

# **WEST TEXAS LPG PIPELINE LIMITED PARTNERSHIP**

## **LPG PIPELINE SYSTEM**

### **LOCAL AND VOLUME INCENTIVE TARIFF**

Containing

### **Rates**

Governing the Intrastate Pipeline Transportation of

### **LIQUIFIED PETROLEUM GAS (LPG)**

**From Points in Texas**

**To**

**Points in Texas**

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The rates published in this tariff are subject to the rules and regulations published in West Texas LPG Pipeline Limited Partnership's R.R.C. No. 65, supplements thereto, and successive issues thereof.

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

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**TABLE 1 OF BASE RATES**

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

Rates in Cents per Barrel, applying on LIQUIFIED PETROLEUM GAS (LPG) – DEMETHANIZED MIX

FROM (ORIGIN)		TO (DESTINATION)	RATE
NAME	COUNTY		
Fullerton Plant	Andrews	Mont Belvieu, Chambers Co., Texas <sup>(1)</sup> Targa, Sour Lake, Hardin Co., Texas EZ Pipeline, Upton Co., Texas Seminole Pipeline, Howard Co., Texas Louis Dreyfus Pipeline – Baden, Martin Co., Texas	<b>93.12</b>
Headlee Plant	Midland		<b>93.12</b>
Sand Hills Plant	Crane		<b>93.12</b>
Block 31 Plant	Crane		<b>93.12</b>
Yates Plant	Crockett		<b>93.12</b>
J.L. Davis Nelah Plant	Crockett		<b>93.12</b>
Tippet Plant	Crockett		<b>93.12</b>
Panola P/L (Lufkin)	Angelina		Mont Belvieu, Chambers Co., Texas <sup>(1)</sup>  Targa, Sour Lake, Hardin Co., Texas
Chapparal Pipeline	Chambers	<b>8.47</b>	
Pueblo Plant	Eastland	<b>93.12</b>	
Ranger 108 Plant	Eastland	<b>79.72</b>	
Ranger Gathering Plant	Eastland	<b>79.72</b>	
Hill Lake	Eastland	<b>93.12</b>	
Eastland	Eastland	<b>79.72</b>	
Ranger – HFL	Eastland	<b>79.72</b>	
Trinidad Plant	Freestone	<b>79.72</b>	
Longview	Gregg	<b>79.72</b>	
Cresson Plant	Hood	<b>79.72</b>	
Barton Chapel Plant	Jack	<b>79.72</b>	
Bridgeport Trucks	Jack	<b>79.72</b>	
Worsham - Steed	Jack	<b>79.72</b>	
South Godlev Plant	Johnson	<b>79.72</b>	
Bishop Energy Plant	Parker	<b>79.72</b>	

**TABLE OF BASE RATES, continued**

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

FROM (ORIGIN)		TO (DESTINATION)	RATE (cpb)
NAME	COUNTY		
Godley Plant	Parker	Mont Belvieu, Chambers Co., Texas <sup>(1)</sup>  Targa, Sour Lake, Hardin Co., Texas	<b>79.72</b>
Greenwood Plant	Parker		<b>79.72</b>
Weatherford Meter (Station ) 1	Parker		<b>79.72</b>
Gordon Plant	Palo Pinto		<b>79.72</b>
Huckabay Plant	Palo Pinto		<b>79.72</b>
Lone Camp Plant	Palo Pinto		<b>79.72</b>
Tolar Plant	Palo Pinto		<b>79.72</b>
Carthage	Rusk		<b>79.72</b>
Henderson	Rusk		<b>79.72</b>
Shackleford Plant	Shackleford		<b>93.12</b>
Abilene Trucks	Taylor		<b>93.12</b>
Woodville Plant	Tyler		<b>79.72</b>
Enbridge facilities	Upshur		<b>79.72</b>
Gladewater Trucks	Upshur		<b>79.72</b>
Bridgeport Plant	Wise		<b>79.72</b>
Dynegy Chico Plant	Wise	<b>79.72</b>	
Springtown Enserch Plant	Wise	<b>79.72</b>	

<sup>(1)</sup> WTLPG can deliver into MB via WTLPG interconnections with Dynegy's Cedar Bayou Fractionator, Enterprise's MB Fractionator, and Conoco's GCF Plant. Effective March 1, 2006 WTLPG can deliver into Oneok's - MB1 plant.

**TABLE 2**  
**Take or Pay Volume Incentive Rates**  
**(Subject to ITEM 105c herein)**

Rates in Cents per Barrel, applying on LIQUIFIED PETROLEUM GAS (LPG) - DEMETHANIZED MIX

FROM (ORIGIN)		TO (DESTINATION)	VOLUME INCENTIVE RATE* (cpb)
NAME	COUNTY		
MWE Pipeline Interconnect, near Henderson, Texas	Rusk	Mont Belvieu, Chambers Co., Texas <sup>(1)</sup>	[U] 62.65
		Targa, Sour Lake, Hardin Co., Texas	

*\*Rate is subject to change each July 1<sup>st</sup>.*

DEFINED ANNUAL PERIOD	MINIMUM COMMITMENT VOLUME (FOR THE DEFINED ANNUAL PERIOD)
JAN 1, 2006 – DEC 31, 2006	2,315,000
JAN 1, 2007 – DEC 31, 2007	2,085,000
JAN 1, 2008 – DEC 31, 2008	1,875,000
JAN 1, 2009 – DEC 31, 2009	1,688,000
JAN 1, 2010 – DEC 31, 2010	1,520,000
JAN 1, 2011 – DEC 31, 2011	1,370,000
JAN 1, 2012 – DEC 31, 2012	1,230,000
JAN 1, 2013 – DEC 31, 2013	1,230,000
JAN 1, 2014 – DEC 31, 2014	1,230,000
JAN 1, 2015 – DEC 31, 2015	1,230,000

<sup>(1)</sup> WTLPG can deliver into MB via WTLPG interconnections with Dynegy's Cedar Bayou Fractionator, Enterprise's MB Fractionator, and Conoco's GCF Plant. Effective March 1, 2006 WTLPG can deliver into Oneok's - MB1 plant.

**Item 105c Ten Year Volume Incentive Rate Program**

Commencement of Volume Incentive Rate Program. The Volume Incentive Rate Program will apply to volumes transported beginning January 1, 2006 by Shippers entering into Volume Incentive Rate Programs Agreements with Carrier, provided that one or more shippers enter into agreements with Carrier to ship or pay for, in the aggregate, a minimum volume each year as set forth below.

Additional Shippers. Additional Shippers may become eligible for this rate for transportation occurring from January 1, 2006 through December 31, 2015 by entering into a Volume Incentive Rate Program Agreement with Carrier to participate in the Volume Incentive Program. If additional Shippers enter into such Volume Incentive Rate Program Agreements, they will be charged the volume incentive rate in Table 2 above; if Shippers tendering LPG from the Mark West Carthage Plant do not enter into Volume Incentive Rate Program Agreements, they will be charged the applicable rate in Table 1 of this tariff.

Shippers Transporting Under Program Rate. All Shippers who enter into agreements with the Carrier to transport under this Volume Incentive Rate Program, regardless of when they enter into such agreements, shall be collectively referred to as “Shippers Transporting Under Program Rate.”

Rate Changes. Carrier may change the rate set forth above pursuant to the Volume Incentive Rate Program Agreements with Shippers.

Program Carry Forward Volume. For the first five Annual Periods, 2006 through 2010, a total of up to 730,000 barrels of LPG transported in an Annual Period may be carried forward. The carry forward volume shall not exceed 730,000 barrels, regardless of LPG volumes transported in excess of the Minimum Commitment Volume, but the carry forward volume may be replenished up to 730,000 barrels if used in a prior Annual Period.

Any carry forward volume remaining at the end of 2010 may be carried forward into 2011. Any volumes transported during years 2012 through 2015 in excess of the Minimum Commitment Volume for each Annual Period may be carried forward for future Annual Periods.

Deficiency Payment. If during any Annual Period, the total actual volumes shipped by Shippers Transporting Under Program are less than the Minimum Commitment for an Annual Period, and to the extent that such is not due to conditions of Force Majeure, all Shippers Transporting Under Program will be billed equally for the Deficiency Payment. For example, if there are two

Shippers Transporting Under Program, they will each be billed for 50% of the Deficiency Payment. Such Deficiency Payment shall equal the difference between the Minimum

Commitment Volume and the actual shipments of Shippers Transporting Under Program during the Annual Period multiplied by the then effective Program Rate. A Deficiency Payment, if applicable, will be included in the Shipper invoices applicable to the last month of the Annual Period. A Shipper whose Volume Incentive Rate Program Agreement commences or terminates during an Annual Period shall be subject to any Deficiency Payment for that Annual Period.

Proration: Any proration of capacity by Carrier shall reduce the Minimum Commitment Volume during the period of proration by the amount of LPG that Shippers Transporting Under Program transport on another pipeline. Shippers Transporting Under Program shall provide Carrier with any requested documentation regarding shipments on another pipeline period of proration.

Force Majeure. For purposes of this Program, Force Majeure means any act, circumstance or event beyond the control of the Party claiming such event, including but not limited to major mechanical failure, power outage, earthquakes, hurricanes, fires, storms, tidal waves or other acts of God, acts of terrorism, riots, strikes, lockouts, picketing, boycotts, insurrections, rebellions, civil disturbances, war and dispositions or orders of governmental authority, whether such authority be actual or assumed. If Carrier is unable to transport due to a Force Majeure event all volumes of LPG that Shippers Transporting Under Program tender, any quantity of LPG shipped on another pipeline by Shippers Transporting Under Program during a Force Majeure event shall receive credit toward satisfying the Minimum Commitment Volume. Shippers Transporting Under Program shall provide Carrier with any requested documentation regarding shipments on another pipeline or by truck during an event of Force Majeure.

Sharing of Shipper Information. Due to the nature of the Program, it may be possible for Shippers Transporting Under Program to know or otherwise ascertain the volumes of other Shippers Transporting Under Program. All Shippers Transporting Under Program authorize the sharing of volume information necessary for the implementation of the Program.

#### ITEM 120 BENEDUM INCENTIVE PROGRAM

- (a) **[W]** To qualify for the Incentive Rates listed below, Shipper must sign a commitment agreement to ship or caused to be shipped, or pay for a minimum volume, from one or both of the Origin Points shown below to the EZ Pipeline Interconnect in Upton County, Texas. The commitment for the Fullerton Gas Plant Origin Point shall consist of one 12 month Period, with a Minimum Commitment Volume from the Fullerton Gas Plant of 1,825,000 barrels per Period (the Minimum Commitment Volume). The commitment for the Headlee Gas Plant Origin Point shall consist of one contractual six (6) month Effective Period, with a Minimum Commitment Volume from the Headlee Gas Plant of 644,000 barrels (the Commitment Volume).
- (b) **Minimum Commitment Volume Deficiency Payment.** Shipper shall make a deficiency payment if it fails to deliver the applicable Minimum Commitment Volume during an Annual Period based on any deficient barrels times the incentive rate below. If shipper transportation from an Origin Point listed below has been curtailed during the Annual Period due to proration on WTP, or a Force Majeure event, shipper will receive a credit against its Annual Minimum Commitment Volume for purposes of determining a Deficiency Payment. Any such credit shall be calculated and applied only if the shipper has not met its Annual Minimum Commitment Volume.

Rates in Cents per Barrel, applying on LIQUIFIED PETROLEUM GAS (LPG) - DEMETHANIZED MIX

FROM		TO		RATE
ORIGIN	STATE	DESTINATION	STATE	
Fullerton Gas Plant	TX	EZ Pipeline, Upton Co., TX	TX	[U] 39.61
Headlee Gas Plant				[U] 53.19

#### EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS:

[W] Wording Change

[U] Unchanged Rate