

WILLIAMS OLEFINS FEEDSTOCK PIPELINES, L.L.C.
Pipe 820

TO ALL CONCERNED:

Effective January 1, 2017, the trunk rate on the System will be as follows:

<u>FROM</u>	<u>TO</u>	<u>CENTS/BBL</u>
Lyondell Houston Refinery (Harris Co., TX)	Lyondell Chemical Company Channelview (Harris Co.), TX	1.22

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RULES AND REGULATIONS

GAS SERVICES DIVISION
AUSTIN, TEXAS

RULE 1 — DEFINITIONS — "Carrier" means and refers to Williams Olefins Feedstock Pipelines, L.L.C. "Product" as used herein means and is limited to Product that meets the specification as defined in Rule 8. "Shipper" means the party who contracts with Carrier for transportation of Product. "Consignee" means the party to whom a Shipper has ordered the delivery of Product. "Barrel" or "BBL" shall mean forty-two U.S. gallons.

RULE 2 — COMMODITY — Carrier is engaged in the transportation of Product by pipeline and will not accept any other commodity under this tariff. Product will be accepted for transportation only at such time as Product is of the same quality and specifications as defined in Rule 8 herein.

RULE 3 — TENDERS — Tenders will be accepted for the same kind and quality of product. Carrier may, at its option for its convenience, transport such commodity by intermittent pumpings.

- a) Product will be transported, only under a tender accepted by the carrier from facilities connected to carrier's system when a tariff covering the movement is lawfully in effect.
- b) Any shipper desiring to tender Product for transportation shall make such tender to the carrier in writing on or before the 25th day of the month preceding the month during which the transportation under the tender is to begin; except that if space is available for current movement, a shipper may tender Product for transportation at a later date.

RULE 4 — RECEIPT, DELIVERY AND LEGALITY OF SHIPMENTS TENDERED. — Product tendered for shipment will be received into the pipelines of Carrier only under the conditions that:

- a) Shipper has provided adequate pumping equipment and facilities to Carrier for injecting Product into Carrier's pipeline at a pumping rate satisfactory to Carrier; and
- b) Product tendered for shipment are of the same kind and quality as that being transported by Carrier and the transportation of such Product would result in no damage to the quality or characteristics of other shipments; and
- c) The Shipper or Consignee has provided adequate facilities for receiving the shipment as it arrives at destination; and
- d) Shipper and Consignee have complied with all applicable laws, rules and regulations made by any government authorities regulating the shipment of Product.

RULE 5 — IDENTITY OF PRODUCT — Carrier will use its best efforts to maintain identity of individual shipments of Product. However, in view of the impracticability of maintaining the exact identity of shipments at all times, the Carrier reserves the right at any time to substitute and deliver a product of the kind and quality comparable to the Product shipped. Carrier will not be liable for discoloration, contamination or deterioration of Product in transit as may result from normal pipeline operations.

RULE 6— DETERMINATION OF QUANTITIES AND QUALITY OF PRODUCT — Carrier shall provide meter for custody transfer of commodity on both receipts and deliveries. Connections will be provided for sample accumulation for quality analysis. Carrier will not be responsible for quality. Sample container changing and quality analysis shall be the responsibility of the Shipper.

RULE 7 — APPORTIONMENT WHEN CURRENT OFFERINGS ARE IN EXCESS OF FACILITIES — When pursuant to tenders hereunder, there shall be offered to Carrier more Product than can be immediately transported, the transportation shall be apportioned among all shippers in proportion to the rate at which deliveries are currently available for shipment under tenders then in effect.

RULE 8 — SPECIFICATIONS — Carrier offers transportation of Product only when it meets the following specifications:

**WILLIAMS MIDSTREAM NATURAL GAS LIQUIDS
SPECIFICATIONS
820 Pipeline**

	<u>Specification Point⁴</u>	<u>Test Method³</u>	<u>Specification</u>
(1)	Composition (Flex)	GPA 2177 ASTM D-2163	Flex
(2)	<u>Free water:</u>	Inspection	None
(3)	<u>API Gravity:</u>	ASTM D-287 ASTM D-4052	40 minimum
(4)	<u>Product Temperature²:</u>	Inspection	40° F Minimum 120° F Maximum
(5)	<u>Corrosiveness: Copper Strip at 100°F</u>	ASTM D-1838	No. 1A or1B
(6)	<u>Total Sulfur, ppmw:</u>	ASTM D-6667	1000 Maximum
(7)	<u>Hydrogen Sulfide¹, ppmw:</u>	ASTM D-2420	0.5 Maximum

CONTAMINANTS: The specification defines only the basic purity for this product. The product is to be free of any contamination that might render the product unusable for its commonly used applications. Specific contaminants include (but are not limited to) dirt, rust, scale, and all other types of solid contaminants, asphaltenes, caustic, amines, chlorides, heavy metals, oxygenates, inerts and any component added to the product to enhance the ability to meet the specifications. Contaminants shall also not cause buildup inside of pipe impeding flow.

1. Hydrogen sulfide and other corrosive agents shall be kept low so that pipeline corrosion as measured by corrosion coupon is less than 1.0 mil per year.
2. Product temperature as indicated on an instantaneous basis, not TWA or daily average.
3. Test method shall be latest issue.
4. Lyondell shall be responsible for performing all tests using test method above or equivalent.

RULE 9 — Title - The act of delivering Product to Carrier for transportation shall constitute a warranty by Shipper that Shipper or Consignee has unencumbered title thereto and that the same was produced in accordance with law. Acceptance by Carrier shall not be deemed as a representation by Carrier of title.

RULE 10 — LIABILITY OF CARRIER — Carrier shall not be liable for any loss of Product herein described, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of the Shipper or Consignee or from any other cause not due to the negligence of Carrier; in case of losses from such causes, other than negligence of Carrier, losses shall be charged proportionately to each shipment in ratio that such shipment, or portion thereof, received and undelivered at the time 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 line or other facilities in which the loss or damage occurs; the Consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid and shall be required to pay transportation charges only on the quantity delivered.

RULE 11 — PAYMENT OF CHARGES — Carrier shall have a lien on all Product to cover charges for transportation, including demurrage, and may withhold delivery of Product until said charges are paid. Carrier may require a Shipper or Consignee to prepay said charges.

RULE 12 — TIME LIMITATIONS OF CLAIMS — As a condition precedent to recovery of loss, damage or delay, claims must be filed in writing with the originating or delivering Carrier within nine months and one day after delivery of the property, or in case of failure to make delivery then within nine months and one day after a reasonable time for delivery has elapsed; and suits shall be instituted against the Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

RULE 13 — QUANTITIES DELIVERABLE --The quantity of Product deliverable at destination shall be the quantity received at origin, less shrinkage, evaporation or other loss in transit, including leaks and breaks, resulting from any cause other than negligence on the part of Carrier.

RULE 14 — RATES APPLICABLE FROM AND TO INTERMEDIATE POINTS —Product received from a point on Carrier's line that is not named in this tariff, but which point is intermediate to a point from which rates are published In this tariff, will be assessed the rate in effect from the next more distant published in this tariff,

Issued by:

/s/ Lance Hix

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