; then West Texas Gulf Pipe Line Company LLC from Colorado City, TX to Wortham, TX; then ETP Crude LLC from Wortham, TX to Corsicana, TX; then Permian Express Partners LLC from Corsicana, TX to ETNT Nederland Terminal, Nederland, TX.

**NOTES:**

1. West Texas Sour ("WTS"), West Texas Intermediate ("WTI") and West Texas Intermediate Light ("WTL") quality crude will be the only crude grades shipped from the origin to the destination herein governed by this tariff.
2. No gathering service will be performed under this tariff. The rates shown herein apply to trunk line transportation only.
3. Carrier reserves the right to inject Drag Reducing Agent ("DRA") and recover these costs through a DRA surcharge. Such surcharge will be circulated 30 days in advance for Shipper approval.

**Explanation of Reference Marks**

- [C] Canceled  
 [N] New  
 [U] Unchanged  
 [W] Change in Wording Only