

# SouthTex 66 Pipeline Company, LTD.

## Applying On Propane and Butane

From	To	Rate in Cents Per Barrel of 42 U.S. Gallons
Clemens, Brazoria County, Texas Pasadena Junction, Harris County, Texas	Pasadena Junction, Harris County, Texas	[D] 52.55
	Clemens, Brazoria County, Texas	[D] 52.55

The rates named are expressed in cents a barrel and are subject to change as provided by law, also regulations named herein.

The rate named in this tariff is for the intrastate transportation of Propane and Butane. SouthTex 66 Pipeline Company, LTD. will receive and deliver such Propane and Butane through its owned or leased pipe lines, and not otherwise, subject to the rules and regulations contained herein.

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

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Effective July 1, 2010

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SAFETY DIVISION  
AUSTIN, TEXAS

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**GENERAL RULES AND REGULATIONS**

Item No.	Subject	RULES AND REGULATIONS
5	Definition of Terms	<p>As used in these rules and regulations, the following terms have the following meanings:</p> <p>“Barrel” means forty-two (42) United States gallons.</p> <p>“Butane” shall be a hydrocarbon product composed predominantly of butane (including isobutanes) and/or butylenes and shall be free from harmful quantities of deleterious substances. The vapor pressure at one hundred five (105°F) Fahrenheit, as determined by the Liquefied Petroleum Gas Vapor Pressure Method, shall not be in excess of 75 pounds per square in gauge pressure.</p> <p>“Carrier” means and refers to SouthTex 66 Pipeline Company, Ltd.</p> <p>“Propane” shall be a hydrocarbon product composed predominantly of propane and shall conform to the definition of and specifications for “Propane HD-5” as contained in N.G.P.A. Publication 2140 (N.G.P.A. Liquefied Petroleum Gas Specifications and Test Methods) as revised in 1962 or later revisions.</p>
10	Minimum Tender	Propane and Butane of the required specifications shall be tendered for transportation in quantities of not less than 25,000 barrels from one consignor, consigned to one consignee.
15	Origin and Destination Facilities	Propane and Butane will be accepted for transportation only when the Shipper and consignee have provided equipment and facilities, including storage facilities, satisfactory to Carrier for delivering such tenders to Carrier at origin at a pumping rate equal to the current rate of pumping and for receiving same without delay upon arrival at destination. Satisfactory evidence may be required by Carrier showing that necessary facilities are available for delivering shipments at origin and receiving shipments at destination before any obligation to furnish transportation shall arise.
20	Acceptance Free From Liens and Charges	Propane and Butane will be accepted for transportation only when free from all liens and charges.
25	Gauging, Deductions and Temperature Corrections	Prior to receipt, Propane and Butane may be gauged or tested by a representative of Carrier. Propane and Butane will be received and delivered on the basis of volume corrections for temperature from observed temperatures to sixty degrees (60°F) Fahrenheit using the factors for specific gravity conversion and volume correction appearing in Table 34, ASTM-IP Petroleum Measurement Tables, ASTM Designation D1250 (latest revision). Propane and Butane will be received and delivered on the basis of volume corrections for compressibility in accordance with A.P.I. Standard No. 1101, Table II (latest revision). The net quantities so determined for acceptance will be the net quantities deliverable.
30	Liability of Carrier	While in possession of the Propane and Butane tendered to it for shipment, Carrier shall not be liable for any loss thereof or damage thereto or delay caused by the act of God, public enemy, civil disorder, quarantine, authority of law, strikes, riots, fire, floods, or act of default of Shipper or consignee, or from any other cause not due to the negligence of Carrier whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned to each shipment in the same proportion that such shipment, or part thereof, received and undelivered at the time such loss or damage occurs bears to the total of all shipments, or part thereof, then in the custody of Carrier for transportation. Each consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion, as so determined, of such loss or damage, and transportation charges shall be assessed only on the quantity delivered. Carrier will not be liable for discoloration, contamination, or deterioration of Propane or Butane transported, unless such discoloration, contamination, or deterioration results from the negligence of the Carrier.
35	Delivery at Destinations	Carrier shall notify the consignee of the arrival at destination of each shipment. Upon arrival at destination, the Propane or Butane will be delivered to the consignee through the facilities provided by the consignee. The consignee shall receive from Carrier's line without delay the Propane or Butane which has been transported to the destination point for its account.
40	Pipeage Contracts Required	Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed Shipper before any duty to transport shall arise.
45	Claims Time for Filing	As a condition precedent to recovery, claims must be filed in writing with the Carrier within nine (9) months after delivery of the Propane or Butane, or in case of a failure to make delivery, then within nine (9) months after a reasonable time has elapsed. Suit shall be instituted against Carrier only within two (2) years and one (1) day from the day that 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 will not be liable.

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50	Transportation Charges	<p>Transportation charges will be assessed and collected by the Carrier at the rates named herein on the basis of the quantity actually delivered at destination after deductions and corrections as provided for herein.</p> <p>The payment of transportation and all other charges accruing on Propane or Butane accepted for transportation shall on demand be paid before the release of said Propane or Butane from the custody of the Carrier. If required, charges shall be prepaid at point of origin. Carrier shall have a lien on all Propane and Butane in its possession belonging to the Shipper or consignee to secure the payment of all unpaid lawful charges due from such Shipper or consignee and may withhold such Propane and Butane from delivery until all such unpaid charges have been paid.</p>
55	Apportionment When Tenders Exceed Capacity	<p>When there is tendered to Carrier, for transportation, a quantity of Propane or Butane greater than can be currently transported, the transportation furnished by Carrier shall be apportioned among all Shippers in proportion to the amounts tendered by each; provided, no tender for transportation shall be considered beyond the amount which the Shipper requesting the shipment will have on hand accessible to and ready for shipment by Carrier.</p>
60	Services Performed	<p>The rates published in this tariff cover only the transportation of Propane or Butane by pipeline and include no other services.</p>
65	Application Of Intermediate Rates	<p>The rates published in this tariff apply from established receiving stations of the Carrier to the established delivery station of the Carrier at or near points named. From any point not named in this tariff which is intermediate to a point from which rates are published herein through such unnamed point, apply from such unnamed point the rate from the next more distant point.</p>
70	Non Compliance	<p>Carrier reserves the right to reject to reject shipments from any Shipper who fails to comply with any requirements set out in this tariff.</p>
75	Odorization	<p>a. As an accommodation to Shippers, Propane loaded and delivered into tank trucks, tank cars, and piping or storage of others shall be odorized with ethyl mercaptan unless, (1) as provided in b. below, Carrier is instructed in writing by Shipper not to odorize specific deliveries, or (2) Shipper makes arrangements satisfactory to Carrier for the use of another odorant.</p> <p>b. If Shipper desires that specific deliveries of Propane not be odorized, Shipper shall furnish Carrier written instructions that such delivery or deliveries are not to be odorized. At the same time, Shipper shall furnish a certification that odorization is not required by any applicable law, rule or regulation or by applicable standards for prudent operation as to or in connection with the purposes and uses to be made of Shipper's propane.</p> <p>c. Shipper acknowledges and represents that it is knowledgeable about the chemical and physical properties and limitations, storage, use and handling of odorant and Propane, whether odorized or unodorized. Shipper further acknowledges that odorant can fade over a period of time or fade if subjected to certain metal or conditions of metal and may therefore be undetectable. Shipper represents and warrants it has provided its consignees such information and warnings as it believes necessary for proper and safe use of its Propane.</p> <p>d. Shipper shall defend, indemnify and hold Carrier harmless from all loss, cost, claims, damages, suits, liability and expense (including but not limited to costs and reasonable attorney's fees) arising out of or related to (1) Carrier's selection of ethyl mercaptan or other odorant; (2) Carrier's odorization of the Propane; (3) odorant fade after delivery to Shipper or its consignee; (4) inaccuracy of Shipper's certification required by paragraph b. above; (5) Shipper's choice or use of an odorant other than ethyl mercaptan in accordance with a. above; or (6) failure or alleged failure of Shipper or its consignee to handle unodorized propane delivered to them by Carrier in a prudent manner. This indemnification, as stated above, shall extend to all claims against Carrier for product liability, or breach of warranty or negligence of Carrier (with the exception of Carrier's failure to utilize ethyl mercaptan or other odorant mutually acceptable to Shipper and Carrier or Carrier's failure to inject at least the quantity of such odorant specified under the applicable National Fire Protection Association Code).</p>

**EXPLANATION OF ABBREVIATION AND REFERENCE MARKS**

ABBREVIATION OR REFERENCE MARK	EXPLANATION
A.S.T.M.	American Society for Testing Materials
A.P.I.	American Petroleum Institute
°	Degree
F	Fahrenheit
I.P.	The Institute of Petroleum
No.	Number
[W]	Change in wording only
[C]	Cancel
[I]	Increase
[D]	Decrease
[U]	Unchanged Rate