

Filed on:

Jun 26 2024

Gas Services Department
Railroad Commission of Texas

Texas Intrastate No. 4.2.0
(Cancels Texas Intrastate No. 4.1.0)

HSC PIPELINE PARTNERSHIP, LLC

LOCAL PIPELINE TARIFF

Applying on the Intrastate Transportation of

HIGH PURITY ISOBUTANE

Transported By Pipeline

FROM ORIGIN AT
MONT BELVIEU, TEXAS

TO DESTINATION AT
CHANNELVIEW PLANT, TEXAS

All rates published in this Tariff are for the intrastate transportation of Products through the pipelines of HSC Pipeline Partnership, LLC ("HSC") within the State of Texas, being expressed in cents per gallons, are subject to change as may be provided by law, and are governed by the provisions found under the Rules and Regulations herein.

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 (P5#253368) Under T-4 Permit Number T01049

EFFECTIVE JULY 1, 2024

COMPILED AND ISSUED BY

Laura Verstuyft
HSC Pipeline Partnership, LLC
1100 Louisiana Street, Suite 1000
Houston, Texas 77002-5227
(713) 381-6313

RULES AND REGULATIONS

The General Rules and Regulations published herein apply in their entirety to the services covered by this tariff (i.e., to the transportation and handling of Products between the origin and destination named herein).

ITEM 5 – A List of Definitions

“Agreement” means a transportation agreement between Shipper and Carrier.

“Anchor Shipper” means a shipper that has entered into an Agreement with Carrier prior to the commencement of construction of Carrier’s pipeline for the transportation of Product. Anchor Shipper includes its successors and assigns.

“Business Day” means a 24-hour period ending at 5:00 pm (Central Time) on a weekday on which banks are open for general commercial business in Houston, Texas.

“Carrier” means HSC Pipeline Partnership, LLC.

“Commencement Date” means the date transportation will begin transportation service for Shipper as established pursuant to the Agreement.

“Committed Shipper” means a Shipper that is party to an Agreement with Carrier for the transportation of Product.

“Consignee” means the Party to whom a Shipper has ordered the delivery of Product.

“Day” means a period of time commencing at 7:01 A.M. Central Time on one calendar Day, and ending at 7:00 A.M. Central Time on the following calendar Day.

“Interest Rate” has the meaning set forth in Item 55.

“Linefill” means the quantity of Product needed to occupy the physical space in Carrier’s pipeline in order to provide the transportation services in this tariff.

“Month” means the period of time commencing at 7:01 A.M. Central Time on the first Day of a calendar month, and ending at 7:00 A.M. Central Time on the first Day of the following calendar month.

“Non-Contract Rate” means the rate in Item 95.

“Product” means high purity isobutane meeting Carrier’s then-current product specification, as such may be modified from time to time, that has been accepted for Shipment by Carrier. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

“Shipper(s)” means all shippers who transport Products under the terms of this tariff, with or without an Agreement.

“Shipment” represents the transportation of Product under the terms and conditions of this tariff.

ITEM 10 – 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 Months after delivery by Carrier, or in case of a failure to deliver, within nine Months after a reasonable time for delivery has elapsed, not to exceed 12 Months from time of initial receipt of Product by Carrier. Suits against Carrier must be instituted within two years from the 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 will not be liable therefor.

ITEM 15 – CREDITWORTHINESS OF SHIPPERS

Carrier is not required to provide service on behalf of any Shipper, or to provide service or to continue service for any Shipper, who is or has become insolvent or who, at Carrier's request, fails within a commercially reasonable time to demonstrate creditworthiness as determined by Carrier in its sole discretion; provided, however, Shipper may receive service if Shipper furnishes good and sufficient security as determined by Carrier in its sole discretion.

ITEM 20 – DEMURRAGE

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. If 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, then Carrier may, without liability to Shipper, 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 as if Shipper had authorized the same, 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 out of the pipeline. In addition to the foregoing remedies, if pipeline flow rates are reduced due to Shipper's inability to take delivery of Product, then Shipper shall pay an hourly demurrage penalty equal to the product of (a) the then-current tariff rate from the affected pipeline segment origin to the furthest destination on such segment, (b) the pipeline hourly flow capacity, and (c) the number of hours that Shipper's Product remains in the pipeline.

ITEM 25 – GAINS OR LOSSES

Shippers are responsible for pipeline measurement gains or losses, calculated as the difference between measured receipts and measured deliveries. Gains or losses will be apportioned to each Shipper according to each Shipper's proportionate share of measured receipts.

ITEM 30 – COMMINGLING OF PRODUCT

Carrier may commingle Product received from the origins shown herein. Carrier reserves the right at any time to substitute and deliver Product of the same specifications as the Product shipped. Carrier is not liable for variation in quality of Products occurring while in its custody, resulting from any cause other than the negligence of Carrier, and Carrier is under no obligation to deliver the identical Products received and may deliver Products of substantially the same specifications.

ITEM 35 – LIABILITY OF CARRIER

Carrier is not liable to Shipper 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 Shipper or its Consignee, or resulting from any other cause, whether similar or dissimilar to the causes herein enumerated. Any such loss will 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 and/or Consignee will be entitled to receive only that portion of its shipment remaining after deducting its proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and Consignee showing the apportionment of any such loss.

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 express or implied warranty for Products transported or stored hereunder, including any warranties of merchantability or fitness for a particular purpose.

Without limiting any other rights of Carrier hereunder, for all services provided for and received under this tariff, Shipper will indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death, or property damage involving Carrier, Shipper, Consignee, or third parties based on or arising out of Carrier's performance of such services where such services are performed in accordance with applicable federal, state, or local statutes, regulations, or ordinances. This indemnification will include, but not be limited to, services such as the provision of emergency response numbers and will include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other cause of action.

ITEM 40 – LINEFILL REQUIREMENTS

Each Shipper shall provide at its sole cost and expense an estimated 210,000 gallons of Product for line fill in Carrier's facilities. If any other Shipper is transporting Product through Carrier's facilities, then Shipper will be responsible for only Shipper's pro rata share of the required line fill, which pro rata share will be based on Shipper's Monthly percentage of the total quantity of Product transported on Carrier's facilities. Shipper shall provide and retain title to, but not risk of loss for, such line fill. Upon termination or expiration of this Agreement, Carrier shall either return the line fill to Shipper or purchase such line fill at a market-based price agreed to by Shipper.

ITEM 45 – MEASUREMENT AND INSPECTION

The volume of Product received at the origins will be measured by meters and sampled. Shipper, at its sole risk and expense, may have a representative witness all measurement and sampling at the origins or at the destinations. Carrier shall perform any additional testing or sampling requested by Shipper, and Shipper shall reimburse Carrier for all costs and expenses associated with such additional testing or sampling. All measurement and tests performed by Carrier will be determinative unless they are contested with appropriate documentation by Shipper within 30 Days of receipt of Product.

ITEM 50 – ORIGIN AND DESTINATION FACILITIES

Nominations will be accepted for transportation hereunder only when:

- a. Shipper has provided facilities satisfactory to Carrier capable of delivering Product at the origins at pressures and volumetric flow levels required by Carrier, and
- b. Shipper or Consignee has provided the necessary facilities at the destination for receiving such Shipments without delay at pressures and at volumetric flow levels required by Carrier.

ITEM 55 – PAYMENT OF TRANSPORTATION AND OTHER CHARGES

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 the destination. Shipper shall pay all charges within 15 Business Days from the receipt of an invoice from Carrier. For any charges that remain unpaid when due, Shipper shall pay an interest charge equal to the lesser of (i) the maximum lawful rate that may then be charged under Texas law, or (ii) the prime rate as published in the “Money Rates” section of *The Wall Street Journal* or its successor publication plus 2% (the “Interest Rate”) from the date payment is due until the date payment is made.

Carrier will 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 when due after final notice and demand therefor, then Carrier will have the right, through an agent, to sell such Product at public auction, on any day not a legal holiday, in not less than 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 will 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, will be held for whomsoever may be lawfully entitled thereto.

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 Carrier’s invoice to Shipper. If 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, then Carrier, upon notice to Shipper, may 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, which will be held by 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. If Shipper fails to comply with any such requirement on or before the date supplied in Carrier’s notice to Shipper, then Carrier will not be obligated to provide Shipper access to Carrier’s facilities or provide services pursuant to this tariff until such requirement is fully met.

ITEM 60 – PRODUCT INVOLVED IN LITIGATION OR ENCUMBERED

Carrier may reject any Product, when offered for transportation, that 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, and Carrier may require of Shipper satisfactory evidence of perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all losses.

ITEM 65 – PRODUCT QUALITY

Shipper must deliver Product for transportation that meet Carrier’s then-current Product specifications. If Shipper delivers Product that does not meet Carrier’s then-current Product specifications, then Carrier may re-deliver to Shipper, and Shipper shall receive from Carrier, all off-specification Product and all contaminated Product attributable to Shipper’s off-specification Product. In addition, Shipper shall reimburse Carrier for any costs incurred by Carrier related to Shipper’s off-specification Product and shall pay to Carrier a fee equal to 2.5 cents per gallon of off-specification Product and contaminated product redelivered by Carrier to Shipper.

ITEM 70 – PRORATION OF PIPELINE CAPACITY

When more Product has been tendered to Carrier for transportation than can be transported, the transportation furnished by Carrier will be first prioritized among Shippers in accordance with the following:

- First Priority: Anchor Shippers
- Second Priority: Contract Shippers
- Third priority: All other Shippers allocated on an equitable basis

ITEM 75 – SCHEDULING OF RECEIPT

Shippers desiring to transport 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 expected daily average volume of the Product offered to Carrier. If Shipper does not furnish such nomination, then Carrier will be under no obligation to accept such Product for transportation.

Shipper may make written amendment to such nominations; provided, however, any such amended nomination may only (a) decrease a nominated volume on a pro rata basis for the balance of the Month once the applicable service Month has commenced, commencing the Day after the Day of Carrier's receipt of such amended nomination for such Month and not for any period of such Month prior thereto, or (b) increase a nominated volume if Carrier, in its sole discretion, agrees that it then has capacity available on the Pipeline to transport such increased volume.

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

Carrier shall 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 Separate Pipeline Agreement in accordance with Item 80.

ITEM 80 – SEPARATE PIPELINE AGREEMENTS

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

ITEM 85 – TAX REGISTRATION

Shipper shall provide Carrier, if applicable, with proof of registration with or tax exemption from, the appropriate federal and/or state tax authorities, which are in any way related to the collection and payment of excise taxes, sales taxes, BTU taxes, value added taxes, fees, levies, or any similar or dissimilar assessments or charges for the receipt, handling, use, storage, or transportation of Product.

ITEM 90 – TITLE OF PRODUCT

Shipper will retain title to its Product while the same is in Carrier's custody. Carrier will be deemed to be in control and possession of the Product from the time the Product is delivered to Carrier until the Product is delivered to Shipper or Consignee at the flange designated for change for such deliveries. Carrier will have, and Shipper grants to Carrier, a security interest in the Product to secure payment of all charges under this tariff.

RATES

ITEM 95 – NON-CONTRACT RATES

	ORIGIN
DESTINATION	MONT BELVIEU (CHAMBERS CO., TX)
	<i>Non-Contract Rate In Cents per Gallon</i>
CHANNELVIEW PLANT (HARRIS CO., TX)	[1] 7.98

**Incentive rates are available on a non-discriminatory basis to Shippers who enter into an Agreement with Carrier.*

ROUTE DIRECTORY: Rates in tariff apply via all routes made by use of the lines of HSC.

EXPLANATION OF REFERENCE MARKS

BTU British Thermal Unit
Co. County
No. Number
HSC HSC Pipeline Partnership, LLC

[1] Increase Rate
