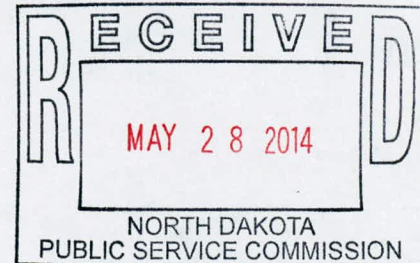


PLAINS

PIPELINE, L.P.

Oil Pipeline Tariff

May 28, 2014



North Dakota Public Service Commission
Attn: Mr. Darrell Nitschke
State Capital
600 East Boulevard
Bismarck, ND 58505-0480

Re: Plains Pipeline, L.P. Tariff Filings

Dear Mr. Nitschke:

Please find attached two copies of the following tariff publications that are being submitted for filing with the North Dakota Public Service Commission to be effective July 1, 2014:

North Dakota No. 2.4.0
North Dakota No. 3.10.0

Please also find enclosed a check for the tariff filing fee.

Please date stamp one copy of this transmittal letter and return it in the self-addressed, postage paid envelope. If you have any questions, please contact me at 713-646-4568.

Respectfully submitted,

Teresa Bratcher
Tariff Manager

PLAINS PIPELINE, L.P.

CONTAINING RULES AND REGULATIONS GOVERNING
GATHERING AND TRANSPORTATION OF CRUDE PETROLEUM BY PIPELINE

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.

EFFECTIVE: JULY 1, 2014

ISSUED BY: **[W]** Mark Gorman
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RULES AND REGULATIONS

Item No. 1 All Marketable Oil To Be Received For Transportation

By the term "marketable oil" is meant any crude petroleum adapted for refining or fuel purposes and not otherwise unacceptable under Item No. 25 hereof. Pipelines shall receive for transportation all such "marketable oil" tendered; but no pipeline shall be required to receive for shipment from any one person an amount exceeding three thousand (3,000) barrels of petroleum in any one day; and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported therefrom by the pipeline, then it shall be transported under such terms as the shipper and the owner of the pipeline may agree or the Commission may require.

Item No. 2 Basic Sediment, How Determined – Temperature

In determining the amount of sediment, water or other impurities, a pipeline is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipeline and the shipper. The same method of ascertaining the amount of the sediment, water or other impurities shall be used in the delivery as in the receipt of oil. A pipeline shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than ninety degrees Fahrenheit (90 deg. F), except that during the summer, oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon delivery at destination that the pipeline has to test before receiving from the shipper.

Item No. 3 "Barrel" Defined

For the purpose of these rules, a "barrel" of crude petroleum is declared to be forty-two (42) gallons of 231 cubic inches per gallon at sixty degrees Fahrenheit (60 deg. F).

Item No. 4 Oil Involved In Litigation, Etc. – Indemnity Against Loss

When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipeline may require of shippers an indemnity bond to protect it against all loss.

Item No. 5 Identity Of Oil, Maintenance Of

A pipeline may deliver to consignee, either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipeline transportation, or it may make delivery from its common stock at destination; provided, if this last be done, the delivery shall be of substantially like kind and market value.

Item No. 6 Minimum Quantity To Be Received

A pipeline shall not be required to receive less than one (1) tank carload of oil when oil is offered for loading into tank cars at destination of the pipeline. When oil is offered for transportation for other than tank car delivery, a pipeline shall not be required to receive less than five hundred (500) barrels.

Item No. 7 Gathering Charges

Tariffs to be filed by a pipeline shall specify separately the charges for gathering of the oil, for transportation, and for delivery. (See amendment to Item No. 26 hereof.)

Item No. 8 Gauging, Testing and Deductions

All crude oil tendered to a pipeline for transportation shall be gauged and tested by a representative of the pipeline prior to its receipt by the pipeline; and the shipper shall at all times have the privilege of being present or represented at the gauging and testing. Quantities shall be computed from correctly compiled tank tables showing one hundred percent (100%) of the full capacity of the tanks, and adjustments shall be made for temperature to the basis of sixty degrees Fahrenheit (60 deg. F) and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540, American Society for Testing Materials 1250, Institute of Petroleum 200, first edition, August 1980. Pipelines may deduct the full percent of basic sediment, water and other impurities as shown by the centrifugal or other tests agreed upon. A further deduction of one-fourth of one percent (.25%) for evaporation and loss during transportation shall be made except where different amounts are specifically set forth in individual tariffs reference this tariff and the net balance shall be the quantity deliverable by the pipeline.

The gauging and testing of oil by the pipeline representative is directed toward and intended to require tank gauge measurement, or other type measuring device when authorized by the commission, of produced crude prior to the transfer of custody to the initial transporter from a producing property. A transfer of custody crude between transporters is subject to measurement as agreed upon by the transporters (See exceptions to this rule in Item No. 23 hereof.)

Item No. 9 Delivery

Each pipeline shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation, and other material elements, but at any time after receipt of a consignment of oil, upon twenty-four (24) hours notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to Section 5 of this rule, at a rate not exceeding ten thousand (10,000) barrels per day of twenty-four (24) hours.

Item No. 10 Unpaid Charges, Lien For And Sale To Cover

A pipeline shall have a lien on all oil to cover charges for transportation, including demurrage, and it may withhold delivery of oil until the charges are paid. If the charges shall remain unpaid for more than five (5) days after notice of readiness to deliver, the pipeline may sell the oil at public auction at the general office of the pipeline on any day not a legal holiday. The date for the sale shall be not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in the city where the general office of the pipeline is located. The notice shall give the time and place of the sale, and the quantity of the oil to be sold. From the proceeds of the sale, the pipeline may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be paid to the person entitled thereto.

Item No. 11 Notice Of Claims

Notice of claims for loss, damage or delay in connection with the shipment of oil must be made in writing to the pipeline within ninety-one (91) days after the damage, loss or delay occurred. If the claim is for failure to make delivery, the claim must be made within ninety-one (91) days after a reasonable time for delivery has elapsed.

Item No. 12 Contracts Of Transportation

When a consignment of oil is accepted, the pipeline shall give the shipper a run ticket, and shall give the shipper a statement that shows the amount of oil received for transportation, the points of origin and destinations, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

Item No. 13 Shipper's Tanks, Etc. – Inspection

When a shipment of oil has been offered for transportation, the pipeline shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by this rule.

Item No. 14 Offers In Excess Of Facilities

If oil is offered to any pipeline for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipeline shall be apportioned among all shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipeline. The pipeline shall be considered as a shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment.

Item No. 15 Fires, Lightning And Leakage, Reports Of Loss From

- (a) Each pipeline shall immediately notify, as required by law, the appropriate authorities by telegraph, telephone, or letter, of each fire that occurs at any oil tank owned or controlled by the pipeline, or of any tank struck by lightning. Each pipeline shall, as requested by law, in like manner, report each break or leak in any of its tanks or pipelines.
- (b) Carrier will not be liable for any loss of crude petroleum herein described, 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 shipment, 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 his 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.

Item No. 16 Definitions

"Crude Petroleum", used herein, means the direct product of oil wells, indirect petroleum products resulting either from refining crude petroleum or from the operation of gasoline recovery plants, gas recycling plants or distillate fields, or a mixture of the direct product and indirect petroleum products.

"Carrier", as used herein, means Plains Pipeline, L.P., and other pipeline companies which may, by proper concurrence, be parties to joint tariffs incorporating these regulations by specific reference.

"A.P.I. Gravity", as used herein, means gravity determined in accordance with American Society of Testing Materials Designation D-287.

Item No. 17 Application Of Rates From And To Intermediate Points

For 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 tariff will apply from such unnamed point, and the gathering charge at the next more distant point shall apply when gathering service is performed. For 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 tariff will apply.

Item No. 18 Shipments Of Indirect Petroleum Products

Indirect petroleum products will be accepted for gathering and/or transportation only on condition that they have been mixed with direct products of oil wells, or on condition that they can be mixed with direct products of oil wells in the tanks or lines of Carrier at the point offered, and provided that both the indirect products and the direct oil well products with which they are so mixed are owned by the same shipper and are consigned to the same destination. Carrier reserves the right to require that all deliveries of indirect petroleum products with a vapor pressure in excess of atmospheric pressure be made from pressurized tanks. The shipper shall provide arrangements whereby such tanks shall be kept under constant pressure during the time liquid is being run from said tanks by charging, from an external source, the vapor space of the tanks with vapors of the same indirect petroleum product being run.

Item No. 19 Specifications As To Quality And Legality Of Shipments

Carrier reserves the right to reject any and all of the following shipments:

- a. Crude petroleum having a vapor pressure in excess of fourteen pounds absolute at a temperature of 100 degrees Fahrenheit/or an A.P.I. gravity in excess of 100.0 degrees or which has an API gravity of less than 34.0 degrees.
- b. Crude petroleum 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.
- c. Crude petroleum received from tanks containing basic sediment, water or other impurities in excess .5% average in suspension above the pipeline connection. Where crude oil is delivered to pipeline through automatic custody transfer measurement facilities, Carrier may require use of a monitor which rejects oil containing in excess of .5% basic sediment and water.

Item No. 20 Application Of Rates

Crude petroleum accepted for gathering and/or transportation shall be subject to the rates in effect on the day of receipt by Carrier, irrespective of the date of the tender.

All charges under this tariff shall be due upon delivery of the material for transportation to Carrier. 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.(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.

Item No. 21 Tenders Required

- a. Crude petroleum for shipment through lines of Carrier will be received only on properly executed tenders from the shipper showing the point at which the crude petroleum is to be received, point of delivery, consignee and amount of crude petroleum transported. Carrier may refuse to accept crude petroleum for transportation unless satisfactory evidence be furnished that the shipper or consignee has made provision for prompt receipt thereof at destination.
- b. Any shipper desiring to tender crude petroleum for transportation shall make such tender to the initial Carrier in writing on or before the twenty-fifth (25) day of the month preceding the month during which the transportation under the tender is to begin; except that, if space is available for current movement, a shipper may tender crude petroleum for transportation after the twenty-fifth (25) day of the month preceding the month during which the transportation under the tender is to begin. 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.

Item No. 22 Unloading Charges

As an unloading charge and in addition to all other applicable gathering and trunk transportation charges, Shipper shall pay [1] 8.85 cents for each barrel of crude petroleum delivered by tank truck into the gathering and truck facilities of Carrier where Shipper supplies the unloading equipment and an amount to be agreed upon between Shipper and Carrier where Carrier supplies the unloading equipment.

Item No. 23 Deductions And Quantities Deliverable

(Exception to Rule 8 hereof)

- a. All shipments of crude petroleum and natural gas products and petroleum products to be mixed therewith of 50.0 degrees A.P.I. Gravity at 60 degrees Fahrenheit or above shall be subject to a deduction to cover the shrinkage resulting from the mixture thereof, in the facilities of EEPLP according to the following table:

A.P.I. GRAVITY	% DEDUCTION
50.0 degrees through 59.9 degrees	1%
60.0 degrees through 74.9 degrees	2%
75.0 degrees through 84.9 degrees	3%
85.0 degrees through 94.9 degrees	4%
95.0 degrees through 100.0 degrees	6%

- b. The quantity deliverable shall be the net volume remaining after adjustment for temperature and deduction for basic sediment, water, other impurities, and losses, provided for in Rule 8 hereof, less the applicable deduction for shrinkage.

Item No. 24 Gathering Charges

(Amendment to Rule 7 hereof)

When gathering service is performed by Carrier, gathering charges will be assessed on the net volume remaining after adjustment for temperature and deduction for basic sediment, water, other impurities, and losses, provided for in Rule 8 hereof, with no deduction being made for shrinkage.

Item No. 25 Common Stream Petroleum – Connecting Carriers

When both receipts from and deliveries to a connecting Carrier of substantially the same grade of petroleum are scheduled at the same interconnection, carrier reserves the right, with cooperation of the connecting Carrier, to offset like volumes of such common stream petroleum in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes. When this right is exercised, Carrier will make the further deliveries for the shipper involved from its common stream petroleum.

Item No. 26 Intrasystem Transfers

Intrasystem transfers will be allowed at a fee of **[U]** two hundred dollars (\$200.00) to be charged to the transferee. The last party accepting volumes on an intrasystem transfer shall be the shipper of record. 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. A transfer request, if recognized, shall be confirmed by fax in writing by both the transferor and the transferee within forty-eight (48) hours after the transfer request. Such transfer request shall indicate the party to which the transfer is to be made, the amount of crude oil/product to be transferred, and its location and grade.

Item No. 27 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.

Explanation of Reference Marks and Abbreviations

A.P.I.	American Petroleum Institute
A.S.T.M.	American Society for Testing Materials
[I]	Increase
[U]	Unchanged rate
[W]	Change in wording only

North Dakota Tariff No. 3.10.0
Cancels North Dakota Tariff No. 3.9.0

PLAINS PIPELINE, L.P.

CONTAINING RATES FOR
THE INTRASTATE GATHERING AND TRANSPORTATION OF

CRUDE PETROLEUM

The rates named in this tariff are for the transportation of Crude Petroleum by pipeline, subject to the rules and regulations published in Plains Pipeline, L.P.'s North Dakota Tariff No. 2, supplements thereto and reissues thereof.

EFFECTIVE: July 1, 2014

ISSUED BY: **[W]** Mark Gorman
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LIST OF POINTS FROM AND TO WHICH RATES APPLY
RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS

SERVICE	FROM	TO	RATE
Gathering System Transportation	Shipper's Tanks Connected to Carrier's Facilities Located in Billings County, N.D.	Tesoro High Plains Pipeline Whitetail Station, Billings County, N.D.	[I] 133.06

Gauging, testing and deduction receipts and deliveries may be made by mutually acceptable automatic custody transfer equipment. The deduction for evaporation and loss during transportation for the movement from Shipper's tanks connected to Carrier's facilities located in Billings County N.D. to Whitetail Station, Billings County, N.D. will be 0.5%.

EXCEPTIONS AND ADDITIONS TO PLAINS PIPELINE, L.P.'S NORTH DAKOTA TARIFF NO. 2, SUPPLEMENTS THERETO OR REISSUES THEREOF:

ITEM NO. 22: In lieu of the provisions stated in Item No. 22, Unloading Charges, of Plains Pipeline, L.P.'s rules and regulations tariff, North Dakota No. 2, supplements thereto or reissues thereof, the following will apply to movements listed herein: In addition to all other applicable charges for movements listed herein, a Truck Unloading and Handling Fee of [I] 14.17 cents per barrel shall apply to all crude petroleum delivered by tank truck into the facilities of Carrier.

EXPLANATION OF REFERENCE MARKS:

- [I] Increase
- [W] Change in wording only