

# TARGA NGL PIPELINE COMPANY LLC

## RULES AND REGULATIONS TARIFF

Governing the Intrastate Pipeline Transportation of

**DEMETHANIZED MIX**

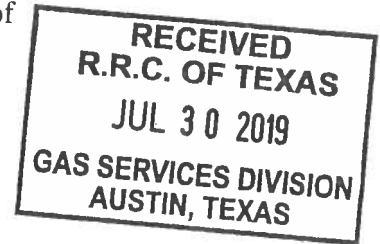
From:

**POINTS IN TEXAS**

To:

**POINTS IN TEXAS**

**GENERAL APPLICATION**



Rules and Regulation published herein apply only under tariffs which make specific reference by number to this tariff; such reference will include supplements hereto and successive issues hereof. Specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

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**EFFECTIVE: August 15, 2019**

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P-5 No.: 836034

T-4 Permit Nos.: 00204, 00895, 01446, 01895,  
07747, 08367, 09121, 09255, 09752, 09824

## RULES OF GENERAL APPLICATION

**Notwithstanding anything in the Railroad Commission of Texas Provisions to the contrary, Carrier will receive, transport, and deliver Product through its facilities only as provided in these Rules and Regulations, except that specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein or in succeeding reissues of these Rules and Regulations.**

### 1. Definitions

“Barrel” shall mean a volume of forty-two (42) United States gallons. One U.S. gallon shall be equal to two-hundred-thirty-one (231) cubic inches of Product at sixty degrees Fahrenheit (60°F) and at the equilibrium vapor pressure of the Product being measured.

“Carrier” shall mean Targa NGL Pipeline Company LLC.

“Committed Shipper” means a Shipper with which Carrier has executed a transportation service agreement for priority transportation service.

“Component(s)” means each of the five individual hydrocarbon constituents contained in Product, including ethane, propane, isobutane, normal butane, and natural gasoline (with natural gasoline including all pentane and heavier components), all in accordance with the applicable Product specifications.

“Component Imbalance” means, for any given Component, a Component Net Volume delivered to Consignee at the applicable Destination Point(s) in excess of, or less than, the Component Net Volume received from Shipper at the applicable Origin Point(s) for delivery to that Consignee.

“Component Net Volume” means Component volume calculated at 60°F in accordance with the latest edition of GPA 8173.

“Consignee” shall mean the person or entity to whom the Shipper has ordered delivery of Product.

“Day” shall mean the period of twenty-four (24) hours between 7:00 AM Central Standard Time of a calendar day and 7:00 AM Central Standard Time of the following calendar day.

“Destination Point” means the point at destination where physical custody of Product is transferred from Carrier to the Consignee, such point being the point of interconnection between Carrier’s facilities and the Product receiving facilities to which Carrier’s facilities are connected now and in the future.

“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 transportation service agreement, interconnect agreement, or other agreement affecting Carrier or Carrier's facilities, including but not limited to (i) 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, 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, 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) scheduled maintenance or (vi) fires; explosions; freezing conditions, 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.

"Linefill" means the quantity of Product required by Carrier needed to occupy the physical space in Carrier's facilities to provide working stock and storage receptacle bottoms, if applicable, as determined by Carrier.

"Month" means a period of time commencing on the first Day of a calendar Month and ending on the first Day of the next calendar Month.

"Monthly Ratable Basis" means the delivery of Product throughout each Month in daily quantities that are approximately equal to the volume of Product delivered during the Month divided by the number of Days in that Month.

"Monthly Volume Commitment" means the volume, in Barrels, of Product that a Committed Shipper agrees to transport each day in accordance with its transportation services agreement with Carrier, multiplied by the number of days in the Proration Month.

"Nomination" means a written communication (in form and context specified by Carrier) made by a Shipper to Carrier of a quantity of Product for transportation on the pipeline system in accordance with the terms of this tariff.

"Origin Point" means the point where physical custody of Product is transferred from Shipper to Carrier, such point being the inlet delivery connection to Carrier's facilities where Product from an originating facility or an interconnected pipeline is injected into Carrier's facilities

"Product" shall mean demethanized mix which meets specifications issued by Carrier and included in the items of these Rules and Regulations.

"Proration Month" means the Month for which capacity is to be allocated in accordance with this Item 17.

"Shipper" shall mean the party who contracts with Carrier for transportation of Product under the terms of this tariff.

“System Capacity” means the operational capacity of the pipeline system at any applicable point in time.

“Total Net Volume” means the aggregate Component Net Volume of all Components identified for a given volume of Product.

“Uncommitted Shipper” means a Shipper that is not a Committed Shipper.

## **2. Certificate**

Carrier reserves the right to require Shipper to furnish a certificate by a licensed petroleum inspector confirming the quality and specifications of the Product tendered for transportation hereunder.

## **3. Scheduled Shipments**

Shippers desiring to transport Product shall furnish a Nomination to the Carrier on a form supplied by Carrier specifying Origin Point, Destination Point, and quantity. Forms may be obtained from Carrier at the address shown on the first page of this tariff. All such forms shall be submitted at least three weeks prior to the calendar week in which Shipper desires transportation. If Shipper does not furnish such notice prior to the requested movement date, Carrier shall be under no obligation to accept Product for transportation. All Product accepted for transportation will be transported at such time and in such quantity as scheduled by Carrier.

## **4. Minimum Tender and Ratable Delivery**

The minimum quantity of Product which will be accepted at the Origin Point shall be 500 Barrels.

Product shall be delivered by Shipper to each Origin Point for transportation service under this tariff on a Monthly Ratable Basis.

## **5. Facilities at Origin and Destinations**

Carrier will provide only such facilities at the Origin Points or Destination Points that Carrier considers necessary for operation of the pipeline. Carrier provides no storage facilities. Product will be accepted for transportation only when Shipper has provided facilities, including storage, at the applicable Origin Points and Destination Points that are satisfactory to Carrier and are capable of delivering or receiving Product at pressures and pumping rates required by the Carrier.

## **6. Assurance of Delivery at Destination**

Upon arrival of Product at the specified Destination Point, such Product will be delivered through metering facilities provided by Carrier or the operator of the receiving facility into receiving lines and storage facilities provided by Shipper. In the event Shipper or its Consignee does not have adequate facilities available to receive Product at the Destination Point in

accordance with Carrier's schedule, Carrier may store, sell at public auction or otherwise dispose of Product in accordance with Item No. 13 below.

## **7. Product Specifications**

Carrier is engaged in the transportation of Product as herein defined 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 do not conform to Carrier's Product specifications ("Specifications") (available upon request) or which are 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. Carrier reserves the right to modify its Specifications from time to time. In the event Carrier makes modifications to its Specifications, Carrier will provide Shippers with notice of such modifications and provide a copy of, or access to, the modified Specifications. As a prerequisite to transportation service, Shipper's Product must also conform to its nominated destination point specifications.

Shipper may be required to furnish Carrier with a certificate of analysis setting forth the composition of each shipment of Product to be transported in Carrier's facilities. Carrier reserves the right to sample and/or test any Product tendered to Carrier prior to acceptance or during receipt, and if there is a variance between Shipper's certificate of analysis and Carrier's test, the latter shall prevail.

If Carrier determines that Shipper has delivered Product that does not meet the Specifications or contaminates the common fungible stream, Carrier may treat or otherwise dispose of all contaminated Product in any reasonable commercial manner at Shipper's sole expense.

If Product received by Carrier does not conform to the Specifications, Carrier reserves the right to bill and Shipper shall pay (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 that fails to meet the Specifications.

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 attorney's 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 that fails to meet the Specifications.

Raw Product shall be a mixture of component products of natural gas liquids (NGLs) composed predominantly of Ethane, Propane, Butanes & Natural Gasoline (Pentanes & Heavier) meeting the following specifications:

<b><u>Product Characteristics</u></b>	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>	<b><u>Test Method</u></b>
<b><u>Composition (% liquid volume):</u></b> Methane (See Note 3) Ethane Ethylene (See Note 1) Propylene (See Note 1) C4 Olefins Total Olefins (See Notes 1 and 4) Aromatics	38.00 of Raw Product	1.50 of Ethane 55.00 of Raw Product 1.00 of Ethane 5.00 of Propane 0.35 of Butanes 1.0 of Raw Product 10.00 of Hexanes and Heavier	ASTM E-260 GPA 2177 GPA 2177 ASTM D-2163 ASTM D-2163 ASTM D-2163 ASTM D-2163 GPA 2186
<b><u>Corrosion:</u></b> Copper Strip @ 100°F (Invalid if additive or inhibitor is used.) Corrosion Additive or Inhibitor, PPM by Weight	1a  1a	1b  1b	ASTM D-1838  Applicable Industry
<b><u>Sulfur:</u></b> Total Sulfur PPM by weight in liquid H <sub>2</sub> S COS		150  None 15 PPM weight of Propane	ASTM D-5623 or ASTM D-6667 ASTM D-5623 ASTM D-5623
<b><u>Carbon Dioxide:</u></b> PPM by weight in liquid		1000	GPA 2177
<b><u>Dryness:</u></b>		No Free Water @ 34° F	Visual
<b><u>Pentanes &amp; Heavier:</u></b> White (See Note 5)		No Color	Visual Using Cup Method
<b><u>Color:</u></b> Saybolt No.	Plus 25		ASTM D-156 or ASTM D-6045
<b><u>Distillation:</u></b> End Point, °F		375°F	ASTM D-86
<b><u>Methanol:</u></b> PPM by weight in liquid		200	ASTM D-7423
<b><u>Vapor Pressure:</u></b> Determined at 100°F		500 psia	Peng-Robinson (Appendix B)
<b><u>Product Temperature:</u></b>	60°F	120°F	
<b><u>Deleterious Substances:</u></b> Ammonia Halides (including Fluorides)  (See Note 6)		1 PPM weight in liquid 1 PPM weight of Normal Butane	ASTM D-7359

ASTM D-7359

NOTES:

1. Product Accounting - For accounting purposes, ethylene shall be considered ethane, propylene shall be considered propane, and C4 olefins shall be considered normal butane, each within the above listed Specification limits.
2. Any excess of these hydrocarbon components above the Specification limits shall not be accounted for.
3. Nitrogen and oxygen shall be considered methane.
4. A modified GPA-2177 method may be used in lieu of ASTM D-2163 for determining ethylene, propylene, C4 Olefin and Total Olefin concentrations.
5. Perform the Saybolt color test after weathering sample to 70°F if white cup indicates possible color.
6. Product shall be merchantable, commercially free from sand, entrained water, nitrogen, amine, particulates, brine, olefins, dust, gum, gum-producing substances, oil, glycol, inhibitors, caustics, chlorides, oxygenates, heavy metals, 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 storage facilities, terminals, fractionators, measurement facilities, or the property of third parties, or may interfere with its transmission through storage facilities, terminals, or fractionators.

Abbreviations:

ASTM = American Society for Testing and Materials  
GPA = GPA Midstream Association  
PPM = parts per million  
psia = pounds per square inch absolute  
°F = degrees Fahrenheit

**8. Measurement, Testing and Deductions**

Product tendered for transportation shall be metered at each Origin Point and Destination Point by Carrier or the operator of the non-Carrier facility to which Carrier's facilities are connected, consistent with the provisions of the applicable agreement governing the interconnection of Carrier's facilities with those of the operator of the applicable non-Carrier facility, prior to or at the time of receipt or delivery. Shipper shall at all times have the privilege of being present or represented during all metering and testing. The volume of Product to be transported shall be determined in accordance with applicable API Manual of Petroleum Measurement Standards and applicable GPA Midstream Association procedures. The net balance after corrections or adjustments for pressure and temperature will be the quantity deliverable by Carrier and the transportation charges will be assessed in accordance therewith.

**9. System Losses and Loss Adjustments**

Quantities of Product will be adjusted at the Destination Point to allow for inherent losses or gains, including but not limited to shrinkage, evaporation, measurement, interface losses and other physical losses not due to the negligence of Carrier. In the event any such loss or gain occurs in Product received for transportation from two or more Shippers, the loss or gain will be

allocated among Shippers in the proportion that each Shipper's Product bears to the total number of Barrels received. Shipper is solely responsible for and shall bear the physical and economic consequences of all such losses.

#### **10. Integrity of Product**

Carrier will use its best efforts to transport Product to the specified Destination Point with a minimum of contamination. Carrier may commingle Product received for transportation and reserves the right at any time to substitute and deliver a Product of the same specification as the Product tendered by Shipper. 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 Shippers will be required to accept such delivery. For pipeline protection, Carrier may inject corrosion inhibitor in the Product to be transported, and Shipper will accept delivery of Product at the specified Destination Point containing the corrosion inhibitor.

#### **11. Title to Product, Possession, Control and Risk of Loss.**

- (a) Title. Title to the Product tendered by Customer to Carrier for transportation on the Pipeline will remain with Customer as provided in the tariff. Carrier shall have a lien on Customer's Product tendered to Carrier as set forth in this tariff.
- (b) Possession, Control and Risk of Loss. Customer shall be deemed to be in exclusive possession and control of all Product for which Services are provided hereunder upstream of the Origin Point and at and downstream of the Destination Point. Carrier shall be deemed to be in exclusive possession and control of all Product at and downstream of the Origin Point and upstream of the Destination Point. Risk of loss for all Product for which Services are provided hereunder shall pass from Customer to Carrier and back to Customer in the manner outlined in the prior sentence; provided that, Carrier's risk of loss does not apply to the extent of the System Losses and Loss Adjustments addressed in this tariff.

#### **12. Title, Liens and Unpaid Charges**

Shipper warrants and guarantees that Shipper has good title to all Product tendered and delivered hereunder 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.

Carrier will refuse any Product for transportation which may be encumbered by a lien or charge of any kind, or which may be involved in litigation, or the ownership of which may be in dispute unless Shipper provides satisfactory evidence of its perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all loss.



### **13. Payment for Transportation and Lien**

Carrier shall bill Shipper monthly for all transportation charges and other charges due hereunder based upon volumes received by Carrier from Shipper. Shipper shall pay for transportation charges and all other lawful charges accruing on Products accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

Carrier may require that all payments to Carrier for Services pertaining to the transportation of Product be wire transferred in accordance with the instructions on the Carrier's invoice to Shipper.

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.

Shipper or Consignee shall pay the transportation charges applicable to the shipment and, if required, shall prepay such charges or furnish guaranty of payment satisfactory to Carrier. 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 Carrier's 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 transportation services agreement, 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 attorney fees and costs incurred by Carrier.

Carrier shall have a lien on all Product in its possession belonging to Shipper, and may withhold such Product from delivery until all of unpaid charges shall have been paid. Such lien shall take effect at the point of origin as NGLs are received into Carrier's pipeline. 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 NGLs in Carrier's pipeline 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 any charges or fees owed to Carrier by Shipper shall remain unpaid for ten (10) days after the date set for payment in Carrier's invoice to Shipper, or, in the absence of unpaid charges, when there shall be a failure to take redelivery of the Product at the point of destination, Carrier shall have the following options, in its sole discretion:

- (a) Carrier may sell Shipper's Product in its possession for cash at public auction at its office in Houston, Texas, on any day not a legal holiday, not less than forty-eight (48) hours after publication of a notice in a daily newspaper in Houston, Texas, of the time and place of sale and the specifications and quantity of Product to be sold. Carrier may be a bidder and a purchaser at such sale. From the sale proceeds, Carrier may pay itself all charges, expense of notice and sale, and storage and maintenance

costs, and the balance shall be held for whosoever may be entitled thereto;  
or

- (b) In circumstances in which Carrier has no storage facilities or other means of holding and maintaining Shipper's Product and inability to deliver (whether caused by Shipper's failure to take redelivery or caused by exercise of Carrier's lien) will cause a shutdown of a line, Carrier may, without notice but in the most commercially reasonable manner as is possible under the circumstances, dispose of Shipper's Product. If such disposal shall result in proceeds after payment of Carrier's charges and expenses, proceeds shall be held for whoever may be entitled thereto. If such disposal does not result in proceeds, Shipper and Consignee shall remain liable for all charges due to Carrier and for all expenses incurred by Carrier.

If Carrier, in its sole judgment, has reasonable grounds for insecurity regarding the ability of Shipper or Shipper's guarantor (if any) to perform its obligations hereunder or make payment of charges and fees when due (including without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor (if any)), 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 standby irrevocable letter of credit (in a form, amount, and term, and issued by a financial institution reasonably acceptable to Carrier) at Shipper's expense in favor of Carrier, or (3) a guarantee issued on behalf of Shipper in a format, amount and tenor acceptable to Carrier, if the credit of Shipper's guarantor is deemed to be acceptable to Carrier in Carrier's sole judgment. If Shipper fails to comply with any such requirement on or before the date supplied 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.

#### **14. Application of Rates**

Product transported shall be subject to the rates in effect on the date such Product is accepted for transportation by the Carrier as identified on the Pipeline Service Rate Tariff made part of this tariff, as it may be revised by Carrier.

For Product accepted for transportation from any point on Carrier's line not named in a particular tariff which is intermediate to a point from which rates are published therein, through such unnamed point, Carrier will apply the rate published therein from the next more distant point specified in such tariff. For Product accepted for transportation to any point on Carrier's line not named in a particular tariff which is intermediate to a point to which rates are published therein, through such unnamed point, Carrier will apply the rate published therein to the next more distant point specified in such tariff pending establishment of new rates.

#### **15. Liability of Carrier**

Carrier shall not be liable for any loss of Product as described herein or damage thereto, or delay caused by an event of Force Majeure or any act or default of Shipper or from any other cause not

due directly to the negligence of Carrier. Losses shall be charged proportionately to each Shipper in the ratio that such shipment, or portion thereof, received and undelivered at the time of the loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Carrier for shipment via the lines or other facilities in which the loss or damage occurs. Shipper shall be entitled to receive only that portion of its shipment remaining after deducting its proportion of such loss or damage determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered. Carrier will not be liable for discoloration, contamination, or deterioration of Product transported hereunder unless directly resulting from the negligence of Carrier.

#### **16. Liability of Shipper**

As a condition precedent to Carrier's acceptance of Product for transportation under this tariff each Shipper agrees to indemnify and save Carrier harmless from any loss, claims, or damages (including but not limited to consequential damages and attorneys' fees and costs) for injury or death of any person and for damage to property of carriers, Shipper, Consignee and/or third party resulting from or arising out of (1) any breach of any provision of this tariff by Shipper, his Consignee, his agents, employees or representatives; (2) the negligence of Shipper, his Consignee, his agents, employees or representatives; (3) the injection of contaminants of any kind by Shipper, his Consignee(s) or consignors, his agents, employees or representatives into the Carrier's pipeline, and/or (4) failure of Shipper's Product delivered or accepted for transportation to meet Carrier's specifications.

#### **17. Claims Against Carrier; Time Limitation**

As a condition precedent to recovery for loss, damage, delay or misdelivery, claims must be filed in writing with Carrier within nine (9) Months after delivery of Product, or in case of failure to make delivery, within ten (10) Months after receipt of the Product from Shipper by Carrier, and suits must be instituted against the Carrier within two (2) years from the day when Carrier gives notice to the claimant that Carrier has disallowed the claim or any part thereof specified in the notice of claim. If claims are not filed or suits are not instituted thereon in accordance with these provisions, Carrier will not be liable and claimant may not recover from Carrier.

#### **18. Prorationing of Pipeline Capacity**

When Carrier receives more Nominations in a Month for transportation of Product on Carrier's pipeline system than Carrier is able to transport, Carrier shall allocate the System Capacity under the provisions of this Item 18.

System Capacity will be allocated among Committed Shippers as a class and Uncommitted Shippers as a class; any remaining System Capacity will be allocated in accordance with the provisions of Item 18(C).

##### **A. Allocation to Committed Shippers.**

- (1) Except as provided in Item 18(A)(2), Carrier shall allocate each Committed Shipper an amount of System Capacity equal to the lesser of the Committed Shipper's Nomination for the Proration Month or its Monthly Volume

Commitment. If a Committed Shipper nominates volumes in excess of its Monthly Volume Commitment, then the excess incremental volumes shall be subject to prorationing under Item 18(C) below.

- (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 Committed Shipper under this Item 18(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 Committed 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 Destination Point, respectively and as applicable.

**B. Allocation to Uncommitted Shippers.**

Following the allocation of System Capacity set forth in Item 18(A) above, Carrier shall next allocate at least 5% of the remaining System Capacity on Carrier's System among all Uncommitted Shippers in the following manner:

- (1) Each Uncommitted Shipper shall be allocated an amount of System Capacity in the Proration Month that is equal to:
  - (a) its Nomination, if the total volume Nominated by all Uncommitted Shippers is less than or equal to five percent (5%) of System Capacity on Carrier's System; or
  - (b) its pro rata share, in accordance with its Nomination, of five percent (5%) of the System Capacity on Carrier's System, if the total volume Nominated by all Uncommitted Shippers is greater than five percent (5%) of such System Capacity.

**C. Remaining System Capacity.**

Any remaining System Capacity not allocated through the application of Items 18(A) or (B) above shall be allocated first, pro rata, among all Committed Shippers having remaining unmet Nominations according to the level of each Committed Shipper's Monthly Volume Commitment. If allocation to any Shipper pursuant to this Item 18(C) exceeds such Shipper's remaining Nomination or there remains unallocated System Capacity following this additional allocation to Committed 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.

**D. 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 not later than the first working day of the Proration Month.

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

If a Shipper does not use the portion of System Capacity allocated to it under this Item 18 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.

**F. Failure of Uncommitted Shipper to Use Allocated System Capacity.**

- (1) Except as provided in Item 18(F)(2) below, an Uncommitted Shipper that fails to use all of its allocated System Capacity during a Proration Month shall have its allocation of System Capacity reduced in each subsequent Proration Month until the total reductions equal the amount of the deficiency. The amount of any such reduction shall be treated as unused allocated System Capacity and shall be reallocated among other Shippers in accordance with Item 18(E). Any such reduction shall not relieve any Committed Shipper of its obligation to pay deficiency payments pursuant to a transportation services agreement with Carrier.
- (2) Reduction of an Uncommitted Shipper's allocation for failure to use its allocated System Capacity during a Proration Month may be waived, in whole or in part, if Carrier determines that Shipper's failure to use all or some of its allocated System Capacity was due to a Force Majeure.

**19. Linefill Requirements**

Shipper will supply its pro-rata share of Product for Linefill as Carrier determines is necessary to maintain efficient operations of Carrier's facilities. Each Month Carrier shall adjust the Linefill so that it provides its pro-rata amount of Linefill equivalent to Shipper's total deliveries to the Origin Points during the preceding Month divided by total deliveries by all Shippers at all Origin Points during the preceding Month. Upon Shipper's payment of all amounts payable under this tariff, any transportation services agreement, and any other agreements between Carrier and Shipper or their affiliates affecting the movement of Product on Carrier's facilities, Product used as Linefill shall be returned to Shipper and charged applicable transportation rates under this tariff, after such Shipper has provided written notice to Carrier of Shipper's intent to cease delivering Product to the Origin Points and after a reasonable period of time to allow for administrative and operational requirements associated with the withdrawal of such Product.

**20. Pipeage Contracts Required**

A proposed Shipper may be required to execute a separate pipeage contract (including without limitation a transportation services agreement) covering further details of the transportation before any duty of transportation shall arise; provided, however, that in the event of any conflict between the provisions of the tariff and the terms of any such contract, the provisions of this tariff shall control.

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.

## **21. Product Component Balancing**

Carrier will deliver a volume of Product to the Consignee designated by Shipper equal to the Total Net Volume of Product received. The composition of the Product can vary at Origin Points, and volumes received from all Shippers will be commingled while in transit. Due to such commingling, Carrier cannot deliver Product for a Shipper's account containing Components in the same proportion as contained in Product volumes received at Origin Points.

Carrier will:

- (a) Notify each Consignee in writing each Month of the Total Net Volume and Component Net Volumes of Product received from Shipper, for delivery to that Consignee.
- (b) Notify Shipper in writing within five (5) business days subsequent to each Month of delivery of Total Net Volume and Component Net Volumes of Product delivered during the preceding Month to each Consignee designated by Shipper.
- (c) Notify in writing each Consignee and Shipper of the Component Net Volume of Component Imbalances.

Shipper(s) shall be solely responsible for bringing into balance in a timely manner any accumulated Component imbalances.

Upon furnishing notification as provided in (c) above, Carrier will have fully discharged and satisfied all responsibilities and obligations arising under this Item 21 specifically and regarding component balancing in general.

## RAILROAD COMMISSION OF TEXAS PROVISIONS

The following Railroad Commission of Texas Tariff Requirements must be printed and included in a pipeline tariff in accordance with 16 Texas Administrative Code § 3.71(20). To the extent that any matter in these Texas Tariff Requirements is addressed with greater specificity in the foregoing Rules of General Application, such Rules of General Application shall govern the rights and obligations of Carrier and Shipper hereunder.

- (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, properly settled and containing not more than 2.0% of basic sediment, water, or other impurities above a point six inches below the pipeline connection with the tank. 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 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.
- (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 90 degrees Fahrenheit, 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.
- (3) “Barrel” defined. For the purpose of these sections, a “barrel” of crude petroleum is declared to be 42 gallons of 231 cubic inches per gallon at 60 degrees Fahrenheit.
- (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.
- (5) Storage. Each pipeline shall provide, without additional charge, sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt delivery to destination point, for five days from the date of order of delivery at destination.
- (6) Identity of oil, maintenance of oil. 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.

- (7) Minimum quantity to be received. A pipeline shall not be required to receive less than one tank car-load 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 500 barrels.
- (8) Gathering charges. Tariffs to be filed by a pipeline shall specify separately the charges for gathering of the oil, for transportation, and for delivery.
- (9) Measuring, testing, and deductions (reference Special Order Number 20-63,098 effective June 18, 1973).
  - (A) Except as provided in subparagraph (B) of this paragraph, all crude oil tendered to a pipeline shall be gauged and tested by a representative of the pipeline prior to its receipt by the pipeline. The shipper may be present or represented at the gauging or testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks.
  - (B) As an alternative to the method of measurement provided in subparagraph (A) of this paragraph, crude oil and condensate may be measured and tested, before transfer of custody to the initial transporter, by:
    - (i) lease automatic custody transfer (LACT) equipment, provided such equipment is installed and operated in accordance with the latest revision of American Petroleum Institute (API) Manual of Petroleum Measurement Standards, Chapter 6.1, or;
    - (ii) any device or method, approved by the commission or its delegate, which yields accurate measurements of crude oil or condensate.
  - (C) Adjustments to the quantities determined by the methods described in subparagraphs (A) or (B) of this paragraph shall be made for temperature from the nearest whole number degree to the basis of 60 degrees Fahrenheit 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 01250, Institute of Petroleum 200, first edition, August 1980. A pipeline may deduct the basic sediment, water, and other impurities as shown by the centrifugal or other test agreed upon by the shipper and pipeline; and 1.0% for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipeline. In allowing the deductions, it is not the intention of the commission to affect any tax or royalty obligations imposed by the laws of Texas on any producer or shipper of crude oil.
  - (D) A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.



- (10) Delivery and demurrage. 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 24 hours' notice to the consignee, may offer oil for delivery from its common stock at the point of destination, conformable to paragraph (6) of this section, at a rate not exceeding 10,000 barrels per day of 24 hours. Computation of time of storage (as provided for in paragraph (5) of this section) shall begin at the expiration of such notice. At the expiration of the time allowed in paragraph (5) of this section for storage at destination, a pipeline may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first 10 days of \$.001 per barrel; and thereafter at a rate of \$.0075 per barrel, for each day of 24 hours or fractional part thereof.
- (11) 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 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 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 lawfully entitled thereto.
- (12) Notice of claim. Notice of claims for loss, damage, or delay in connection with the shipment of oil must be made in writing to the pipeline within 91 days after the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within 91 days after a reasonable time for delivery has elapsed.
- (13) Telephone-telegraph line—shipper to use. If a pipeline maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, a pipeline shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service.
- (14) 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 destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.
- (15) 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 section.
- (16) 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 apportionate.

- (17) Interchange of tonnage. Pipelines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipelines, when the commission finds that a necessity exists for connection, and under such regulations as said commission may determine in each case.
- (18) Receipt and delivery—necessary facilities for. Each pipeline shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the commission finds that a necessity exists therefor, and under regulations by the commission.
- (19) Reports of loss from fires, lightning, and leakage.
  - (A) Each pipeline shall immediately notify the commission district office, electronically or by telephone, 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 in like manner report each break or leak in any of its tanks or pipelines from which more than five barrels escape. Each pipeline shall file the required information with the commission in accordance with the appropriate commission form within 30 days from the date of the spill or leak.
  - (B) No risk of fire, storm, flood, or act of God, and no risk resulting from riots, insurrection, rebellion, war, or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by a pipeline, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from any such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipeline at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This section shall not apply if the loss occurs because of negligence of the pipeline.
  - (C) Common carrier pipelines shall mail (return receipt requested) or hand deliver to landowners (persons who have legal title to the property in question) and residents (persons whose mailing address is the property in question) of land upon which a spill or leak has occurred, all spill or leak reports required by the commission for that particular spill or leak within 30 days of filing the required reports with the commission. Registration with the commission by landowners and residents for the purpose of receiving spill or leak reports shall be required every five years, with renewal registration starting January 1, 1999. If a landowner or resident is

not registered with the commission, the common carrier is not required to furnish such reports to the resident or landowner.