

# **RIO GRANDE PIPELINE COMPANY LLC**

## **Local Pipeline Tariff**

Containing

## **Rates, Rules, and Regulations**

Applying On

## **LIQUEFIED PETROLEUM PRODUCTS**

Transported by Pipeline

Within Texas

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Operated by Enterprise Products Operating LLC (P-5 #253368) Under T-4 Permit No. 05202.

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

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The rates in this tariff are expressed in dollars per barrel of 42 U.S. Gallons and are subject to change as provided by law, also to the Rules and Regulations published herein, supplements hereto, and reissues hereof.

**EFFECTIVE: JULY 1, 2023**

ISSUED AND COMPILED BY:  
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## GENERAL APPLICATION OF TARIFF

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The General Rules and Regulations published herein apply in their entirety to the services covered by this tariff, that is, to the transportation of Product from the origins to the destinations named herein.

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## GENERAL RULES AND REGULATIONS

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### ITEM 5 DEFINITIONS

“Affiliate” means any person or entity that, directly or indirectly: (i) controls Shipper; (ii) is controlled by Shipper; or (iii) is under common control with Shipper. As used in this definition the terms “control,” “controls,” and “controlled by” mean the power to direct or cause the direction of the management and policies of another person or entity whether through the ownership of shares, a contract, trust arrangement, or any other means, either directly or indirectly, which results in control in fact. Affiliates are also persons or entities with common mailing or business addresses, business telephone numbers, or bank accounts.

“Barrel” means 42 United States gallons of 231 cubic inches at 60°F and equilibrium vapor pressure.

“Carrier” means Rio Grande Pipeline Company LLC.

“Estream” means the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier’s pipelines and facilities.

“Financial Assurances” means: (a) a prepayment (which will be held by Carrier without interest accruing thereon) in an amount and in a form satisfactory to Carrier; (b) a standby irrevocable letter of credit in favor of Carrier in an amount and in a form satisfactory to Carrier and issued by a financial institution acceptable to Carrier; or (c) a guaranty in an amount and in a form satisfactory to Carrier and provided by a guarantor acceptable to Carrier; or (d) other enforceable collateral security or credit support, in form and substance acceptable to Carrier.

“Nomination” or “Nominations” means the communication from a Shipper to Carrier, in accordance with Item 10, notifying Carrier of a stated quantity and type of Product Shipper desires to tender for Services on Carrier’s pipeline each month.

“Obligations” has the meaning set forth in Item 65.

“Product” means Propane or propane/butane mix having a composition ranging from 70%/30% propane to butane up to 100% propane. Propane will meet Carrier’s propane specifications and butane will meet Carrier’s butane specifications.

“Shipper” means a party who ships on the pipeline pursuant to a Nomination accepted by Carrier under the terms of this tariff.

“TSA” means a transportation services agreement executed by a Shipper with the Carrier with respect to transportation services on Carrier’s pipeline.

### ITEM 10 SCHEDULING OF TRANSPORTATION

Shippers desiring to originate Product shall furnish a Nomination specifying the origins and destinations of the Product offered to Carrier via Estream no later than the 15th calendar day of the preceding month in which Shipper desires transportation. If Shipper does not furnish such Nomination, Carrier will be under no obligation to accept such Product for transportation. Product will be accepted for transportation, subject to Items contained herein, at such time and in such quantity as scheduled by Carrier. Carrier will 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 TSA in accordance with Item 85.

### ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS AND TESTING

Carrier reserves the right to refuse receipt of any Product for transportation the components of which do not meet Carrier’s propane or butane specifications, or which is not good merchantable Product 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 component of Product to be transported in Carrier’s pipeline. Carrier may 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 will prevail. If, upon investigation, Carrier determines that a Shipper has delivered to Carrier’s facilities components that have contaminated the common fungible stream, rendering all or a portion of the fungible Product stream undeliverable, Carrier reserves the right to treat or otherwise dispose of all contaminated Product in any reasonable commercial manner and at Shipper’s sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional [U]104 cents per Barrel penalty charge.

#### **ITEM 20 MINIMUM SHIPMENT/LINEFILL**

A shipment of 30,000 barrels or more of the same specification and component percentages is required on all Products. Carrier may elect to accept a shipment of less than 30,000 barrels of Product for transportation subject to delay until Carrier has accumulated 30,000 barrels of like Product at a designated origin from the same or other Shippers. Carrier may accept a shipment of less than 30,000 barrels for immediate shipment provided that Shipper and the receiving facility will be responsible for handling interfaces and that all Product will be invoiced without regard to interfaces. Either prior to or after the acceptance of Shipments for transportation through Carrier's pipeline system, Carrier will require each Shipper to provide a pro rata part of the volume of Products necessary for pipeline fill. Products provided by a Shipper for this purpose may be withdrawn from the system only with the prior approval of Carrier or after reasonable notice of such Shipper's intention.

#### **ITEM 25 ODORIZATION**

Carrier shall not act in any manner on behalf of Shipper in the purchase, storage, and injection of odorant nor act on Shipper's behalf for the purpose of enabling Shipper and its consignees to comply with applicable United States or Mexican regulations governing injection of odorant. Shipper acknowledges that deliveries of Product under this tariff will not be injected with odorant, and Shipper warrants to Carrier that odorization is not required by any applicable law or regulation or applicable standards for prudent operation as to or in connection with the purposes and uses to be made of Product. Shipper shall indemnify and defend Carrier from any claims, liability, or losses (including costs of defense and reasonable attorney's fees) arising out of or related to any inaccuracy of such warranty or arising out of or related to the failure of Shipper or Shipper's consignee to handle in a prudent manner unodorized Product. To the extent odorization is or becomes required by any applicable law or regulation, shipper acknowledges and represents that it is knowledgeable in the chemical and physical properties and limitations, storage, use, and handling of odorant and Product, whether odorized or unodorized, and that Shipper provides its consignees with such information and warnings it believes necessary for proper use of Product. Excepting losses or damages to the Product transported or handled by Carrier hereunder, Shipper agrees to 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, Shipper's consignee, or third parties based on or arising out of selection or use of an odorant or arising from Shipper's or Shipper's consignee's delivery, receipt, use, transportation, storage, or sale of Product. Such indemnification includes, but is not limited to, any claim against Carrier as described above whether based on product liability, shipper's, shipper's consignee, or third parties' negligence, breach of warranty, or other fault or any other cause of action, whether legal or equitable in nature.

#### **ITEM 30 APPLICATION OF RATES**

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation by Carrier at the rate in effect on the date Product is delivered to the destination. Carrier shall invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted in accordance with Carrier's then-current payment policies and procedures at the rates published herein.

#### **ITEM 35 ORIGIN AND DESTINATION FACILITIES**

Carrier shall accept Product only at Carrier's origins shown herein when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

#### **ITEM 40 MEASUREMENT**

Except as otherwise provided, Carrier will not charge for metering Product upon receipt and delivery. Observed volumes of Product at operating pressures and temperatures will be corrected to net volume at 60°F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard as stated in the English language version.

#### **ITEM 45 ALLOCATION**

When there is offered to Carrier Product quantities greater than can be transported, Carrier shall allocate transportation capacity. Allocation will be based on Shipper's historical volume. Historical volume is defined as the Shipper's Product movement during the first 12 calendar months following a date 13 calendar months prior to the first day of the calendar month during which capacity will be allocated. Allocation will be stated as a daily volume, but will be calculated for the calendar month. During periods of allocation, 5% of the system capacity will be reserved for those Shippers who have not established historical volumes. This 5% will be allocated on a current tender basis. Allocated space is not transferable between Shippers. If tender changes are made after space allocations have been distributed, which result in unused or additional space becoming available, this space will be allocated to all scheduled Shippers using a current tender basis.

#### **ITEM 50 IDENTITY OF SHIPMENTS**

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 specification as the Product shipped.

## **ITEM 60 DEMURRAGE**

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event 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, Carrier will have the right, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, 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, including any interface, out of the pipeline. In addition to the foregoing remedy, in the event pipeline flow rates are reduced due to Shipper's inability to take delivery of Product, Shipper shall pay an hourly demurrage penalty equal to the product of a) the current tariff rate from the affected pipeline segment origin to the furthest destination on such segment and b) the pipeline hourly flow capacity and c) the number of hours that Shipper's Product remains in the pipeline.

## **ITEM 65 INVOICING AND PAYMENT OF CARRIER CHARGES**

Shipper shall pay all charges as provided for in this tariff or otherwise lawfully due to Carrier, and, if required by Carrier, shall pay the same before acceptance or delivery by Carrier of Shipper's Product. Carrier shall invoice Shipper for charges or other lawfully due amounts on a weekly basis unless otherwise specified in a TSA or where operational issues make billing on a weekly basis impractical. Shipper shall pay all invoiced amounts within 10 days of the date of invoice from Carrier. If any amounts owed by Shipper are not paid by the due date of Carrier's invoice, Carrier will have the right to assess an interest charge on the entire past-due balance until paid in full at the rate equal to the lesser of (i) 18% per annum, or (ii) the maximum non-usurious interest rate that may then be charged under Texas law. Carrier may require that all payments to Carrier be sent by wire transfer in accordance with the instructions on Carrier's invoice to Shipper.

Carrier will have a lien upon 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): (a) all product of Shipper in the possession of Carrier or its agents including linefill; (b) all of Shipper's prepayments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (c) all proceeds of any of the foregoing property in any form (collectively, "Collateral"). The foregoing lien and Collateral secures all of the following obligations of Shipper (collectively, the "Obligations"): (i) any and all charges owed to Carrier by Shipper under this tariff or otherwise lawfully due to Carrier, including penalties, interest, and late payment charges; (ii) the reimbursement of any costs or amounts Carrier may advance, spend, or incur for the storage, preservation, removal, or sale of the Collateral or otherwise to enforce the lien or these Obligations; and (iii) all amounts owed under any modifications, renewals, or extensions of any such Obligations. The lien provided in this tariff is in addition to any lien or security interest provided by applicable law and any and all other rights and remedies Carrier may have at law or in equity. If any amounts accruing and owed to Carrier remain unpaid 10 days after written notice and demand therefor, then Carrier or its agent will have the right, in addition to and not in limitation of its other rights and remedies, to sell any or all of the Collateral at public auction, on any day not a legal holiday.

The date for the sale will be at least 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 a description and the location of the Collateral to be sold. At such sale, Carrier or any of its Affiliates will have the right to bid, and if the highest bidder, to become the purchaser. Carrier shall apply the proceeds of any such sale to the payment of Obligations accruing or due to Carrier and to the reimbursement of expenses associated with the sale of the Collateral, and the balance remaining, if any, will be paid to or held for whomsoever may be lawfully entitled thereto. Carrier may, with or without notice to Shipper, appoint agents to retain possession of Shipper's Product on behalf of Carrier for the purpose of enforcing this security interest, lien, and assignment. Carrier will have the right to file all such documents as it deems appropriate in order to perfect or maintain the perfection of the security interest, lien, and assignment granted herein, and Shipper shall cooperate and execute all such documents as may be reasonably requested by Carrier.

If Shipper fails to satisfy when due any Obligations to Carrier, then Carrier will have the right, until all such Obligations, including interest thereon, are paid in full to: (i) refuse to provide Shipper access to Carrier's facilities or provide transportation services for Shipper's Product; (ii) set-off (including by set-off, offset, recoupment, combination of accounts, deduction, retention, or counterclaim) any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of Shipper's Affiliates under this tariff, any contract, or against any Product of Shipper in the custody of Carrier or its agents; and (iii) exercise any other rights or remedies under this tariff, any contract with Shipper, or under applicable law or in equity; provided, however, that Carrier will only exercise its right to refuse to provide Shipper access to Carrier's facilities or provide transportation services if Shipper has not provided Financial Assurances to Carrier sufficient in Carrier's reasonable discretion to satisfy the Obligations; provided further, notwithstanding any such Financial Assurances, if such Obligations have remained unsatisfied for 60 days past the date due, even if Shipper has provided Financial Assurances, Carrier will have the right to refuse Shipper access to Carrier's facilities or provide transportation services for Shipper's Product until such Obligations have been satisfied. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid Obligations, including reasonable attorney fees and costs incurred by Carrier.

At any time, upon the reasonable request of Carrier, any prospective or existing Shipper shall provide information to Carrier that will allow Carrier to determine the prospective or existing Shipper's capacity to perform any Obligations that could arise under the terms of this tariff or a TSA. Carrier is not obligated to accept Product for transportation from or to provide access to Carrier's facilities to an existing or prospective Shipper if Shipper or prospective Shipper fails to provide the requested information to Carrier within 10 days of Carrier's written request, or if Carrier's review of the requested information reveals that the existing or prospective Shipper

does not have the capacity to perform the Obligations and such Shipper fails to provide Financial Assurances requested by Carrier.

In the event Carrier determines that:

- (1) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
- (2) any financial assurances previously provided by a Shipper no longer provide adequate security for the performance of such Shipper's Obligations; or
- (3) Carrier otherwise determines that it is necessary to obtain additional Financial Assurances from Shipper;

then Carrier, upon notice to Shipper, may require one or more Financial Assurances for the payment of the Obligations, to be provided at the expense of Shipper.

#### **ITEM 70 CLEAR TITLE REQUIRED**

Carrier may refuse any Product for transportation: (a) that may be encumbered by a lien or charge of any kind; (b) that may be involved in litigation; or (c) when the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of the Shipper satisfactory evidence of Shipper's perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

#### **ITEM 75 LIABILITY OF CARRIER**

Carrier is not liable 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 consignor or consignee, or resulting from any other cause not due to the negligence of Carrier, 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 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 Shippers and consignees showing the apportionment of any such loss.

#### **ITEM 80 NOTICE OF CLAIMS, SUITS, AND TIME FOR FILING**

a. As a condition precedent to recovery for loss, damage, injury, or delay, Shipper shall advise Carrier in writing of any claim for delay, damage, injury, or loss resulting from the transportation of Shipper's Product by Carrier within 91 days of delivery of such Product by Carrier or, in the case of a failure to make delivery, within 91 days after a reasonable time for delivery has elapsed.

b. Shipper shall institute any action arising out of any claim against Carrier within two years from the date that written notice is given by Carrier to such Shipper that Carrier has disallowed such claim or any part of such claim specified in the notice.

c. If Shipper fails to comply with the provisions of Item 80.a. or Item 80.b., then Shipper waives all rights it has to bring an action against Carrier with respect to such claim.

d. This tariff is governed by, and must be interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Except for disputes that fall within the jurisdiction of the Railroad Commission of Texas, exclusive venue for any suit, action, or proceeding brought in connection with this tariff is in the state and federal courts located in Harris County, Texas. Carrier and Shipper each irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this tariff in the state and federal courts situated in Harris County, Texas. *Intending to waive and forever relinquish any right under applicable law providing for a right of trial by jury, Carrier and Shipper each knowingly, voluntarily, and intentionally waive, to the fullest extent permitted by applicable law, any and all claims or rights it or its successors and assigns may have to any trial by jury on any issue arising out of any litigation, dispute, suit, action, or proceeding related to this tariff.*

#### **ITEM 85 TRANSPORTATION SERVICE AGREEMENTS**

Separate TSAs, in accord with this tariff and these regulations, covering further details, may be required by Carrier before any duty for transportation arises.

#### **ITEM 90 APPLICATION OF RATES FROM INTERMEDIATE ORIGIN POINTS**

For Product accepted for transportation from any point on Carrier's pipeline not named in this tariff, which point is an origin point located intermediate to published origin and destination points, Carrier will apply from such intermediate origin point the rate from the next more distant origin point specified in this tariff.

**ITEM 95 APPLICATION OF RATES TO INTERMEDIATE DESTINATION POINTS**

For Product accepted for transportation to any point on Carrier’s pipeline not named in this tariff, which point is a destination point located intermediate to published origin and destination points, Carrier will apply to such intermediate destination point the rate to the next more distant destination point specified in this tariff.

**ITEM 100 ROUTING**

Rates in this tariff apply via routes made by the use of origins on to destinations on Rio Grande Pipeline Company’s system.

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**RATES\***

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**ITEM 200 – TABLE OF RATES**

RATES IN DOLLARS PER BARREL OF 42 UNITED STATES GALLONS

<b>ORIGIN CARRIER’S RECEIVING POINT</b>	<b>DESTINATION</b>	<b>RATE</b>	<b>RATE TYPE</b>
Lawson Jct., TX	El Paso, El Paso County, TX	[I] 4.3985	General Commodity Rate

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

**ITEM 300 INCENTIVE PROGRAM AND NEGOTIATED RATES**

Carrier reserves the right, but has no obligation, to enter into TSAs with Shippers, which contain negotiated rates, terms, and conditions. 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.

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**ABBREVIATIONS AND REFERENCE MARKS**

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- GPA            Gas Processors Association
- No.            Number
- U.S.            United States
  
- [I]             Increase
- [U]             Unchanged rate