CHEVRON PIPE LINE COMPANY

PROPORTIONAL TARIFF
Applying On The Intrastate Transportation of

LIQUEFIED PETROLEUM PRODUCTS

(As Defined Herein)

From
Point in Louisiana
To
Point in Louisiana

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

Subject to Rules and Regulations shown herein.

EXPLANATION OF REFERENCE MARKS
[I] Increase

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Item No.	Subject	Rules, Regulations and Conditions
1	**Definitions**	"Barrel" as used herein means a volume of forty-two (42) gallons or 9,702 cubic inches at sixty (60º) degrees Fahrenheit. "Carrier" as used herein means Chevron Pipe Line Company "Consignee" as used herein means and refers to the party, including a connecting pipeline system, to which Shipper has ordered delivery of Liquefied Petroleum Products. "Demethanized Mix" as used herein, means a mixture of any or all of the following components: ethane, propane, isobutane, normal butane, and natural gasoline. "Liquefied Petroleum Product" as used herein, means Demethanized Mix meeting specifications issued by the Carrier. "L.P.S.C." as used herein means the Louisiana Public Service Commission, "Shipper" as used herein means and refers to the party who contracts with the Carrier for the transportation of Liquefied Petroleum Product under terms of this tariff.
2	**Specifications and Restrictions**	Carrier reserves the right to refuse to accept any Liquefied Petroleum Products for transportation that does not meet Carrier's specifications, or those of any downstream carriers, or which is not good merchantable Liquefied Petroleum Products readily susceptible for transportation through Carrier's existing facilities. Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Liquefied Petroleum 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. Liquefied Petroleum Products tendered for transportation, which do not meet Specifications and Restrictions, may, at the option of the Carrier, be transported in accordance with these regulations under such terms as the Carrier and Shipper may agree. For delivery specifically to the Belle Rose NGL Pipeline Interconnect, St. James Parish, the Valve Station 3127 Interconnect, St. Charles Parish, and the Crawfish Valve Site St. Charles Parish Louisiana, Carrier shall provide transportation services pursuant to this tariff via a batched operation mode on Carrier's pipeline when it is operationally and contractually possible to do so. **Specifications** Specification Point / Test Method (Latest Issue) / Specifications (1) Components of Ethane and Propane are equal to or greater than 30% L.V. (2) Composition: — Gas Chromatography — (Weight Percent unless noted) Carbon Dioxide — GPA 2186 — *(Note 1)* Methane — GPA 2186 — *(Note 2)* Aromatics (Maximum) — GPA 2186 — 10.00 % L.V. Olefins — GPA 2186 — *(Note 3)* (3) Vapor Pressure: (Maximum) (at 100°F) — ASTM D-1267 — 550 psig

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2	**Specifications and Restrictions (cont'd.)**	(4) Corrosiveness: Copper Strip at 100°F — ASTM D-1838 — Number 1 *(Note 4)* (5) Total Sulfur: (Maximum) — ASTM D-2784 — 120 ppmw (6) Hydrogen Sulfide: — ASTM D-2420 — Pass (7) Carbonyl Sulfide: (Maximum) — ASTM D-5623 — 15 ppmw (of C3) (8) Distillation: (Maximum) End Point at 14.7 psia, °F — ASTM D-86 — 375 *(Note 5)* (9) Color: (Minimum Saybolt Number) — ASTM D-156 — +27 *(Note 5)* (10) Dryness: (Maximum) — The lower of 60 ppm measured with an on-line analyzer or no Free Water @ 40° F measured by observation (11) Product Temperature: — Minimum 40 °F, Maximum 130 °F (12) Halides (including Fluorides): (Maximum) — Antek Method — 1 ppmw (of NC4) *(Note 6)* (13) Contaminants: Demethanized Mix shall be commercially free from sand, dust, gums, and gum-forming substances, oil, impurities, and other objectionable substances which may be injurious to the system or which may interfere with its transmission through the system. Product will not contain liquid contaminants such as glycol, inhibitors, amine, or any compound added to the product to enhance the ability to meet these specifications. Particulate content shall be less than 20 micron in size. Note 1. Carbon Dioxide Maximum, 2.5 L.V.% of the Ethane Note 2. Methane Maximum, 1.5 L.V.% of the Ethane Note 3. Total Olefin Maximum, 0.5 L.V.% of the Normal Butane Butylene Maximum, 0.1 L.V.% of the Normal Butane Propylene Maximum, 5.0 L.V.% of the Propane/Propylene Note 4. The use of masking agents is strictly prohibited. Note 5. Distillation and Color to be run on that portion of the mixture having a boiling point of 70°F and above at atmospheric pressure. Note 6. Test shall be conducted using Antek Manufactured Analyzer Model #9000F, Injection, BoxModel #734A, or its replacement if discontinued.
3	**Origin Facilities and Pumping Facilities**	The Shipper shall provide such facilities at the Shipper's origin location, including pumping facilities, as are necessary to deliver tendered Liquefied Petroleum Products into the Carrier's existing facilities at such pressure and rates as will permit the Carrier to transport the stock as scheduled. The Shipper shall not be required to deliver into Carrier's pipeline at a line pressure exceeding 1440 pounds per square inch. Specific standards may be designated on a connection-by-connection basis if deemed necessary by the parties involved.

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4	**Storage Facilities**	Carrier does not furnish storage facilities or services at point of origin or destination, and Liquefied Petroleum Products will be accepted for transportation, only when the Shipper and the Consignee have provided equipment and facilities, including storage facilities, satisfactory to the Carrier for delivering such tenders at point of origin and for receiving same without delay upon arrival at destination. Satisfactory evidence may be required by Carrier showing that necessary facilities are available for delivering shipments at point of origin and receiving shipments at destination before any obligation to furnish transportation shall arise.
5	**Metering, Gauging, Testing and Sampling**	All shipments tendered to Carrier for transportation and deliveries made by Carrier shall be gauged or metered by Carrier, or by Carrier's representative, prior to, or at the time of, receipt from Shipper or delivery to Consignee. Shipper or Consignee shall at all times have the privilege of being present or represented during the gauging, testing, or metering. All volume measurements and product sampling shall be made in accordance with the most current edition of the appropriate API, GPA, or AGA standards, which are revised from time to time. Specific standards for metering, gauging, testing and sampling will be established on a connection-by connection basis.
6	**Measurement**	The quantity of Liquefied Petroleum Products deliverable at destination shall be the quantity received at origin less shrinkage, evaporation, or other loss in transit, including leaks and breaks, interface losses/gains, measurement error and other losses resulting from any cause other than gross negligence or willful misconduct on the part of the Carrier. All quantities will be measured using the most current edition of the appropriate API, GPA, or AGA standards, which are revised from time to time. Specific standards will be designated on a connection-by-connection basis if deemed necessary by the parties involved. Measured volumes shall be corrected to a base temperature of 60º Fahrenheit. Transportation charges will be assessed on such corrected delivered volume.
7	**Pro-Ration of Pipe Line Capacity**	**1. Definition of terms.** Except where the context requires another meaning, the following terms have the following meanings: 1.1 <u>New Shipper</u> means a Shipper that is not a Regular Shipper. A Shipper that becomes a New Shipper shall remain one for twelve (12) consecutive calendar months. 1.2 <u>Regular Shipper</u> means a Shipper that has – (a) shipped LPG on Carrier's system within the 12-month period preceding the first day of a month in which the system or a portion of the system is prorationed; and (b) first shipped LPG on the system more than twelve (12) months prior to the first day of the month in which the system is prorationed. **2. Prorationing of capacity.** 2.1 <u>When capacity will be prorationed</u>. Carrier will prorate the capacity of its system or a portion of its system during any month when it determines, in its sole discretion, based upon the signed good faith tender nominations properly submitted by Shippers, that the total volume nominated by all Shippers for shipment on Carrier's system or portion thereof during that month exceeds the capacity of the system or portion thereof. 2.2 <u>Division of capacity between Shipper classes.</u> Except as provided in paragraphs 2.7 and 2.9, prorationed capacity shall be divided between Regular Shippers as a class and New Shippers as a class. 2.3 <u>Availability of capacity to Regular Shippers</u>. After the adjustment for New Shippers,

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7	**Pro-Ration of Pipe Line Capacity (cont'd)**	as provided in paragraphs 2.5 and 2.6, all remaining capacity plus any pour-over capacity (as determined in accordance with paragraph 2.7) plus any unused allocated capacity as determined in accordance with paragraph 2.9 shall be available to Regular Shippers who have nominated volumes for that month. 2.4 Allocation to each Regular Shipper. Each Regular Shipper shall be allocated a volume of the capacity available to all Regular Shippers that is equal to a fraction, the numerator of which is the total shipments by that Shipper on Carrier's system using the latest twelve (12) month period, for which the month-end processes are completed preceding the month for which the Shipper's allocation is being calculated, and the denominator of which is the total shipments during such 12-month period by all Regular Shippers, multiplied by the total capacity available to all Regular Shippers during that month. 2.5 Availability of capacity to New Shippers. Not more than five (5) percent of the total available prorationed capacity of Carrier's system or portion thereof shall be made available to New Shippers. 2.6 Allocation to each New Shipper. Each New Shipper shall be allocated a volume of the capacity available to all New Shippers which is equal to the lesser of – (a) five (5) percent of the total available prorationed capacity of Carrier's system or portion thereof divided by the number of New Shippers who nominated volumes for shipment on the system or portion thereof during the month for which the allocation is being calculated; or (b) 1.25 percent (one-fourth of 5%) of the available capacity of the system or portion thereof for that month. 2.7 Pour-over capacity. Any amount of prorationed capacity which is available to New Shippers under the rules in paragraphs 2.5 and 2.6, but is not nominated by an eligible New Shipper, shall be deemed "pour-over capacity" and shall be made available to Regular Shippers in accordance with the rules in paragraphs 2.3 and 2.4. 2.8 Basis for allocation: notification. When prorationing of the capacity of Carrier's system or portion thereof is in effect – (a) Carrier's available capacity shall be allocated among eligible Shippers on a monthly basis; and (b) Carrier shall use reasonable efforts to notify each Shipper entitled to an allocation of capacity of the amount of its allocation not later than the first working day of the month for which the allocation is made. 2.9 Reallocation of unused allocated capacity. If, during a month of prorationing, a Shipper fails to use all of its allocated capacity, such unused capacity shall be available to other Shippers, as follows: (a) Unused allocated capacity resulting from a Regular Shipper's failure to use all of its allocated capacity shall be reallocated among other Regular Shippers in accordance with the rules in paragraph 2.4. (b) Unused allocated capacity resulting from a New Shipper's failure to use all of its allocated capacity shall be reallocated among other New Shippers in accordance with the rules in paragraph 2.6. If, however, the reallocation would cause any New Shipper's total allocation for a month to exceed 1.25 percent of the available capacity for that month, such excess shall be treated as unused allocated capacity and shall be reallocated among Regular Shippers in accordance with the rules in subparagraph (a) of this paragraph. 2.10 Failure to use allocated capacity. (a) Except as provided in subparagraph (b) of this paragraph, a Shipper that fails to use all of its allocated capacity during a month of prorationing shall have its allocation of capacity reduced in each subsequent month of prorationing until the total reductions equal the amount of the deficiency. The amount of any such reduction shall be treated as unused allocated capacity and shall be reallocated among other Shippers in accordance with the rules in paragraph

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7	**Pro-Ration of Pipe Line Capacity (con't)**	2.9. (b) Reduction of a Shipper's allocation for failure to use its allocated capacity during a prior month of prorationing may be waived, in whole or in part if Carrier determines, in its sole discretion, that the Shipper's failure to use all or some of its allocated capacity was due to factors beyond the Shipper's reasonable control. 2.11 <u>Transfer of prorated capacity;</u> Use of affiliates. Except as provided in paragraph 2.12 2.9, 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 or by other contractual commitments as unanimously agreed to by Shipper, Carrier and assignees. A Shipper may not use an affiliated or cooperating entity to obtain an increased allocation of prorationed capacity, in the case of a Regular Shipper, seek New Shipper status in order to pool two or more allocations to the benefit of the Shipper.
8	**Clear Title Required**	When any Liquefied Petroleum Product tendered for transportation is involved in litigation, disputed ownership, or encumbrance by lien or charge of any kind, Carrier may refuse to accept delivery and transportation of such Liquefied Petroleum Product or may require of the Shipper or Shippers an indemnity bond to protect it against any and all loss.
9	**Payment of Transportation and Other Charges**	Rates charged will be those in effect on the date of receipt of Liquefied Petroleum Products into the Carrier's pipeline. Carrier will bill Shipper for transportation charges and all other lawful charges accruing on the Liquefied Petroleum Products accepted for transportation based on delivery out of the pipeline. The Shipper or Consignee shall pay the Carrier for transportation and all other lawful charges accruing on Liquefied Petroleum Products tendered and accepted for shipment, and, if required, shall pay the same before final delivery. Carrier shall have a lien on all Liquefied Petroleum Products in its possession to cover charges for transportation and other lawful charges and may withhold delivery of Liquefied Petroleum Products until said charges are paid. If such charges remain unpaid for more than fifteen days after notice of readiness to deliver, the Carrier by any agent may sell said Liquefied Petroleum Products at public auction at the office of Chevron Pipe Line Company, at Houston, Texas, on any day not a Sunday or a legal holiday and not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in the city where said office is located, said notice giving the time and place of the sale and quantity of Liquefied Petroleum Products to be sold. From the proceeds of the sale, the Carrier may pay itself all charges lawfully accruing, including all expenses of said sale, and the net balance shall be held for whomsoever may be lawfully entitled thereto.
10	**Liability of Carrier**	The Carrier in possession of the property herein described, shall not be liable for any loss or damage or delay caused by acts of God, acts of the public enemy, wars, blockades, insurrections, strikes or differences with workmen, riots, disorders, epidemics, quarantines, landslides, lightning, earthquakes, fires, storms, hurricanes, tornados, floods, washouts, civil disturbances, explosions, sabotage, authority of law or of public order, or act of default of Shipper or owners, or for any other cause not due to the gross negligence or willful misconduct of the Carrier whether similar or dissimilar to the causes herein enumerated, and in the case of loss of any Liquefied Petroleum Products from any such causes, the Shipper shall bear the loss in such proportion as the amount of his shipment is to all of the Liquefied Petroleum Products then in the custody of the Carrier for shipment via the lines or other facilities in which the loss or damage occurs, and the Shipper shall be

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		entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event, the Shipper shall be required to pay charges only on the quantity of Liquefied Petroleum Products delivered.
11	**Notice of Claims**	As a precedent to recovery, notice of claims for loss, damage, or delay in connection with the shipment of Liquefied Petroleum Products must be made in writing to the Carrier, within ninety-one (91) days after such shall have accrued, or, in case of failure to make delivery, then within ninety-one (91) days after a reasonable time for delivery has elapsed. Suit shall be instituted against the Carrier only within one (1) year and one (1) day from the day that notice is given in writing 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 for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier will not be liable.
12	**Use of Communication Facilities**	If Carrier maintains a private communications system, Shipper may use same without charge for messages incident to a shipment. However, the Carrier shall not be held liable for non-delivery of messages, errors or delay in transmission, or interruption of service.
13	**Identity of Liquefied Petroleum Products**	Carrier will use its best efforts, given the operational nature of the pipeline, to deliver to Consignee, the same quality of Liquefied Petroleum Products as that accepted for transportation at the Carrier's origin location.
14	**Nominations**	Shippers will be required to submit tenders by the twenty-fifth (25th) of the month preceding the month of shipment and no tender shall be considered beyond the amount which the party requesting shipment has readily accessible for shipment. If a Shipper fails to deliver for transportation during the month of shipment the volumes so tendered by it, its volumes for the succeeding month may be reduced by the amount of allocated throughput not utilized during the preceding month.

ITEM NO. 15

TABLE OF RATES
APPLICABLE TO ROUTING OF
LIQUEFIED PETROLEUM PRODUCTS

FROM	TO	RATE IN CENTS PER BARREL OF 42 UNITED STATES GALLONS
Venice, Plaquemines Parish, Louisiana	Belle Rose NGL Pipeline Interconnect, St. James Parish, Louisiana	[I] 84.40
	Valve Station 3127 Interconnect St. Charles Parish, Louisiana	[I] 84.40
	Crawfish Valve Site St. Charles Parish, Louisiana	[I] 84.40