

TURKEY CREEK PIPELINE, L.L.C.

LPG PIPELINE SYSTEM

GENERAL RULES AND REGULATIONS TARIFF

Governing the Intrastate Pipeline Transportation of

LIQUEFIED PETROLEUM GAS (LPG)

(As Defined Herein)

From Points in Texas

To

Points in Texas

GENERAL APPLICATION

Carrier will accept and transport Liquefied Petroleum Gas (LPG) offered for transportation through Carrier's Facilities only as provided in these Rules and Regulations tariff. Specific rules and regulations published in individual tariffs will take precedence over the General Rules and Regulations published in this tariff.

The General Rules and Regulations, published herein, apply only under tariffs making specific reference by R.R.C Number to this tariff; such reference will include supplements thereto and successive issues thereof.

The General Rules and Regulations published herein apply in their entirety to the services covered by this tariff, that is, to the intrastate transportation of LPG from the origin to the destination named herein.

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

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ITEM 1 ABBREVIATIONS AND DEFINITIONS

<u>API</u>	-	American Petroleum Institute
<u>ASTM</u>	-	American Society for Testing Materials
<u>GPA</u>	-	Gas Processors Association
<u>Barrel</u>	-	- volume of Forty-two (42) United States gallons of nine thousand seven hundred and two (9,702) cubic inches at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.
<u>Carrier</u>	-	Turkey Creek Pipeline, L.L.C.
<u>Components</u>	-	The individual hydrocarbon constituents of methane, ethane, propane, isobutene, normal butane, isopentane, normal pentane, hexanes and other heavier hydrocarbons.
<u>Consignee</u>	-	party, including a connecting pipeline system, to whom Shipper has ordered Delivery of Liquefied Petroleum Gas.
<u>Delivery</u>	-	transfer from Carrier at destination to Consignee.
<u>In Line</u>		
<u>Inventory</u>	-	Mix in Carrier's custody to be delivered to a Consignee after Receipt and before Delivery.
<u>Liquefied Petroleum Gas</u>	-	Demethanized Mix of natural gasoline, ethane, propane, isobutane, normal butane, and pentanes, recovered from gas processing plants, gasoline recovery plants and gas recycling plants as from time to time defined by the Gas Processor Association and meeting the specifications issued by Carrier.
<u>LPG</u>	-	Liquefied Petroleum Gas.
<u>Mix</u>	-	mixture of Components (also referred to as Demethanized Mix)
<u>Net Volume</u>	-	Component volume calculated to 60°F in accordance with the latest edition of GPA 8173.
<u>Receipt</u>	-	transfer from Shipper at origin to Carrier.
<u>Shipper</u>	-	party who contracts with Carrier for the transportation of Liquefied Petroleum Gas under the terms of this tariff.

ITEM 2 RATES

- The rates published in this Tariff are for transportation within the State of Texas through Carrier's pipeline, and such transportation is subject to the rules and regulations contained herein, and to all applicable rules, regulations and orders of the Railroad Commission of Texas and other governmental authorities having jurisdiction.
- Rates are in cents per Barrel applying on Liquefied Petroleum Gas from the established receiving facilities to the established delivery facilities at points named below:

<u>Origin</u>	<u>Destination</u>	<u>Rate</u>
URS Field Services, L.L.C.'s Tyler County Gas Processing Facility (Tyler County, Texas)	West Texas LPG Pipeline, LP (Tyler County, Texas)	
	5,000 and greater barrels per day	\$1.00
	1 to 4,999 barrels per day	\$1.25

ITEM 5 PRODUCT SPECIFICATIONS

- Carrier will receive only Liquefied Petroleum Gas for transportation under this Tariff. Liquefied Petroleum Gas must be tendered for transportation in volumetric Barrels. The composite stream consists of a mixture of Liquefied Petroleum Gas subject to contaminate restrictions and product parameters in paragraph 2 of ITEM 5.
- Contaminate restrictions and product parameters:

The specifications define only a basic purity for this product. This product is to be free of any contamination that might render the product unusable for its commonly used applications. Specific contaminants (but not limited to) are caustics, chlorides, oxygenates, heavy metals, glycol, and inorganic gases.

CONTAINMENT RESTRICTIONS

<u>CONTAMINANT</u>	<u>TEST METHOD</u>	<u>UNITS (MAXIMUMS)</u>
Carbon Dioxide	GPA 2165-latest edition	1,000 ppm by weight
Methane	GPS 2177-latest edition	2% (Liq. Vol.) of ethane content*
Propylene		5% (Liq. Vol.) of propane content
Butylene		1% (Liq. Vol.) of butane content
Corrosiveness-Copper Strip	ASTM D1838	(1-B Color)
Total Sulfur	ASTM D2784	150 ppm by weight in liquid
Hydrogen Sulfide	GPA Std. 2377 (Modified by vaporizing sample)	Zero

The Stream shall contain no more than 1 ppm of other containments.

PRODUCT PARAMETERS

<u>CONTAMINANT</u>	<u>TEST METHOD</u>	<u>UNITS (MAXIMUMS)</u>
Dryness		No free water
Color	White Cup Test, ASTM D156 (Modified by Weathering Sample)	Saybolt Plus 25**
Distillation	ASTM D216 (Modified by Weathering Sample)	375°F

Vapor Pressure	ASTM D1267	400 psia (Composite Blend)@85°F
Temperature		120°F

* Methane in excess of limits stated herein, as measured on each Shipper's individual plant stream, shall be considered as contaminant and product so contaminated will not be received by Carrier. However, it is recognized that product so contaminated may be received by Carrier without Carrier's knowledge. During any period in which Shipper's product exceeds the specification, at Carrier's option, Carrier shall have the right to deduct the methane content in excess of the specification from Shipper's delivered volume, but Shipper will nevertheless be required to pay tariff on total volume of methane shipped.

**White Cup Test, as described in Carrier's L.P.G. Gauger's Manual, will be used as initial check for determining LPG color. If product is other than water clear, Saybolt Test (ASTM D156) will be run on pentanes plus as a final determination of LPG color. Carrier at its option may discontinue Receipt of products from Shipper if in sole opinion of Carrier's representative LPG color is off specification based on White Cup Test. Receipt of products will be resumed on LPG color meeting Saybolt Plus 25 test (ASTM D156).

In addition to the specifications set forth above, the Liquefied Petroleum Gas delivered at Origin shall also meet the specifications of any connecting pipeline at Destination; as such Destination may be modified from time to time.

3. Shipper shall perform applicable tests to insure that the stream delivered to Carrier's pipeline conforms to Carrier's Specifications. Should spot samples, analyses, or any other test (including tests performed by Carrier) indicate that the stream delivered does not meet the specifications required by Carrier, Shipper agrees, either voluntarily or upon notification by Carrier, to stop delivery of such off-specification stream to Carrier until such time as it is determined by additional testing that the stream meets the definition of Liquefied Petroleum Gas issued by Carrier. Shipper shall indemnify and save Carrier harmless from any loss sustained by other shippers or by Carrier by reason of contamination or damage to other Liquefied Petroleum Gas in Carrier's custody, or by reason of damage to Carrier's pipeline or associated facilities caused by failure of the materials accepted for transportation to meet specifications issued by Carrier.
4. Upon request by Carrier, Shipper shall furnish a certificate from a licensed petroleum inspector certifying the results of the final tests of the LPG tendered for transportation.
5. No LPG having a vapor pressure of less than twelve (12) psia will be received for shipment hereunder. Carrier reserves the right to limit the amount of high vapor pressure material received at any point for shipment hereunder to the extent necessary to ensure that the vapor pressure of the composite stream transported in Carrier's trunk line does not exceed four hundred (400) psia at eighty-five (85) degrees Fahrenheit. Such limitations will be based on each Shipper's pro rata share of volume shipped. Vapor pressure shall be determined by applicable Gas Processors Association Method.

ITEM 10 MINIMUM TENDER & SCHEDULING

LPG will be accepted for transportation only where there has been tendered by the Shipper a minimum quantity of LPG of one thousand (1,000) Barrels consigned to one Consignee, provided, however, Carrier may for its convenience, transport same by intermittent pumping. Lower tender quantities may be accepted at Carrier's discretion if total supply available at a given receipt point is less than one thousand (1,000) Barrels in a month.

Any Shipper desiring to tender LPG for transportation hereunder, shall, on or before the 25th day of the month, nominate in writing the quantity of LPG to be tendered during the following month with the Scheduler, Turkey Creek Pipeline, L.L.C., 2603 Augusta, Suite 1400, Houston, Texas 77057. Unless such notification has been made, Carrier shall be under no obligation to accept LPG for transportation.

ITEM 15 PIPEAGE CONTRACTS

Separate agreements in accord with this tariff and these regulations covering further details may be required by Carrier before any duty for transportation shall arise.

ITEM 20 LPG SPECIFICATION REQUIREMENTS AND TESTING

Carrier has placed in writing Product Specification Requirements for transportation of LPG through Carrier's facilities. Carrier reserves the right to modify its LPG Product Specifications in order to maintain the integrity of the pipeline facilities. At Shipper's request, Carrier will provide a copy of the LPG Product Specification Requirements. In the event Carrier makes modifications to its Product Specification Requirements, Carrier will provide Shippers with a revised copy. In all circumstances, it is the Shipper's responsibility to ensure that LPG tendered for transportation meets Carrier's Product Specification Requirements. Carrier reserves the right to refuse to accept any LPG for transportation which does not meet Carrier's LPG Product Specification Requirements or which is not good merchantable LPG 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 LPG to be transported in Carrier's facilities. Carrier reserves the right, but not the obligation, 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.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities LPG that have contaminated the common fungible stream, rendering all or a portion of the fungible stream of LPG undeliverable, Carrier reserves the right to treat or otherwise dispose of all contaminated LPG in any reasonable commercial manner at Shipper's sole expense.

In addition to any other rights that Carrier may have, under law, equity or otherwise, for LPG that do not meet Carrier's LPG Product Specification Requirements, Carrier will charge an additional 100.0 cents per Barrel off-spec fee.

ITEM 25 ORIGIN AND DESTINATION FACILITIES

Carrier does not furnish storage facilities or services at Origin or Destination, and LPG will be accepted for transportation only when Shipper and Consignee have provided equipment and facilities, including storage facilities, satisfactory to Carrier for delivering LPG at Origin, and for receiving same without delay at Destination at pressures and pumping rates required by Carrier. Carrier may require satisfactory evidence to be furnished that the necessary facilities are available for delivering shipments to Destination and for the prompt receiving of shipments at destination before Carrier is obligated to accept tenders for transportation.

ITEM 30 CONNECTION POLICY

Connections to Carrier's pipeline(s) will only be considered if made by formal written notification to Carrier and all requests will be subject to the following standards and conditions:

All connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the Carrier's pipeline(s) in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with all applicable governmental regulations.

ITEM 35 IDENTITY OF SHIPMENTS

1. LPG accepted for transportation is subject to changes in quality while in transit. Delivery shall be made to Consignee out of common stock of LPG, so called Mix, in Carrier's lines at Destination.
2. Carrier will not be liable for discoloration, contamination or deterioration of LPG transported unless resulting from sole negligence of the Carrier.

3. No LPG will be accepted for shipment unless Shipper and destination are specified and unless the Shipper agrees in writing to require his Consignee to reconcile with other Consignees, component (LPG) imbalances within six (6) working days after Receipt of Carrier's statement setting forth such imbalances pursuant to Item No. 50, hereof. Shipper agrees to furnish Carrier with such agreement at Carrier's request.

ITEM 40 DELIVERY AT DESTINATION

Upon arrival at destination, the Liquefied Petroleum Gas will be delivered to Consignee through the facilities provided by the Consignee. The Consignee shall receive from Carrier's line without delay the Liquefied Petroleum Gas, which have been transported to the destination point for its account. If Shipper or Consignee is unable or refuses to receive said Liquefied Petroleum Gas as it arrives at destination, the Carrier reserves the right to make whatever arrangements for disposition of the Liquefied Petroleum Gas it deems appropriate in order to clear its pipeline. Carrier shall not be liable for any delay in delivery resulting from such disposition. Any additional expenses incurred by the Carrier in making such arrangements shall be borne by Shipper or Consignee.

ITEM 45 MEASUREMENT

1. All shipments tendered to Carrier for transportation and deliveries made by Carrier shall be gauged or metered by Carrier's representative prior to, or at the time of, Receipt from Shipper or Delivery to Consignee, but the 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 LPG sampling shall be made in accordance with the API Manual of Petroleum Measurement Standards. Quantities received or delivered shall be calculated in accordance with Gas Processors Association Publication 8173 - Latest Edition. Notwithstanding the foregoing, Carrier may allow Shipper's Consignee to measure the delivery of LPG at Destination and shall have the right to treat any such measurements as its own as set forth in this Item 45.
2. Metering pressure shall be a minimum of 50 psig above stream bubble point at line temperature.
3. At least monthly, a composite sample of Mix will be collected in a floating piston cylinder at each custody transfer point on the system. The sample grabs will be in proportion to the flow rate. Sampling will be in accordance with Chapter 14.1 of the API Manual of Petroleum Measurement Standards (API-MPMS) and GPA 2174. At the end of the sampling period, the cylinder will be transported to a third party laboratory utilized by Carrier for analysis by gas chromatography. Remaining volume of Mix after the analysis will be retained at laboratory for no less than three (3) days, but no more than seven (7) days. Upon receipt of written request by Shipper, sample analysis reports will be forwarded to all interested parties by the laboratory in a timely manner. It shall be the responsibility of each recipient to examine the analysis and promptly advise Carrier of any questions no later than the 3rd day so that arrangements can be made for additional sample retainage time and sample retesting.
4. In case the sample analysis is suspect, plant operations will be reviewed to determine if plant operating procedures changed during the applicable sampling period. If no operating changes are evident and if there is no other assignable cause for the suspect analysis, then the other sample periods of acceptable analysis for that month will be averaged and used for the current month's business. If the plant is only sampled monthly, the last three months of acceptable analysis will be averaged and used for the current month's business.
5. The laboratory will be responsible for thoroughly mixing and agitating the sample before beginning analysis. Sample will be analyzed in accordance with Gas Processors Association (GPA) Standards 2165-latest edition or 2177-latest edition; however, chromatography temperature programming may be used in lieu of the back flush procedures outlined in GPA 2177-latest edition. In addition, GPA Standard 2186 latest edition will be used for the C6⁺ extended analysis. The sample analysis report will include weight and volume percent value for the following components:

N2 - Nitrogen	iC4 - Iso Butane
CO2 - Carbon Dioxide	nC4 - Normal Butane
C1 - Methane	iC5 - Iso Pentane
C2 - Ethane	C5 - Normal Pentane
C3 - Propane	C6 ⁺ - Hexanes Plus

The report will also include the characterized specific gravity of the C6⁺ fraction.

6. In case a special sample analysis is requested, party requesting special analysis will bear all of the costs of such special analysis.
7. Density determination - Carrier will install, or cause to be installed, a device at metering station capable of determining absolute density in pounds mass per unit of volume at the same flowing line conditions and proved in accordance with API-MPMS Chapter 14, Section 6.

ITEM 50 COMPONENT BALANCING AND DEMURRAGE

1. Carrier will transport Liquefied Petroleum Gas with reasonable diligence considering the quality of the Liquefied Petroleum Gas, the distance of transportation, and other material elements.
2. Carrier will deliver a volume of Mix to the Consignee designated by Shipper equal to the net volume of LPG delivered at Origin less adjustments as provided for herein. The composition of the Mix can vary at Origin and receipts from all Shippers will be commingled as In Line Inventory. Due to said commingling, Carrier cannot deliver Mix for a Shipper's account containing Components in the same proportion as contained in receipts of Mix at Origin.
3. Carrier will:
 - (a) Notify each Consignee in writing each month of the net volume of Mix received from Shipper, less adjustments provided for herein, for Delivery to that Consignee;
 - (b) Notify Shipper in writing within five working days subsequent to the month of delivery of net volume of Mix delivered during the preceding month to each Consignee designated by Shipper.
 - (c) Notify in writing each Consignee and Shipper the net volume of Component imbalances. (A Component imbalance is defined as net volume of LPG delivered to Consignee in excess of, or less than, the net volume of LPG received from Shipper for delivery to that Consignee).
 - (d) Shipper(s) shall be solely responsible for bringing into balance in a timely manner any accumulated Component imbalances.
 - (e) Upon furnishing notification as provided in (c) above, Carrier will have fully discharged and satisfied all responsibilities and obligations hereunder.
 - (f) Each Shipper will be required to furnish his pro rata share of Mix required for line fill and well stock. The volume will be based on Carrier's receipts by Shipper to total receipts. New Shippers will be required to deliver a net volume of Mix equal to their share of the line fill before any deliveries of LPG to their Consignee(s) will be made.
 - (g) After satisfaction of line fill requirements, Carrier may at any time after receipt of the consignment of Liquefied Petroleum Gas tender to the Consignee Mix from the common stream at Destination. At expiration of twenty-four (24) hours after Carrier gives notice of tender to Consignee, Carrier will assess a demurrage charge on all Liquefied Petroleum Gas, tendered for Delivery and remaining undelivered, at the rate of one cent (1¢) per barrel for each day of twenty-four (24) hours or fractional

part thereof.

ITEM 55 PRORATION OF PIPELINE CAPACITY

1. Definition of terms.

Except where the context requires another meaning, the following terms have the following meanings:

1.1 New Shipper means a Shipper that is not a Regular Shipper. A Shipper that becomes New Shipper shall remain one for twelve (12) consecutive calendar months.

1.2 Regular Shipper 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 prorated; 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 prorated.

2. Prorating of capacity.

2.1 When capacity will be prorated. 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 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 Division of capacity between Shipper classes. Except as provided in paragraphs 2.7 and 2.9, prorated capacity shall be divided between Regular Shippers as a class and New Shippers as a class.

2.3 Availability of capacity to Regular Shippers. After the adjustment for New Shippers, 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 prorated 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 prorated 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 prorated 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 prorating 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 prorating, 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 prorating shall have its allocation of capacity reduced in each subsequent month of prorating 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 2.9.
 - (b) Reduction of a Shipper’s allocation for failure to use its allocated capacity during a prior month of prorating 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 Transfer of prorated capacity; Use of affiliates. Except as provided in paragraph 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. A Shipper may not use an affiliated or cooperating entity to obtain an increased allocation of prorated

capacity or, 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.

ITEM 60 APPLICATION OF RATES FROM / TO INTERMEDIATE POINTS

For LPG accepted for transportation from any origin point on Carrier's line not named in this tariff, which is intermediate to any published origin and destination points, Carrier will apply from such unnamed point the rate published from the next more distant point specified. If branch or diverging lines create two or more "next most distant" points, Carrier will apply the rate which will result in the lowest charge. If the intermediate point is between two published origin points, Carrier will apply the rate that results in the higher charge.

For LPG accepted for transportation to any destination point on Carrier's line not named in this tariff, which is intermediate to any published origin and destination points, Carrier will apply to such unnamed point the rate published to the next more distant point specified. If branch or diverging lines create two or more "next most distant" points, Carrier will apply the rate which results in the lowest charge. If the intermediate point is located between two published destination points, Carrier will apply the rate that results in the higher charge.

Carrier will file a tariff applicable to such transportation movements within 30 days of the start of the service if the intermediate point is to be used on a continuous basis for more than 30 days.

ITEM 65 INVOICING AND PAYMENT OF CARRIER CHARGES

Rates published in this tariff will be those in effect on the date of receipt at Origin. Carrier will invoice Shipper for transportation charges on a monthly basis. Shipper shall pay all transportation and other lawful charges accruing on Liquefied Petroleum Gas delivered to and accepted by Carrier for shipment, and, if required, shall pay the same before delivery at Destination. Shipper shall pay all charges within 10 days of the date of invoice from Carrier. All charges that remain unpaid for more than 30 days from the date of Carrier's invoice shall accrue an interest charge at the lesser of (i) 18% percent per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law.

Carrier shall have a lien on all Liquefied Petroleum Gas in its possession belonging to Shipper, or its consignee, to secure the payment of any and all unpaid transportation charges, or any charges that are due Carrier as provided for herein, and reserves the right to withhold such Liquefied Petroleum Gas from delivery until all unpaid charges have been paid. If said charges remain unpaid 60 days from the date of Carrier's invoice, Carrier, directly or through an agent, shall have the right, after 5 days' written notice to Shipper, to sell such Liquefied Petroleum Gas at public auction at the office of Turkey Creek Pipeline, LLC, 2603 Augusta, Suite 1400, Houston, Texas 77057, on any day not a Saturday, 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 shall give the time and place of the sale and the quantity of Liquefied Petroleum Gas to be sold. From the proceeds of the sale, Carrier shall first pay itself all charges lawfully accruing, including all expenses of said sale, and the net balance shall be held without interest for whoever may be lawfully entitled thereto.

ITEM 70 OTHER CHARGES

In addition to the transportation charges and all other charges accruing on Liquefied Petroleum Gas accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such a commodity, pursuant to any Federal, State, or local act or regulation which levies a tax, fee, other charge, on the receipt, delivery, transfer or transportation of such commodities within their jurisdiction, other than taxes based on the income of Carrier.

ITEM 75 CLEAR TITLE REQUIRED

Carrier may refuse any shipment for transportation which may be encumbered by a lien or charge of any kind or which may be involved in litigation, or the ownership thereof may be in dispute. When any LPG so encumbered

or subject to litigation or dispute is tendered for transportation, Carrier may require of the Shipper satisfactory evidence of its perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all losses in connection therewith.

ITEM 80 NOTICE OF CLAIMS

Claims for loss or damage must be made in writing with Carrier within nine (9) months after delivery of LPG at Destination, or in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits for loss or damage shall be instituted only within two (2) years and one (1) day after delivery of the LPG at Destination, or in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after notice in writing is given 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.

ITEM 85 LIABILITY OF PARTIES

As a condition to Carrier's acceptance of Liquefied Petroleum Gas under this tariff, each Shipper agrees to protect and indemnify Carrier against claims or actions for injury and/or death of any and all persons whomever and for damage to property of Carrier, Shipper, Consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by Shipper, Consignee, their agents, employees or representatives and 2) the negligent act(s) or failure(s) to act of Shipper, Consignee, their agents, employees or representatives in connection with delivery or receipt of Liquefied Petroleum Gas.

The Carrier, while in possession of Liquefied Petroleum Gas herein described, shall not be liable for any loss, damage or delay caused by acts of God, war, act of public enemy, quarantine, the authority of law, strikes, riots, civil disorder, requisition or necessity of the Government of the United States in time of war, default of Shipper or owner, or from any cause not due to the sole negligence of the Carrier.

- (a) In case of loss of any Liquefied Petroleum Gas from any such causes, after it has been received for transportation and before the same has been delivered to Shipper or Consignee, such loss will be charged proportionately to each Shipper in the ratio that his Liquefied Petroleum Gas, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Liquefied Petroleum Gas then in the custody of the Carrier for transportation via the lines or other facilities in which the loss occurs.
- (b) Carrier will be obligated to deliver only that portion of such Liquefied Petroleum Gas remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.
- (c) Carrier will compensate Shippers for losses of Liquefied Petroleum Gas for which Carrier is liable by paying the value of such Liquefied Petroleum Gas at the point where transportation originated. The value of such Liquefied Petroleum Gas will be based on the value of the Liquefied Petroleum Gas as quoted in Oil Price Information Service, or other industry accepted price service selected by the Carrier, on the date of loss of the Liquefied Petroleum Gas, less the cost that would have been incurred to make such Liquefied Petroleum Gas marketable, if any.

Carrier will not be liable for delays in transportation of Liquefied Petroleum Gas.