
STATELINE CRUDE, LLC

CONTAINING

RATES

GOVERNING

THE INTERSTATE TRANSPORTATION OF

CRUDE PETROLEUM

BY

PIPELINE

FROM ORIGINS IN

EDDY COUNTY, NEW MEXICO AND REEVES & LOVING COUNTIES, TEXAS

TO DESTINATIONS IN

REEVES & LOVING COUNTIES, TEXAS

Rates herein are governed by Rules and Regulations published in Stateline FERC Tariff No. 1.0.0 or successive issues thereof.

The rates named in this tariff are expressed in dollars per Barrel of 42 U.S. Gallons and are subject to change as provided by law.

The provisions published herein will, if effective, not result in any effect on the quality of the human environment. Rates are filed in compliance with 18 C.F.R. § 342.4(c) Settlement rates and 18 C.F.R. § 342.3 Indexing.

[N] Issued on less than one (1) days' notice under authority of 18 CFR § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.

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LOCAL RATES (RATES UNCHANGED UNLESS OTHERWISE NOTED)		
FROM	TO	RATE IN DOLLARS PER BARREL
Each Tank Battery and/or other point of connection located in Loving County, Texas at which Carrier is physically able to receive Crude Petroleum into Carrier's System. Committed Shipper ^{1., 2., 3., 5.} 20-Year Acreage Dedication > 30,000 Acres Uncommitted Shipper ^{4., 6.}	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR Stateline – Plains Pipeline Interconnection OR Stateline – Oryx Interconnection Loving County, TX	\$1.0378 \$1.0237
Covington Lease Tank Battery Blk 57 T1 Section 46 Reeves County, TX Committed Shipper ^{1., 2., 3} Uncommitted Shipper ⁴	Plains Pipeline 285N Station Reeves County, TX	\$0.4014 \$0.3875
Each Tier I Tank Battery and/or other Tier I point of connection located in Eddy, County, New Mexico at which Carrier is physically able to receive Crude Petroleum into Carrier's System. Committed Shipper ^{1., 2., 3., 5.} 20-Year Acreage Dedication > 30,000 Acres Uncommitted Shipper ^{4., 6.}	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR Stateline – Plains Pipeline Interconnection OR Stateline – Oryx Interconnection Loving County, TX	\$1.0378 \$1.0237
Tier II Steel Horn Battery(ies) and/or Tier II Steel Guitar Battery(ies), Eddy County, New Mexico. Committed Shipper ^{1., 2., 3., 5.} Uncommitted Shipper ^{4., 6.}	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR Stateline – Plains Pipeline Interconnection OR Stateline – Oryx Interconnection Loving County, TX	\$1.3974 \$1.3840

Tarheel Tank Battery(ies) located in Eddy County, New Mexico.	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR	
10-year acreage dedication > 800 Acres	Stateline – Plains Pipeline Interconnection OR	\$0.5909
Volume Commitment > 15,000 Barrels/day	Stateline – Oryx Interconnection	\$0.5909
Uncommitted Shipper ⁴ .	Loving County, TX	\$0.5809
Bold Johnson Tank Battery(ies) located in Loving County, Texas.	Stateline – Andeavor Logistics RIO Pipeline Interconnection OR	
10-year acreage dedication > 5 Wellbores	Stateline – Plains Pipeline Interconnection OR	[I]\$0.8454
Volume Commitment > 10,000 Barrels/day	Stateline – Oryx Interconnection	[I]\$0.8454
Uncommitted Shipper ⁴	Loving County, TX	[I]\$0.8354
PUMPOVER CHARGES		
FROM	TO	PUMPOVER CHARGE IN DOLLARS PER BARREL
Stateline – Andeavor Logistics RIO Pipeline Interconnection	Andeavor Logistics RIO Pipeline Stateline Terminal	\$0.0609

MISCELLANEOUS**Rate Escalation:**

The rates set forth in this Tariff shall be adjusted upward or downward by Carrier on each July 1st to reflect the inflation adjustments promulgated annually by the FERC pursuant to 18 C.F.R. § 342.3(b) or any successor indexing methodology that the FERC may adopt, provided, however, in no event shall the rates for service under a Dedication and Transportation Agreement (including the rates for any Sold Crude Petroleum shipped on Carrier's Pipeline) or a Throughput and Deficiency Agreement, be adjusted downward to be less than the initial rates to be charged Committed Shippers set forth in the initial filing of the initial rate or Tariff. In lieu of the foregoing, and on a not-unduly-discriminatory basis, Carrier may agree in writing with a Committed Shipper that the rate(s) set forth in the initial filing of the Tariff containing such rate(s) shall be escalated at a fixed rate or maximum rate per annum agreed in writing between Carrier and such Committed Shipper.

Notes:

1. "Committed Shipper" means (i) a Shipper that has contracted for transporting a Committed Volume under a Throughput and Deficiency Agreement, or (ii) a Shipper that is subject to, or that is purchasing from a producer that is subject to, a Dedication and Transportation Agreement, with respect to production covered by such Dedication and Transportation Agreement. Crude Petroleum which is subject to a Dedication and Transportation Agreement and which is purchased from a Consignor (also referred to as the "Selling Shipper") and nominated for receipt under a Transportation Services Agreement is referred to herein as "Sold Crude Petroleum".

2. Sold Crude Petroleum. In the event that any Committed Shipper subject to a Dedication and Transportation Agreement ("Selling Shipper") sells to any other Shipper ("Upstream Purchaser") on the Pipeline any Dedicated Crude Petroleum, which is dedicated under a specific Dedication and Transportation Agreement of such Selling Shipper, at or upstream of any of the Receipt Points on the Pipeline and such Upstream Purchaser has such Crude Petroleum shipped on the Pipeline from such Receipt Points to one or more Delivery Point(s) (the "Sold Crude Petroleum") then: (A) Selling Shipper, as to such Sold Crude Petroleum, shall not be in breach of such Dedication and Transportation Agreement for not delivering such Sold Crude Petroleum under such agreement; (B) Selling Shipper shall have no obligations or liabilities under such Dedication and Transportation Agreement with respect to any such Sold Crude Petroleum, including any liabilities or payment obligations with respect to, derived from or attributable to such volumes of Sold Crude Petroleum; and (C) for the purposes of determining the applicable transportation rate charged to any Dedicated Crude Petroleum of such Selling Shipper (which is dedicated under such Dedication and Transportation Agreement) shipped hereunder by any Selling Shipper, all volumes of such Sold Crude Petroleum sold by such Selling Shipper shall be deemed to constitute volumes shipped on the Pipeline by such Selling Shipper.
3. For purposes of determining the applicable transportation rate to be charged under the Tariff for any Sold Crude Petroleum dedicated under a specific Dedication and Transportation Agreement with a specific Selling Shipper purchased by Shipper from such Selling Shipper and shipped in any month on the Pipeline, the following volumes shall be counted to determine total volumes of Crude Petroleum dedicated under such specific Dedication and Transportation Agreement: 1) all volumes of Dedicated Crude Petroleum transported under such Dedication and Transportation Agreement of such Selling Shipper; 2) all volumes of such Sold Crude Petroleum shipped by Shipper on the Pipeline; and 3) all volumes of such Sold Crude Petroleum purchased by any other Shipper(s) from such Selling Shipper and shipped by such Shipper(s) on the Pipeline (the sum being "DTA Monthly Total Volume"). All such Sold Crude Petroleum shipped by Shipper on the Pipeline shall be charged the same volume-based transportation rate as would be applicable to the DTA Monthly Total Volume.
4. "Uncommitted Shipper" means a Shipper that is not a Committed Shipper.
5. In addition to the rate set out above for Committed Shipper(s) that have a 20-Year Acreage Dedication > 30,000 Acres, such Committed Shipper(s) shall be charged a \$0.20 per Barrel capital surcharge for its Crude Petroleum Barrels delivered to any of Carrier's Delivery Points. In accordance with the TSA, Carrier shall file to eliminate this surcharge upon such Committed Shipper(s) having delivered a certain minimum threshold of Barrels on or before the twelve month anniversary of this surcharge, or as otherwise provided in the TSA, to account for the recovery of certain capital expenditures. TSA shall have the meaning set out in the Rules and Regulations published in Stateline FERC No. 1.0.0 or successive issues thereof.
6. In addition to the rate set out above for Uncommitted Shipper(s), such Uncommitted Shipper(s) shall be charged a \$0.20 per Barrel capital surcharge for its Crude Petroleum Barrels delivered to any of Carrier's Delivery Points. When Carrier files to eliminate the surcharge subject to footnote 5, Carrier also shall include in such tariff filing the elimination of the surcharge subject to this footnote.

Explanation of Reference Marks:**[N] New****[W] Change in Wording Only****[I] Increase****[C] Cancel**