

## **LINE FILL INVENTORY ACCOUNT TRANSFER PROCEDURES**

If at any time a shipper has a line fill inventory account balance showing that shipper has delivered petroleum for line fill purposes into the pipeline system of Tallgrass Pony Express Pipeline, LLC ("PXP") that is greater than its line fill requirement ("Excess Line Fill"), such shipper ("Transferor") may request that all or a portion of its Excess Line Fill inventory account be transferred to the PXP line fill inventory account of another shipper ("Transferee") on PXP.

To request the transfer of Excess Line Fill inventory account ("Line Fill Account Transfer" or "LFAT"), Transferor must submit an LFAT Request Form Agreement to PXP as prescribed herein by emailing it to:

[steven.kelley@tallgrassenergyllp.com](mailto:steven.kelley@tallgrassenergyllp.com)

Mr. Kelley can be reached at (303) 763-3118 in regard to any LFAT questions.

An LFAT request must include adequate documentation of Transferor's transfer of title ownership of the subject Excess Line Fill petroleum to Transferee, including Transferee's written acceptance of such transfer. LFAT requests will not be approved after the commencement or completion of the return of the subject line fill volumes.

Transferor shall pay PXP a LFAT fee of the greater of two cents (\$0.02) per barrel of Excess Line Fill account inventory that is transferred pursuant to an LFAT or \$100.00.

Transferor and Transferee shall each be responsible for payment of any line-fill return transportation fees applicable to each of them respectively as a contract shipper or an uncommitted shipper in regard to the physical return of their respective line fill inventories at the time of such line fill return.

Upon completion of an LFAT, Transferor shall have no further rights or obligations under PXP's tariff or under any throughput and deficiency agreement that may exist between Transferor and PXP with respect to the petroleum that is the subject of the LFAT, and Transferee shall thereafter have such rights or obligations under PXP's tariff or under any throughput and deficiency agreement that may exist between Transferee and PXP as may be applicable.

**TALLGRASS PONY EXPRESS PIPELINE, LLC**

**LINE FILL ACCOUNT TRANSFER REQUEST AGREEMENT (“Agreement”)**

Date of Request: \_\_\_\_\_

1. Transferor:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

2. Transferee:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

3. Transferor represents that it is a shipper on the pipeline system of Tallgrass Pony Express Pipeline, LLC (“PXP”) and that it has a line fill inventory account balance showing that Transferor has delivered petroleum for line fill purposes to PXP that is greater than its current line fill requirement (“Excess Line Fill”). Transferor hereby requests that all or a portion of its Excess Line Fill inventory account be transferred to the PXP line fill inventory account of Transferee, which is a shipper on PXP.
4. Transferor’s Excess Line Fill inventory account volume to be transferred to Transferee’s Line Fill inventory account: \_\_\_\_\_ Grade: \_\_\_\_\_
5. Requested effective date of transfer: \_\_\_\_\_
6. Transferor agrees to pay PXP a Line Fill Account Transfer fee of the greater of two cents (\$0.02) per barrel of Excess Line Fill inventory account volume that is transferred to Transferee or \$100.00 pursuant to this Agreement.
7. Attached hereto is documentation of Transferor’s transfer of title ownership of the subject Excess Line Fill petroleum to Transferee, including Transferee’s written acceptance of such transfer.
8. No Line Fill Account Transfer will be made after the commencement (or completion) of the return of the subject line fill volumes to Transferor.
9. Transferor and Transferee shall each be responsible for payment of any line-fill return transportation fees applicable to each of them respectively as a contract shipper or an uncommitted shipper on PXP in regard to the physical return of their respective line fill inventories at the time of such line fill return.
10. Upon completion of the requested Line Fill Account Transfer, Transferor shall have no further rights or obligations under PXP’s tariff or under any throughput and deficiency agreement that may exist between Transferor and PXP with respect to the Excess Line Fill petroleum that is the subject of this Agreement, and Transferee shall thereafter have such rights or obligations under PXP’s tariff or under any throughput and deficiency agreement that may exist between Transferee and PXP as may be applicable with respect to its line fill inventory account.
11. By executing this Agreement, Transferor and Transferee agree that PXP shall have no obligation to accept or approve this Line Fill Account Transfer request, and that Transferor and Transferee each

agree, jointly and severally, to release, indemnify and hold PXP harmless from and against any claims, losses, damages, penalties or liabilities of any kind, including direct, indirect, incidental or consequential damages, lost profits or other economic loss ("damages"), arising from any acts, omissions, or negligence on the part of PXP, relating to this Agreement, or relating to PXP's account transfer, receipt, transportation, and delivery of any petroleum that is the subject of this Agreement, including any claims against PXP regarding the title or ownership of such petroleum..

Accepted and agreed to as of the date first above written.

Transferor: \_\_\_\_\_

Transferee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

Tallgrass Pony Express Pipeline, LLC

By: \_\_\_\_\_

Name:

Title: