

O.C.C. No. 2.0.0
(Cancels O.C.C. No. 1.1.0
Crude Petroleum)

Enable Oklahoma Crude Services, LLC (EOCS)

[C] (Formerly Velocity Central Oklahoma Pipeline, LLC)

CONTAINING RULES AND REGULATIONS
GOVERNING THE INTRASTATE GATHERING AND TRANSPORTATION AND
HANDLING OF
CRUDE PETROLEUM
ON THE SCOOP CRUDE PETROLEUM GATHERING AND TRANSPORTATION SYSTEM

The rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such reference shall include supplements hereto and reissues hereof. Specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein.

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ITEM 5 DEFINITIONS

As used in this tariff, the following meanings are applicable:

- a. "Affiliate" as used herein means any entity that is under direct or indirect common control, or directly or indirectly (i) controls a Shipper; (ii) is controlled by another Shipper; (iii) is controlled by the same entity that controls a Shipper; or (iv) is controlled by and through one or more intermediaries that controls another Shipper. For the purposes of this definition the term "control" and "controlled by" shall mean the use of shared mailing or business addresses; the use of shared business telephone numbers; the use of common bank account(s) with regards to the payment of transportation charges; substantially the same management or general partner; one Shipper directing or conducting business on behalf of another Shipper as it relates to tendering and accepting quantities of Crude Petroleum; the power to direct or cause the direction of the management or any other means, either directly or indirectly, that results in control in fact, but notwithstanding the foregoing includes with respect to the control of or by a corporation the ownership of shares or equity interests carrying not less than 10% of the voting rights regardless of whether such ownership occurs directly or indirectly.
- b. "Barrel" as herein used means forty-two (42) United States gallons at sixty (60) degrees Fahrenheit and zero (0) gauge pressure if the vapor pressure of the crude oil is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the crude oil is above atmospheric pressure.
- c. "Carrier" as herein used means Enable Oklahoma Crude Services, LLC.
- d. "Committed Agreement" as herein used means an Agreement between Carrier and a Shipper whereby such Shipper has made commitments or dedications of acreage or commercial AMI (area of mutual interest) that qualifies such Shipper for the Contract Rates set forth herein.
- e. "Common Line" means that portion of Carrier's pipeline system consisting of the main trunk line and related facilities, which receives Crude Petroleum from the Gathering Lines and terminates at the connection(s) with the downstream pipeline(s) and/or storage facility(ies).
- f. "Common Stream" as herein used means Crude Petroleum moved through Carrier's pipeline and associated facilities which is commingled or intermixed with other Crude Petroleum in said pipeline or facilities. Carrier's common streams and the characteristics of each are set forth in Item 51 and 5m.
- g. "Crude Petroleum" as herein used means (i) the direct liquid hydrocarbon production, including condensate, from oil wells that remains liquid at atmospheric pressure after passing through surface separating facilities, (ii) liquid hydrocarbons removed from gas well production (associated or unassociated) by mechanical separators, without the use of refrigeration or expansion process, or (iii) Natural Gasoline, if accepted in the common stream under the provisions of Item 20. The Crude Petroleum stream should have an API gravity greater than 35 API, less than 50 API, and should not exceed 48 API for the composite stream.
- h. "Gathering Line" means that portion of Carrier's pipeline system consisting of gathering lines and related facilities which originate at points of interconnect with producers or other suppliers located at or near production tank batteries or other sources of Crude Petroleum and terminate at the connections between such lines and the Common Line.
- i. "Gathered Receipts" as herein used means Crude Petroleum received by Carrier into its pipeline or associated facilities subject to a gathering tariff or gathering charge and Crude Petroleum received at a truck point.

- j. "Natural Gasoline" as herein used means a liquid product separated above atmospheric pressure in natural gas processing plants or gas recycling plants.
- k. "Natural Gas Liquids" as herein used means hydrocarbons recovered in natural gas processing plants or gas recycling plants, consisting of ethane, propane, butane, and isobutane, either separately or mixed together with Natural Gasoline and which may be partially or fully fractionated products.
- l. "Shipper" as herein used means the party who contracts with Carrier for transportation of Crude Petroleum and under the terms and conditions of this tariff.
- m. "Sour Crude Oil" as herein used means Crude Petroleum with a sulfur content greater than 0.4% (by weight), as determined by Test Method ASTM D-1552 or D-129.
- n. "Sweet Crude Oil" as herein used means Crude Petroleum with a sulfur content of 0.4% (by weight) or less, as determined by Test Method ASTM D-1552 or D-129.
- o. "Tender" as herein used means an offer by a Shipper to Carrier of a stated quantity of Crude Petroleum for transportation from a specified origin or origins to a specified destination in accordance with these rules and regulations.
- p. "Terminal" means that portion of Carrier's pipeline systems consisting of storage tanks and related facilities that is the point of interconnect between the Gathering Lines and the Common Line.
- q. "Transferee" as used herein means the entity accepting volumes pursuant to an intrasystem transfer of title to Crude Petroleum as described in Item No. 110 to these rules and regulations, INTRASYSTEM TRANSFERS.
- r. "Transferor" as used herein means the entity transferring volumes pursuant to an intrasystem transfer of title to Crude Petroleum as described in Item No. 110 to these rules and regulations, INTRASYSTEM TRANSFERS.

ITEM 10 COMMODITY

The Carrier will transport Crude Petroleum as defined in Item 5, exclusively and will not accept and other commodity for transportation except in accordance with Item 15.

ITEM 15 MIXTURES

The Carrier will accept receipts of Natural Gas Liquids or Natural Gasoline, if not accepted in the Common Stream under the provisions of Item 20, for segregated transportation only under such terms and conditions as the Shipper and Carrier may agree. The Shipper shall furnish or cause to be furnished quantitative data on each component of such mixture on each run ticket.

ITEM 20 SPECIFICATION AS TO QUALITY RECEIVED

- a. Carrier will establish by notification to each Shipper and connecting carrier for each segment of Carrier's pipeline system the initial quality requirements and Sweet Crude Oil and Sour Crude Oil parameters for Common Stream receipts purposes. Shippers and connecting carriers shall be notified of any segment changes in the quality requirements or Sweet Crude Oil and Sour Crude Oil parameters not less than 45 days prior to their effective date.
- b. Carrier may refuse to accept for transportation or require batched movement outside the Common Stream of any material tendered for transportation which is not Crude Petroleum as defined in Item 5 and which otherwise does not meet the quality requirements as set forth in this Item 20 or which in

Carrier's opinion differs materially in character from Crude Petroleum being transported by Carrier. Batched transportation shall be under such terms and conditions as Carrier and Shipper shall agree.

- c. Carrier reserves the right to reject all Tenders or any part thereof, when in the Carrier's sole determination the following conditions exist: (1) the vapor pressure of the Crude Petroleum tendered exceeds 9.0 psi, as determined by ASTM D6377, (2) the Reid vapor pressure of the Crude Petroleum tendered results in Carrier's noncompliance with federal state, or local requirements; (3) the gravity of the material tendered is less than thirty-five (35) degrees API gravity or greater than sixty-three (63) degrees API gravity at sixty (60) degrees Fahrenheit (this exception shall not apply when material is received into Carrier's pipeline system from direct connections to oil and gas leases); (4) the material contains total basic or foreign sediment and water (S&W) exceeding one percent (1%) by volume, or on an individual basis, water exceeding seven tenths of one percent (0.7%) or basic or foreign sediment exceeding three tenths of one percent (0.3%) by volume; (5) the surface of settled sediment and water (S&W) bottoms in the tank from which the delivery is to be made is less than four inches (4") below the bottom of the tank's pipeline connection to Carrier's facilities; (6) the incrustation on internal surfaces of the tank from which the delivery is to be made into the facilities of Carrier is excessive in opinion of Carrier; (7) the iron content of the material exceeds 75ppm (whole crude) as tested by EPA method 3040; (8) the lead content of the material exceeds .05ppm (naphtha cut) as tested by EPA method 3040; (9) the organic chlorides in the material exceeds 1ppm (whole crude) as tested by Microcoulometry of Sodium Biphenyl methods; (10) the material is Sour Crude Oil; (11) the material contains trace metals, chemicals, salts, refinery or chemical plant process or by-product materials in excess of the expected limits of the surrounding producing field or any other material that may adversely affect the refining process as determined by Carrier. No material will be accepted for shipment under this tariff unless its gravity, viscosity and other properties make it readily susceptible to movement through Carrier's facilities and will not adversely affect the quality of material from other shippers or otherwise cause disadvantage to other shippers and/or Carrier. These specifications shall apply to each barrel of material delivered to Carrier for shipment and not be limited to the composite sample of the entire Tender.
- d. Carrier shall not be required to accept Crude Petroleum that does not meet the definition of Gathered Receipts or Common Stream receipts. Carrier may, however, in its sole discretion accept Gathered Receipts or Common Streams in individual batches for transportation in accordance with the provisions of Items 25b and 45b hereof.
- e. Carrier shall have the right, in its sole discretion, to exercise any remedy at law or equity available to it in the event it is delivered material for transportation which does not conform to these Rules and Regulations. Such remedies shall include, but not be limited to, the right to return, divert, sell or otherwise dispose such nonconforming material without notice or liability to Shipper. Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in exercising its rights under this provision.
- f. Carrier shall have the right to sample and test all material tendered by any Shipper for transportation on its pipeline systems. If such material so tested does not meet the quality specifications set forth in this Item 20 or otherwise meet the requirements of these Rules and Regulations, Carrier shall have the right to (1) require the Shipper, at Shipper's expense and prior to all future deliveries, to test all material at a laboratory approved by Carrier, and (2) reject and suspend the acceptance of all future deliveries from Shipper, or (3) disconnect Shipper's facilities to Carrier's pipeline and permanently refuse to accept all future deliveries from Shipper.
- g. For further clarity, Carrier shall have the right to choose any of the following three courses of action if Shipper tenders material that does not meet the quality specifications set forth in this Item 20 or

elsewhere in this tariff: (1) Refuse to accept the material for transportation (Item 20b, Item 20c, Item 20d, Item 20f; or, (2) Accept the material in a segregated batch for transportation with other material of like quality (Item 20b, Item 20d, Item 25b); or, (3) Accept the material into the Common Stream at the origin point and return material of like quality out of common stock at the destination point (Item 20e, Item 25d).

- h. No Crude Petroleum will be accepted for transportation by the Carrier except for merchantable Crude Petroleum that will not materially affect the quality of other shipments or cause disadvantage to other Shippers and/or the Carrier.

ITEM 25 SHIPMENTS, MAINTENANCE OF IDENTIY

- a. Where it is not feasible to segregate or batch particular Crude Petroleum or particular mixtures of material through specific line sections of Carrier's pipeline without increasing investment or operating costs, the Carrier will handle only one Common Stream of traffic through such sections.
- b. Where feasible to segregate particular Crude Petroleum or mixtures through specific line sections of Carrier's pipeline system without increasing investment or operating costs, Carrier will endeavor to handle segregated streams of mixtures or Crude Petroleum through such sections. Carrier shall not be required to increase the number of such segregated streams if an added stream would require an increase in investment by Carrier or increase operating costs.
- c. Material shall be accepted for transportation only on the condition that it shall be subject to such changes in gravity or quality as may result from its mixture in transit with other Crude Petroleum in the pipelines or tanks of this, or any connecting pipeline company, or companies.
- d. Carrier shall be under no obligation to make delivery of the identical Crude Petroleum received from the Shipper but may make deliveries from common stock or from Carrier's pipeline Common Stream.
- e. Carrier shall have no responsibility in, nor for, any revaluations settlements deemed appropriate by Shippers and its consignees because of mixing of component parts of Crude Petroleum streams between the receipt and delivery of such streams by Carrier.

ITEM 30 MINIMUM TENDER

- a. Tenders of Crude Petroleum to Carrier's trunk line for the transportation from any one Shipper to any one destination will be accepted under this tariff in quantities of not less than ten thousand (10,000) Barrels from connecting pipeline carriers or six thousand (6,000) Barrels from Truck Terminals, or such other minimum quantity as Shipper and Carrier may mutually agree. Material so tendered to the Carrier will be received as currently available providing the total within a thirty (30) day period is not less than minimum volumes set forth above. The Carrier will not be obligated to forward Material so tendered until it has received from one or more Shippers - to be delivered to single destination in a common batch - a quantity aggregating not less than twenty-five thousand (25,000) Barrels or such quantity as Shipper and Carrier may mutually agree, of the same quality, or of different qualities to be commingled - provided that the Shippers agree to said commingling.
- b. Where volumes tendered for transportation need to be determined by hand gauge, such tenders shall be on terms and conditions (including additional fees and loss allowances) as determined by Carrier.
- c. Any Shipper desiring to tender Crude Petroleum for transportation shall make a nomination to the Carrier before 12:00 noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the twenty-fifth (25th) of the month preceding the movement. When the twenty-fifth (25th) of the month falls on a weekend, nominations will be required prior to 12:00 noon Central

Standard Time/Central Daylight Saving Time, whichever is applicable, on the preceding workday. When the twenty-fifth (25th) of the month falls on a holiday, nominations will be required prior to 12:00 **NOON** Central Standard Time/Central Daylight Saving Time, whichever is applicable, two (2) workdays prior to the holiday. The Nomination may be e-mailed or faxed. Unless such notification is made, the Carrier will be under no obligation to accept Crude Petroleum for transportation.

ITEM 35 TITLE

Carrier shall have the right to reject any Crude Petroleum tendered for transportation which may be involved in litigation, the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and Carrier may require satisfactory evidence of Shipper's perfect and unencumbered title or satisfactory indemnity bond to protect Carrier. By tendering Crude Petroleum for transportation, Shipper warrants and guarantees that he has good title thereto and agrees to hold Carrier harmless from any and all loss, cost, liability, damage and/or expense resulting from the failure of title; provided, that acceptance for transportation by Carrier shall not be deemed acceptance of condition of title.

ITEM 40 GAUGING, TESTING, AND VOLUME CORRECTIONS

- a. All material accepted at custody transfer points or otherwise gathered into Carrier's facilities shall be tested for basic sediment and water and gauged or metered by Carrier's representative. Shipper or Producer shall have the right to witness such tests and measurements to include the right to witness all proving of meters used in such measurement. Carrier reserves the right to test and measure and/or witness the testing and measurement of all deliveries from its facilities.
- b. Where measurement is determined by tank gauge, such measurement shall be based upon tanks strapped and tables compiled in accordance with Chapter 2, "Tank Calibration", American Petroleum Institute Manual of Petroleum Measurement Standards, Latest Edition, indicating one hundred percent (100%) full capacity. Volume measurements by temperature compensated meters shall be further corrected for meter and pressure in accordance with the American Petroleum Institute Manual of Petroleum Liquid Hydrocarbons by Pipeline Displacement Meters or Coriolis Meters. After the meter factor is applied for non-temperature compensated meters, the correction for temperature will be made as outlined in the connection agreement per Item 105.
- c. Where the tank or meter of the Shipper is used for volume determination for deliveries into or from Carrier's facilities, Carrier reserves the right to require restrapping or check-strapping of any such tank, the recalculation of any tank table utilized by Shipper in relation to any such tank, and the proving or check-proving of any such meter.
- d. Carrier shall deduct the actual amount of suspended basic sediment, water and other impurities (S&W) as ascertained by centrifuge or other tests agreed upon.
- e. The net calculated quantity at sixty (60) degrees Fahrenheit less sediment and water and other impurities (S&W) volume percentage shall be the quantity received or delivered by Carrier.
- f. All Material tendered for shipment at forty-eight (48) degrees AP.I. gravity at sixty (60) degrees Fahrenheit or above shall be subject to a volume shrinkage deduction as set forth below:

<u>A.P.I. Gravity</u>	<u>% Deduction</u>
48.0 degrees through 59.9 degrees	1%
60.0 degrees through 64.9 degrees	3%
65.0 degrees through 79.9 degrees	6%
80.0 degrees and above	20%

Carrier intends that the above volume shrinkage deductions are solely for the management of the common stream quality and to prevent downstream pipeline(s) from penalizing the entire common stream due to portions of the common stream exceeding 48.0 degrees gravity AP.I. as set forth in the current version of the applicable tariff for the downstream pipeline(s). Carrier will waive the foregoing deductions any time Shipper's monthly composite gravity is below 48.0 degrees AP.I., even if certain of its deliveries of Crude Petroleum at receipt points on the System are 48.0 degrees API or above. Notwithstanding the preceding potential waivers, all Crude Petroleum delivered by Shipper must otherwise meet all the specifications set forth herein, including the RVP specification set in Item 40g below.

- g. Carrier will not accept for shipment any material with vapor pressure in excess of 9.0 psi, RVP vapor, as determined by ASTM D6377.
- h. Except for arithmetic errors, all measurement and testing by Carrier shall be conclusive if a representative of the Shipper or its Consignee was not present during such measuring and testing.
- i. Two-tenths of one percent (0.2 of 1%) will be deducted from all Crude Petroleum received for transportation at point of origin and retained by Carrier to cover losses due to shrinkage and evaporation incident to pipeline gathering and transportation, and the net balance with the quantity deliverable to consignee.

ITEM 45 FACILITIES REQUIRED AT ORIGIN AND DESTINATION; STORAGE

- a. Carrier shall accept Crude Petroleum for transportation only when the Shipper or its consignee has provided acceptance and delivery facilities satisfactory to originating and delivering Carriers.
- b. Carrier will provide no receipt or delivery storage facilities other than are necessary for the safe and efficient operation of its pipeline system.
- c. Storage at the Terminal necessarily incident to transportation and only such storage will be provided by Carrier.

ITEM 50 ORIGIN FACILITIES REQUIRED FOR AUTOMATIC CUSTODY TRANSFER

- a. Shipper (or its consignor) shall furnish or cause to be furnished automatic measuring and sampling facilities for deliveries where deliveries are made to Carrier through automatic custody transfer (ACT) facilities (in lieu of tankage). Carrier shall have no duty to accept for transportation any material under this tariff from such facility until Carrier and Shipper (or its consignor) have entered into a Connection Agreement (per Item 105) concerning the design, construction, and calibration of such facilities.
- b. Where custody transfer is made by automatic custody transfer facility the Shipper or its consignee shall furnish such pumping service as is required to ensure that the material being delivered through said facility is at a pressure in excess of the true vapor pressure of the material being delivered.
- c. Where Carrier and Shipper agree, for an additional charge, Carrier will furnish the required automatic measuring and sampling facilities and the pumping.
- d. Carrier may discontinue automatic metering of receipts from any field tank battery where basic sediment and water content of a proportional sample from the battery exceeds the limit set forth in Item No. 20c(4).

- e. Whenever there is substantial physical evidence of meter malfunction in an automatic measuring and sampling facility, the parties involved in the custody transfer shall negotiate an appropriate adjustment based upon the most accurate information available. Comparison of tank gauge volumes against meter measurements unsupported by other indications shall not suffice as evidence of meter malfunction.
- f. Carrier may require material handled through tankage open to the atmosphere be weathered 24 hours before accepting delivery.

ITEM 55 APPLICATION OF RATES AND CHARGES

Material accepted for transportation shall be subject to the rates and charges in effect on the date of its receipt by Carrier.

ITEM 60 NOTICE OF ARRIVAL, DELIVERY AT DESTINATION

- a. Carrier shall be obligated to deliver at destination the volume of material delivered for transportation less deductions as provided for herein. Carrier shall provide Shipper or consignee twenty-four (24) hours' notice of delivery. Delivery shall be made into tanks or receptacles provided by Shipper or Consignee.
- b. In the event Shipper fails to accept delivery or provide adequate facilities or receptacles for receipt of delivery, or after due notice of delivery, Carrier in good faith believes Shipper may refuse to accept delivery or provide adequate tanks or receptacles for such delivery. Carrier will take such actions as it deems appropriate to clear its facilities of Shipper's material, including, but not limited to its storage, diversion to alternate locations or sale at private sale. In such event, Shipper shall be liable for all costs related to such storage, diversion or sale. In the event of sale, Carrier shall be entitled to pass clear title to the material sold to any buyer (including an affiliate of Carrier) and to pay itself all transportation and other costs and expenses of sale and the expenses of caring for and maintaining the material until sold. After such deductions, the balance shall be paid to whomever may be lawfully entitled thereto.

ITEM 65 APPORTIONMENT WHEN TENDERS ARE IN EXCESS OF FACILITIES

- a. When there shall be nominated to Carrier, for transportation, more Crude Petroleum than can be immediately transported on a line segment, the transportation furnished by Carrier shall be apportioned among Shippers as provided for herein. Line segments will be prorated separately if necessary.
- b. Space in each segment will be allocated- among "Firm Shippers", "Regular Shippers" and any "New Shippers" as follows:
 - 1. The capacity of the line segment being prorated shall first be allocated to Firm Shippers in proportion of their contracted Firm Capacity. Any capacity in a line segment remaining after such allocation to Firm Shippers is referred to as "remaining available line segment capacity."
 - 2. The remaining available line segment capacity of the line segment being prorated shall be divided by the total of all volumes nominated by Regular Shippers and New Shippers. The resultant fraction will be the "proration factor".
 - 3. New Shippers shall be allocated up to a total of five percent of the remaining available line segment capacity. Each New Shipper shall be allocated space equal to its nominated volumes multiplied by the proration factor, and each Regular Shipper shall be allocated in proportion to their base period shipments.
- c. The "base period" is a period of 12 months beginning 13 months prior to the month of allocation and excluding the month preceding the month of allocation, except that a New Shipper must ship on a particular line segment for twelve (12) consecutive calendar months before it will become eligible to

be classified as a Regular Shipper on such line segment. A "Firm Shipper" is any Shipper that has entered into a Committed Agreement with Carrier. A "Regular Shipper" is any Shipper (other than a Firm Shipper) having a record of movements in the line segment being prorated, during the base period. A "New Shipper" is a Shipper who is not a Firm Shipper or a Regular Shipper. "Firm Capacity" is the line segment capacity contracted for by a Firm Shipper with Carrier. In no event will any portion of allocated capacity to a New Shipper be used in such a manner what it will increase the allocated capacity of another Shipper beyond the allocated capacity that Shipper is entitled to under the provisions stated in this Item No. 65. Carrier may require written assurances from responsible officials of Shippers regarding use of allocated capacity stating that this requirement has not been violated. In the event any New Shipper shall, by any device, scheme or arrangement whatsoever, make its allocated capacity available to another Shipper, or in the event any Shipper shall receive and use any allocated capacity from a New Shipper, then, in the month following discovery of such violation, the allocated capacity of a New Shipper will be reduced to the extent of the excess capacity made available and the allocated capacity of a Shipper will be reduced to the extent of excess capacity used.

- d. No Nominations shall be considered beyond the amount that the nominating party has readily accessible for shipment. If a Shipper (other than a Firm Shipper) is unable to tender Crude Petroleum equal to the space allocated to it, Carrier will reduce that Shipper's volumes for the succeeding month by the amount of allocated throughput not utilized during the preceding month if apportionment is necessary.

ITEM 66 REQUIRED SHIPPER INFORMATION

- a. At any time, upon written request of the Carrier, on a non-discriminatory basis, any prospective or existing Shipper shall provide to the Carrier information that will enable the Carrier to enforce the terms of this tariff. Such information may include, but is not limited to, the names of any Affiliates of the Shipper or prospective Shipper, the legal business name of the shipper or prospective Shipper and the registered business address of the Shipper or prospective Shipper.
- b. The Carrier shall not be obliged to accept Crude Petroleum for transportation from an existing or prospective Shipper if the Shipper or prospective Shipper fails to provide to the Carrier any information requested in accordance with Item No. 66a within ten (10) days of the Carrier's written request, or if the Carrier reasonably determines that any of the information provided pursuant to Item 66a is false.

ITEM 70 PAYMENT OF TRANSPORTATION AND OTHER CHARGES

- a. All charges under this tariff shall be due upon delivery of the material for transportation to Carrier, with the measurement of the Volumes of Crude Petroleum adjusted to sixty degrees Fahrenheit (60°F), except that Gathering Line charges will be assessed on all volumes received into Carrier's pipeline system at the applicable points of receipt. All charges shall be paid by Shipper within ten (10) days from the date of invoice from Carrier. All charges that remain unpaid for more than ten (10) days from the date of Carrier's invoice shall accrue an interest charge of the lesser of (i) eighteen percent (18%) per annum, or (ii) the maximum non-usurious interest rate that may then be charged under applicable law. Carrier may, prior to acceptance of delivery, require guaranty of payment from any Shipper.
- b. Carrier shall have a lien on all Crude Petroleum delivered for shipment and may withhold such material from delivery from its facilities until all unpaid current and earlier charges due Carrier have been paid. If charges due Carrier remain unpaid five (5) days after notice and demand therefore, Carrier, or its representatives, may sell such material in accordance with Item No. 60b.

ITEM 75 LIABILITY OF CARRIER

Carrier shall not be liable for any loss, damage or delay caused by fire, explosion, spontaneous combustion, storm, flood, epidemics, acts of God and nature, riots, war, sabotage, strikes, the authority of law, or acts of default of the Shipper or Consignee while the material tendered for transportation is in Carrier's

possession. Carrier shall not be liable for any loss or damage, including ordinary, consequential or exemplary damages, resulting from Carrier's negligence (including its sole negligence) except losses resulting directly from its gross negligence. Where loss (except loss resulting directly from Carrier's gross negligence) occurs in a tank or batch containing material which is the property of more than one Shipper, each shipper shall bear the loss as his total volume relates to the total volume in said tank or batch.

ITEM 80 CLAIMS, SUITS, AND TIME FOR FILING

- a. As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine (9) months after a reasonable time for delivery has elapsed; and suits arising out of such claims shall be instituted against the Carrier only within two (2) years from the day that notice was given in writing to Carrier.
- b. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provision, Carrier will not be liable and such claims will not be paid.

ITEM 85 DUTY OF CARRIER

Carrier shall not be required to transport any Crude Petroleum except with reasonable diligence, considering the quantity of the material, the distance of transportation, and the safety of operation and other material factors.

ITEM 90 APPLICATION OF RATES FROM UNNAMED ORIGINS

Pending the issue of or destination of new rates from or to any new points of origin or destination that may be established along the lines of Carrier, the following rule will govern: From any origin not named in this tariff, to a named destination, the rate published from the next more distant origin point named herein shall apply. To any destination, the rate published to the next more distant destination point named herein shall apply.

ITEM 95 DIVERSION AND RECONSIGNMENT

Subject to Item No. 30, change in destination, routing or consignee will be permitted without additional charge, upon written request from the consignor or consignee, provided an applicable tariff is in effect for any requested destination or routing, and provided no backhaul is required.

ITEM 100 LINE FILL AND TANK BOTTOM INVENTORY REQUIREMENTS

Carrier will require each Shipper to supply a pro rata share of linefill necessary for pipeline and tankage fill to ensure efficient operation of Carrier's pipeline system prior to delivery. Material provided by Shippers for this purpose may be withdrawn only after: (1) shipments have ceased and Shippers have notified Carrier in writing to discontinue shipments in Carrier's system, and (2) Shipper balances have been reconciled between Shippers and Carrier. Carrier, at its discretion, may require advance payment of transportation charges on the volumes to be cleared from its system, and the payment of any unpaid accounts receivable, before final delivery will be made. Carrier shall have a reasonable period of time from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

ITEM 105 CONNECTION AGREEMENTS

Separate connection agreements in accordance with this tariff and these Rules and Regulations covering further details will be required of a Shipper before any duty to transport will arise.

ITEM 110 INTRASYSTEM TRANSFERS

An intrasystem transfer of title to Crude Petroleum may be allowed on Carrier's System for a fee that is the equivalent of the current fee per Barrel of the SCOOP North Pipeline rate charged to the Transferor; provided, however, that no transfer fee shall be assessed to the Transferor if the Transferor pays the transportation and/or other charges to the specified transport point for the barrel and, at the time of

nomination, consigns the barrel to the Transferee at the transfer point. The transfer point must be a location listed in the tariff. The Transferee accepting volumes on an intrasystem transfer shall be responsible for payment of transportation charges of those volumes from the transfer point to destination. Carrier shall not be obligated to recognize any intrasystem transfer and shall incur no liability with respect thereto or for any losses or damages accruing to any party involved in an intrasystem transfer. All intrasystem transfer requests must be submitted in a nomination to Carrier, made in accordance with requirements stipulated in Item No. 30, Minimum Tender, of these Rules and Regulations. In addition, the Transferor and Transferee, upon the request of Carrier and at Carrier's option, shall provide financial assurances to Carrier pursuant to Item No. 70, Payment of Transportation and Other Charges, contained herein.

ITEM 115 COMMITTED AGREEMENTS

Certain terms and conditions of this Tariff as they apply to a Shipper may be altered and amended by a Committed Agreement between Carrier and such Shipper.

EXPLANATION OF ABBREVIATIONS

ASTM	American Society for Testing Materials
PSI	Pounds Per Square Inch
API	American Petroleum Institute
EPA	Environmental Protection Agency

EXPLANATION OF REFERENCE MARKS

[C]	CANCELED
[W]	CHANGE IN WORDING ONLY