

**PANOLA PIPELINE COMPANY, LLC**

**LOCAL TARIFF**

**APPLYING ON**

**PETROLEUM PRODUCTS**

**AS SPECIFIED HEREIN BETWEEN POINTS WITHIN TEXAS**

**SUBJECT TO THE REGULATIONS NAMED HEREIN**

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

**EFFECTIVE:** October 2, 2012

**ISSUED AND COMPILED BY:**

Robins Varghese

Regulatory Affairs  
1100 Louisiana Street  
Houston, TX 77002-5227  
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## SECTION I: RATES

1. The rates published in this tariff are for transportation within the State of Texas, through Panola Pipeline Company, LLC's System, and such transportation is subject to the rules and regulations contained herein, and to all applicable rules, regulations and orders of the Railroad Commission of Texas and other governmental authorities having jurisdiction.
2. Rates are in cents per Barrel applying on Petroleum Products from the established receiving facilities to the established delivery facilities at points named below:

### Base Rates

<u>Origin</u>	<u>Destination</u>	<u>Rate</u>
[U] Unchanged Rate. Rates in Cents Per Barrel of 42 U.S. Gallons.		
DCP Midstream East Texas Plant (Carthage, Panola County, Texas)	Oneok and Enterprise Fractionators Mont Belvieu (Chambers County, Texas)	147.32
MarkWest Energy Carthage Plant (Carthage, Panola County, Texas)		
DCP Midstream Crossroads Plant (Carthage, Panola County, Texas)		
Turkey Creek Pipeline, LLC Panola County LPG System (Carthage, Panola County, Texas)		
(Lufkin, Angelina County, Texas)	Oneok and Enterprise Fractionators Mont Belvieu (Chambers County, Texas)	108.60
Panola Pipeline Company, LLC Seven Oaks Station (Polk County, Texas)	Oneok and Enterprise Fractionators Mont Belvieu (Chambers County, Texas)	81.36

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## SECTION I: RATES (Continued)

### Excess Capacity Rates\*

Origin	Destination	Rate
Rates in Cents Per Barrel of 42 U.S. Gallons.		
DCP Midstream East Texas Plant (Carthage, Panola County, Texas)	Oneok and Enterprise Fractionators Mont Belvieu (Chambers County, Texas)	189.32
MarkWest Energy Carthage Plant (Carthage, Panola County, Texas)		
DCP Midstream Crossroads Plant (Carthage, Panola County, Texas)		
Turkey Creek Pipeline, LLC Panola County LPG System (Carthage, Panola County, Texas)		
(Lufkin, Angelina County, Texas)	Oneok and Enterprise Fractionators Mont Belvieu (Chambers County, Texas)	150.60
Panola Pipeline Company, LLC's Seven Oaks Station (Polk County, Texas)	Oneok and Enterprise Fractionators Mont Belvieu (Chambers County, Texas)	123.36

**\*FOOTNOTE:**

TO THE EXTENT THAT IS PRACTICABLE, CARRIER WILL MAKE EXCESS CAPACITY AVAILABLE TO SHIPPERS AT THE EXCESS CAPACITY DEMETHANIZED MIX RATE, PURSUANT TO THE IMPLEMENTATION PROCEDURES DESCRIBED HEREUNDER, AND SUBJECT TO THE LIMITATIONS OF THESE TERMS AND CONDITIONS AS WELL AS THE GENERAL RULES AND REGULATIONS OF THIS TARIFF. SHIPPERS ARE CAUTIONED THAT CARRIER CAN MAKE NO ASSURANCES AS TO HOW MUCH CAPACITY, IF ANY, WILL BE AVAILABLE UNDER THIS TARIFF IN ANY PARTICULAR MONTH.

**\*Implementation:**

Carrier shall first make capacity available to Shippers up to the optimal level through the nomination process described in the Item 5. If Carrier makes capacity available to Shippers under this tariff, then Shippers will be notified of the availability of such capacity and to submit nominations for volume under this tariff within the time specified in Carrier's notification. If Carrier receives nominations for an amount that exceeds the available capacity in the month in question, the available capacity shall be allocated among the Shippers submitting nominations under this tariff on a pro rata basis based upon the total of the nominations submitted. The allocation process will not take into account prior shipment history of a Shipper on the pipeline. Any Shipper who submits a nomination under this tariff and thereafter fails to deliver Product in the volume of its nomination will, absent justification acceptable to Carrier in its sole and absolute discretion, be prohibited from submitting a nomination under this tariff in the next succeeding month. Shipments of Product by a Shipper pursuant to this tariff shall not be included in the calculation of the Shipment History of a Shipper.

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## SECTION II: PRODUCT SPECIFICATIONS

1. Carrier will receive only Petroleum Products for transportation under this tariff. Petroleum Products must be tendered for transportation in volumetric Barrels. The composite stream consists of a mixture of Petroleum Products subject to contaminate restriction and product parameters in paragraph 2 of Section II.
2. Contaminant restrictions and product parameters.

The specification defines only a basic purity for this product. This product is to be free of any contamination that might render the product unusable for its commonly used applications. Specific contaminants (but not limited to) are caustics, chlorides, oxygenates, heavy metals, glycol, and inorganic gases.

<u>Contaminant</u>	<u>Test Method</u>	<u>Units (Maximums)</u>
Carbon Dioxide	GPA 2165 and	1,000 ppm by weight
Color Saybolt Number* See note - 2	ASTM D 156	+25 Min.
Methane		* See note - 1
Distillation End Point@ 14.7 psia, Degree F* See note - 2	ATSM D216	375 Degrees Max.
Aromatics		10.0% (liq. vol.)
Olefins		1.0% (liq. vol.)
Corrosiveness -		
Copper Strip	ASTM D1838	1B
Total Sulphur	ASTM D2784	150 ppm by weight in liquid
Hydrogen Sulfide	GPA 2377	Pass
Halide	UOP 619	1.0 ppm by weight

### Notes

1. Methane maximum is 0.50 LV% of the total stream or 1.50 LV% of the ethane content, which ever is greater. (Based on absolute density, lbm/gal of methane, published in GPA - 2145)
2. Distillation and color to be run on that portion of the mixture having a boiling point of 70°F and above at atmospheric pressure.

Product shall be commercially free from sand, dust, gums, gum-producing substances, oil, glycol, inhibitors, amine, 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's property or the property of third parties, or may interfere with its transmission through the pipeline.

<u>Product Parameters</u>	<u>Test Method</u>	<u>Units (Maximums)</u>
Dryness		No free water
Vapor Pressure	GPA 2140 and GPA 2145	400 psi (composite blend @85°F)
Temperature	<b>RECEIVED RRC OF TEXAS</b>	120° Fahrenheit

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## SECTION II: PRODUCT SPECIFICATIONS (Continued)

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Where GPA, ASTM or API publications are referenced in this tariff, the reference applies to the publication as it may be amended from time to time. Methane in excess of limits stated herein shall be considered as contaminant and product so contaminated shall not be received by Carrier. However, it is recognized that product so contaminated may be tendered to Carrier without Carrier's knowledge. During any period in which Shipper's product exceeds the specification, the methane content in excess of the specification will be deducted from Shipper's delivered volume of methane.

1. Shipper shall perform applicable tests to insure that the stream delivered to Carrier's pipeline conforms to Carrier's specifications. Should spot samples, analyses, or any other test (including tests performed by Carrier) indicate that the stream delivered does not meet the specifications required by Carrier, Shipper agrees, either voluntarily or upon notification by Carrier, to stop delivery of such off specification stream to Carrier until such time as it is determined by additional testing that the stream meets the definition of Petroleum Products issued by Carrier. Shipper shall indemnify and save Carrier harmless from any loss sustained by other Shippers or by Carrier by reason of contamination or damage to other Petroleum Products in Carrier's custody, or by reason of damage to Carrier's pipeline or associated facilities caused by failure of the materials accepted for transportation to meet specifications issued by Carrier.
2. Upon request by Carrier, Shipper shall furnish a certificate from an independent petroleum laboratory certifying the results of the appropriate tests of the Petroleum Products tendered for transportation demonstrating that they meet the product specifications contained herein.
3. Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's Product specifications or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities.
4. If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that has contaminated the common fungible stream, rendering all or a portion of the fungible Product stream undeliverable, Carrier reserves the right to treat or otherwise dispose of all contaminated Product in any reasonable commercial manner at Shippers sole expense.
5. On Product received by Carrier that does not meet product deliverability requirements, Carrier reserves the right to charge an additional 100 cents per Barrel penalty fee and the right to treat, handle or otherwise dispose of all off-spec Product in any reasonable commercial manner at Shippers sole expense.
6. Petroleum Products having a vapor pressure of less than twelve (12) psia will not be accepted for shipment hereunder. Carrier reserves the right to accept limited volumes of high vapor pressure material for shipment hereunder provided the composite stream transported in Carrier's pipeline does not exceed four hundred (400) psia at eight-five (85<sup>0</sup>) degrees Fahrenheit. Such limitations will be based upon Shipper's pro rata share of volumes shipped

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## SECTION III: RULES AND REGULATIONS

### ITEM 1 - Abbreviations and Definitions

API	American Petroleum Institute.
ASTM	American Society for Testing Materials.
Barrel	A volume of forty-two (42) gallons or 9,702 cubic inches United States measurement at sixty degrees (60°) Fahrenheit.
Carrier	Panola Pipeline Company, LLC
Component(s)	The individual hydrocarbon constituents of methane, ethane, propane, isobutane, normal butane, isopentane, normal pentane, hexanes and other heavier hydrocarbons.
Component Imbalance	For each Component for any month, the product resulting from multiplying the Component Quantity for such month by the Imbalance Factor for such month.
Component Quantity	For each Component for any month, the quantity, in gallons, of such Component present in the Gross Imbalance Quantity for such month.
Component Settlement Price	For each Component for any month, the price per gallon for such Component present in the Gross Imbalance Quantity for such month using the monthly average of all price quotes published in Oil Price Information Service for "Mont Belvieu Spot Gas Liquids Prices" for such month other than price quotes for Enterprise TE.
Consignee	The party, including a connecting pipeline system, to whom Shipper has ordered delivery of Petroleum Products.
Delivery	The transfer from Carrier at destination to Consignee.
GPA	Gas Processors Association.
Gross Imbalance Quantity	For any month, Receipt volume for such month minus the Delivery volume for such month.
Historical Volume	The total of Shipper's Historical Volume for all Shippers.
Imbalance Factor	For any month, the Net Imbalance Quantity for such month divided by the absolute value of the Gross Imbalance Quantity for such month.
In Line Inventory	The Mix in Carrier's custody following Receipt in the pipeline and before Delivery to the Consignee.
Liq. Vol.	Liquid Volume
Mix	Mixture of Components.

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**ITEM 1 - Abbreviations and Definitions** (continued)

Monthly Imbalance	For any month, the sum of each product (both positive and negative) resulting from multiplying each Component Imbalance for such month times the corresponding Component Settlement Price for such month; provided, however, with respect to any month for which the absolute value of the Gross Imbalance Quantity for such month is less than or equal to the product of one quarter of one percent (.25%) times the Receipt volume for such month, then the Monthly Imbalance for such month shall be zero.
Net Imbalance Quantity	For any month, the absolute value of the Gross Imbalance Quantity for such month minus the product resulting from multiplying: (X) one quarter of one percent (0.25%) times (Y) the Receipt volume for such month.
Net Volume	Component volume calculated to 60° Fahrenheit in accordance with GPA Standard 8173.
Petroleum Products	A Mix recovered from natural gas processing plants as from time to time defined by GPA Standard and meeting specifications set forth in Section II.2 above.
ppm	Parts per million.
psia	Pounds per square inch absolute.
Receipt	The transfer from Shipper at origin to Carrier.
Shipper(s)	The party or parties who enters into an agreement with Carrier for the transportation of Petroleum Products under the terms and conditions of this tariff.
Shipper's Historical Volume	As defined in Section III,5.b below

**ITEM 2 - Storage Facilities**

Carrier does not furnish storage facilities or services at receiving point(s) or delivery point(s). Petroleum Products will be accepted for transportation only when Shipper and Consignee have provided equipment and facilities satisfactory to Carrier for receiving same without delay at point(s) of destination from Carrier.

**ITEM 3 - Maintenance of Identity**

- Petroleum Products, which are accepted for transportation, are subject to changes in quality while in transit. Delivery shall be made to Consignee out of common stock in Carrier's pipeline at point of delivery.
- Carrier may inject a corrosion inhibitor compound in the Petroleum Products to be transported, and Shipper and Consignee will accept delivery at destination containing portions of a corrosion inhibitor. The corrosion inhibitor so injected shall not be in quantities or contain chemicals that would cause the Petroleum Products delivered to Consignee to fail in meeting the specifications set forth in Section II.2 of this tariff.
- Carrier will assume no liability for discoloration, contamination, or deterioration of Petroleum Products transported unless resulting from negligence of the Carrier.

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## ITEM 4 - Metering, Testing, Sampling and Deduction

- All shipments tendered to Carrier for transportation and deliveries made by Carrier shall be measured by Carrier's representative prior to, or at the time of, receipt from Shipper. Shipper shall, at all times, have the privilege of being present or represented during testing or measuring of their respective volumes. All measurements shall be made in accordance with the API Manual of Petroleum Measurement Standards. Quantities received or delivered shall be calculated in accordance with GPA Standard 8173. Monthly Imbalances will be determined by utilizing monthly meter information to calculate Gross Imbalance Quantity. If the sum of all Monthly Imbalances for the twelve (12) month period ending on December 31 of each year yields a positive result, then Carrier shall pay Shipper(s), an amount of money equal to the sum of such Monthly Imbalances, within thirty (30) days after such date. If the sum of all Monthly Imbalances for the twelve (12) month period ending on December 31 of each year yields a negative result, then Shipper(s) shall pay to Carrier, an amount of money equal to the absolute value of the sum of such Monthly Imbalances, within thirty (30) days after such date.
- A composite sample of Mix will be collected in a floating piston cylinder at each custody transfer point on the system. The sample grabs will be in proportion to the mass flow rate. Sampling will be in accordance with the API Manual of Petroleum Measurement Standards (API-MPMS) and GPA Standard 2174. At the end of each sample period and at least monthly, this composite sample will be analyzed by gas chromatography at a laboratory selected by Carrier.
- The composite samples from each receipt point will be kept until the 20th of each month. Sample analysis reports will be forwarded by the laboratory to all interested parties. It will be the responsibility of each recipient to examine the analysis and promptly advise the Carrier of any questions no later than the 19th of the month so that arrangements can be made for additional sample retainage time and sample testing.
- The analysis of composite samples shall be by gas chromatography in accordance with the principles outlined in GPA Standard 2177 "Analysis of Demethanized Hydrocarbon Liquid Mixtures Containing Nitrogen and Carbon Dioxide by Gas Chromatography" and GPA Standard 2165 "Standard for Analysis of Natural Gas Liquids Mixtures by Gas Chromatography." The laboratory will handle the composite samples in accordance with GPA Standard 2174. The laboratory will be responsible for thoroughly mixing and agitating the sample before beginning analysis.
- In case the sample analysis is suspect, plant operations will be reviewed to determine if plant operating procedures changed during sampling period. If no operating changes are evident and if there is no other assignable cause for the suspect analysis, then the last two months of acceptable analysis will be averaged and used for the current month's business.
- The sample analysis report will include molecular, volume, and weight percent value for the following Components:

N2	Nitrogen	IC4	Isobutane
CO2	Carbon Dioxide	NC4	Normal Butane
C1	Methane	IC5	Iso Pentane
C2	Ethane	NC5	Normal Pentane
C3	Propane	C6+	Hexanes Plus

- This report will also include the molecular weight and characterized specific gravity of the C6+ fraction.
- A volume deduction equal to the volume of water and other contaminants present in any Petroleum Products tendered for transportation will be made as appropriate.
- Metering pressure will be sufficiently above the stream bubble point as to insure the Petroleum Products remain completely in the liquid phase.

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## ITEM 5 - Proration of Pipe Line Capacity

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When the total volume tendered for shipment by all Shippers is greater than can be transported within the period and between the locations specified by such tenders, Petroleum Products tendered by each Shipper for transportation will be transported between such locations in such quantities, at such times and to the limit of Carrier's operating capacity to avoid discrimination (unreasonable performance or prejudice) among Shippers, and so not to adversely affect the reasonable operation of Carrier's facilities.

- Each Shipper will provide to Carrier by the twenty-fifth (25th) of the month a forecast by plant of the volume of each Component to be tendered for delivery during the following month.
- Allocation of capacity will be based on each Shipper's Historical Volume. The Shipper's Historical Volume is the total receipt from the Shipper during the last twelve complete months prior to the month before the calendar month during which capacity will be prorated. During periods of proration, space will be allocated to each Shipper in the respective proportion of the Shipper's Historical Volume to the total Historical Volume of all Shippers connected to the pipeline.
- Allocations will be given as an average daily volume and will be calculated for the calendar month. Allocated space that is not used will be allocated among the other Shippers.
- Any new Shipper that begins deliveries during periods of allocation and receives less than two hundred (200) barrels per day of allocation will be given capacity to handle the Shipper's production or two hundred (200) barrels per day whichever is less. A maximum of five percent (5%) of the capacity of the pipeline will be allocated to this class of Shipper. If the total aggregate volume from this class exceeds five percent (5%) of the capacity of the pipeline, each new Shipper will receive an equal portion of the five (5%) capacity so allocated.
- The space allowed to Shippers under the above will be deducted from the pipeline capacity prior to applying the allocation to the other Shippers delivery to the pipeline.
- To penalize inflation of Shippers' nominations, a Shipper's space allocation for the next period of proration will be reduced by the amount of an allocated throughput not shipped in the preceding month.

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## ITEM 6 - Liens and Title

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Carrier shall have the right to reject any Petroleum Products when tendered for transportation which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind. If Carrier has a reasonable basis to believe that such a situation exists, it will require of the Shipper satisfactory evidence of this perfect and unencumbered title or satisfactory indemnity to protect Carrier against any and all loss resulting from transporting Petroleum Products involved in litigation.

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## ITEM 7 - Liability of Carrier

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Carrier, while in possession of the Petroleum Products herein described, shall not be liable for any loss, damages or delay caused by acts of God, acts of public enemy, wars, blockages, insurrections, strikes or differences with workers, riots, disorders, epidemic quarantines, landslides, lightning, earthquake, fires, storms, floods, washouts, civil disturbances, explosions, sabotage, authority of the law or of public order, or act of default of Shippers or for any other cause not due to sole negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In the case of loss of any Petroleum Products from any such causes, Shipper shall bear the loss in such proportion as the amount of its Petroleum Products is to the volumes of all the Petroleum Products then in custody of Carrier for shipment via the pipeline or other facilities in which the loss or damage occurs, and the Shipper shall be entitled to have delivered only such portion of its shipment as may remain after deduction of its due proportion of such loss, but in such events, Shipper shall be required to pay transportation charges only on the quantity of Petroleum Products actually delivered. ~~[C]CARRIER SHALL IN NO EVENT HAVE ANY LIABILITY TO SHIPPER FOR COMPENSATORY, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES REGARDLESS OF HOW ANY LOSS OR DAMAGE OCCURS INCLUDING LOSS OR DAMAGE DUE TO CARRIER'S SOLE, JOINT OR COMPARATIVE NEGLIGENCE, AND SHIPPER AGREES TO RELEASE, INDEMNIFY, DEFEND AND SAVE HARMLESS CARRIER FROM ANY SUCH DAMAGES.~~

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## ITEM 8 - Deliveries, Component Balancing and Tenders

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- Carrier will transport Petroleum Products, as defined herein, with reasonable diligence considering the quality of the Petroleum Products, the distance of transportation and other material elements.
- Carrier will deliver a volume of Mix to the Consignee equal to the Net Volume of Receipts less adjustments provided herein.
- Carrier may require Shippers to submit written tenders in volumetric barrels and notice of its Consignee and point of delivery of its Petroleum Products by the twenty-fifth (25th) day of the month preceding the month of shipment.
- Each Shipper will be required to furnish his pro rata share of In Line Inventory. New Shippers will be required to deliver a Net Volume of Mix equal to their pro rata share of the In Line Inventory before any deliveries will be made.
- Carrier will furnish, by the tenth (10th ) working day subsequent to the month of delivery to each Shipper, a monthly statement of (1) Component volumes of Mix received by Carrier for the account of that Shipper, (2) Component volumes of Mix delivered for Shipper's account to each Consignee, and (3) volumes by Component in inventory.
- Monthly Imbalances will be determined by utilizing gas chromatography analysis of composite sample(s) to calculate Component Imbalances. If the sum of all Monthly Imbalances for the twelve (12) month period ending on December 31 of each year yields a positive result, then Carrier shall pay Shipper(s), an amount of money equal to the sum of such Monthly Imbalances, within thirty (30) days after such date. If the sum of all Monthly Imbalances for the twelve (12) month period ending on December 31 of each year yields a negative result, then Shipper(s) shall pay to Carrier, an amount of money equal to the absolute value of the sum of such Monthly Imbalances, within thirty (30) days after such date.

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## ITEM 9 - Payment of Transportation and Other Charges

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Shipper shall pay Carrier the rate specified for transportation and other lawful charges including, but in no way limited to penalties accruing on Petroleum Products tendered and accepted for shipment based on delivery volumes, and if required, shall pay same before delivery. Carrier shall have a lien on all Petroleum Products in its possession to cover charges for transportation, and other lawful charges, and may withhold delivery of Petroleum Products until said charges are paid. Payment must be made by Shipper to Carrier, within ten (10) days of invoice. Carrier may require that all payments to Carrier for services pertaining to the transportation of Products be wire transferred in accordance with the instructions on the Carrier's invoice to Shipper. In the event Carrier determines that the financial condition of a Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines it is necessary to obtain security from a Shipper, Carrier, upon notice to Shipper, will require any of the following prior to Carrier's delivery of Shipper's Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Products:

1. Prepayment of all charges by wire transfer and shall be held by the Carrier without interest accruing thereon until credited to Shipper,
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.

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### ITEM 10 - Notice of Claims

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Notice of claims for loss, damage or delay in connection with a shipment of Petroleum Products must be in writing to the Carrier within ninety-one (91) days after a reasonable time for delivery shall have elapsed. Suit shall be instituted against Carrier only within two (2) years and one (1) day from the day that noticed is given in writing by the Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice.

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### ITEM 11 - Application of Rates

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Transportation and all other lawful charges accruing on products accepted for transportation shall be assessed by the Carrier at the rate in effect at the date of delivery to destination. Transportation charges will be billed on the basis of net volume delivered. For Petroleum Products accepted for transportation from any point on Carrier's pipeline not named in this tariff, Carrier will apply the rate published herein for the next more distant point specified in this tariff.

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### ITEM 12 - Delivery at Destinations

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Upon arrival at destination, the Petroleum Products will be delivered to Consignee through the facilities provided by the Consignee. The Consignee shall receive from Carrier's line without delay the Petroleum Products which have been transported to the destination point for its account. If Shipper or Consignee is unable or refuses to receive said Petroleum Products as it arrives at destination, the Carrier reserves the right to make whatever arrangements for disposition of the Petroleum Products it deems appropriate to clear its pipeline. Any additional expenses incurred by the Carrier in making such arrangements shall be borne by Shipper or Consignee.

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### ITEM 13 - Connection Agreement Required

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Separate connection agreements in accordance with this tariff and these regulations covering further details may be required of the proposed Shipper before any duty of transportation shall arise. These connection agreements may include information relating to current and future design requirements of the pipeline system.

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### ITEM 14 - Charge for Spill Compensation

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In addition to the transportation charges and all other charges accruing on Petroleum Products accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against the Carrier in connection with such Petroleum Products, pursuant to any Federal, State, or local act or regulation which levies a tax, fee, other charge, on the Receipt, Delivery, transfer or transportation of such Petroleum Products within their jurisdiction for the purpose of creating a fund for the prevention, containment, cleanup and/or removal of spills and/or the reimbursement of persons sustaining loss there from.

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## SECTION IV: EXPLANATION OF REFERENCE MARKS

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[N]	New
[U]	Unchanged Rate

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