

Texas R.R.C. No. 5  
(Cancels Texas R.R.C. No. 4)

# Texas Express Gathering LLC

## Local Pipeline Tariff

Containing

### RATES, RULES AND REGULATIONS

Applying on the Intrastate Transportation of

### PRODUCT

Transported by Pipeline

From and To Points Named Herein

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The rates in this tariff are expressed in cents per Barrel of 42 U.S. Gallons and are subject to change as provided by law, and are governed by the Rules and Regulations published herein, supplements hereto and reissues hereof.

The provisions published herein will, if effective, not result in an effect on the quality of the human environment.

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**Effective: July 1 , 2015**

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Issued and Compiled By:

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# RULES AND REGULATIONS

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## DEFINITIONS

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For the purpose of these Rules and Regulations, the following definitions shall apply; in the event of inconsistency with the definitions in the Agreement, the latter shall apply:

**Agreement** - shall mean an agreement, including a TSA, executed by Carrier and Shipper, which provides for transportation services subject to the terms of this tariff.

**Barrel** - shall mean forty-two (42) United States gallons of two hundred thirty-one (231) cubic inches at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

**Carrier** - shall mean Texas Express Gathering LLC.

**Contract Shipper** - shall mean a Shipper that has executed a TSA.

**Contract Volume** - shall mean the daily maximum volume of Product specified by Contract Shipper to ship on the pipeline pursuant to the TSA.

**Day** - shall mean the period between 7:00 a.m. on one day and 7:00 a.m. the following day.

**Demethanized Mix** - shall mean a mixture of any or all of the following components: ethane, propane, isobutane, normal butane, and natural gasoline.

**Initial Term** - a period of time which ends on the fifteenth (15<sup>th</sup>) anniversary of the in-service date.

**Month** - shall mean 7:00 A.M. of the first day of a calendar month to 7:00 A.M. on the first day of the following calendar month.

**Nomination or Nominated** - shall mean an offer by Shipper to Carrier of a stated quantity of Product for transportation from the specified origin to the specified destination pursuant to the terms of these Rules and Regulations.

**Product** - shall mean Demethanized Mix meeting specifications issued by Carrier.

**Shipper** - shall mean any party who gives notice to transport Product under the provisions outlined in these Rules and Regulations.

**Transportation Services Agreement or (TSA)** - shall mean an Agreement executed by a Shipper, which includes a ship or pay obligation on the part of Shipper.

Any capitalized terms used in these Rules and Regulations that are not defined above shall have the meaning set forth in the Agreement.

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## **SCHEDULING OF RECEIPT**

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When Shipper desires to originate Product it shall furnish a Nomination no later than the 25th calendar Day of the preceding Month in which Shipper desires transportation. If Shipper does not furnish such Nomination, Carrier will be under no obligation to accept such Product for transportation. Product will be accepted for transportation, subject to the Rules and Regulations contained herein, at such time and in such quantity as scheduled by Carrier. Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market.

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## **PRODUCT REQUIREMENTS AND TESTING**

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Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's Product specifications or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities. Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's facilities. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test, the latter shall prevail. If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications or which is not good merchantable Product as set above, such Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shipper's sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional 109 cents per Barrel penalty charge.

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## **MINIMUM SHIPMENT**

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Product shall be offered for transportation in quantities that can be received into Carrier's pipeline facilities. Carrier will specify, on a non-discriminatory basis, the quantity to be delivered to Carrier at the origin point. Shipper will be subject to linefill requirements of up to 21 days receipts.

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## **APPLICATION OF RATES**

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Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is received at origin. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted or deficiency charges if any on Product not tendered for transportation in accordance with the Agreement and Carrier's then current payment policies and procedures, and at the rates set forth in the Agreement.

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## **ORIGIN AND DESTINATION FACILITIES**

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Carrier shall accept Product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier on a non-discriminatory basis.

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## **MEASUREMENT**

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Except as otherwise provided, Carrier shall not charge for metering Product upon receipt and delivery. Observed volumes of Product shall be corrected to net component volumes at 60°F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.

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## **COMPONENT BALANCING**

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Shipper shall be responsible for bringing into balance on a monthly basis any accumulated component volume differences resulting from the receipt, transportation, and delivery of commingled Demethanized Mix.

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## **IDENTITY OF SHIPMENTS**

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Carrier may commingle Product received from the origin set forth in the Agreement. Carrier reserves the right at any time to substitute and deliver Product of the same specification as the Product shipped.

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## **DEMURRAGE**

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Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of its facilities, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

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## **PAYMENT OF CARRIER CHARGES**

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The Shipper or its consignee shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for shipment or deficiency charges if any on Product not tendered for transportation, and, if required, shall pay the same before delivery at the destination point. Carrier shall have a lien on all Product in its possession belonging to Shipper or its consignee to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper or consignee, and may withhold such Product from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after final notice and demand therefore, Carrier shall have the right, through an agent, to sell such Product at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Product to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

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## **ACCEPTANCE FREE FROM LIENS AND CHARGES**

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Carrier may refuse, on a non-discriminatory basis, any shipment for transportation which may be encumbered by a lien or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect such Carrier against any or all loss.

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## **LIABILITY OF CARRIER**

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Carrier shall not be liable to Shipper for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product in the loss, and each consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and consignee showing the apportionment of any such loss. Carrier operates under the Agreement and these Rules and Regulations solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

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## **CLAIMS-TIME FOR FILING**

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Notice of claims for loss or damage must be made in writing to Carrier within nine (9) months after delivery of the Product, or in the case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

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## **SCHEDULING OF DELIVERY**

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When Shipper requests for delivery from the pipeline at the destination a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

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## ALLOCATION

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When there is offered to Carrier Product quantities greater than can be transported between origins and destinations, Carrier shall allocate transportation capacity, then Carrier shall accept and transport, during such period, only that portion of each good-faith offer to ship which Carrier shall determine to be equitable to all Shippers, having regard to the operating conditions of the pipeline system, as determined by Carrier, in accordance with the following allocation procedures:

- a. Ninety percent (90%) of the available capacity shall be allocated by Carrier, on a non-discriminatory basis, to all Shippers, with an individual Contract Shipper's entitlement based on the greater of:
  - (1) The volume transported during an historical period or
  - (2) Shipper's Contract Volume applicable to the allocation period, provided however that clause (1) shall only establish an allocation exceeding Shipper's Contract Volume to the extent such excess volume does not cause an allocation to another Contract Shipper that reduces such other Contract Shipper below its Contract Volume for the allocation period, and provided further that, in the case of any Shipper that has executed a TSA, its historical volume for the first month beyond the first ten (10) years of the Initial Term shall be deemed to be that Shipper's Contract Volume for the last Month of the first ten (10) years of the Initial Term.
- b. The remaining ten (10%) of the available capacity shall be allocated on a pro rata basis to new Shippers. Any new Shipper shall not be allocated more than one percent (1%) of the available capacity. If the aggregate Nominated volumes by new Shippers are less than ten percent (10%) of the available capacity of the pipeline system, each new Shipper will be allocated its Nominated volume and the remaining available capacity will be allocated to historical Shippers which shipped or paid for volumes of Product during a representative period.
- c. During instances of allocation, a Shipper will be deemed to have submitted a revised Nomination volume equal to its allocation determined by Carrier in accordance with the procedures set forth above.

Allocation will be given as a daily or monthly volume, at Carrier's discretion, and will be calculated for the calendar month. Allocation shall not be brokered or transferred. With agreement of the Shippers concerned, historical volume may be transferred under the following conditions:

- No commercial transaction occurs between the participating shippers with regard to historical volumes.
- The transfer is irrevocable.
- The request to transfer must be the result of an unusual situation as may be reasonably determined by the Carrier on a non-discriminatory basis.

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## **TRANSPORTATION INVENTORY**

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Quantities of Product received into Carrier's custody for transportation to Shipper's nominated destination will constitute Shipper's transportation inventory prior to delivery. If Product cannot be accepted by the nominated destination through no fault of Carrier, undelivered quantities will be returned to Shipper's holding (storage) inventory.

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## **STORAGE**

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Carrier does not have available, and does not hold itself out to provide, storage of Shipper's Product at origin, destination, or intermediate points.

# RATES

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## ITEM 100 - CONTRACT RATES (1)

Rates in Cents per Barrel

ORIGIN	DESTINATION	RATE
Various Plants in Tex/Ok Region, TX	Interconnect with Texas Express Pipeline, TX	81.57
Various Points in North Texas Region, TX		81.57

Footnote:

- 1 Applicable only to a Contract Shipper.