

Texas Intrastate No. 56

(Cancels Texas Intrastate No. 55)

CHAPARRAL PIPELINE COMPANY, LLC

LOCAL PIPELINE TARIFF

RULES, REGULATIONS, AND RATES

APPLYING ON

THE INTRASTATE TRANSPORTATION WITHIN THE STATE OF TEXAS

OF

LIQUID HYDROCARBON PRODUCTS

TRANSPORTED BY PIPELINE

FROM AND TO POINTS NAMED HEREIN

GENERAL APPLICATION

The rates in this tariff are expressed in cents per Barrel of 42 U.S. Gallons and are subject to change as provided by law, and to the Rules and Regulations published herein, supplements hereto and reissues hereof.

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

Operated by Enterprise Products Operating, LLC (P-5#253368) under T-4 Permit No. 00561

Effective November 1, 2016

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GAS SERVICES DIVISION
AUSTIN, TEXAS

GENERAL RULES & REGULATIONS

ITEM NO. 1

Definitions

As used herein and in other tariffs subject to these Rules and Regulations:

SECTION A

Applicable to all Shippers.

Barrel

Means forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

Carrier

Means Chaparral Pipeline Company, LLC.

Gallon

Means a U.S. Gallon of 231 cubic inches at sixty degrees (60°) Fahrenheit and equilibrium vapor pressure.

In Line Inventory

Means the Liquid Hydrocarbon Products in Carrier's custody following receipt in the pipeline and before delivery to the destination.

Liquid Hydrocarbon Product(s) or Product(s)

Means any or all of the below, accepted for transportation meeting the specifications of Carrier:

- (1) Ethane
- (2) Propane
- (3) Butane
- (4) Iso-Butane
- (5) Normal Butane
- (6) Natural Gasoline
- (7) Demethanized Mix
- (8) NGL(s)

Shipper

Means the party or parties, including Committed Shipper, for whom transportation services are provided under the terms of this tariff.

SECTION B

Applicable only to Committed Shippers.

Committed Shipper

Means any Shipper that has committed to pay for the shipment of a specified volume of NGLs from one or more Selected Delivery Points pursuant to a TSA with Carrier on the Expansion.

Existing Shipper

Means an entity that has shipped NGLs in the Pipeline during the Base Period, excluding any Committed Shipper to the extent of its Volume Commitment.

Expansion

Means the modification to the existing facilities of the Carrier that resulted in approximately thirteen thousand (13,000) barrels per day ("bpd") of increased capacity, of which approximately eleven thousand, four hundred and twenty (11,420) bpd is to be reserved for use primarily by Committed Shippers.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 1 (Continued)

Month	Means the period commencing on the in-service date of the Expansion and ending on the last day of the calendar month in which the Expansion in-service date falls and each successive calendar month thereafter.
Monthly Deficiency Payment	Means payments to be made to Carrier by a Committed Shipper as determined in accordance with the TSA of such Committed Shipper.
Selected Delivery Point	Means a delivery point selected by a Committed Shipper identified in the TSA of such Committed Shipper.
Shipment History	Means the volume of NGLs shipped in the pipeline by an Existing Shipper during the Base Period.
TSA	Means a Transportation Service Agreement executed by a Committed Shipper and Carrier.
Volume Commitment	Means the volume of NGLs that a Committed Shipper has guaranteed to ship on the Pipeline from a Selected Delivery Point.

ITEM NO. 5

Receipt Specifications

Liquid Hydrocarbon Products accepted for transportation under these Rules and Regulations shall be delivered to the origin by Shipper and shall meet all specifications required by Chaparral Product Specifications for Liquid Hydrocarbon Products dated June 1, 2010. Copies of this specification will be provided upon request from the tariff compiler referenced on the title page of this tariff. Carrier reserves the right to commingle all Liquid Hydrocarbon Products of Shipper with those of others and the right to substitute and deliver Liquid Hydrocarbon Products of the same specifications.

Receipts from Shipper shall be at pressures, pumping rates, and temperatures required by Carrier.

Shipper shall be responsible for maintaining the quality of Liquid Hydrocarbon Products at the origin, and shall perform applicable tests to insure that the stream conforms to Carrier's specifications. Should spot samples, and analyses, or any other test indicate that the stream 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 Liquid Hydrocarbon Products issued by Carrier. Any such off-specification Product attributable to Shipper may be treated by Carrier at Shippers sole expense, or disposed of by Carrier according to the disposal provisions of Item 65. 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 Products in Carrier's custody, or by reasons of damage to Carrier's pipeline or associated facilities caused by failure of the materials accepted for transportation to meet specifications issued by Carrier.

Carrier reserves the right to collect its actual treating and handling charges plus an additional [U] 104 cents per Barrel penalty charge.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 10

Delivery Specifications

All volumes of Liquid Hydrocarbon Products received by Carrier shall be delivered at the destination and shall be Liquid Hydrocarbon Products. Delivery shall be made in a manner that is consistent with Carrier's obligations to all Shippers under the terms of this tariff.

Carrier shall deliver all materials at pressures, pumping rates, and temperatures established by Carrier.

ITEM NO. 15

Product Deliverability Requirements and Testing

All Liquid Hydrocarbon Products transported by Carrier will be measured at the time of receipt by Carrier and delivery to Shipper. Measurement for delivery may take place beyond the destination if Shipper has made arrangements which are acceptable to Carrier.

If measurements and tests are performed by Carrier, Shipper and any consignee or their representatives shall have the right to be present to witness such measurements and tests. All measurements and tests performed by Carrier shall be determinative unless they are contested within one hundred eighty (180) days of receipt of appropriate documentation by Shipper, a consignee, or their respective representative.

Carrier shall attempt to minimize the differences in component volumes of Liquid Hydrocarbon Products which may arise between receipt and delivery due to composition variations resulting from the blending of various pipeline streams.

ITEM NO. 20

Limitation on Specification Product

Carrier reserves the right to control in its discretion the component distribution in the Liquid Hydrocarbon Products tendered by Shipper in order to achieve maximum operating efficiency of Carrier's facilities and optimum utilization of total transportation capacity.

ITEM NO. 25

Committed Shipper Nominations

In the event that nominations of committed volumes by all Committed Shippers in any Month total less than the aggregate Volume Commitments, Carrier shall be entitled to use the unutilized capacity of the Expansion to accommodate volumes nominated by other shippers without any reduction in the Monthly Deficiency Payment payable by Committed Shipper.

Carrier will determine whether or not the nominations and tenders of a Committed Shipper satisfy the Volume Commitment.

ITEM NO. 30

Acceptance Free From Liens and Charges

Carrier may refuse to transport Liquid Hydrocarbon Products if encumbered by liens or charges. When any Product tendered for transportation is involved in litigation or when ownership thereof may be in dispute, Carrier may require of Shipper a bond indemnifying Carrier against all loss.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 33

Notice of Intent to Ship

Shippers desiring to originate Product shall furnish a nomination via CIS no later than the 15th calendar day of the preceding month in which Shipper desires transportation.

A nomination shall specify the origin and destination of the Product offered to Carrier. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to Items contained herein, at such time and in such quantity as scheduled by Carrier.

Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market. Enhanced facilities or services may be required by a Shipper and may be provided for in a pipeage agreement in accordance with Item No. 90.

ITEM NO. 35

Rate of Receipt and Delivery

The rate at which Liquid Hydrocarbon Products are received by Carrier and delivered from Carrier will be determined by Carrier's transportation and delivery obligations to its Shippers and by the necessity of economical use and efficient operation of Carrier's facilities. Carrier will assume no liability for its inability to maintain schedules or comply with Shipper's delivery requests when caused by operational or scheduling problems, excess demand, delays and other problems encountered in pipeline operations.

ITEM NO. 40

Facilities Required at Origins

Except as otherwise provided, Carrier shall be responsible for measuring, sampling and analyzing Liquid Hydrocarbon Products prior to injection of those products into its system at plants on its system, and Carrier shall provide all facilities, equipment and services required to measure, sample and analyze Liquid Hydrocarbon Products received by Carrier.

All other facilities and equipment reasonably required for receipt of Product by Carrier and to meet Receipt Specifications described in Item 5 herein shall be provided at the sole cost and expense of Shipper.

Shipper may, at its election, install a check meter or meters at any point where shipper injects Liquid Hydrocarbon Products into Carrier's system. Each such check meter shall be so installed as not to interfere with the operation of any of Carrier's facilities. The calibration and adjustment of such check meters and the reading and changing of charts on such meters shall be done by Shipper. Carrier shall be given reasonable notice and the opportunity to be present at the calibration of such meters.

Unless otherwise agreed upon by Shipper and Carrier, Carrier's metering facilities at the injecting plant shall be considered the point of custody transfer.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 45

Facilities Required at Destination

Except as otherwise provided, Carrier shall be responsible for measuring, sampling and analyzing Liquid Hydrocarbon Products delivered to destination on its system, and Carrier shall provide all facilities, equipment and services required to measure, sample and analyze Liquid Hydrocarbon Products delivered by Carrier.

All other facilities and equipment reasonably required to accept delivery of Liquid Hydrocarbon Products at destination shall be provided at the sole cost and expense of Shipper. Such facilities and equipment must be provided in a manner that is acceptable to Carrier and that will allow Carrier to fulfill its obligations to all Shippers under the terms of this tariff and all other tariffs issued by Carrier.

ITEM NO. 50

In Line Inventory Requirements

Each Shipper will be required to furnish its pro rata share of In Line Inventory to ensure efficient operation of Carrier's pipeline system. New Shippers will be required to supply a quantity of Liquid Hydrocarbon Products equal to their pro rata share of the In Line Inventory before any deliveries will be made.

ITEM NO. 55

Proration of Pipeline Capacity

When quantities of Liquid Hydrocarbon Product greater than can be transported are offered to Carrier for shipment through Carrier's facilities, Carrier shall allocate available transportation on an equitable basis to all Shippers pursuant to Carrier's Proration Policy entitled, Chaparral NGL Proration Policy, dated July 1, 2010. A copy of the Proration Policy will be provided upon request from the tariff compiler referenced on the title page of this tariff.

ITEM NO. 60

Payment of Transportation and Other Charges

Carrier shall bill Shipper weekly for all transportation charges and other charges due hereunder based upon volumes received by Carrier from Shipper. Shipper shall pay for transportation charges and all other lawful charges accruing on Products accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

Carrier may require that all payments to Carrier for services pertaining to the transportation of Liquid Hydrocarbon 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 Liquid Hydrocarbon Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Liquid Hydrocarbon Products: (1) prepayment of all charges by wire transfer 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.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 65

Demurrage

Carrier shall have the right to divert, re-consign, flare or make whatever arrangements for material as Carrier deems appropriate, in the event that: (1) Any Shipper fails to take delivery as required; or (2) any Shipper's failure to take delivery, alone or coupled with any similar failure of other Shippers, exhausts Carrier's storage capacity; or (3) any Shipper's receipts fail to be Liquid Hydrocarbon Products; or (4) any Shipper fails to make payment in accordance with Item No. 60.

Carrier has the right to sell such products as private sale for the best price obtainable. Carrier may be a purchaser at any such sale. Out of the proceeds of any such sale, Carrier may pay itself all charges, fees, and expenses of sale including, but not limited to, transportation charges and expenses of sale. The balance shall be held for whoever may be lawfully entitled thereto. If the proceeds of any such sale are not sufficient to pay such charges and expenses, Shipper shall pay the deficiency. Carrier shall prorate any loss or damage to Products among all Shippers affected in an equitable manner.

ITEM NO. 70

Liability of Carrier

Carrier's custody of Liquid Hydrocarbon Products begins at the origin and ends at the destination. Carrier will not be liable for any damage, delay or failure to deliver caused by acts of God, the public enemy, civil disorder, quarantine, the authority of law, strikes, riots, fire, floods, the acts of default of Shippers or consignees or any other cause beyond the reasonable control of Carrier, or from any cause other than the negligence of Carrier. Any such loss shall be apportioned by Carrier to each shipment of Liquid Hydrocarbon Products or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Liquid Hydrocarbon Products in the loss, and each Shipper shall be entitled to delivery of only that portion of its shipment of Liquid Hydrocarbon Products after deducting his proportion as above determined of such loss.

ITEM NO. 75

Claims, Time for Filing

As a condition precedent to recovery claims for damage, delay or failure to deliver must be made in writing to Carrier within nine (9) months after delivery by Carrier, or in case of a failure to deliver, then within nine (9) months after a reasonable time for delivery has elapsed, not to exceed twelve (12) months from time of receipt by Carrier. Suits must be instituted against Carrier only within two (2) years from date when 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 damage, delay or failure to deliver are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Carrier shall not be liable.

ITEM NO. 80

Application of Rates

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is received at origin. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 85

Application of Rates from Intermediate Points

For Liquid Hydrocarbon Products accepted for transportation from any point on Carrier's pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, the Carrier will apply from such unnamed point the rate published herein from the next more distant point specified in the tariff.

ITEM NO. 90

Separate Pipeline Agreements

Separate agreements, if applicable, in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff shall be required of any Shipper or consignee before any obligation to provide transportation shall arise.

RATES
(In Cents per Barrel)

[U] All rates on this page are unchanged unless otherwise indicated.

ITEM 210 GENERAL COMMODITY DEMETHANIZED MIX

ORIGIN	DESTINATION	RATE
C Conroe		92.95
C Claytonville C Hamlin C Reinecke C Scurry County C Shackelford C Snyder N C Vealmoor C West TX PL		115.24
C Notrees	Mont Belvieu, TX – C MB CBF Frac	114.46
C Goldsmith C Headlee C James Lake C Keystone C Martin County C Rob Rnch Duke C Rob Rnch Sta C Tarzan	C MB Enter Frac C MB GCF Frac C MB Oneok Frac	117.06
C Denver City C Denver Unit C Gas Cap C Seminole N C Seminole S C Wasson C Willard		118.92
C Waha C Caymus [N] <u>C Comanche</u>		357.00

RATES
(In Cents per Barrel)
[U] All rates on this page are unchanged.

ITEM 310 COMMITTED SHIPPER DEMETHANIZED MIX

ORIGIN	DESTINATION	RATE
C Claytonville		
C Conroe		
C Denver City		
C Denver Unit		
C Gas Cap		
C Goldsmith		
C Hamlin		
C Headlee		
C James Lake	Mont Belvieu, TX –	
C Keystone	C MB CBF Frac	
C Martin County	C MB Enter Frac	
C Notrees	C MB GCF Frac	
C Reinecke	C MB Oneok Frac	
C Rob Rnch Duke		
C Rob Rnch Sta		
C Scurry County		
C Seminole N		
C Seminole S		
C Shackelford		
C Snyder N		
C Tarzan		
C Vealmoor		
C Wasson		
C West TX PL		
C Willard		

179.11⁽¹⁾

⁽¹⁾ Rates published under this item are available only to any Committed Shipper who has executed a TSA to transport on the Carrier's Expansion, as posted by Carrier during its binding "open season" between February 11 and May 31, 2008.

EXPLANATION OF ABBREVIATIONS

FERC No. CIS	Federal Energy Regulatory Commission Number Customer Information Solution
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EXPLANATION OF REFERENCE MARKS

[N] [U]	New. Unchanged rate.
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