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**JUL 28 2016**

**GAS SERVICES DIVISION  
AUSTIN, TEXAS**

**TEXAS RAILROAD COMMISSION TARIFF  
FOR TEXAS INTRASTATE SERVICE  
BETWEEN POINTS ON  
THE BARSTOW GATHERING CRUDE SYSTEM (PERMIT NO. 09261)  
OPERATED BY BRAZOS MIDSTREAM OPERATING, LLC (OPERATOR NO. 089903)  
EFFECTIVE: SEPTEMBER 18, 2015  
FILED WITH THE COMMISSION ON: JULY 28, 2016**

Issued by:

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**TEXAS INTRASTATE SERVICE TARIFF**

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## TEXAS INTRASTATE SERVICE TARIFF

This tariff (“Tariff”) and the rates referenced herein are for intrastate service on the **Barstow Gathering Crude System** (“Carrier”) within the State of Texas to qualifying shippers, subject to the terms, conditions, rules, and regulations (“Rules and Regulations”) set forth below.

### 1. DEFINITIONS; RULES OF CONSTRUCTION

#### 1.1. Definitions.

Terms defined in Attachment 1.1 to this Tariff have the meanings set forth therein.

#### 1.2. Rules of Construction.

Unless the context of this Tariff requires otherwise, the plural includes the singular, the singular includes the plural, and “including” has the inclusive meaning of “including without limitation.” The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms of this Tariff refer to this Tariff as a whole and not exclusively to any particular provision of this Tariff. All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular, or plural, as the identity of the Person or Persons may require. Unless otherwise expressly provided, any Tariff, Rate Schedule, agreement, instrument, or Applicable Law defined or referred to herein means such Tariff, Rate Schedule, agreement, instrument, or Applicable Law as from time to time amended, modified, or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of Applicable Law) by succession of comparable successor law and includes (in the case of Tariffs, Rate Schedules, agreements, or instruments) references to all attachments thereto and instruments incorporated therein.

### 2. SHIPPERS & APPLICABLE RATE SCHEDULES

#### 2.1. Long Term Contractual Shippers.

Subject to other terms and conditions of this Tariff, a Shipper may become a “Long Term Contractual Shipper,” if Shipper enters an intrastate crude oil gathering agreement (“Long Term Contractual Shipper Agreement”) with Carrier for an initial term of at least 15 years that obligates Shipper to deliver its Long Term Contractual Shipper Crude Oil to Carrier’s applicable Receipt Point(s) for transportation to the applicable Delivery Point(s) at the rates set forth in Long Term Contractual Shipper Rate Schedule; provided, however, that the rates may not be changed except as provided by the Long Term Contractual Shipper Agreement during the initial 15 year term.

#### 2.2. Short Term Contractual Shippers.

Subject to other terms and conditions of this Tariff, a Shipper may become a “Short Term Contractual Shipper,” if Shipper enters an intrastate crude oil gathering agreement (“Short Term Contractual Shipper Agreement”) with Carrier for an initial term of 10 years or less that obligates Shipper to deliver its Short Term Contractual Shipper Crude Oil to Carrier’s applicable Receipt Point(s) for transportation to one Delivery Point at the rates set forth in Short Term Contractual Shipper Rate Schedule. Short Term Contractual Shippers will have access to only one Receipt Point on the System, unless the Short Term Contractual Shipper Agreement is amended by mutual agreement.

2.3. Additional Shippers.

Subject to other terms and conditions of this Tariff, a Shipper may become an “Additional Shipper,” if that Shipper enters an “Additional Shipper Agreement” with Carrier to tender its Additional Shipper Crude Oil at Carrier’s applicable Receipt Point(s) for transport to the applicable Delivery Point, subject to System availability and compliance with the other terms and conditions of this Tariff. The applicable rates for any Additional Shippers will be determined, if and when an Additional Shipper requests service under this Tariff and will be set forth in Additional Shipper Rate Schedule.

**3. RULES AND REGULATIONS**

3.1. Nominations.

Crude Oil will be transported by Carrier only under a Nomination accepted by Carrier. Any Shipper desiring to nominate Crude Oil for transportation will make such Nomination to Carrier prior to 5 p.m. Central Standard Time/Central Daylight Saving Time, whichever is applicable, on or before the 25th day of the Month preceding the Month during which transportation under the Nomination is to begin; except that, if space is available for the current movement, Carrier has the right to accept a Nomination of Crude Oil for transportation after the 25th day of the Month preceding the Month during which transportation under the Nomination is to begin. When the 25th day of the Month falls on a weekend or holiday, Nominations will be required prior to 5 p.m. Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the immediately preceding workday. Shippers must submit a separate Nomination for each calendar Month. Each Nomination must state the applicable volume of Shipper’s Crude Oil, the Receipt Points, and the Delivery Point(s), and contain other information reasonably required by Carrier.

3.2. Interruption and Curtailment.

Carrier may stop or reduce transportation service to any Shipper for such periods of time as Carrier may reasonably require to perform or allow any repairs, maintenance, replacement, upgrading or other work related to the Facilities, or upstream/downstream facilities in circumstances that do not constitute Force Majeure. If such a stoppage (“Interruption”) or reduction (“Curtailment”) is due to a planned outage, Carrier will give Shipper prior notice of the Interruption or Curtailment as soon as reasonably possible. If an Interruption or Curtailment is unforeseen, Carrier will give Shipper notice of that Interruption and Curtailment as soon thereafter as reasonably possible.

3.3. Priority and Proration.

If the amount of Crude Oil Nominations properly submitted by all System Shippers exceeds the System’s capacity for a given Month, the capacity available for service during that Month (design capacity less any reduction in capacity because of Interruption and Curtailment or Force Majeure) will be allocated in the following order:

3.3.1. “First Priority Shippers” are Long Term Contractual Shippers. If there is more than one Long Term Contractual Shipper, a Long Term Contractual Shipper that signed its Long Term Contractual Shipper Agreement first will have priority within this category over other Long Term Contractual Shippers that signed their Long Term Contractual Shipper Agreements later in time.

- 3.3.2. “Second Priority Shippers” are Short Term Contractual Shippers. If there is more than one Short Term Contractual Shipper, a Short Term Contractual Shipper that signed its Short Term Contractual Shipper Agreement first will have priority within this category over other Short Term Contractual Shippers that signed their Short Term Contractual Shipper Agreements later in time.
- 3.3.3. “Third Priority Shippers” are Additional Shippers (which do not make firm commitments to ship on the System). If Additional Shippers within this category in the aggregate nominate more Additional Shipper Crude Oil to Carrier than it can transport, any transportation furnished by Carrier will be further prorated among those Shippers in proportion to the amounts nominated by each, based on the remaining available capacity of the System or line segment, as applicable.

No Nominations will be considered beyond the amount that the Shipper requesting the shipment has readily accessible for shipment.

3.4. Identity of Crude Oil.

Crude Oil will be accepted for transportation only on condition that such Crude Oil will be subject to changes in quality and composition while in transit or as may result from unavoidable contamination, and Carrier will not be obligated to make delivery of the identical Crude Oil received for transportation. Carrier may, therefore, make delivery of Crude Oil out of common stocks of Crude Oil on hand at a Delivery Point.

3.5. Invoicing and Payment.

- 3.5.1. On or before the 25<sup>th</sup> Day of the Month (or as soon as thereafter practicable), Carrier will bill Shipper each Month for the applicable Rates for services provided hereunder during the previous Month. Payment will be due within 30 Days of the applicable invoice date.
- 3.5.2. If Shipper disputes in good faith the amount of any invoice or any part thereof, Shipper will (i) specify the disputed amount in writing and provide supporting documentation acceptable in industry practice within 20 Days of the applicable invoice date, and (ii) pay the undisputed amount on or before the due date.
- 3.5.3. Late payments will accrue interest at a per annum rate of interest equal to the lower of (i) Prime Rate or (ii) the maximum legal rate. Invoices falling due on a weekend or holiday need not be paid until the following Business Day and no interest will accrue until after that point.
- 3.5.4. In the event actual measurements of quantities of Shipper’s Crude Oil are unavailable in any Month of service, Carrier may invoice Shipper based on estimated quantities, which will be corrected to actual quantities once such actual quantities are available.
- 3.5.5. All invoices and billings will be conclusively presumed final and accurate and all associated claims for underpayments or overpayments will be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and documentation, within the 24 Month period following the invoice date.

3.6. Indemnity.

CARRIER'S AND SHIPPER'S INDEMNITY OBLIGATIONS ARE SET FORTH IN THE SHIPPER AGREEMENT; PROVIDED THAT, IN ANY EVENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHIPPER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS CARRIER FROM ANY AND ALL LOSSES ARISING FROM OR OUT OF PERSONAL INJURY OR PROPERTY DAMAGE ATTRIBUTABLE TO SHIPPER'S CRUDE OIL WHEN SHIPPER WILL BE DEEMED TO BE IN CONTROL AND POSSESSION OF SHIPPER'S CRUDE OIL. SHIPPER AGREES THAT ITS INDEMNITY OBLIGATIONS WILL BE SUPPORTED BY INSURANCE IF REQUIRED BY THE SHIPPER AGREEMENT AND THAT SUCH INSURANCE WILL NOT BE DEEMED TO BE A CAP ON SHIPPER'S LIABILITY IN RESPECT OF SUCH INDEMNITY OBLIGATIONS.

3.7. Disclaimer of Damages.

CARRIER AND SHIPPER'S LIABILITY OBLIGATIONS ARE SET FORTH IN THE APPLICABLE SHIPPER AGREEMENT; PROVIDED THAT (EXCEPT FOR ANY INDEMNITY OBLIGATIONS FOR CERTAIN THIRD PARTY CLAIMS SPECIFIED IN THE APPLICABLE SHIPPER AGREEMENT) CARRIER'S LIABILITY TO SHIPPER UNDER THIS TARIFF WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED BY SHIPPER. CARRIER WILL NOT BE LIABLE TO SHIPPER OR ITS AFFILIATES FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS (OTHER THAN DIRECT ACTUAL LOST PROFITS), OR OTHER BUSINESS INTERRUPTION OR SIMILAR DAMAGES BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

3.8. Force Majeure.

Except as to payment obligations, neither Carrier nor Shipper will be liable or considered in default when delay or failure of performance is caused by an event of Force Majeure. If either party is rendered unable, wholly or in part, to perform its obligations hereunder due to Force Majeure, then the affected party ("Excused Party") will give prompt notice within 72 hours, either in writing or orally (followed as soon as practicable with written notice), and full particulars of that Force Majeure to the other party, and the obligations of the Excused Party will be suspended for the duration of such inability to perform and such cause will, so far as possible, be remedied with all reasonable dispatch.

3.9. Facilities Loss Allowance.

Each Shipper will be allocated the Facilities Loss Allowance to cover all normal course of business losses sustained on the Facilities due to evaporation, measurement, and other losses in transit. "Facilities Loss Allowance" means 0.20% of the volume of Crude Oil tendered by Shipper at the applicable Receipt Point(s).

3.10. Line Fill.

3.10.1. Each Shipper must provide its pro rata share of Barrels of Crude Oil for Line Fill required for operation of the System as determined by Carrier. Each quarter, Carrier will provide an adjustment for each Shipper's account to properly prorate the quantity of Line Fill among all Shippers on the System and to account for any changes to each Shipper's pro rata share of Barrels of Crude Oil for Line Fill required for operation of the System.

- 3.10.2. Within 30 Days after termination of a Shipper's Agreement (or such other mutually agreed period), Carrier will either (i) redeliver that Shipper's Line Fill (as determined in Section 3.10.1) at the applicable Delivery Point(s) or (ii) purchase that Line Fill based on the market value on the applicable termination date.

**[The remainder of this page is intentionally left blank.  
The next page of this document is Attachment 1.1]**

**ATTACHMENT 1.1**

**DEFINITIONS**

Terms listed in this Attachment 1.1 will have the meanings stated or referenced below.

TERM	DEFINITION
1. Additional Shipper	As defined in Section 2.3.
2. Additional Shipper Agreement	As defined in Section 2.3.
3. Additional Shipper Delivery Point	If and when determined in accordance with Section 2.3, as authorized by the Additional Shipper Rate Schedule.
4. Additional Shipper Rate Schedule	If and when determined in accordance with Section 2.3, Rate Schedule 2.3.0 (and any applicable subsequent revisions).
5. Additional Shipper Receipt Point(s)	If and when determined in accordance with Section 2.3, as authorized by the Additional Shipper Rate Schedule.
6. Affiliate	As to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person, whether by contract, voting power, or otherwise. The word “control” means the right to direct, whether by means of the holding of shares or the possession of voting power, via contract or otherwise, the affairs of such person, firm, or company. Without limiting the foregoing, a Person is deemed to be an Affiliate of another specified Person if such Person owns 50% or of the voting securities of the specified Person, or if the specified Person owns 50% or more of the voting securities of such Person, or if 50% or more of the voting securities of the specified Person and such Person are under common control.
7. API	American Petroleum Institute.
8. API Gravity	Gravity determined in accordance with ASTM Designation D-287-82 (and any applicable subsequent revisions).
9. Applicable Law	All statutes; regulations; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings, or awards; restraints, guidelines, directives, agreements with,



	requirements of, or instructions by any Governmental Authority; general principles of common or civil law; and equity.
10. ASME	American Society of Mechanical Engineers.
11. ASTM	ASTM International (formerly known as the American Society for Testing and Materials) or the applicable successor standards organization.
12. Barrel (“bbl”)	42 United States gallons (each 231 cubic inches) at a temperature of 60 degrees Fahrenheit.
13. BPD	Barrels per Day.
14. Business Day	Any Day other than a Saturday, Sunday or other Day on which banks in the State of Texas are permitted or required to close.
15. Carrier	As defined in the first paragraph.
16. Commission	The Railroad Commission of Texas or any successor agency with jurisdiction.
17. Crude Oil	Naturally occurring, unrefined petroleum product composed of hydrocarbon deposits of varying grades.
18. Curtailment	As defined in Section 3.2.
19. Day	A period beginning at 7:00 a.m. Central Standard Time on a calendar Day and ending 7:00 a.m. Central Standard Time on the following calendar Day
20. Delivery Point(s)	The Long Term Contractual Shipper Delivery Point(s), Short Term Contractual Shipper Delivery Point, and Additional Shipper Delivery Point, to the extent applicable to Shipper.
21. Effective Date	As set forth on the cover page of the Tariff’s cover page.
22. Facilities	Carrier’s facilities constituting the System.
23. Facilities Loss Allowance	As defined in Section 3.9.

24. FERC	Federal Energy Regulatory Commission or its successor agency.
25. First Priority Shipper(s)	As defined in Section 3.3.1.
26. Force Majeure	<p>Any acts of God; strikes, lockouts or other industrial disputes or disturbances; acts of the public enemy, sabotage, wars, blockades; insurrections, riots and other civil disturbances; epidemics; landslides, floods, lightning, earthquakes, fires, tornadoes, hurricanes, or other weather events, and warnings for any of the foregoing which may necessitate the precautionary shut-down of wells, plants, pipelines, gathering systems, loading facilities, refineries, terminals or any portion thereof, or other related facilities; arrests and restraints of governments (either federal, state, civil or military); explosions, breakage or accidents to equipment, machinery, plants or any portion thereof, or lines of pipe, or the unscheduled maintenance, repairs or alterations to any of the foregoing, freezing of lines of pipe, partial or complete failure of wells irrespective of whether such wells or lines are operated by the Parties to this Agreement; unscheduled maintenance of the facilities used by the Parties or their respective Affiliates; constraints on or physical disruption to transportation downstream of the Parties' facilities used herein; inability to secure labor, materials, permits or access rights on reasonable terms after the exercise of reasonable diligence, which are required for a Party's performance hereunder; electric power shortages or outages, or the necessity for compliance with any Applicable Law promulgated after the Effective Date and other causes of a similar nature not reasonably within the control of the Party claiming Force Majeure. "Force Majeure" also includes any event of force majeure occurring with respect to the facilities or services of either Party's Affiliates or service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations hereunder.</p>
27. Governmental Authority	Any court, government (federal, tribal, state, local, or foreign), department, political subdivision, commission, board, bureau, agency, official, or other regulatory, administrative, or governmental authority.
28. Gravity	API Gravity.
29. Interruption	As defined in Section 3.2.

30. Line Fill	The static quantity of Crude Oil needed to occupy the physical space within the Facilities required for Facilities operations.
31. Long Term Contractual Shipper Agreement	As defined in Section 2.1.
32. Long Term Contractual Shipper Crude Oil	All Crude Oil owned or controlled by a Long Term Contractual Shipper and its Affiliates that could be delivered to the applicable Receipt Points, unless otherwise agreed by Carrier in writing.
33. Long Term Contractual Shipper Delivery Point(s)	The Delivery Point(s) as authorized by the Long Term Contractual Shipper Rate Schedule.
34. Long Term Contractual Shipper Rate Schedule	Rate Schedule 2.1.0 (and any applicable subsequent revisions).
35. Long Term Contractual Shipper Receipt Points	The Receipt Points as authorized by the Long Term Contractual Shipper Rate Schedule.
36. Long Term Contractual Shipper(s)	As defined in Section 2.1.
37. Losses	Any actual loss, cost, claim, penalty, liability, damage, demand, suit, sanction, cause of action of every kind of character (including damage to property, personal injury, or death), judgment, lien, encumbrance, fine, or expense, including reasonable attorneys' fees, investigation expenses, and court costs.
38. Month	A period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
39. Nomination	A written offer or tender by a Shipper to Carrier of a stated quantity of Crude Petroleum for transportation from a specified Receipt Points to a specified Delivery Point in accordance with this Tariff.
40. Person	Any individual, corporation, partnership, limited liability company, other business organization of any kind, association, trust, or governmental entity, agency, or instrumentality.

41. Prime Rate	The prime rate on corporate loans at large U.S. money center commercial banks as set forth in the Wall Street Journal "Money Rates" table under the Heading "Prime Rate," or any successor thereto, on the first date of publication for the Month in which payment is due.
42. Rate Schedules	The Long Term Contractual Shipper Rate Schedule, Short Term Contractual Shipper Rate Schedule, and Additional Shipper Rate Schedule, as applicable.
43. Rates	All rates and other fees described in or authorized by this Tariff.
44. Receipt Point(s)	Long Term Contractual Shipper Receipt Points, Short Term Contractual Shipper Receipt Point(s), and Additional Shipper Receipt Point(s), to the extent applicable to Shipper.
45. RRC	The Commission.
46. Rules and Regulations	As defined in the first paragraph.
47. Second Priority Shipper(s)	As defined in Section 3.3.2.
48. Shipper	The Person (and its successors and permitted assignees) that executes a Shipper Agreement and takes service from Carrier in accordance with this Tariff.
49. Shipper Agreement	A Long Term Contractual Shipper Agreement, Short Term Contractual Shipper Agreement, or Additional Shipper Agreement, as applicable.
50. Short Term Contractual Shipper Agreement	As defined in Section 2.2.
51. Short Term Contractual Shipper Crude Oil	All Crude Oil owned or controlled by Short Term Contractual Shipper and its Affiliates that could be delivered to the applicable Receipt Points, unless otherwise agreed by Carrier in writing.
52. Short Term Contractual Shipper Delivery Point.	The single Delivery Point specified in the Short Term Contractual Shipper Rate Schedule.

53.	Short Term Contractual Shipper Rate Schedule	Rate Schedule 2.2.0 (and any applicable subsequent revisions).
54.	Short Term Contractual Shipper Receipt Point(s)	The Receipt Points as authorized by the Short Term Contractual Shipper Rate Schedule.
55.	Short Term Contractual Shipper(s)	As defined in Section 2.2.
56.	System	Carrier's Facilities that are to be used to gather and transport Crude Oil from the Receipt Points to the Delivery Points.
57.	Tariff	As defined in the first paragraph.
58.	Third Party	Any Person other than Carrier, Shipper, or their respective Affiliates.
59.	Third Priority Shipper(s)	As defined in Section 3.3.3.
60.	Year	A period of twelve consecutive Months.