

PERMIAN EXPRESS PARTNERS LLC

LOCAL PIPELINE TARIFF

APPLYING ON

CRUDE PETROLEUM

FROM

CORSICANA, NAVARRO COUNTY, TEXAS

TO

NEDERLAND, JEFFERSON COUNTY, TEXAS

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

This tariff provides for the transportation of crude petroleum from Energy Transfer Partners, L.P.'s (Energy Transfer) Corsicana storage facility near Corsicana, Texas into Permian Express Partners LLC's 20-inch pipeline for delivery into Nederland, Texas.

The rates named in this tariff are for the transportation of crude petroleum by pipeline and are applicable only on shipments to destination named herein, for interstate transportation by pipeline, subject to the rules and regulations published herein.

[C] Request for Special Permission

~~Issued on five 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.

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RULES AND REGULATIONS

Rule 1 Definitions

"Barrel" means a barrel of forty-two (42) gallons, United States measurement at 60 degrees Fahrenheit and zero pounds per square inch gauge pressure.

"Business day" means any day of the week other than Sunday, Saturday, or a statutory or civic holiday observed in Houston, Texas.

"Carrier" means and refers to Permian Express Partners LLC and/or other pipeline companies which may, by proper concurrence, be party to this tariff incorporating these rules and regulations by specific reference.

"Crude Petroleum", as used herein, means either the direct liquid products of oil wells, or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil or gas wells.

"Direct Products" means the direct liquid products of oil wells, and or mined bitumen.

"Indirect Liquid Products" means the liquid products resulting from the refining of crude petroleum, operation of gasoline recovery plants, gas recycling plants, and condensate, synthetic oil or distillate recovery equipment in gas or oil fields.

"Nominations" means an offer by a shipper to the Carrier of a stated quantity of crude petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.

"Shipper" means the party who contracts with Carrier for transportation of Crude Petroleum, as defined herein and under the terms of these rules.

Rule 2 Commodity

The Carrier is engaged in the transportation of crude petroleum exclusively under this tariff, and therefore will not accept any other commodity for transportation hereunder.

Rule 3 Specifications

- A. Carrier is unable to receive and shall not be obligated to accept Crude Petroleum that, , has on receipt: (i) a temperature greater than 100 degrees Fahrenheit; (ii) a Reid vapor pressure in excess of 10.0 pounds per square inch; (iii) sediment and water in excess of 0.5 percent by volume; (iv) a density less than 19.0 API at 60 degrees Fahrenheit; (v) a kinematic viscosity in excess of 350 centistokes at Carriers referenced line temperature; (vi) any organic chlorides; or (vii) physical or chemical characteristics that may render such Crude Petroleum not readily transportable by the Carrier or that may materially affect the quality of other commodities transported by the Carrier or that may otherwise cause disadvantage to the Carrier.
- B. A Shipper shall, provide to the Carrier a certificate with respect to the specifications of Crude Petroleum that have not been previously approved by the Carrier. If a Shipper fails to provide the Carrier with such certificate, then the Carrier shall not be obligated to accept the Shipper's Crude Petroleum.
- C. If the Carrier determines that a Shipper does not comply with the provisions of paragraph (a) of Rule 3 of this tariff, then such Shipper shall remove its Crude Petroleum from the facilities of the Carrier as directed by the Carrier.
- D. If a Shipper fails to remove its Crude Petroleum from the facilities of the Carrier in accordance with the provisions of paragraph (c) of Rule 3 of this tariff, then the Carrier shall have the right to remove and sell such Crude Petroleum in such lawful manner. Carrier shall promptly offer said Crude Petroleum for the highest bid to known buyers at the destination. The Carrier shall pay from the proceeds of such sale all costs incurred by the Carrier with respect to the storage, removal and sale of such Crude Petroleum. The remainder

of such proceeds, if any, shall be held by the Carrier for the Shipper and any other party lawfully entitled to such proceeds.

- E. Sediment, water and quality limitations of a connecting carrier may be imposed upon the Carrier. When such limitations of the connecting carrier vary from that of the Carrier, the limitations of the connecting carrier will be enforced.

Rule 4 Maintenance of Identity

Crude petroleum will be accepted for transportation only on condition that it shall be subject to such changes in gravity, quality, or characteristics while in transit as may result from the mixture with other crude petroleum in the pipelines or tanks of the Carrier. Carrier shall be under no obligation to deliver the identical crude petroleum received but may take delivery to consignee out of common stock in the Carrier's pipelines and/or tanks at delivery point.

Rule 5 Storage and Destination Facilities

Storage necessarily incident to transportation and only such storage will be provided by the Carrier, and the shipper or consignee must provide storage facilities for receiving the crude petroleum at destination. Shipper or consignee must provide confirmed and verifiable storage facilities or access to storage facilities for receiving the crude petroleum at destination prior to the tendering the crude for delivery. Nominations to unconfirmed storage facilities will be rejected.

The Carrier may refuse to accept crude petroleum for transportation unless satisfactory evidence can be furnished that the shipper or consignee has provided the necessary facilities for the prompt receipt and disposition of said crude petroleum at its destination. Satisfactory evidence is defined as written or electronic confirmation from Energy Transfer's Nederland Terminal in Nederland, Texas.

Rule 6 Legality of Shipments

The Carrier reserves the right to reject any and all crude petroleum tendered where the shipper or consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regulating shipments of crude petroleum.

Rule 7 Tender Requirements

Crude Petroleum will be accepted for gathering and/or transportation under this tariff in shipments of not less than fifty thousand (50,000) barrels from one shipper consigned to one consignee and destination; provided, however, that Crude Petroleum will be accepted only at such time as Crude Petroleum of similar quality and characteristics is being transported from receiving point to delivery point.

Carrier will provide origination storage capacity for a single segregation which will be for West Texas Sour. Additional segregations and batching may be considered subject to operational feasibility and subject to additional fees. If additional segregations are allowed, Carrier will refile this tariff describing the change and any additional tariff costs.

Carrier requires that Tenders for shipment of Crude Petroleum on its pipeline systems be received on or before 4:15 PM, Central Standard Time or Central Daylight Savings Time, the last business day prior to the 16th day of the month preceding the month during which shipment is requested or earlier if necessary to meet the schedules of the connecting carriers. Written confirmation of verbal tenders for shipment must be provided by the first of the month during which shipment is requested.

Originating Carrier may, subject to the availability of space and the operating conditions of the facilities of the Carrier, accept Tenders or revised Tenders after such time.

- A. A Shipper shall, upon notice from Carrier, provide written third-party verification in support of such Shipper's Tender. Carrier shall not be obligated to accept a Shipper's Crude Petroleum where such verification is, unacceptable to Carrier.
- B. Carrier shall not be obligated to accept a Shipper's Crude Petroleum if the volume of such Crude Petroleum is less than the minimum volume or if the receipt flow rate at which such Crude Petroleum is received by Carrier is

less than or greater than the receipt flow rates specified from time to time by Carrier for each Regular Receiving Point.

- C. The Carrier shall not be obligated to make a delivery of a Shipper's Crude Petroleum of less than the minimum system volume of 50,000 barrels per day or at a delivery flow rate less than or greater than the delivery flow rates specified from time to time by the Carrier for each regular Delivery Point.
- D. A Shipper shall supply its proportionate share of linefill and tank inventory by crude type and volumes as determined from time to time by the Carrier.

Rule 8 Title

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

Rule 9 Apportionment when Tenders are in Excess of Facilities

When there shall be tendered to Carrier for transportation greater quantities than can be immediately transported, the transportation shall be as follows, provided that no tender for transportation shall be considered beyond the amount which the shipper requesting the shipment has on hand available and ready for shipment.

- A. Those Committed Shippers executing a Pipeline Throughput and Deficiency Agreement for a joint movement utilizing the pipeline will be allocated their committed capacity, which is not subject to proration.
- B. The remaining 10% of the available capacity will be allocated to Uncommitted Shippers in proportion to the amounts tendered by each.

Rule 10 Delivery at Destination

The Carrier will transport and deliver crude petroleum with reasonable diligence and dispatch considering the quantity and quality of the crude petroleum, the distance of transportation, safety of operations, and other material factors, but will accept no crude petroleum to be transported in time for any particular market.

After any shipment has had time to arrive at destination, and/or on twenty-four (24) hours' notice to consignee, Carrier may begin delivery at its current pumping rate. If the shipper, or consignee, is unable or refuses to receive the crude petroleum shipment as it arrives at destination, Shipper agrees that the Carrier has the right to make whatever arrangements for disposition of the crude petroleum it deems appropriate in order to clear its pipeline and/or tanks. Any resulting costs incurred, or tariff revenues lost by Carrier shall be borne by the responsible shipper or consignee, which charges are in addition to transportation charges accruing to responsible shipper or consignee.

Rule 11 Payment of Transportation and Other Charges

The Shipper or Consignee shall pay, as provided below, all applicable gathering, transportation, and all other charges accruing on Crude Petroleum delivered to and accepted by Carrier for shipment.

All payments are due within ten (10) days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may bear interest from the day after the due date until paid, calculated at an annual rate equivalent to the lesser of (1) 125% of the prime rate of interest, as of the date of Carrier's invoice, charged by the Citibank N.A. of New York, New York, for ninety (90) day loans made to substantial and responsible commercial borrowers or (2) the maximum rate allowed by law. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts.

In the event Shipper fails to pay any such charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and Shipper meets the requirements of the following paragraph.

In addition, in the event Shipper fails to pay any such charges when due, Carrier shall have the right to setoff such amounts owed and future amounts owed against those amounts Carrier owes Shipper.

In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Crude Petroleum in Carrier's possession or prior to Carrier's acceptance of Shipper's Crude Petroleum: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges and in a form and from a third party acceptable to Carrier. In the event Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

Carrier shall have a lien on all Crude Petroleum delivered to Carrier to secure the payment of any and all gathering, transportation, or any other charges that are owed Carrier. Such lien shall survive delivery of Crude Petroleum to Shipper. Such lien shall extend to all Crude Petroleum in Carrier's possession beginning with Shipper's first receipt of transportation or other services from Carrier. The lien provided herein shall be in addition to any lien or security interest provided by statute or applicable law. Carrier may withhold delivery to Shipper of any of Shipper's Crude Petroleum in its possession and exercise any other rights and remedies granted under this tariff or existing under applicable law until all such charges have been paid as provided above.

If Shipper fails to pay an invoice by the due date, in addition to any other remedies under this tariff or under applicable law, Carrier shall have the right, either directly or through an agent, to sell at a private sale any and all Crude Petroleum of such Shipper in its custody at fair market value at the time of sale. The proceeds of any sale shall be applied to the following order: (A) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (B) To the satisfaction of the Shipper's indebtedness including interest herein provided from the date of payment is due. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

Rule 12 Application of Rates and Charges

Only crude petroleum destined for movement in interstate commerce will be accepted for movement under this tariff. Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such petroleum by the Carrier.

Rule 13 Application of Rates for Intermediate Points

For crude petroleum shipments accepted for transportation from any point not named in tariffs making reference hereto which is intermediate to a point from which rates are published in said tariffs, through such unnamed point, the rate published therein from the next more distant point specified in the tariffs will apply from such unnamed point. For crude petroleum shipments accepted for transportation to any point not named in tariffs making reference hereto which is intermediate to a point to which rates are published in said tariffs, through such unnamed point, the rate published therein to the next more distant point specified in the tariffs will apply. If the intermediate point is to be used on a continuous basis for more than 30 days, Carrier must file, in accordance with 341.10 18 CFR, a tariff publication applicable to the transportation movement.

Rule 14 Measuring, Testing, Corrections and Deductions

A. In accordance with the appropriate American Petroleum Institute (API) standards the Carrier shall gauge or meter, or cause to be gauged or metered, a Shipper's Crude Petroleum upon receipt and delivery by the Carrier. The Shipper or the designate of the Shipper may be present at such gauging or metering. If tank gauges are used, the volume of Crude Petroleum shall be computed from tank tables on a 100 per cent volume basis. The Carrier upon advance notice and approval shall have the right to enter the premises where Crude Petroleum is received or

delivered by the Carrier and shall be granted access to all facilities for the purpose of gauging or metering and to make any examination, inspection, measurement or test as required by the Carrier to verify the accuracy of such facilities and the quality of such Shipper's Crude Petroleum.

- B. Quantities shall be corrected as to temperature from observed temperature to 60 degrees Fahrenheit basis by use of applicable API-ASTM-IP correction tables. Full deduction will be made for all water and other impurities.
- C. The Carrier shall, as deemed necessary by the Carrier, adjust the measured volume of Crude Petroleum for shrinkage in accordance with API MPMS Chapter 12 Part 3 or the latest revision to the API Standard.
- D. The Carrier shall, as deemed necessary by the Carrier, determine the kinematic viscosity of Crude Petroleum received by the Carrier in accordance with ASTM D 445 or the latest revision to such Standard or such other test as may be agreed to by the Carrier and the Shipper.
- E. The results of all such gauging, metering and testing by the Carrier shall be final.
- F. The Carrier shall deduct 1/10 of 1 percent of the volume of Crude Petroleum received from the Shipper to cover losses inherent in the transportation of Crude Petroleum on Mobil Pipe Line from Corsicana to Nederland.

Rule 15 Liability of Carrier

The Carrier shall not be liable for any loss of crude petroleum as described herein, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of the shipper or consignee, or from any other cause not due to the negligence of Carrier; in case of losses from such causes, other than the negligence of Carrier, losses 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 the custody of Carrier for shipment via the lines or other facilities in which the loss or damage occurs; the consignee shall be entitled to receive only that portion of the shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered. A Shipper shall indemnify the Carrier for any damage, loss, costs or consequential loss incurred by the Carrier or any other party as a result of such Shipper's failure to comply with any provision of this tariff.

Rule 16 Claims, Suits, Time for Filing

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after delivery of the property, 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 specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

Rule 17 Use of Communication Facilities

When Carrier maintains a private communication system, shippers may use the same without extra charge for messages incident to shipment. However, Carrier shall not be liable for delivery of messages away from its office, delays in transmission, failures of transmission, interruption of service, or the accuracy thereof.

Rule 18 Pipage Contracts

Separate pipage contracts in accord with this Tariff and these rules and regulations covering further details may be required by this Carrier before any duty for transportation shall arise.

Rule 19 Reconsignment

If no out of line or back haul movement or interference with shipping sequence is required, diversion or reconsignment may be made prior to arrival at original destination without charge, subject to the rates, rules and regulations applicable from point of origin to point of final destination.

Rule 20 Terminal and Privilege Rules

Shipments transported under this Tariff are entitled to such privileges and subject to such charges as are or shall be published by Carrier and as are lawfully in effect on date of shipment and lawfully on file with the Federal Energy Regulatory Commission as to interstate traffic, providing for reconsignment, storage, transit privileges, or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this, tariff or which increase or decrease the value of the service to the shipper.

Rule 21 Transfers within System

Line transfers or ownership transfers of Crude Petroleum in custody of Carrier within its system from one shipper (transferor) to another shipper (transferee) will be permitted provided as follows:

- A. Permian Express Partners LLC will allow for one transfer per month per shipper without a fee. Each transferor will be charged one-half cent (\$0.005) per barrel for each subsequent line transfer or ownership transfer of Crude Petroleum in custody of Carrier within its system.
- B. All intrasystem transfer requests to Carrier must be made in accordance with requirements stipulated in the second paragraph of Rule 8 (Tender Requirements). Both transferor and transferee shall provide written notice to Carrier containing like data relative to the kind, quantity, source, location, transferor and transferee of the Crude Petroleum and the month during which transfer is to occur. Verbal transfer requests will be recognized provided written confirmation is received by the first day of the month during which ownership transfer is requested.
- C. Any party involved in an intrasystem transfer hereunder shall be subject to any and all applicable provisions or requirements contained in this Rules and Regulations Tariff and supplements hereto.

Rule 22 Liability Fund

In addition to transportation charges and all other lawful charges accruing on crude petroleum tendered for shipment, a per barrel charge will be assessed and collected in the amount of the tax, fee, or other charge levied against Carrier in connection with such crude petroleum, pursuant to any Federal, State or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such crude petroleum within their jurisdiction for the purpose of creating a fund for the prevention, containment, clean up and removal of spills and the reimbursement of persons sustaining loss therefrom. In the event a fee is assessed, Carrier and Shipper will agree that this collection will be reflected in a revised tariff rate.

Rule 23 Line Fill and Tank Bottom Inventory

Either prior to or after the acceptance of Crude Petroleum for transportation, Carrier will require each Shipper to provide a pro rata part of the volume of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for efficient operation. Crude Petroleum provided by a Shipper for this purpose may be withdrawn after 60-day advanced written notice of Shipper's intention to discontinue shipment in the system pursuant to Carrier's applicable tariff or tariffs. Linefill and tank inventory will be delivered for Shippers account at the terminus of the system at Nederland at the applicable tariff rate. Carrier may require advance payment of final transportation charges and settlement of any unpaid accounts receivable, before final delivery will be made.

In the event a Shipper's inventory balance drops below its pro rata part of the volume of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the system, then Carrier will require such Shipper to provide the necessary volume to meet its pro rata part of such volume of Crude Petroleum

In the event that Shipper maintains an inventory balance after Shipper ceases movements on the system or Shipper gives written notice of its intent to cease movements over the system and such Shipper is unable to schedule appropriate shipments to clear the inactive inventory balance, Shipper will be required to settle the inactive inventory balance through Carrier. In the event no such Shipper notice is given, then Carrier may require either an adjustment in Shipper's inventory balance in accordance with the Line Fill and Tank Bottom Inventory provision or settlement of the Shipper's inventory balance at any time after Shipper has ceased making movements over the system for a period of six months. Such settlement will be based upon the fair market value of the Crude Petroleum, as published by Platts, at the time Shipper informs Carrier in writing of its intention to discontinue shipments on the system pursuant to

Carrier's applicable tariff or tariffs or if no such written notice is given, then at such time as Carrier calls for the settlement of the Shipper's inventory balance.

TABLE OF RATES
Rate in Cents per Barrel of 42 United States Gallons

Shipper Classification	Origin	Destination^(a)	Rate^(b)
Uncommitted Shipper Non-Priority Service	Energy Transfer's Corsicana Station – Navarro County, Texas	Energy Transfer's Nederland Terminal, Jefferson County, Texas	[I] 230.48

NOTES

- (a) Permian Express Partners LLC does not own any storage facilities at Corsicana or at Nederland. Shippers will need to make the applicable arrangements with the Terminal owners.
- (b) All shippers shall pay a transfer fee of \$0.06 per barrel for transfers from Energy Transfer's facilities to Permian Express Partners LLC's facilities.

Explanation of Reference Marks and Abbreviations

[C] Canceled

[I] Increased

API means American Petroleum Institute

ASTM means American Society for Testing Materials.

IP means Institute of Petroleum (Great Britain).