

SEMINOLE PIPELINE COMPANY LLC

In Connection with Participating Carriers shown herein

Local and Joint Pipeline Tariff

Containing

RATES, RULES AND REGULATIONS

Applying on

NATURAL GAS LIQUIDS

Transported by Pipeline

Within Texas

Reference Mid-America Pipeline Company, LLC F.E.R.C. No. ~~[W]75-6-075.8.0~~, reissues thereof, for location names and group numbers.

[N]Operated by Enterprise Products Operating LLC (P-5 #253368) Under T-4 Permit Nos. 02259, 04522 and 05819.

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.

EFFECTIVE: JUNE 13, 2016

ISSUED AND COMPILED BY:

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RECEIVED
R.R.C. OF TEXAS
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GAS SERVICES DIVISION
AUSTIN, TEXAS

RULES AND REGULATIONS

ITEM 5 DEFINITIONS

"Barrel" shall mean forty-two (42) United States gallons of two hundred thirty-one (231) cubic inches at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

"Carrier" shall mean Seminole Pipeline Company LLC, Mid-America Pipeline Company, LLC and/or SouthTex 66 Pipeline Company.

"Day" shall mean the twenty-four hours between 7:00 A.M. and 7:00 A.M. the following day.

"Product" or "Products" shall mean demethanized mix, ethane-propane mix, propane, natural gasoline, isobutane, normal butane, and commercial butane meeting Product Deliverability Requirements defined herein, or any Interface generated by the movement of such Products as appropriate.

"Purity Product" shall mean isobutane, natural gasoline, normal butane, and propane meeting specifications issued by Carrier.

"Shipper" shall mean any party who gives notice to transport Product under the provisions outlined in this tariff.

"Week" shall mean the one hundred sixty-eight (168) hours between 7:00 A.M. Monday and 7:00 A.M. the following Monday.

ITEM 10 SCHEDULING OF RECEIPT

Shippers desiring to originate Product shall furnish a nomination no later than the 15th day of the preceding month in which Shipper desires transportation. A nomination shall specify the origins and destinations 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 Contract in accordance with Item 85.

ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS AND TESTING

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. Carrier's Product Specifications shall be provided upon request.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's facilities. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test the latter shall prevail.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications or which is not good merchantable Product as set forth above, Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shippers sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional [U]104 cents per Barrel penalty charge.

ITEM 20 MINIMUM SHIPMENT

A shipment of 100,000 Barrels or more of the same quality and specifications shall be required on all Product accepted for transportation from each Shipper at origin.

Carrier may elect to accept a shipment of less than 100,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 100,000 Barrels of Product of the same specifications from the same or other Shippers.

RULES AND REGULATIONS

ITEM 25 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 delivered to destination. 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.

ITEM 30 ORIGIN AND DESTINATION FACILITIES

Carrier shall accept Product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

ITEM 40 MEASUREMENT

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery. Observed volumes of Purity Product at operating pressures and temperatures shall be corrected to net volume at 60°F and equilibrium vapor pressure.

Observed volumes of Product shall be corrected to net component volumes at 60° F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.

Shipper shall bring into balance any accumulated component volume differences by fractionation or Product exchanges.

ITEM 45 IDENTITY OF SHIPMENTS

Carrier may commingle mixtures received from the origins shown herein. Carrier reserves the right at any time to substitute and deliver Product of the same specification as the Product shipped.

ITEM 50 RECONSIGNMENT

Subject to these Rules and Regulations and to the rate applicable from origin to final destination, and on notice to Carrier, Shipper may reassign to another destination on Carrier's pipeline any shipment of Product or portion thereof at a rate of [U] \$0.10 per reconsigned Barrel. Shipper may be required to accept delivery of Product delivered beyond a reconsignment point.

ITEM 55 DEMURRAGE

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges and costs associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier. Shipper shall indemnify and hold Carrier harmless from any loss sustained by Carrier by reason of Shipper's inability to take delivery of unremoved Product, including any interface, out of the pipeline. In addition to the foregoing remedies:

- 1) in the event pipeline flow rates are reduced due to Shipper's inability to take delivery of Product, Shipper shall pay an hourly demurrage penalty equal to the product of a) the current tariff rate from the affected pipeline segment origin to the furthest destination on such segment and b) the pipeline hourly flow capacity and c) the number of hours that Shipper's Product remains in the pipeline; or
- (2) in the event pipeline flow rates are not reduced due to Shipper's inability to take delivery of Product, Shipper shall pay a daily demurrage charge on each undelivered Barrel equal to the product of a) the then-current Conway daily over storage rate in effect as part of the non-jurisdictional storage program offered by Mid-America Pipeline Company, LLC and b) the number of Days Shipper's Product remains in the pipeline.

RULES AND REGULATIONS

ITEM 60 PAYMENT OF CARRIER CHARGES

The Shipper or consignee shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for shipment and, if required, shall pay the same before delivery at destination. Carrier will invoice Shipper for transportation charges on a weekly basis. Shipper shall pay all charges within ten (10) days of the date of invoice from Carrier. For any charges that remain unpaid for more than thirty (30) days from the date of Carrier's invoice, Shipper shall pay an interest charge equal to the lesser of (i) 18% per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law.

Carrier shall have a lien on all Product in its possession belonging to Shipper or consignee to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carrier, that are unpaid by Shipper or consignee, and may withhold such Product from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after notice and demand therefor, Carrier shall have the right, through an Agent, to sell such Product at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Product to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM 65 ACCEPTANCE FREE FROM LIENS AND CHARGES

Carrier may refuse any shipment for transportation which may be encumbered by a lien or charge of any kind, which may be involved in litigation, or which the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of Shipper's perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

ITEM 70 LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of a consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any Product loss for which Carrier is not liable shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product in the loss, and each Shipper or consignee shall be entitled to receive only that portion of its shipment remaining after deducting its proportion of such loss. Carrier shall prepare and submit a statement to Shippers and any consignee showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

ITEM 75 CLAIMS-TIME FOR FILING

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) months after delivery of the Product, or in the case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the day 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 are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

ITEM 85 PIPEAGE CONTRACTS

Separate pipeage contracts, in accordance with this tariff and these Rules and Regulations, covering further details may be required by Carrier before any duty for transportation shall arise.

RULES AND REGULATIONS

ITEM 90 APPLICATION OF RATES FROM INTERMEDIATE ORIGIN POINTS

For Product 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. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 95 APPLICATION OF RATES TO INTERMEDIATE DESTINATION POINTS

For Product accepted for transportation to any point on Carrier's pipeline named in this tariff, which is intermediate to a point to which rates are published herein through such unnamed point, the Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 110 ROUTING INSTRUCTIONS

Joint Rates in this tariff apply via all routes made by the use of origins on SouthTex 66 Pipeline Company and/or Mid-America Pipeline Company, LLC to Hobbs-Gaines, and thence routes made by the use of Seminole Pipeline Company LLC to the requested destination. Local Rates in this tariff apply via Seminole Pipeline Company LLC.

ITEM 180 PARTICIPATING CARRIERS

SouthTex 66 Pipeline Company
Mid-America Pipeline Company, LLC

RATES

(In Cents per Barrel)

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

ITEM 200 APPLICATION OF GENERAL COMMODITY RATES

Reference Item No. 210-250 for general commodity rates that apply from and to points named in this tariff.

ITEM 210 DEMETHANIZED MIX

ORIGIN	DESTINATION	RATE
[C]Sheridan Pipeline	Group 950 ⁽³⁾	[C]
Group 925 ⁽¹⁾		109.17
Linam Ranch		219.05
Group 120 ⁽²⁾		153.93

(1) Excluding LaGrange [C]and Sheridan Pipeline.

(2) Excluding Linam Ranch.

(3) Excluding Clemens, Stratton Ridge Amoco and Stratton Ridge Dow.

ITEM 215 ETHANE

ORIGIN	DESTINATION	RATE
Hobbs Fractionator Hobbs Holding	Mont Belvieu Enterprise Fractionator Mont Belvieu Enterprise Storage	169.49

ITEM 220 ETHANE-PROPANE MIX

ORIGIN	DESTINATION	RATE
Hobbs Fractionator Hobbs Holding	Clemens Mont Belvieu Enterprise Fractionator Mont Belvieu Cedar Bayou Mont Belvieu Enterprise Storage	169.49
Slaughter		248.41
Hobbs Fractionator Hobbs Holding	Stratton Ridge Amoco Stratton Ridge Dow	169.49
Slaughter		244.59

RATES

(In Cents per Barrel)

[U] Unchanged rate. All rates on this page are unchanged.

ITEM 230 PROPANE

ORIGIN	DESTINATION	RATE
Hobbs Fractionator Hobbs Holding	Mont Belvieu Enterprise Storage	181.95
Slaughter		256.02
Hobbs Fractionator Hobbs Holding	Stratton Ridge Amoco	181.95

ITEM 240 NORMAL BUTANE

ORIGIN	DESTINATION	RATE
Hobbs Fractionator Hobbs Holding	Mont Belvieu Enterprise Storage	181.95

ITEM 245 ISOBUTANE

ORIGIN	DESTINATION	RATE
Hobbs Fractionator Hobbs Holding	Mont Belvieu Enterprise Storage	181.95

ITEM 250 NATURAL GASOLINE

ORIGIN	DESTINATION	RATE
Hobbs Fractionator Hobbs Holding	Mont Belvieu Enterprise Storage	181.95

ABBREVIATIONS AND REFERENCE MARKS

FERC Federal Energy Regulatory Commission
GPA Gas Processors Association
No. Number
TRRC Texas Railroad Commission
[C] Cancel
[N] New
[U] Unchanged rate
[W] Change in wording only