

TX No. 1.5.0
(Cancels Texas Common Carrier No. 1.4.0)

CPB TRANSPORTATION & MARKETING LLC
TEXAS LOCAL PIPELINE TARIFF
CONTAINING
RATES, RULES AND REGULATIONS
GOVERNING THE INTRASTATE TRANSPORTATION
OF
NATURAL GAS LIQUIDS
TRANSPORTED BY PIPELINE

Rules and Regulations published herein apply only under tariffs which make specific reference by number to this tariff; such reference will include successive issues hereof. Special rules and regulations published in Section II hereof will take precedence over the rules and regulations published in Section I hereof.

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

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**SECTION I
RULES AND REGULATIONS**

Rule 1 Definitions

“Affiliate” means a person or entity by whom the Party is controlled, that Party controls, or with whom the Party is under common control.

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

“BPD” means Barrels per Day.

“Carrier” means CPB Transportation & Marketing LLC.

“Claimant” means a Shipper, affiliate, or third-party who makes a claim for loss or damage for the delivery or failure to make a delivery pursuant to the requirements of Rule 12.

“Day” means the twenty-four (24) hour consecutive period commencing at 7:00 a.m., Central Time, on one calendar day and ending at 7:00 a.m., Central Time, on the following calendar day.

“Delivery Point(s)” means those points of destination to or for the delivery of Natural Gas Liquids as contained in the Rates Tariff.

“Destination” means a point named in the tariff at which point Carrier will deliver Natural Gas Liquids to Shipper or its consignee after transportation from an Origin.

“FERC” means the Federal Energy Regulatory Commission or any successor governmental agency.

“FPI” means FERC Oil Pipeline Index.

“Force Majeure” means an event or occurrence beyond the commercially reasonable control of Carrier that interferes with or prevents Carrier’s performance of any obligation or condition under this tariff, under a TSA, interconnect agreement, or other agreement affecting Carrier or Carrier’s facilities, including but not limited to: (i) actions, orders, regulations, or requests of any Governmental Authority; (ii) insurrections, wars, rebellion, riots, disturbances, sabotage, acts of public enemies, blockades, embargoes, expropriation, condemnation or eminent domain, epidemics, strikes, lockouts or labor disturbances or difficulties (the settlement of strikes, lockouts or labor difficulties being entirely within Carrier’s discretion); (iii) weather conditions or anticipated weather conditions and actions of the elements, fires, freezing conditions, explosions, earthquakes, storms, floods, washouts, lightning, hurricanes, tornadoes, or landslides; (iv) disruptions to, breakages of, or destruction of all or any portion of Carrier-owned or third party-owned machinery, lines of pipe, or facilities relied upon or contributing to provision of transportation service by Carrier; (v) inability to obtain or delay in obtaining electric power, water, fuel, equipment, parts, repairs or other items or services on commercially reasonable terms; (vi) refusal or failure of connected operators to deliver or receive NGLs; (vii) scheduled and unscheduled maintenance; and (viii) any other cause that could not be avoided or overcome by commercially reasonable efforts.

“Governmental Authority” means any national, regional, state, local or municipal government or any political subdivision, agency, commission or authority thereof (including maritime authorities, port authority or any quasi-governmental agency) acting within its legal authority.

“Line Fill” means NGLs necessary for pipeline fill to ensure efficient operation of the pipeline for delivery.

“Month” means a period of time commencing at 12:00 a.m., Central Time, on the first Day of a calendar Month and ending at 12:00 a.m., Central Time, on the first Day of the next calendar Month.

“Natural Gas Liquids” or “NGLs” means the raw mixture of natural gas liquids consisting predominantly of Ethane, propane, normal butane, isobutane, and natural gasoline.

“Nomination” means an offer by a Shipper or Carrier of a stated quantity of Natural Gas Liquids to receive transportation service from a specified origin(s) to a specified destination or destinations pursuant to the terms and conditions of this tariff.

“Operator” means EPIC Consolidated Operations, LLC (P5 253113).

“Origin” means a point named in this tariff at which point Carrier will accept Natural Gas Liquids for transportation.

“Proration Procedure” means the procedures used by Carrier to apportion the transportation furnished by Carrier, available upon request by Shipper, as such procedures may be revised, supplemented, or replaced by Carrier from time to time and are made effective with prior written notice to Shipper.

“Ratable” means the delivery of Natural Gas Liquids throughout each Month in daily quantities, on an approximate constant hourly flow that are approximately equal to the volume of Natural Gas Liquids delivered during the Month divided by the number of Days in that Month.

“Rates Tariff” means the rates tariff attached hereto as Section II – Rates Tariff or its successor.

“Receipt Point” means the points of origin (from) for receipt of Natural Gas Liquids from a Shipper into Carrier’s facilities.

“Shipper” means any party who gives notice for and receives transportation service as to its Natural Gas Liquids under the terms and conditions of this tariff.

“Transportation Services Agreement” or “TSA” means a transportation services agreement made by and between Carrier and a Shipper for the provision of service under this tariff.

Rule 2 Natural Gas Liquids Specifications

Carrier is engaged in the transportation of Natural Gas Liquids and will not accept any other commodity for transportation under this tariff.

Carrier reserves the right to refuse to accept any Natural Gas Liquids for transportation service which do not conform to Carrier’s and/or the Operator’s Natural Gas Liquids Specifications (Attached as Exhibit A) or which are not good and merchantable Natural Gas Liquids readily acceptable for transportation service through Carrier’s existing facilities and/or which would otherwise adversely affect Carrier’s facilities or other Natural Gas Liquids. As a prerequisite to transportation service, Shipper’s Natural Gas Liquids must also conform to its nominated Delivery Point specifications.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Natural Gas Liquids to be transported in Carrier’s facilities and Shipper shall be liable for any contamination or damage to other Natural Gas Liquids in Carrier’s custody or to Carrier’s pipeline or other facilities caused by failure of the Natural Gas Liquids tendered to meet the specifications stated in Shipper’s certificate. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and if there is a variance between Shipper’s certificate and Carrier’s test, the latter shall prevail.

If Carrier determines that Shipper has delivered Natural Gas Liquids that contaminate the common fungible stream, Carrier may treat or otherwise dispose of all contaminated Natural Gas Liquids in any reasonable commercial manner at Shipper’s sole expense.

If Natural Gas Liquids received by Carrier do not conform to the Natural Gas Liquids specifications, Carrier reserves the right to bill and Shipper shall pay (i) the costs and expenses incurred to treat or otherwise dispose of all contaminated Natural Gas Liquids including without limitation any penalties or charges incurred by Carrier as a result of such contamination, and (ii) a \$1.00 per Barrel additional payment assessable on all Natural Gas Liquids delivered by Shipper for transportation service under this tariff.

Shipper shall be liable for and shall defend, indemnify and hold Carrier harmless from and against any and all claims, actions, suits, losses, demands, costs and expenses (including attorneys' fees and costs of repairing, inspecting, cleaning, and decontaminating the facilities of Carrier or third parties) of every kind, nature, or description resulting from any Natural Gas Liquids that Shipper has delivered into Carrier's facilities.

Rule 3 Maximum Nomination and Place of Delivery

Carrier shall receive at the Receipt Point and redeliver at the Delivery Point a quantity of NGL up to 80,000 BPD, subject to operating conditions on the Pipeline, Force Majeure, and the capabilities at the Receipt Point and Delivery Point.

Natural Gas Liquids shall be delivered by Shipper to each Receipt Point for transportation service under this tariff on a Ratable basis.

Rule 4 Storage, Origin and Destination Facilities

Carrier does not furnish any terminating, tankage, or any other form of storage at Origins, Destinations or at any other location within Carrier's facilities.

Carrier shall accept Natural Gas Liquids only when Shipper has provided necessary equipment and facilities, including storage facilities for receipt of Natural Gas Liquids into Carrier's facilities and delivery of Natural Gas Liquids from Carrier's facilities at pressures and pumping rates required by Carrier. Carrier may require evidence showing that necessary facilities are available for delivering shipments at Origin and receiving shipments at Destination before any obligation to furnish transportation service shall arise.

Rule 5 Risk of Loss; Title

Custody and risk of loss to the NGL delivered by Shipper to Carrier at a Receipt Point shall pass from Shipper to Carrier at such Receipt Point. Custody and risk of loss to the NGL delivered by Carrier to Shipper at the Delivery Point shall pass from Carrier to Shipper at the Delivery Point. Title to the NGLs tendered by Shipper to Carrier for transportation on the Pipeline will remain with Shipper at all times, subject to any lien, created under Applicable Law or as provided in the Tariff.

Shipper warrants and guarantees that Shipper has good title thereto and agrees to hold Carrier harmless for any and all loss, cost, liability, damage and/or expense resulting from failure of title thereto. Carrier's acceptance of Shipper's Natural Gas Liquids for transportation service is not an admission by Carrier that Shipper holds good title thereto and is not a waiver of Shipper's obligation to have good title thereto.

Shipper must obtain Carrier's approval before nominating shipments that are encumbered by any lien, security interest, or other form of burden, and Carrier may refuse any such shipment. Shipper shall not cause or permit any lien, security interest, or other form of burden be filed or created with respect to Natural Gas Liquids in Carrier's possession.

Rule 6 Measurement

Natural Gas Liquids transported by Carrier will be measured in accordance with the provisions of the agreement governing the interconnection of Carrier's facilities with those of the operator located upstream of a given Receipt Point and downstream of a given Delivery Point. Shipper and its representatives may be present to witness any provings or tests of meters and measurement facilities.

Rule 7 Commingling

Carrier may commingle Natural Gas Liquids received from the various Receipt Point(s). Carrier reserves the right at any time to substitute and deliver Natural Gas Liquids of the same specification as the Natural Gas Liquids tendered by Shipper at a Receipt Point.

Natural Gas Liquids will be accepted for transportation service only on the condition that it shall be subject to such changes in characteristics (including component changes), while in transit, as may result from the mixture with other Natural Gas Liquids. Carrier shall be under no obligation to make delivery of the identical Natural Gas Liquids but may make delivery out of the common stream and Shippers will be required to accept such delivery.

Rule 8 Notice of Nominations

Natural Gas Liquids for shipment through the line of Carrier will be received only on properly executed Nominations from the Shipper showing the Receipt Point at which the Natural Gas Liquids are to be received, the Delivery Point at which the Natural Gas Liquids are to be delivered, and the amount of Natural Gas Liquids to be transported. If Shipper does not furnish such Nomination, Carrier will be under no obligation to accept such Natural Gas Liquids for transportation service.

Any Shipper desiring to nominate Natural Gas Liquids for transportation service shall make such Nomination to Carrier in writing on or before the tenth (10th) of the Month preceding the Month during which the transportation service is to begin (the "Nomination Period"), on forms which will be supplied by the Carrier upon request (i) whether it intends to ship Natural Gas Liquids during such Month and (ii) the identity of each Receipt Point to which Shipper is to deliver such NGL. A Shipper may nominate Natural Gas Liquids for transportation service after the Nomination Period has expired at Carrier's sole discretion.

Carrier may refuse to accept Natural Gas Liquids for transportation where Shipper is not in compliance with other provisions of this tariff or where Shipper has failed to comply with all applicable laws, rules, and regulations made by any governmental authorities regulating shipments of Natural Gas Liquids.

Rule 9 Scheduling Shipments

Carrier will transport and deliver Natural Gas Liquids with reasonable diligence taking into account the quantity and quality of the Natural Gas Liquids, distance of the transportation service, safety of operations, and other relevant factors; provided, that unless Carrier is negligent or engages in willful misconduct, Carrier's failure or delay in transporting or delivering Natural Gas Liquids shall not give rise to or impose any liability on Carrier.

Rule 10 Failure to Take Delivery at Destination

Shipper shall remove Natural Gas Liquids, or cause Natural Gas Liquids to be removed, from Carrier's facilities following transportation thereof to a nominated Delivery Point(s). If Shipper fails to remove Natural Gas Liquids as required by this tariff, Carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Natural Gas Liquids as is necessary for the efficient operation of Carrier's facilities, and Shipper shall pay Carrier all costs and expenses associated with such disposition the same as if Shipper had authorized such, together with any additional costs and damages incurred by Carrier.

In addition to any remedy available to Carrier, including remedies under this Rule 10, Shipper will pay a daily demurrage charge if Shipper fails to remove Natural Gas Liquids from Carrier's facilities and that failure prevents or threatens the movement of succeeding shipments. The daily demurrage charge will be calculated by multiplying the tariff rate in Carrier's Rates Tariff applicable to transportation of Natural Gas Liquids, times the daily average of the previous Month's deliveries of the impacted shipments.

Rule 11 Payment of Carrier Rates, Fees, and Charges

Carrier shall assess transportation service and all other rates, fees and charges accruing on Natural Gas Liquids accepted for transportation service at the rate in effect at the date Natural Gas Liquids is received at the Receipt Point(s). Carrier will invoice Shipper for transportation rates, fees, and charges and all other amounts accruing on Natural Gas Liquids accepted in accordance with Carrier's then current payment policies, the TSA, and procedures in the Rates Tariff.

Carrier shall bill Shipper for all transportation rates, fees, and charges and other amounts due based upon volumes received by Carrier from Shipper at a Receipt Point during each Month. Shipper shall pay the amount of such invoice on the first Day of the second Month after delivery, subject to timely receipt of the invoice.

Shipper hereby assigns and grants to Carrier a continuous and continuing security interest in, and assignment of, all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Obligations (as defined below) (herein collectively, "Collateral"): (a) all Natural Gas Liquids accepted by Carrier for transportation service or otherwise, (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents, (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (d) all proceeds of any of the foregoing property in any form. The foregoing grant and assignment of Collateral secures

the following obligations of Shipper (collectively the "Obligations"): (a) all antecedent, current and future transportation service, special, ancillary and other rates, fees or charges arising under or related to this tariff or any TSA; (b) the repayment of any amounts that Carrier may advance or spend for the storage or maintenance and preservation of the Collateral; and (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing Obligations. If any amounts accruing and owed to Carrier under this tariff or a TSA remain unpaid ten (10) Days after final notice and demand therefore, Carrier shall have the right, in addition to and not in limitation of its other rights and remedies, to liquidate and apply the proceeds to the payment of all such charge and Shipper will reimburse Carrier for expenses associated with liquidating the Collateral.

If either Party fails to pay any amount due hereunder when due, such amount shall bear interest at the annual rate of one and one-half percentage (1.5%) points above the "Prime rate" published for the U.S. in the Wall Street Journal from time to time, not to exceed the maximum lawful rate.

If Shipper fails to pay any charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such time as payment is received by Carrier. In addition, Carrier reserves the right to set-off any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of its affiliates under this tariff, a TSA, or under any other agreement, or against any Natural Gas Liquids of Shipper in Carrier's custody. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including reasonable attorneys' fees and costs incurred by Carrier.

Carrier shall have a lien on all Natural Gas Liquids received into Carrier's pipeline. Such lien shall take effect at the point of origin as Natural Gas Liquids are received into Carrier's pipeline or other facilities. Such lien shall secure the payment of any and all charges and fees owed to Carrier by Shipper, including but not limited to penalties, interest and late payment charges, whether or not incurred on the Natural Gas Liquids in Carrier's pipeline or other facilities and whether or not invoiced. Such lien shall be in addition to any and all other rights and remedies Carrier has under this tariff, under a TSA, and at law or in equity.

If Carrier determines that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines that assurance of Shipper's performance is not adequately assured or that it is otherwise necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Natural Gas Liquids in Carrier's possession or prior to Carrier's acceptance of Shipper's Natural Gas Liquids: (1) prepayment of all charges, (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, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide transportation service pursuant to this tariff until such requirement is fully met.

Rule 12 Claims, Suits, and Time for Filing

Notice of claims by Claimants for loss or damage must be made in writing to Carrier within nine (9) Months after delivery of the Natural Gas Liquids, or in the case of a failure to make delivery, then within nine (9) Months after delivery of the Natural Gas Liquids to Carrier for shipment.

Suit against Carrier may be instituted only for claims for which Carrier has received timely notice and only within two (2) years and one (1) Day from the Day when Carrier notifies Shipper that Carrier has disallowed such claim or any part or parts thereof specified in the notice.

Where claims for loss or damage are not timely made in accordance with this Rule 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 therefor, and such claims are waived and precluded.

Rule 13 Liability of Carrier; Shipper Warranty

While in possession of Natural Gas Liquids nominated to it for shipment, Carrier shall not be liable to Shipper for any delay in delivery, damage thereto, or for any loss of Natural Gas Liquids caused by Force Majeure or by act of default of Shipper, or resulting from any other cause that is not the result of Carrier's negligence or willful misconduct, whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned by Carrier

to each shipment of Natural Gas Liquids or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Natural Gas Liquids in the loss, and each Shipper 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 Shipper showing the apportionment of any such loss.

Carrier will not be liable for discoloration, contamination, or deterioration of Natural Gas Liquids transported unless such discoloration, contamination, or deterioration of Natural Gas Liquids transported results from the negligence or willful misconduct of Carrier. Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Natural Gas Liquids transported hereunder, and Carrier expressly disclaims any liability for any express or implied warranty for Natural Gas Liquids transported or stored hereunder including any warranties of merchantability or fitness for intended use.

Shipper shall warrant that, upon delivery at a Receipt Point, the Natural Gas Liquids will conform to the specifications applicable to all Shippers on the Pipeline and to specifications required at the Delivery Point. Carrier shall warrant that, upon delivery at the Delivery Point, such conforming Natural Gas Liquids will meet the specifications required at the Delivery Point.

Rule 14 Proration of Capacity

Carrier will prorate the capacity of its facilities or a portion of its facilities during any Month when it determines, based upon the Nominations properly submitted by Shippers, that the total volume nominated by all Shippers for shipment on Carrier's facilities or portion thereof during that Month exceeds the capacity of Carrier's facilities or portion thereof in accordance with the provisions of the Proration Procedure. The Proration Procedures are available upon request by Shipper and may be revised, supplemented, or replaced by Carrier from time to time and are made effective with prior written notice to Shipper.

Prorated volumes allocated to a Shipper may not be assigned, conveyed, loaned, transferred to, or used in any manner by another Shipper. However, a Shipper's allocation may be transferred as an incident of the bona fide sale of the Shipper's business or to a successor to the Shipper's business by the operation of law, such as an executor or trustee in bankruptcy. A Shipper may not use an affiliated or cooperating entity to obtain an increased allocation of prorated capacity.

Rule 15 System Losses

Shipper is solely responsible for and shall bear the physical and economic impact of all losses attributable to its Natural Gas Liquids; provided that such losses will be capped at one-half of one percent (0.5%) of measured receipts of Shipper's Natural Gas Liquids at the Receipt Point. Losses will be apportioned according to each Shipper's proportionate share of measured receipts.

Rule 16 Connection Policy

Connections to Carrier's system will be considered upon request made by formal written application as instructed by Carrier. Acceptance of any request for connection will be subject to compliance with governmental regulations and approval of Carrier.

Rule 17 Line Fill Requirements

Shipper shall supply and maintain a pro rata share of Line Fill. NGLs supplied by Shipper for Line Fill may be withdrawn only after: (1) shipments have ceased and the Shipper has notified Carrier in writing to discontinue shipments in Carrier's system; and (2) the Shipper's balances have been reconciled between all Shippers and Carrier. Carrier may require advance payment by Shipper of transportation and other charges on the volumes to be cleared from Carrier's system, and payment of accounts receivable due from Shipper before final delivery of Line Fill is made. After satisfaction of the foregoing conditions, Carrier shall have a reasonable period of time, extended for the duration of any Force Majeure event, to complete administrative and operational requirements incidental to Shipper's withdrawal of Line Fill. The foregoing notwithstanding, Carrier may elect, at mutually agreeable price, terms, and conditions, to purchase Shipper's NGLs in the pipeline system that constitute Line Fill.

**SECTION II
RATES**

Rates in Dollars per Gallon		
Receipt Point	Delivery Point	Rate
Orla Processing Plant, Reeves County, TX	Benedum, Upton County, TX	[I] \$0.0767

For each Gallon of NGL delivered to Shipper at the Delivery Point, Shipper shall pay the above fixed fee per Gallon during the Month (“Rate”), adjusted annually beginning the first July 1st after the Effective Date by multiplying the then current Rate by the FPI.

Item No. 100 – Incentive Programs and Negotiated Rates

Carrier reserves the right, but does not have the obligation, to enter into negotiated rates, terms, and conditions with Shipper. Such rates, terms, and conditions may be determined by, but are not limited to, such factors as rate, duration, volumes, points of origin, points of delivery, available capacity, minimum quantities, creditworthiness, settlement of disputes, and ship or pay commitments. Any agreement reached between the Carrier and Shipper will be contained in an executed agreement and will not be included as part of the Rate Sheet herein.

Item No. 200 – Additional Charges

In addition to the Rate, Shipper shall reimburse Carrier for variable costs incurred by or allocated to Carrier (including utilities, fuel, gas, electricity, and water) to transport Shipper’s NGL. For the avoidance of doubt, if Shipper’s NGL is commingled, Shipper shall not be obligated to reimburse Carrier for variable costs to transport product that is not delivered by Shipper.

Explanation of Reference Marks

[I] Increased

EXHIBIT A

Demethanized NGL Specifications				
		Minimum	Maximum	Test Method
1)	Composition – Liquid Volume % (LV%)			
	Carbon dioxide, ppmv		1,000	GPA 2177
	Methane LV% of Total Volume		0.5	GPA 2177
	Methane LV% in the Ethane		1.5	GPA 2177
	Aromatics wt% in Total Stream		1.0	GPA 2177
	Aromatics LV% in natural gasoline		10	GPA 2177
	Olefins LV%		1.0	GPA 2186
2)	Vapor Pressure, psig @100F		600	ASTM D-6378
3)	Corrosion, Copper Strip @100F		No. 1	ASTM D-1838
4)	Total Sulfur, ppmw		150	ASTM D-2784
5)	Hydrogen Sulfide	Pass		ASTM D-2420
6)	Existing Gum			
	Washed, mg/100 ml		≤ 1	ASTM D-381
	Unwashed, mg/100 ml		≤ 1	ASTM D-381
7)	Distillation, End Point, F		375	ASTM D-7344
8)	Color, Saybolt No.	+25		ASTM D-156
9)	Moisture Content			
	Free Water at delivery temperature		None	Inspection
10)	Product Temperature			
	Minimum temperature, F	40		
	NGL containing 50% mole or more Ethane, F		90	
	NGL containing 50% mole or less Ethane, F		110	