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Gas Services Department  
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Pipeline Tariff No. 2.2  
Replaces Pipeline Tariff No. 2.1

## **Targa SouthTex NGL Pipeline Ltd.**

### **PIPELINE TARIFF NO. 2.2**

### **CONTAINING**

### **Rules and Regulations**

### **Governing the Intrastate Pipeline Transportation**

### **of Product**

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Rules and Regulations published herein apply only under tariffs which make specific reference by number to this tariff; such reference will include successive issues hereof.

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## Rules of General Application

### Item 5: Definitions

- “Barrel” means forty-two (42) United States gallons of 231 cubic inches at sixty degrees Fahrenheit (60° F) and equilibrium vapor pressure.
- “Capacity” the quantity of Product the Pipeline is capable of transporting under the current operating conditions.
- “Carrier” means Targa Southtex NGL Pipeline Ltd.
- “Daily” or “Day” means the twenty-four (24) hour consecutive period commencing at 7:00 a.m., Central Time, on one calendar day and ending at 7:00 a.m., Central Time, on the following calendar day.
- “Delivery Point(s)” means those points of destination (to) for the delivery of Product to Shipper as identified in the Rates Tariff.
- “Force Majeure” means an event or occurrence beyond the reasonable control of Carrier that interferes with or prevents Carrier’s performance of any obligation or condition under this tariff, under a TSA, interconnect agreement, or other agreement affecting Carrier or Carrier’s facilities, including but not limited to (i) acts of God, actions, orders, regulations, or requests of any Governmental Authority having jurisdiction over the pipeline system, Carrier, or this tariff; (ii) insurrections, wars, rebellion, riots, disturbances, epidemics, acts of terrorism, sabotage, acts of public enemies, blockades, embargoes, expropriation, condemnation, epidemics, strikes, lockouts or labor disturbances or difficulties (the settlement of strikes, lockouts or labor difficulties being entirely within Carrier’s discretion); (iii) weather conditions or anticipated weather conditions and actions of the elements, including, without limitation, fires, explosions, earthquakes, storms, floods, freezing conditions, washouts, lightning, hurricanes, other named tropical systems, tornadoes, or landslides; (iv) disruptions to, breakages of, or destruction of all or any portion of Carrier-owned or third party-owned machinery, lines of pipe, or facilities relied upon or contributing to provision of transportation service under this tariff, including the inability to obtain electric power, water, fuel, equipment, parts, repairs or other items or services; (v) outages (shutdowns) of machinery, equipment, facilities, or lines of pipe for inspection, maintenance or repair, or (vi) freezing of pipes, breakdowns or failure of pipe, plant, machinery or equipment. An event similar to the foregoing that

interferes with or prevents Carrier's performance of its obligations shall be deemed an event of Force Majeure.

“Governmental Authority”	means any national, regional, state, local or municipal government or any political subdivision, agency, commission or authority thereof (including maritime authorities, port authority or any quasi-governmental agency) acting within its legal authority.
“Month” or “Monthly”	means a period of time commencing at 7:00 a.m., Central Time, on the first Day of a calendar month and ending at 7:00 a.m., Central Time, on the first Day of the next calendar month.
“Nomination”	means an offer by a Shipper to Carrier of a stated quantity of Product to receive transportation service from a specified origin(s) to a specified destination or destinations pursuant to the terms and conditions of this tariff.
“Pipeline”	means Carrier's pipeline, including owned and leased pipeline facilities.
“Product”	means a liquid mixture of hydrocarbons conforming to Carrier's Product Specifications.
“Product Specifications”	means the specifications applicable to Product transported on the Pipeline, as identified in Item 35.
“Proration Policy”	means the rules and procedures detailed in Item 85 of this tariff, as it may be amended from time to time.
“Quarter”	means a period of three (3) consecutive Months.
“Rates Tariff”	means the rates tariff attached hereto as <u>Exhibit A</u> or its successor.
“Receipt Point(s)”	means the points of origin (from) for receipt of Product from a Shipper into Carrier's facilities as identified in the Rates Tariff.
“Shipper”	means any party who gives notice for and receives transportation service as to its Product under the terms and conditions of this tariff.
“System Capacity”	Means the volume of Pipeline capacity available to provide transportation services for Product from the Receipt Point to the Delivery Point pursuant to the terms of this tariff.

“Transportation means a transportation services agreement made by and between Services Agreement” or Carrier and a Shipper for the provision of service under this tariff. “TSA”

**Item 15: Notice of Nominations; Shipments**

Product for shipment through the Pipeline will be received only on a properly executed Nomination from the Shipper showing the Receipt Point(s) at which the Product is to be received, the Delivery Point(s) at which the Product is to be delivered, and the amount of Product to be transported. If Shipper does not furnish such a Nomination, Carrier will be under no obligation to accept such Product for transportation service.

Any Shipper desiring to nominate Product for transportation service shall make such Nomination to Carrier in writing on or before the fifteenth (15th) Day of the Month preceding the Month during which the transportation service is to begin (the “Nomination Period”), on forms which will be supplied by the Carrier upon request. A Shipper may nominate Product for transportation service after the Nomination Period has expired at Carrier’s sole discretion.

Carrier may refuse to accept Product for transportation where Shipper is not in compliance with other provisions of this tariff or where Shipper has failed to comply with all applicable laws, rules and regulations made by any Governmental Authority regulating shipments of Product.

Carrier will transport and deliver Product with reasonable diligence taking into account the quantity and quality of the Product, distance of the transportation service, safety of operations, and other relevant factors; provided, that unless Carrier is grossly negligent or engages in willful misconduct, Carrier’s failure or delay in transporting or delivering Product shall not give rise to or impose any liability on Carrier.

**Item 20: [Reserved]**

**Item 25: Storage, Receipt/Delivery Point Facilities and Line Fill**

Carrier does not furnish any terminaling, tankage, or any other form of storage at the Receipt or Delivery Point(s) or at any other location within Carrier’s facilities.

Carrier shall accept Product only when Shipper has provided necessary equipment and facilities, including storage facilities for receipt of Product into Carrier’s facilities and delivery of Product from Carrier’s facilities at pressures and pumping rates required by Carrier. Carrier may require evidence showing that necessary facilities are available for delivering shipments at the Receipt Point(s) and receiving shipments at the Delivery Point(s) before any obligation to furnish transportation service shall arise.

**Item 30: Failure to Take Delivery at Delivery Point(s)**

Shipper shall remove Product, or cause Product to be removed, from Carrier’s facilities following transportation thereof to a nominated Delivery Point(s). If Shipper fails to remove Product as required by this tariff, Carrier shall have the right, without liability to Shipper, to make such

disposition of unremoved Product as is necessary for the efficient operation of Carrier's facilities, and Shipper shall pay Carrier all costs and expenses associated with such disposition the same as if Shipper had authorized such, together with any additional costs and damages incurred by Carrier.

In addition to any remedy available to Carrier, including remedies under this Item 30, Shipper will pay a daily demurrage charge if Shipper fails to remove Product from Carrier's facilities and that failure prevents or threatens the movement of succeeding shipments. The daily demurrage charge will be calculated by multiplying the tariff rate in Carrier's Rates Tariff applicable to transportation of Product, times the Daily average of the previous Month's deliveries of the impacted shipments.

### **Item 35: Product Specifications**

Carrier is engaged in the transportation of Product and will not accept any other commodity for transportation under this tariff.

Carrier reserves the right to refuse to accept any Product for transportation service which does not conform to Carrier's Product Specifications or which is not good and merchantable Product readily acceptable for transportation service through Carrier's existing facilities and/or which would otherwise adversely affect Carrier's facilities or other Product in Carrier's facilities. As a prerequisite to transportation service, Shipper's Product must also conform to its nominated Delivery Point specifications.

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 and Shipper shall be liable for any contamination or damage to other liquids in Carrier's custody or to the Pipeline or other facilities caused by failure of the Product tendered to meet the specifications stated in Shipper's certificate. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt and, if there is a variance between Shipper's certificate and Carrier's test, the latter shall prevail.

If Carrier determines that Shipper has delivered Product that contaminates the common fungible stream, Carrier may treat or otherwise dispose of all contaminated Product in any reasonable commercial manner at Shipper's sole cost and expense.

If Product received by Carrier does not conform to the Product Specifications, Carrier reserves the right to bill Shipper and Shipper shall be obligated to pay Carrier (i) the costs and expenses incurred to treat or otherwise dispose of all contaminated Product including, without limitation, any penalties or charges incurred by Carrier as a result of such contamination, and (ii) a \$1.00 per Barrel additional payment assessable on all Product delivered by Shipper for transportation service under this tariff.

Shipper shall be liable for and shall defend, indemnify and hold Carrier harmless from and against any and all claims, actions, suits, losses, demands, costs and expenses (including attorneys' fees and costs of repairing, inspecting, cleaning, and decontaminating the facilities of Carrier or third parties) of every kind, nature or description resulting from any Product that Shipper has delivered into Carrier's facilities.

## Product Specifications

<b><u>Product Characteristics</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Test Methods Latest Revision</u></b>
1. <u>Composition</u> Percent by Liquid Volume	Predominantly Ethane, Propane, Butanes & Natural Gasoline (Pentanes & Heavier)		GPA 2177
Ethane & Ethylene		As limited by other NGL Components and vapor pressure	ASTM D- 2163/GPA 2177**
Propylene		5.0 of Propane	
Butylene		0.35 of Normal Butanes	
2. <u>Product Vapor Pressure</u>		240 psig	ASTM D-1267
3. <u>Loading Temperature</u> Minimum Product Loading Temperature, °F	0°		
4. <u>Corrosion</u> Copper Strip @ 100° F (Invalid if additive or inhibitor is used.)		1-b	ASTM D-1838
5. <u>Total Sulfur</u> PPM by Weight in Liquid		150	ASTM D-3246
6. <u>Carbon Dioxide</u> PPM by Weight in Liquid		1000	GPA 2177
7. <u>Dryness</u>		No Free Water	Visual
8. <u>Oxygenates</u> PPM by Weight in Liquid		200	ASTM D-7423
9. <u>Pentanes &amp; Heavier</u> Perform the Saybolt color test after weathering sample to 70° F if white cup indicates possible color. <u>Color</u> Saybolt No. <u>Distillation</u> End Point, °F	Plus 25	No Color	Visual Using White Cup Method  ASTM D-156  ASTM D-86
10. <u>Odorization</u> This product shall not be odorized.			
11. <u>Deleterious Substances</u> PPM by Weight in Liquid COS Ammonia Fluorides		1 1 0.5 and BDL*	

Product shall be merchantable, commercially free from sand, entrained water, nitrogen, amine, particulates, brine, olefins, dust, gum, gum-producing substances, oil, glycol, inhibitors, aromatics, arsenic, halides, caustics, acids, anti-foulants, any other contaminants, or any compound added to the Product to enhance the ability to meet these Specifications, and other impurities which may be injurious to the Pipeline, storage and terminalling facilities, measurement facilities, or the property of third parties, or which may interfere with its transmission through the Pipeline, storage and terminalling facilities, or measurement facilities. If the Product contains any contaminant, either listed herein or otherwise, that causes such Product to require treating, Carrier and Shipper shall meet to determine the appropriate method of treatment to remove such contaminant from the Product. Shipper shall be solely responsible for all costs of treatment to remove contaminants from Product.

\*Below Detectible Limit

\*\*GPA 2177 may be extended to determine the olefin content of the stream in lieu of performing an additional compositional determination using ASTM D-2163.

Product Accounting: For accounting purposes, ethylene shall be considered ethane, propylene shall be considered propane, and butylenes shall be considered normal butane within the above listed specification limits. Any excess of these hydrocarbon Components above the Specification limits shall not be accounted for.

Refinery originated Product:

Customer shall not, without prior approval from Carrier, allow delivery of Product that, in whole or part, originates from a refinery.

#### **Item 40: Measurement**

Product transported by Carrier will be measured in accordance with the provisions of the agreement governing the interconnection of Carrier's facilities with those of the operator located upstream of a given Receipt Point and downstream of a given Delivery Point. Shipper and its representatives may be present to witness any provings or tests of meters and measurement facilities.

#### **Item 45: System Losses**

Shipper is solely responsible for, and shall bear the physical and economic impact of, all losses attributable to Shipper's Product including but not limited to those due to shrinkage, evaporation, measurement, interface losses, and other physical losses not due to the gross negligence or willful misconduct of Carrier. Losses will be apportioned according to each Shipper's proportionate share of measured receipts of Product at the Receipt Point. Shipper shall be entitled to receive at the Delivery Point only that portion of its shipment remaining after deducting its proportion of such loss.

**Item 50: Mixtures**

Carrier may commingle Product received from the various Receipt Point(s). Carrier reserves the right at any time to substitute and deliver to the Delivery Point(s) Product of the same specifications as the Product tendered by Shipper at the Receipt Point(s).

Product will be accepted for transportation service only on the condition that it shall be subject to such changes in characteristics (including component changes), while in transit, as may result from the mixture with other Product. Carrier shall be under no obligation to make delivery of the identical Product, but may make delivery out of the common stream and Shipper will be required to accept such delivery.

**Item 55: Title**

Shipper warrants and guarantees that Shipper has good title to all Product delivered to Carrier at the Receipt Point(s) and agrees to hold Carrier harmless for any and all loss, cost, liability, damage and/or expense resulting from failure of title thereto. Carrier's acceptance of Shipper's Product for transportation service is not an admission by Carrier that Shipper holds good title thereto and is not a waiver of Shipper's obligation to have good title thereto.

Shipper must obtain Carrier's approval before nominating shipments that are encumbered by any lien, security interest or other form of burden, and Carrier may refuse any such shipment. In providing transportation service, Shipper shall not cause or permit any lien, security interest or other form of burden to be filed or created with respect to Product it delivers to Carrier at the Receipt Point(s).

**Item 60: Payment of Carrier Rates, Fees and Charges**

Carrier shall assess transportation service and all other rates, fees and charges accruing on Product accepted for transportation service at the rate in effect in the Tariff at the date Product is received at the Receipt Point(s). Carrier will invoice Shipper for transportation rates, fees, and charges and all other amounts accruing on Product accepted in accordance with Carrier's then current payment policies and procedures in the applicable TSA and Rates Tariff.

Carrier shall bill Shipper for all transportation rates, fees, and charges and other amounts due based upon volumes received by Carrier from Shipper at the Receipt Point(s) during each Month. Shipper shall pay the amount of such invoice within ten (10) Days from receipt of the invoice.

Shipper hereby assigns and grants to Carrier a continuous and continuing security interest in, and assignment of, all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Obligations (as defined below) (herein collectively, "Collateral"): (a) all Product accepted by Carrier for transportation service or otherwise, (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents, (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (d) all proceeds of any of the foregoing property in any form. The foregoing grant and assignment of Collateral secures the following obligations of Shipper (collectively the "Obligations"): (x) all antecedent, current and future transportation service, special, ancillary and

other rates, fees or charges arising under or related to this tariff or any TSA; (y) the repayment of any amounts that Carrier may advance or spend for the storage or maintenance and preservation of the Collateral; and (z) all amounts owed under any modifications, renewals or extensions of any of the foregoing Obligations. If any amounts accruing and owed to Carrier under this tariff or a TSA remain unpaid ten (10) Days after final notice and demand therefor, Carrier shall have the right, in addition to, and not in limitation of, its other rights and remedies, to liquidate and apply the proceeds to the payment of all such amounts and Shipper will reimburse Carrier for expenses associated with liquidating the Collateral.

If any amounts owed by Shipper are not paid by the due date stated on the invoice, Carrier shall have the right to assess a finance charge on the entire past due balance until paid in full at the rate equal to the lesser of (i) the prime rate per annum plus three percent (3%), with the prime rate being the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal or (ii) the maximum interest rate allowed by law.

If Shipper fails to pay any charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such time as payment is received by Carrier. In addition, Carrier reserves the right to set-off any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of its affiliates under this tariff, a TSA, or under any other agreement, or against any Product of Shipper in Carrier's custody. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including reasonable attorneys' fees and costs incurred by Carrier.

Carrier shall have a lien on all Product received into the Pipeline. Such lien shall take effect at the point of origin as Product is received into the Pipeline or other facilities. Such lien shall secure the payment of any and all charges and fees owed to Carrier by Shipper, including but not limited to penalties, interest and late payment charges, whether or not incurred on the Product in the Pipeline or other facilities and whether or not invoiced. Such lien shall be in addition to any and all other rights and remedies Carrier has at law or in equity.

If Carrier determines that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines that assurance of Shipper's performance is not adequately assured or that it is otherwise necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Product in Carrier's possession or prior to Carrier's acceptance of Shipper's Product: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges and in a form and from a third party acceptable to Carrier. If Shipper fails to comply with any such requirement on or before the date set forth in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide transportation service pursuant to this tariff until such requirement is fully met.

**Item 70: Liability of Carrier**

While in possession of Product nominated to it for shipment, Carrier shall not be liable to Shipper for any delay in delivery, damage thereto, or for any loss of Product caused by Force Majeure or

by act of default of Shipper, or resulting from any other cause that is not the result of Carrier's gross negligence or willful misconduct, whether similar or dissimilar to the causes herein enumerated. Any such loss or damage 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 Shipper shall be entitled to receive only that portion of its shipment remaining after deducting its proportion of such loss. Carrier shall prepare and submit a statement to Shipper showing the apportionment of any such loss.

Carrier will not be liable for discoloration, contamination, or deterioration of Product transported unless such discoloration, contamination, or deterioration of Product transported results from the gross negligence or willful misconduct of Carrier. Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported hereunder, and Carrier expressly disclaims any liability for any express or implied warranty for Product transported or stored hereunder including any warranties of merchantability or fitness for intended use.

**Item 80: Claims, Suits and Time for Filing**

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) Months after delivery of the Product to the Delivery Point(s) or, in the case of a failure to make delivery, within nine (9) Months after delivery of the Product to Carrier for shipment.

Suit against Carrier must be instituted within two (2) years and one (1) Day from the Day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice.

Where claims for loss or damage 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 therefor.

**Item 85: Prorationing of Capacity**

When Carrier receives more Nominations in a Month for transportation of Product on Carrier's Pipeline than Carrier is able to transport, Carrier shall allocate the System Capacity under the provisions of this Item 85.

System Capacity will be allocated among all Shippers in accordance with the provisions of Item 85(A); any remaining System Capacity will be allocated in accordance with the provisions of Item 85(B). Such allocation may be based on Nominations exceeding System Capacity at a given Receipt Point or Delivery Point, and/or a given segment of Carrier's pipeline system.

**A. Allocation to Shippers.**

- (1) Except as provided in Item 85(A)(2), Carrier shall allocate each Shipper an amount of System Capacity equal to the average monthly throughput for such Shipper during the prior 12-month period.
- (2) If an event of Force Majeure or other operational issue causes System Capacity to be reduced for the Proration Month, the allocation of System Capacity to each Shipper under this Item 85(A) shall be reduced by the same

percentage as the reduction in System Capacity that is caused by the Force Majeure event or operational issue. Carrier will reduce the allocations of System Capacity to each Shipper affected by such Force Majeure event by the same percentage as the reduction in capacity of the affected portion of the System or the reduction in receipt or delivery capability of the affected Origin Point or Delivery Point, respectively and as applicable.

**B. Remaining System Capacity.**

Any remaining System Capacity not allocated through the application of Item 85(A) shall be allocated pro rata among all Shippers having remaining unmet Nominations according to the amount by which such Nomination exceeds the Shipper's average monthly throughput for such Shipper during the prior 12-month period. If allocation to any Shipper pursuant to this Item 85(B) exceeds such Shipper's remaining Nomination or there remains unallocated System Capacity following this additional allocation to Shippers, then the excess volume will be allocated among all other Shippers having unmet Nominations until the remaining System Capacity is fully allocated or all of the remaining Nominations have been fulfilled.

**C. Basis for Allocation.**

When prorationing of System Capacity is in effect:

- (1) Carrier shall allocate System Capacity on a Monthly basis; and
- (2) Carrier will use reasonable efforts to notify each Shipper of its allocation no later than the first working day of the Proration Month.

**D. Reallocation of Unused Allocated System Capacity.**

If a Shipper does not use the portion of System Capacity allocated to it under this Item 85 at the times and in the amounts designated by Carrier, Carrier shall have the right to use Shipper's unused portion of System Capacity to fulfill the unmet Nominations of other Shippers.

**Item 90: Line Fill Requirements**

Shipper shall supply a pro rata share of Product necessary for line fill on the Pipeline ("Line Fill"), to ensure efficient operation of the Pipeline system prior to delivery. Product provided by Shipper for this purpose may be withdrawn only after: (1) shipments have ceased and the Shipper has notified Carrier in writing to discontinue shipments in Carrier's system; and (2) Shipper's balances have been reconciled between all shippers and Carrier. Carrier, at its reasonable discretion, may require advance payment of transportation charges on the volumes to be cleared from Carrier's system, and any unpaid accounts receivable, before final delivery will be made. Unless Shipper has not made any required payment, or unless otherwise preventable by Force Majeure or actions of the Shipper, Carrier shall have a reasonable period of time, not to exceed sixty (60) days, from the receipt of Shipper's written notice to Carrier, to complete administrative and operational requirements incidental to Shipper's withdrawal. Shipper will at all times retain title to its Product

in transit and Carrier will provide a Monthly statement to Shipper of Shipper's Product used as Line Fill.

**Item 95:      Connection Policy**

Connections to Carrier's system will only be considered if made by formal written application to Carrier in the form required by Carrier. Acceptance of any request for connection will be subject to compliance with governmental regulations and approval of Carrier.

**Exhibit A**

to

Targa SouthTex NGL Pipeline Ltd.

Pipeline Tariff No. 2.2

Rules and Regulations Governing the intrastate Transportation by Pipeline of  
Product

**RATES APPLYING TO TRANSPORTATION OF PRODUCT**

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**RATES APPLICABLE TO SHIPPERS:**

FROM:	TO:	RATE:  per gallon
Point of Interconnection with CCL in Nueces County, Texas	Gregory Trucking Facility, San Patricio County, Texas	\$0.01*

\* The rate in this tariff will be modified effective July 1 of each year, beginning July 1, 2027, to equal the product of: (a) the tariff rate then in effect, multiplied by (b) a ratio equal to the CPI-U Index for the most recent available month divided by the CPI-U Index published for the same month of the prior year; where "CPI-U Index" means the Consumer Price Index for All Urban Consumers for the U.S. City Average for All Items, (1982-84 = 100) as published by the United States Bureau of Labor Statistics or any successor agency. Notwithstanding the foregoing, in no event will the tariff rate be reduced below the rate in effect during the immediately preceding 12-month period. If such calculation would result in a reduced rate, the rate that was in effect for the immediately preceding 12-month period will remain in effect for the following 12-month period.