

**Filed on:**

**May 29 2025**

Gas Services Department  
Railroad Commission of Texas

**Texas Intrastate No. 1.2.0  
(Cancels Texas Intrastate No. 1.1.0)**

**Denbury Green Pipeline – Texas, LLC**

**LOCAL TARIFF**

**CONTAINING RATES AND RULES GOVERNING**

**THE TRANSPORTATION OF**

**Carbon Dioxide**

**BY**

**Denbury Green Pipeline – Texas, LLC**

From:	To:	Uncommitted Shipper Rate in Dollars per Metric Ton
Any Origination Point within Greenline - TX	Any Destination Point Within Greenline - TX	[1] <del>\$12.97</del> <b>\$12.72</b>

The Uncommitted Shipper Transportation Rate set forth above shall remain in effect until changed by Carrier. Shippers shall be notified of any such change by a supplemental transportation rate sheet which shall specify a new rate and the effective date thereof. Such supplemental transportation rate sheet shall be attached to and become a part of the contract between Carrier and Shippers.

The rate named in this transportation rate sheet is for the transportation of Carbon Dioxide by pipeline, subject to the rules and regulations published herein.

---

---

**EFFECTIVE DATE: July 1, 2025**

---

---

P-5 ID: 215337; T-4 Number: T07737

Issued By:  
Brian Carlin, Vice President  
Denbury Green Pipeline – TX, LLC  
5851 Legacy Circle, Suite 1200  
Plano, TX 75024

Compiled by:  
Randy Henry  
ExxonMobil Pipeline Company LLC  
22777 Springwoods Village Parkway  
Spring, Texas 77389  
346-254-0150

---

---

TEXAS INTRASTATE NO. 1.2.0

---

---

**ExxonMobil Pipeline Company LLC  
Green Pipeline CO<sub>2</sub> System Rules  
and Regulations**

1. DEFINITIONS: As used in these rules and regulations, the following terms have the following meanings:

“CO<sub>2</sub>” means a substance primarily composed of molecules containing one atom of carbon and two atoms of oxygen and containing at least 96% (dry basis) by volume of such molecules.

“Carrier” means Denbury Green Pipeline – Texas, LLC, commonly known as the “Green Pipeline Texas.”

“MTA” means metric tons per year.

“Nomination” means an offer by a Shipper to the Carrier of a stated quantity of CO<sub>2</sub> for transportation in the Pipeline from a specified origin or origins to a specified destination or destinations in accordance with the terms of this tariff.

“Pipeline” means the 24in Denbury Green Pipeline from the Texas border in the Sabine River in Orange County, Texas to the current terminus points in Chamber, Brazoria, and Galveston Counties, Texas.

“Shipper” means any party nominating and thereafter actually delivering CO<sub>2</sub>, including anthropogenic CO<sub>2</sub>, for transportation by Carrier in accordance with the terms of this tariff CO<sub>2</sub>.

2. SPECIFICATIONS: Carrier may refuse to accept for transportation gas not meeting the specification for CO<sub>2</sub> which follow:

- (a) Carbon Dioxide. No less than 97% by volume
- (b) Water. Less than 210 ppm by volume.
- (c) Hydrogen Sulfide. Less than 10 ppm by volume
- (d) Total Sulfur. Less than 20 ppm by volume
- (e) Methane (C1). Less than 3% by volume
- (f) Ethane to Pentane (C2 to C5). Less than 1% by volume.
- (g) Oxygen. Less than 10 ppm by volume
- (h) Glycol. Less than 0.3 gallons per MMCF and at no time shall glycol be present in a liquid state at temperature and pressure conditions of the pipeline
- (i) Carbon Monoxide. Less than 1,000 ppm by volume
- (j) NO<sub>x</sub>. Less than 10 ppm by volume
- (k) SO<sub>x</sub>. Less than 10 ppm by volume
- (l) Amines. Less than 10 ppm by volume
- (m) Hydrogen. Less than 1.0% by volume

- (n) Ammonia. Less than 10 ppm by volume
- (o) Methanol. Less than 500 ppm by volume.
- (p) Combined Nitrogen and Argon. Less than 0.5% by volume
- (q) Liquids. CO2 shall be free of liquids at delivery conditions and shall not produce condensed liquids in the pipeline at pipeline pressure and temperature
- (r) Compressor Lube Oil Carry Over. Not more than 50 ppm by weight and shall not cause fouling of pipeline, pipeline equipment downstream systems or reservoirs
- (s) Aromatic Hydrocarbons. Less than 100 ppm by volume.
- (t) Hydrogen Cyanide. Less than 1 ppm by volume.
- (u) Mercury. Less than 0.5 ppbv by volume.
- (v) Ethanol. Less than 90 ppm by volume.
- (w) Selexol. Less than 150 ppm by volume.
- (x) Solid Particulates (including Metals). Less than 1 mg/Nm3 by one micron.
- (a) Temperature. Maximum of 100 degrees Fahrenheit. Minimum of 50 degrees Fahrenheit.
- (b) Delivery Pressure. Carbon Dioxide shall be delivered at a pressure not to exceed the MOP (2,220 Psig as of the Effective Date).
- (c) Impurities Deleterious to Pipeline, Equipment, Downstream Systems or Reservoirs. In addition to compositional limits listed above, Carbon Dioxide shall not contain impurities deleterious to Transporter's, its Affiliates' or any other Person's pipeline, equipment, downstream systems, or reservoirs. Impurities not listed here should be brought to the attention of Transporter for further evaluation.

Potential for Future Revisions to Specifications. The Parties recognize and agree that the corrosive nature of compressed anthropogenic Carbon Dioxide is an area of active research and development which aims to ensure proper mitigation of all corrosion and flow assurance concerns applicable. Transporter may amend or otherwise modify the Quality Specification set forth on this Section 2 in order to comply with any changes in applicable law or regulations following the Effective Date (including any such changes to regulations promulgated by the Pipeline and Hazardous Materials Safety Administration). Transporter shall notify Shipper as soon as practicable after making such determination (and in any event at least 60 days before the effective date of such change). In addition, the Parties shall use their commercially reasonable efforts to amend or otherwise modify the Quality Specification set forth on this Section 2 if validated research data confirms that the specifications do not sufficiently mitigate the risks of transporting Carbon Dioxide.

Notwithstanding the foregoing, Shipper shall not offer for shipment any CO<sub>2</sub> that does not meet the specifications set forth in the Tariff without Carrier's prior approval.

3. **MINIMUM NOMINATION:** A Shipper desiring to tender CO<sub>2</sub> shall make such tender to Carrier in writing on forms which will be supplied by Carrier on request. Such nomination shall be for a quantity of not less than 33,333 metric tons per month.
4. **TSA SHIPPER FIRM COMMITMENTS:** Preferential firm commitment volume pricing is available subject to mutually agreeable Transportation Services Agreement (TSA) with the Carrier.

5. RECEIPT, DELIVERY, QUALITY, AND LEGALITY OF SHIPMENTS OFFERED: CO<sub>2</sub> offered for transportation will be received into the Pipeline of Carrier only on the condition that:
- CO<sub>2</sub> offered for shipments conforms to the specifications in section 2 for CO<sub>2</sub> being transported by Carrier, and
  - A quantity of not less than the minimum nomination described in Paragraph 3, above, of CO<sub>2</sub> is available for delivery in Carrier's Pipeline in one continuous movement, and
  - Shipper has provided facilities at origin point for delivering CO<sub>2</sub> to Carrier at pressures, temperatures, and flow rates satisfactory to Carrier, and
  - Shipper or the party receiving shipments has made necessary arrangements for accepting delivery of shipments of CO<sub>2</sub> promptly on arrival at destination points(s), at rates satisfactory to Carrier, and
  - Shipper or the party receiving shipments has complied with all applicable laws, rules, regulations made by any governmental authorities regulating shipments of CO<sub>2</sub>.
6. IDENTITY OF SHIPMENTS: All CO<sub>2</sub> transported through the Pipeline will be commingled by Carrier and shall be subject to such changes in quality and other characteristics as may result from such commingling. No Shipper shall be entitled to receive the identical CO<sub>2</sub> tendered or delivered by Shipper to Carrier. Delivery by Carrier to Shipper or its consignee shall be out of the common stock of Carrier's CO<sub>2</sub> stream.
7. APPLICATION OF RATES: CO<sub>2</sub> accepted for transportation shall be subject to the rates in effect on the date of receipt by Carrier, irrespective of the date of nomination.
8. LIABILITY OF CARRIER: Carrier in possession of CO<sub>2</sub> shall not be liable for any loss thereof; damage thereto; or delay in delivery of CO<sub>2</sub> caused by fire, explosion, storm, flood, epidemics, act of God, riots, strikes, insurrection, rebellion, war, act of the public enemy, quarantine, the authority of law, or from any other cause not due to the gross negligence of Carrier. In case of loss of any CO<sub>2</sub> from any such causes, after it has been received for transportation at the origination point and before the same has been delivered to the party receiving shipments at the destination point, Shipper shall bear any loss in such proportion as the amount of his shipment, already delivered to Carrier, relative to all of the CO<sub>2</sub> then in the custody of Carrier, for shipment via the lines or other facilities in which the loss or damage occurs, and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of his due portion of such loss.
7. CO<sub>2</sub> INVOLVED IN LITIGATION: CO<sub>2</sub> which is in any way involved in litigation, or which is encumbered by a lien or charge of any kind, will not be accepted for shipment, unless and until the Shipper or the party receiving shipments shall furnish a bond or other form of indemnity satisfactory to Carrier, protecting it against any liability or loss arising as a result of such litigation, lien, or charge.
8. PAYMENT OF TRANSPORTATION CHARGES: The Shipper or Consignee shall pay, as provided below, all applicable gathering, transportation, and all other charges accruing on CO<sub>2</sub> handled by Carrier.

All payments are due within 10 days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may bear interest from the day after the due date until paid, calculated at an annual rate equivalent to the lesser of (1) 125% of the prime rate of interest, as of the date of Carrier's invoice, charged by the Citibank N.A. of New York, New York, for ninety (90) day loans made to substantial and responsible commercial borrowers or (2) the maximum rate allowed by law. In addition Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts.

In the event Shipper fails to pay any such 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 and Shipper meets the requirements of the following paragraph. In

addition, in the event Shipper fails to pay any such charges when due, Carrier shall have the right to setoff such amounts owed and future amounts owed against those amounts Carrier owes Shipper.

If Shipper fails to pay an invoice by the due date, in addition to any other remedies under this tariff or under applicable law, Carrier shall have the right, either directly or through an agent, to sell at a private sale any and all CO<sub>2</sub> of such Shipper in its custody at fair market value at the time of sale. The proceeds of any sale shall be applied to any arrears owed by Shipper to Carrier in the following order: (A) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (B) To the satisfaction of the Shipper's indebtedness including interest herein provided from the date payment is due. The remaining balance of the proceeds of the sale after fulfillment of (A) and (B) in the immediately preceding sentence, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

9. **CREDITWORTHINESS; LIEN ON CO<sub>2</sub>:** In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is 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 CO<sub>2</sub> in Carrier's possession or prior to Carrier's acceptance of Shipper's CO<sub>2</sub>: (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. In the event, 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 services pursuant to this tariff until such requirement is fully met.

Carrier shall have a lien on all CO<sub>2</sub> delivered to Carrier to secure the payment of any and all gathering, transportation, or any other charges that are owed Carrier. Such lien shall survive delivery of CO<sub>2</sub> to Shipper or other party receiving such CO<sub>2</sub> at the destination point. Such lien shall extend to all CO<sub>2</sub> in Carrier's possession beginning with Shipper's first receipt of transportation or other services from Carrier. The lien provided herein shall be in addition to any lien or security interest provided by statute or applicable law. Carrier may withhold delivery to Shipper of any of Shipper's CO<sub>2</sub> in its possession and exercise any other rights and remedies granted under this tariff or existing under applicable law until all such charges have been paid as provided above.

10. **MEASURING AND TESTING:** Carrier shall install and maintain all quality testing equipment to insure quality integrity of the Pipeline stream. Quantities will be measured by Carrier at time of receipt and delivery. Carrier may, but shall not be required to, sample and/or test any shipment. Carrier reserves the right to reject any shipment if, in the Carrier's sole opinion, that shipment fails to conform to Carrier's specifications. Shipper will bear any and all losses in CO<sub>2</sub> mass due to transportation from Origination Point to Destination Point, with the exception of Losses due to Carrier's gross negligence, and such losses will be prorated among all Shippers on a monthly basis, taking into effect any prior month's losses.
11. **EVIDENCE OF RECEIPTS AND DELIVERIES:** CO<sub>2</sub> received from the Shipper and CO<sub>2</sub> delivered to the party receiving deliveries shall, in each instance, be evidenced by tickets, showing all data essential to the determination of quantity.
12. **LINE FILL INVENTORY:** Either prior to or after the acceptance of CO<sub>2</sub> for transportation through the Pipeline, Carrier may, upon reasonable notice, require each Shipper to provide a pro rata part of the Volume of CO<sub>2</sub> necessary for pipeline fill and reasonable additional minimum quantities required for the efficient operation of the Pipeline. CO<sub>2</sub> provided by a Shipper for this purpose may be withdrawn after reasonable written notice of Shipper's intention to discontinue shipment in the system pursuant to Carrier's applicable tariff. Carrier may require advance payment of final transportation charges and settlement of any unpaid accounts receivable, before final delivery will be made.

In the event a Shipper's inventory balance drops below its pro rata part of the volume of CO<sub>2</sub> necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the system, then Carrier will require such Shipper to provide the necessary volume to meet its pro rata part of such volume of CO<sub>2</sub>.

13. MAINTENANCE OF LINE INVENTORY: Shipper may be required to provide a pro rata share of pipeline displacement and reasonable additional minimum quantities (product in transit) required for the efficient operation of the System. Carrier shall provide Shipper with notice of its required line inventory volume as applicable. Shipper may not be permitted to have deliveries of CO<sub>2</sub> made until such deliveries can be made without reducing Shipper's share of pipeline displacement.
13. NOMINATIONS REQUIRED: On or before the twenty-fifth day of the month preceding the month during which the transportation under the Nomination is to begin, Shipper shall furnish to Carrier in writing a Nomination identifying the Origination Point(s) at which the CO<sub>2</sub> will be delivered into the Carrier's system and the Destination Point(s) at which the CO<sub>2</sub> will be delivered off of the Carrier's system. If space is available for current shipment, Carrier will provide notice that Shipper may nominate in writing CO<sub>2</sub> for transportation after the twenty-fifth day of the month during which the transportation under the Nomination is to begin. Shipper shall not make any nominations in excess of its ability to receive the nominated volume at a Delivery Point upon delivery of same by Carrier to Shipper.
14. APPORTIONMENT: When pursuant to nominations under the uncommitted rate hereunder, there shall be offered to Carrier more CO<sub>2</sub> than can be immediately gathered and/or transported, the gathering and/or transportation shall be apportioned equitably among all Shippers in such quantities and at such times to the limit of the pipeline nameplate capacity so as to avoid discrimination among all Shippers. Carrier will not recognize for apportionment purposes any nomination by a Shipper which exceeds Carrier's pipeline capacity. When such apportionment becomes necessary, it shall be performed in accordance with Carrier's "Proration Procedure, "CO<sub>2</sub> Pipeline Systems", any supplements thereto and reissues thereof, all of which are available upon request.
15. NOTICE OF CLAIMS: Notice of claims for loss, damage, or delay in connection with shipments must be made in writing to Carrier within ninety-one (91) days after such shall have accrued, or in case of failure to make delivery, within ninety-one (91) days after delivery should have been made to Shipper or Shipper's consignee.
16. FORECASTS: Shipper shall furnish to Carrier by October 15 of each year its forecast of the quantities of CO<sub>2</sub> it expects to ship during each month of the next succeeding calendar year. In the case of anthropogenic deliveries of CO<sub>2</sub> into the Pipeline, Carrier will accommodate variable volumes of CO<sub>2</sub> during start-up of Shipper's facilities as contained in any written agreement between the parties.

#### **EXPLANATION OF REFERENCE MARKS**

[I] Increase