

# **SouthTex 66 Pipeline Company, LTD.**

**Applying on**

## **Crude Butadiene**

<b>From</b>	<b>To</b>	<b>Rate in Cents Per Barrel of 42 U.S. Gallons</b>
<b>Clemens, Brazoria County, Texas</b>	<b>Webster Junction, Harris County, Texas</b>	<b>[D] 56.40</b>

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

The rates named in this tariff are for the intrastate transportation of Crude Butadiene by pipe line to the points named herein.

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

**Issued May 28, 2010**

**Effective July 1, 2010**

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RRC OF TEXAS

MAY 28 2010

SAFETY DIVISION  
AUSTIN, TEXAS

Issued By  
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**GENERAL RULES AND REGULATIONS**

Carrier will receive Crude Butadiene for transportation from the named origin to the named destination under the following conditions:

Item No.	Subject	RULES AND REGULATIONS
5	"Carrier" "Barrel" Defined	"Carrier", as used in these rules and regulations, means and refers to SouthTex 66 Pipeline Company, Ltd. "Barrel", as used in these rules and regulations, means forty-two (42) United States gallons.
10	Minimum Tender	Crude Butadiene of the required specifications shall be tendered for transportation in quantities of not less than 5,000 barrels from one consignor, consigned to one consignee.
15	Identity of Shipment	Carrier will use due diligence to transport Crude Butadiene to destination with a minimum amount of contamination, but Carrier will not be liable for discoloration, contamination or deterioration of Crude Butadiene transported unless such discoloration, contamination or deterioration is caused by negligence of Carrier. Crude Butadiene tendered for shipment will be the same kind and quality as Crude Butadiene being transported by Carrier and the transportation of such Crude Butadiene will not result in any damage to the quality or characteristics of other shipments.
20	Origin and Destination Facilities	Crude Butadiene will be accepted for transportation only when the Shipper has 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.
25	Acceptance Free From Liens and Charges	Crude Butadiene will be accepted for transportation only when free from all liens and charges.
30	Gauging, Deductions and Temperature Corrections	Prior to receipt, Crude Butadiene shall be tested, gauged or metered by a representative of Carrier. Crude Butadiene 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). Crude Butadiene 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.
35	Liability of Carrier	While in possession of the Crude Butadiene 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 Crude Butadiene transported, unless such discoloration, contamination, or deterioration results from the negligence of the Carrier.
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 of transportation shall arise.

**GENERAL RULES AND REGULATIONS (Continued)**

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45	Claims Time for Filing	As a condition of precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after delivery of the Crude Butadiene or in case of 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 is given in writing by Carrier to the claimant that Carrier has disallowed the claim or any part of 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 Carrier will not be liable.																																										
50	Payment of Transportation and Other Charges	The transportation and all other charges accruing on Crude Butadiene accepted for shipment based on the rate applicable to the terminal point, if required by Carrier, will be paid before release of Crude Butadiene from the custody of the Carrier, or if required by Carrier, will be prepaid at point of origin. Crude Butadiene accepted for such transportation shall be subject to a lien for all lawful charges.																																										
55	Apportionment When Tenders Exceed Capacity	When there is tendered to Carrier, for transportation, a quantity of Crude Butadiene 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.																																										
60	Services Performed	The rates published in this tariff cover only the transportation of Crude Butadiene by pipeline and include no other services.																																										
65	Application Of Intermediate Rates	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.																																										
70	Specifications	<table border="0"> <thead> <tr> <th><u>Component</u></th> <th><u>Specification</u></th> <th><u>Method</u></th> </tr> </thead> <tbody> <tr> <td>1,3 Butadiene</td> <td>50.0 MIN</td> <td>Gas Chromatography</td> </tr> <tr> <td>C3's &amp; Lighter LV%</td> <td>2.5 MAX</td> <td>Gas Chromatography</td> </tr> <tr> <td>Butanes, Total LV%</td> <td>25.0 MAX</td> <td>Gas Chromatography</td> </tr> <tr> <td>C5's &amp; Heavier LV%</td> <td>1.5 MAX</td> <td>Gas Chromatography</td> </tr> <tr> <td>Total Acetylene (calculated as Methylacetylene) LV%</td> <td>2.0 MAX</td> <td>Gas Chromatography</td> </tr> <tr> <td>Propadiene plus, M-Acetylene, LV%</td> <td>1.0 MAX</td> <td>Gas Chromatography</td> </tr> <tr> <td>Oxygen in Vapor Space, LV%</td> <td>0.3 MAX</td> <td>Teledyne</td> </tr> <tr> <td>Sulfur ppmW</td> <td>15 MAX</td> <td>ASTM D-3120</td> </tr> <tr> <td>Carbonyls ppmW</td> <td>500 MAX</td> <td>ASTM D-1089</td> </tr> <tr> <td>TBC (Inhibitor) ppmW</td> <td>50-100 MAX</td> <td>PPC (Phillips) 6313-EA</td> </tr> <tr> <td>NVM @ 30 ° C, ppmWt</td> <td>2000 MAX</td> <td></td> </tr> <tr> <td>Chlorides, ppmWt</td> <td>10 MAX</td> <td></td> </tr> <tr> <td>Peroxides</td> <td>5 MAX</td> <td></td> </tr> </tbody> </table> <p>Carrier reserves the right to refuse Crude Butadiene not meeting the specifications as defined above.</p>	<u>Component</u>	<u>Specification</u>	<u>Method</u>	1,3 Butadiene	50.0 MIN	Gas Chromatography	C3's & Lighter LV%	2.5 MAX	Gas Chromatography	Butanes, Total LV%	25.0 MAX	Gas Chromatography	C5's & Heavier LV%	1.5 MAX	Gas Chromatography	Total Acetylene (calculated as Methylacetylene) LV%	2.0 MAX	Gas Chromatography	Propadiene plus, M-Acetylene, LV%	1.0 MAX	Gas Chromatography	Oxygen in Vapor Space, LV%	0.3 MAX	Teledyne	Sulfur ppmW	15 MAX	ASTM D-3120	Carbonyls ppmW	500 MAX	ASTM D-1089	TBC (Inhibitor) ppmW	50-100 MAX	PPC (Phillips) 6313-EA	NVM @ 30 ° C, ppmWt	2000 MAX		Chlorides, ppmWt	10 MAX		Peroxides	5 MAX	
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75	Non Compliance	Carrier reserves the right to reject to reject shipments from any Shipper who fails to comply with any requirements set out in this tariff.																																										

**GENERAL RULES AND REGULATIONS (Concluded)**

**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
[I]	Increase
[D]	Decrease
[U]	Unchanged Rate
[W]	Change in wording only
[C]	Cancel