

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**

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

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

Effective: October 17, 2009

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BASE RATES

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

All rates on this page are unchanged unless otherwise indicated

FROM			TO		RATE
ORIGIN	STATE	DESTINATION	STATE		
	Salt Creek Plant	TX	Mt. Belvieu Destinations Targa – Sour Lake EZ Pipeline-Upton Seminole Pipeline-Howard	TX	131.02
	Snyder Plant	TX			
	Conger Plant	TX			
	Benedum Plant	TX			
	Sterling Plant	TX			
[N]	Mabee Plant	TX			
	Salt Creek Plant	TX	[W] Louis Dreyfus Pipeline – Baden, Martin Co., Tx.	TX	59.11
	Block 31 Plant (Meter)	TX	Patriot Fractionator	TX	93.12
	Patriot Fractionator	TX	Mt. Belvieu Destinations Targa – Sour Lake	TX	93.12

ITEM 105a DISCOUNT RATES

The discount rates published below will be charged to any shipper transporting demethanized mix from the Benedum Plant to the destinations indicated.

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

FROM			TO		DISCOUNT RATE*
Origin	STATE	Destination	STATE		
Benedum Plant	TX	Mt. Belvieu Destinations	TX	93.12	
		Targa – Sour Lake			

ITEM 106

Commencement of Volume Incentive Rate Program. The volume rate published in this Item will be available upon one or more Shipper(s) entering into an agreement with Carrier to transport on Carrier all of the LPG it owns or controls at the Sterling Plant and guaranteeing to ship or pay for, in total, a minimum of 1,277,500 barrels of LPG each year (“Minimum Commitment Volume”) for five years (“Annual Periods”) commencing on January 1, 2006, subject to early termination only pursuant to the terms of the agreement. Upon execution of such an agreement and commencing January 1, 2006, all LPG tendered to Carrier from the Sterling Plant will be counted toward the Minimum Commitment Volume, regardless of the identity of the Shipper.

Additional Shippers. Additional Shippers may become eligible for this rate for transportation occurring from January 1, 2006 through December 31, 2010 by entering into a Volume Incentive Rate Program Agreement with Carrier to ship on Carrier all of the LPG that the Shipper owns or controls at the Sterling Plant. If additional Shippers enter into such Volume Incentive Rate Program Agreements, they will be charged the volume incentive rate in this Item; if Shippers tendering LPG from the Sterling Plant do not enter into Volume Incentive Rate Program Agreements, they will be charged the applicable rate in 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. All volumes transported during the first three Annual Periods of the Program which are in excess of the Minimum Commitment Volume may be carried forward to the fourth and/or fifth Annual Period to partially or fully satisfy the Minimum Commitment Volumes for those periods. If there is only one Shipper Transporting Under Program Rate during the last month of the Annual Period, the carry forward will be done at that Shipper’s direction. If there is more than one Shipper Transporting Under Program during the last month of the Annual Period, the Carrier will apply the carry forward volume first to the Minimum Commitment Volume for the fourth Annual Period and the remainder, if any, to the fifth Annual Period Minimum Commitment Volume.

Deficiency Payment. If during any Annual Period, the actual volumes of LPG shipped from the Sterling Plant are less than the Minimum Commitment Volume, and to the extent that such is not due to conditions of Force Majeure or proration (as set forth below), all Shippers Transporting Under Program Rate will be billed proportionally for the shortfall. For example, if two shippers are participating in the Program, and Shipper A transports 65% of the total volume for that Annual Period, Shipper A will be billed for 65% of the difference between the Minimum Commitment Volume and the actual volume of shipments during the Annual Period multiplied by the then effective Program Rate (“Deficiency Payment”). 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 pipeline capacity by Carrier shall proportionally reduce the Minimum Commitment Volume (for example, a reduction by Carrier in nominations available to Shippers Transporting Under Program of 5% shall reduce the Minimum Commitment Volume by 5%) for each month under 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 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.

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

FROM (ORIGIN)		TO (DESTINATION)	VOLUME INCENTIVE RATE* (cpb)
NAME	COUNTY		
Sterling Plant	Sterling	Mont Belvieu Destinations	[U] 91.48
		Targa, Sour Lake	

**Rate is subject to change each July 1st.*

DEFINED ANNUAL PERIOD	MINIMUM COMMITMENT VOLUME (FOR THE DEFINED ANNUAL PERIOD)
JAN 1, 2006 – DEC 31, 2006	1,277,500
JAN 1, 2007 – DEC 31, 2007	1,277,500
JAN 1, 2008 – DEC 31, 2008	1,277,500
JAN 1, 2009 – DEC 31, 2009	1,277,500
JAN 1, 2010 – DEC 31, 2010	1,277,500

ITEM 112 PATRIOT INCENTIVE PROGRAM

- (a) To qualify for the Incentive Rate listed in Item 112, Shipper must sign a commitment agreement to ship or pay for a minimum volume from the Origin Point shown below to the Patriot Fractionator (the Minimum Commitment Volume) and from the Patriot Fractionator to the Subsequent Delivery Point at Mont Belvieu (the Minimum Return Commitment Volume). The Minimum Commitment Volume for the Block 31 Plant is 1,100,000 barrels per Annual Period. (Each Annual Period shall consist of consecutive twelve calendar month periods. The first Annual Period shall begin on the first day of the calendar month in which the dedicated volume of LPG is first delivered for transportation but in no case shall the Annual Period begin later than February 1, 2008). The Minimum Return Commitment Volume will equal the ethane percentage contained in the Demethanized Mix delivered by shipper to the Patriot Fractionator per Annual Period.
- (b) **Minimum Commitment Volume Deficiency Payment.** Shipper shall make a deficiency payment if it fails to deliver the Minimum Commitment Volume during an Annual Period based on any deficient barrels times the incentive rate below. If shipper transportation from the 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 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. Shipper may carry forward into the next Annual Period a deficiency volume of up to 5% of its Annual Minimum Commitment Volume for any Origin Point delivering into the Patriot Fractionator shown below.
- (c) **Minimum Return Commitment Volume Deficiency Payment.** Shipper shall make a deficiency payment if it fails to deliver the Minimum Return Commitment Volume during an annual Period based on any deficient barrels times the published rate from the Patriot Fractionator to Mt. Belvieu, TX.. If shipper transportation from the Patriot Fractionator 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 Return 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 Return Commitment Volume. Shipper may carry forward a deficiency volume of up to 5% of its Minimum Return Commitment Volume for an Annual Period into the next Annual Period.

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

FROM		TO		RATE
ORIGIN	STATE	DESTINATION	STATE	
Block 31 Plant (Meter)	TX	Patriot Fractionator	TX	[U] 37.53

EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS:

[N] New [U] Unchanged Rate [W] Change in Wording Only