

SUNOCO PIPELINE L.P.

LOCAL TARIFF

CONTAINING

RULES AND REGULATIONS

GOVERNING THE PIPELINE TRANSPORTATION OF

NATURAL GAS LIQUIDS (NGLS)

From Points in
OHIO, WEST VIRGINIA and PENNSYLVANIA
To
a Point in
DELAWARE

Filed in compliance with 18 C.F.R. § 341.3 (Form of tariff).

Request for Special Permission

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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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GENERAL APPLICATION

Carrier will receive NGLs and transport and deliver NGLs through its facilities only as provided in these Rules and Regulations, except that specific Rules and Regulations published in individual tariffs will take precedence over Rules and Regulations published herein or in succeeding reissues of these Rules and Regulations.

5. Definitions

“**ASTM**” as herein used refers to ASTM International.

“**Barrels**” as herein used will consist of forty-two (42) U.S. gallons at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

“**Butane**” as herein used refers to butane that satisfies the specifications for butane set forth in Item No. 15.

“**Carrier**” as herein used means and refers to Sunoco Pipeline L.P.

“**C3+**” as herein used refers to C3+ that satisfies the specifications for C3+ set forth in Item No. 15.

“**FERC**” as herein used means the Federal Energy Regulatory Commission or its successor agencies.

“**NGLs**” as herein used means Propane, Butane and/or C3+.

“**Nomination**” as herein used means a written designation by a Shipper to Carrier of an approximate quantity of NGLs for transportation from a specified origin point or points of Carrier to the destination point of Carrier over a period of one Operating Month in accordance with these Rules and Regulations.

“**Operating Month**” as herein used means any month in which Carrier transports NGLs. For purpose hereof, the month shall be deemed to begin on the first day of such month at 0000 hours until the first day of the succeeding month at 0000 hours (Eastern Standard or Eastern Daylight Savings Time in Philadelphia, PA, whichever is in effect on the date specified).

“**Propane**” as herein used means propane that satisfies the specifications for propane set forth in Item No. 15.

“**Shipper Transfer**” as herein used means the physical transfer of a stated quantity of NGLs in custody of Carrier from a Shipper to another Shipper at the point of origin.

“**Shipper**” as herein used means the consignor of a Tender.

“**Tender**” or “**Tendering**” as herein used means an offer of delivery by a Shipper to Carrier of a stated quantity of NGLs for transportation from a specified origin point or points of Carrier to the destination point of Carrier in accordance with these Rules and Regulations.

“**Title Transfer**” as herein used means transfer of ownership reported in the records of Carrier of a stated quantity of NGLs in the custody of Carrier from one entity to another at the point of destination.

“**TSA**” as herein used means a transportation services agreement between a Shipper and Carrier with respect to the pipeline.

10. Tenders; Linefill

All Shippers tendering NGLs to Carrier will promptly provide Carrier with all Nomination information reasonably required by Carrier to schedule the shipment of NGLs which Shipper desires to be made to satisfy Carrier that Tenders are in good faith and can be transported in conformance with Carrier’s tariffs. Carrier may refuse to accept NGLs for transportation until Shipper has provided Carrier with such information.

Carrier will not be obligated to accept a Tender for any Operating Month unless the Shipper submits its Nomination to the Carrier on or before the fifteenth (15th) day of the preceding calendar month.

Carrier can require Tenders of not less than twenty-five thousand (25,000) Barrels of the same kind and quality of NGLs in any Month, except that Carrier may accept seven thousand five hundred (7,500) Barrels or more of NGLs if such quantity can be consolidated with other NGLs of the same type and quality, such that Carrier can make a single delivery of at least twenty-five thousand (25,000) Barrels. The term “single delivery” as used herein means a delivery of NGLs in one continuous operation to one or more Shippers or consignees into a single facility to which Carrier is connected.

Each Shipper shall supply its share of linefill by types and volumes as determined from time to time by Carrier. Such linefill and, if any, storage receptacle bottoms may be withdrawn from Carrier’s system at any time within ninety (90) days subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it will no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; (3) Shipper having paid Carrier for all services; and (4) for a Shipper that has entered into a TSA, the expiration or earlier termination of such TSA. Carrier will not require a Shipper to provide, on or before April 30, 2019, any linefill for the Pipeline pursuant to this Item 10.

15. Specification Required As To Quality

NGLs must meet the following minimum specifications:

For Propane:

COMPONENT	TEST METHODS	SPECIFICATION
Ethane	ASTM D-2163	2.0% liq. vol. max.
Olefins	ASTM D-2163	0.1% liq. vol. max.
Propane	ASTM D-2163	95.0% liq. vol. min.
Butanes	ASTM D-2163	2.5% liq. vol. max.
Total Oxygenates (Methanol + all other Oxygenates)	ASTM D-7423	250 ppm wt. max.
Methanol	ASTM D-7423	250 ppm wt. max.
All other Oxygenates	ASTM D-7423	25 ppm wt. max.
Pentanes & Heavier	ASTM D-2163	NIL
Total Sulfur	ASTM D-6667	30 ppm wt. max.
Water Content	ASTM D-5454	10 ppm. wt. max
Vapor Pressure @ 100°F, psig,	ASTM D-2598	200 max.
Corrosion, Copper Strip	ASTM D-1838	No. 1
Volatile Residues, Temperature @ 95% Evaporation	ASTM D-1837	-42° F max.

Residual Matter Residue on evaporation of 100ml Oil Stain Observations	ASTM D-2158	0.05 ml. max. PASS
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For Butane:

COMPONENT	TEST METHODS	SPECIFICATION
Propane	ASTM D-2163	2.0% liq. vol. max.
Iso-Butane	ASTM D-2163	44.0% liq. vol. max.
N-Butane	ASTM D-2163	54.0% liq. vol. min.
Total Oxygenates (Methanol + all other Oxygenates)	ASTM D-7423	250 ppm wt. max.
Methanol	ASTM D-7423	250 ppm wt. max.
All other Oxygenates	ASTM D-7423	25 ppm wt. max.
Pentanes & Heavier	ASTM D-2163	1.75% liq. vol. max.
Olefins	ASTM D-2163	0.1% liq. vol. max.
Corrosion, Copper Strip	ASTM D-1838	No. 1
Hydrogen Sulfide	ASTM D-2420	5 ppm wt. max.
Total Sulfur	ASTM D-6667	30 ppm wt. max.
Water Content	ASTM D-5454	10 ppm. wt. max
Vapor Pressure @100°F, psig.	ASTM D-2598	65 max.

FOR C3+:

COMPONENT	TEST METHODS	SPECIFICATION
Methane	GPA-2163	0.01% liq. vol. max.
Ethane	GPA-2186	0.8% liq. vol. max.
Propane	GPA-2186	0.0 – 94.9 % liq. vol.
Butanes	GPA-2186	0.0 – 94.9 % liq. vol.
Pentane & Heavier	GPA-2186	40.0% liq. vol. max
Hexane & Heavier	GPA-2186	25.0% liq. vol. max.
Heptane & Heavier	GPA-2186	10.0% liq. vol. max.

Olefins	GPA-2186	0.1% liq. vol. max.
Total Sulfur	ASTM D-6667	25 ppm wt. max.
Water Content	ASTM D-5454	20 ppm. wt. max
Corrosion, Copper Strip	D-1838	No.1

NOTES ON TEST METHODS: Method numbers listed above, beginning with the letter “D,” are ASTM Standard Test Procedures. The most recent year revision for the procedures will be used.

NGLs are to be commercially free of any contamination that might render NGLs unusable for their commonly used applications. Specific contaminants include (but are not necessarily limited to) excessive amounts of dirt, rust, scale, and all other types of solid contaminations, caustics, chlorides, fluorides, methanol, heavy metals, and oxygenates.

To avoid contamination, NGLs will be received for transportation only when the specifications therefor conform with the specifications applicable to NGLs being then transported by Carrier, and no NGLs will be received or transported which do not meet the applicable specifications provided herein. Carrier is responsible for contamination of NGLs transported by it to the extent such contamination was caused by the negligence of Carrier.

20. Title

Carrier may, in its sole discretion, reject any NGLs when tendered for transportation by Shipper where Carrier has reasonable grounds to believe that: (1) such NGLs are involved in litigation; (2) the title to such NGLs is in dispute; or (3) such NGLs are encumbered by a lien or charge of any kind (except for liens for borrowed money or arising under applicable laws). Carrier may require of Shipper satisfactory evidence of defensible and unencumbered title, or, alternatively, good right to receive and deliver (as applicable), subject to any lien created under any obligation for borrowed money or any applicable laws, or a satisfactory indemnity bond to protect Carrier.

25. Measurement, Testing, Volume Corrections and Deductions

All NGLs tendered to Carrier for transportation will be measured by automatic equipment approved by Carrier. All measurements will be made in Barrels. NGLs may be measured and sampled during receipt or delivery, and the quantity may be determined and quality tested after such receipt or delivery. Shipper or its consignee may be present or represented at any measuring and testing.

Where Carrier uses a meter of Shipper or its consignee, Carrier reserves the right to request a proving or check-proving of the meter. Carrier may be present or represented at any such proving or check-proving.

Except for arithmetic errors, all measurement and testing by a representative of Carrier will be conclusive evidence of the quantity as adjusted herein if a representative of Shipper or its consignee was not present during such measuring and testing.

If two or more carriers are involved with tendered volumes, tests are to be performed by the particular carrier as agreed between carriers.

The net balance at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure less sediment and water will be the quantity received or delivered by Carrier.

Pursuant to Item No. 70, quantities of NGLs transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal “over and short” losses and Carrier shall use commercially reasonable efforts to minimize such losses. Gains and losses will be allocated to a Shipper for each Operating Month in proportion that the quantity of NGLs transported by such Shipper bears to the total quantity of NGLs transported by all Shippers for that Operating Month. Interface losses that result from Carrier’s acceptance of a Shipper’s NGLs nominated and tendered by Shipper other than in accordance with that Shipper’s nomination and Carrier’s published schedule shall be charged directly to that Shipper.

30. Commingling

NGLs will be accepted for transportation only on condition that they shall be subject to normal changes in general characteristics while in transit as may result from the commingling of such NGLs with the same type of NGLs in the pipeline and/or storage receptacles of Carrier or connecting carrier. Carrier will not be liable for variations of quality of NGLs occurring while in its custody or as a result of commingling. Carrier shall deliver the same type of NGLs as those received from Shipper, but is under no obligation to deliver the identical NGLs as those received by it from Shipper.

35. Facilities Required At Origin and Destination

NGLs will be received for transportation only when Shipper has provided facilities satisfactory to originating and delivering carriers for delivering NGLs to the pipeline at terminal of receipt and for receiving said NGLs as it arrives at destination.

In the event Shipper fails to provide or designate adequate facilities for receipt at destination or has not ascertained from Carrier that it has facilities available for receipt at destination, or in the event Shipper or its consignee refuses to accept the NGLs at the destination point, Carrier shall have the right to divert or reassign, subject to the rates, rules and regulations applicable from point of origin to actual final destination, or make whatever arrangements for disposition as are deemed appropriate to deliver the NGLs from Carrier’s facilities, including the right of public or private sale in a commercially reasonable manner. Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier shall pay itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the NGLs until disposed of and the balance shall be held for whomsoever may be lawfully entitled thereto.

40. Origin Facilities Required For Automatic Custody Transfer

When Shipper or its consignee elects to deliver NGLs to Carrier at point of origin through automatic custody transfer facilities (in lieu of storage receptacles), Shipper or its consignee will furnish the required automatic measuring and sampling facilities. The design, construction, and calibration of such facilities must be approved by Carrier and any appropriate regulatory body.

In the event automatic custody transfer is made by a metering facility, Shipper or its consignee will also furnish whatever pumping service is required to ensure that the NGLs being delivered through the meter is at a pressure in excess of the true vapor pressure of the liquid.

45. Application of Rates and Charges

NGLs accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such NGLs by Carrier. Transportation and all other lawful charges will be collected on the basis of net quantities of NGLs delivered at the destination point. All net quantities will be determined in the manner provided in Item No. 25.

50. Notice of Arrival, Delivery at Destination

The obligation of Carrier is to deliver at the destination the tendered quantity of NGLs, subject to Item No. 30, and such delivery may be made upon twenty-four (24) hours' notice to the Shipper or consignee with all possible dispatch into the storage receptacles or other facilities to be provided by the Shipper or its consignee.

55. Proration of Pipeline Capacity

If, during any period, the total volume of NGLs nominated over any segment of the pipeline is in excess of the available operational capacity of said segment, Carrier shall allocate transportation capacity in accordance with the "*Sunoco Pipeline L.P. Proration Policy – NGLs Pipeline*" effective [W] ~~November 1, 2018~~ September 4, 2019. The proration policy will be provided upon request by the person listed as compiler on the title page of these Rules and Regulations.

60. Payment of Transportation and Other Charges; Finance Charges; Lien; Set-Off

The transportation and all other charges accruing on all NGLs accepted for shipment and any deficiency payments under TSAs, each at the applicable rate, shall be paid in accordance with Carrier's invoice terms and these Rules and Regulations. Carrier shall issue invoices for transportation and other charges accruing on NGLs deliveries and any such deficiency payments on a monthly basis. Carrier may, if a Shipper fails to pay, or is late in making payment of, transportation or other charges, or Carrier reasonably believes a Shipper may not have the capacity to perform any financial obligations that could arise from the transportation of Shipper's NGLs, at Carrier's option, require Shipper to (a) pay all charges in advance, (b) provide a parental guaranty from a creditworthy parent, or (c) provide an irrevocable letter of credit satisfactory to Carrier. Any such letter of credit or parental guaranty shall be in form and substance reasonably acceptable to Carrier. For NGLs not released due to failure of Shipper to pay or left in Carrier's custody after the scheduled delivery has expired, Carrier may assess reasonable storage charges and other reasonable charges (including any reasonable attorney fees and court costs) incurred with the preservation or sale of the NGLs.

If such charges are not paid by the due date stated on the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at the rate equal to one-hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A., New York, New York as of the due date or the maximum finance charge rate allowed by law, whichever is less.

NGLs owned by Shipper and accepted for such transportation shall be subject to a lien and security interest in favor of Carrier. This lien and security interest shall secure: (1) all transportation and any other charges due or to become due from Shipper under the terms of these Rules and Regulations; and (2) all costs and expenses of Carrier in exercising any of its rights detailed below, including, but not limited to, reasonable attorney fees, storage charges, and settlement of conflicting liens. At Carrier's request, Shipper shall execute all such agreements and do all such things as Carrier shall reasonably request in connection with the creation or perfection of such lien and security interest. The lien provided herein shall be in addition to any lien provided by statute or common law.

If the NGLs remains in Carrier's custody more than thirty (30) days after the tender of delivery by Carrier, Carrier shall have the right to sell the NGLs at a public or private sale in a commercially reasonable manner to collect such charges.

Carrier reserves the right to set-off any such charges against any monies owed to Shipper by Carrier or any NGLs of Shipper in Carrier's custody. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

65. Warranties

Shipper warrants that the NGLs tendered to Carrier will conform with the applicable Specifications stated in Item No. 15, will be merchantable and will not be contaminated. Shipper will be liable to Carrier for any damages or losses solely to the extent arising from Shipper's breach of this warranty; provided that Shipper shall not be liable for special, incidental or consequential damages except Shipper shall be liable to Carrier solely to the extent Shipper's breach of this warranty results in special, incidental or consequential damages (collectively, "Other Damages") that are required to be paid by Carrier to third parties in connection with any third party claim.

If Carrier receives a third party claim for Other Damages arising from a breach of Shipper's warranty for which Carrier proposes to seek reimbursement from Shipper pursuant to this item 65, Carrier shall give prompt written notice of such claim to Shipper (provided that failure to give notice of such claim shall not relieve Shipper of its obligation in this item 65 except to the extent Shipper is actually prejudiced by such failure). If Shipper requests in writing to participate in the defense of such claim within fourteen (14) days of such notice, Carrier and Shipper shall jointly defend such a claim pursuant to a joint defense agreement reasonably acceptable to Carrier and Shipper.

CARRIER DOES NOT MAKE ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, CONCERNING THE QUALITY OF THE NGLs.

70. Exemption of Liability

Carrier will not be liable for any loss of NGLs or damage thereto or delay caused by an Act of God, fire, explosion, storm, flood, electrical malfunction, war, rebellion, insurrection, strike, breakage or accident to machinery or equipment, difference with workmen, the public

enemy, quarantine, the authority of law, riots, the act of default of Shipper or owner, or from any cause not due to fault or negligence or from any cause reasonably beyond the control of Carrier. In such cases, the loss allocated to Shipper shall be the quantity equal to the amount of its Tenders for the month in which such loss occurs bears to the whole amount of the linefill and NGLs in storage in the system of Carrier during the month of such loss, and Shipper shall be entitled to receive only such portion of its Tenders as remains after deducting its due proportion of the loss. Carrier's custody of the Tenders shall end when NGLs has been delivered into Shipper's or its consignee's facilities.

Except in force majeure situations described or referenced above, the correction of a nonconformity, the payment of the difference between the reference price for similar NGLs in the area of origin and the value of the degraded NGLs, or the replacement of the NGLs, at Carrier's option, will constitute fulfillment of all liabilities of Carrier whether the liabilities are based on contract, negligence or otherwise. CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

The reference prices for each type of NGLs and the methodology for calculating the value of any overage or shortage periodically will be provided to Shipper in a letter from Carrier in advance of the effective date of any revision in the reference prices or methodology.

If Shipper does not own NGLs nominated or Tendered by Shipper pursuant to these Rules and Regulations, Shipper shall indemnify and hold harmless Carrier from and against any and all reasonable losses, claims, liabilities, demands, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Carrier that would not have been suffered or incurred by Carrier if the owner of such NGLs had itself nominated and tendered such NGLs to Carrier.

75. Carrier's Remedies

The transportation of NGLs may be refused, terminated, diverted or returned if Carrier determines or is advised that the NGLs do not meet the requirements of these Rules and Regulations. Carrier shall have the right, at its sole discretion, to any remedy available, including but not limited to the right to sell, and dispose of NGLs which do not conform to the quality specifications set forth in Item 15 of these Rules and Regulations without notice or liability. Except for any charges and expenses deducted from the proceeds of any sale in accordance with the following sentence, Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in returning or otherwise disposing of such non-conforming NGLs. If Carrier shall sell such non-conforming NGLs, the balance of any proceeds of sale, after Carrier shall have paid itself all transportation and all other applicable lawful charges and necessary expenses of the sale and the expense of caring for and maintaining the NGLs until disposed of, shall be held for whomsoever may be lawfully entitled thereto.

Additionally, Carrier reserves the right to sample and test NGLs tendered by Shipper. If the NGLs do not meet the applicable quality specifications set forth in Item No. 15, Carrier reserves the right to take appropriate action, including but not limited to: (1) requiring the Shipper to test its NGLs at Carrier approved laboratory, at Shipper's expense, prior to tender to ensure their quality is consistent with Carrier's specifications; (2) suspension; and (3) permanent disconnection.

80. Pipeage Contracts Required

Separate pipeage contracts in accordance with these Rules and Regulations covering further details may be required of a Shipper before any duty to transport will arise.

85. Claims and Times for Filing

As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with Carrier within nine (9) months after delivery of NGLs or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suits arising out of such claims must be instituted against Carrier within two (2) years from the time when the Carrier delivers, or tenders delivery of the NGLs or, in case of failure to make or tender delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

90. Duty of Carrier

Carrier shall be required to transport NGLs with reasonable diligence, considering the quantity of NGLs, the distance of transportation, the safety of operation, and other material factors.

95. Application of Rates from and to Intermediate Points

Carrier will receive NGLs for pipeline transportation only from and to established origin and delivery stations or terminals.

NGLs received from an established origin station on the pipeline, which is not named in tariff making reference hereto, but which is intermediate to a point from which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect from the next more distant point published in the tariff.

NGLs delivered to an established delivery station or terminal on the pipeline, which is not named in tariff making reference hereto, but which is intermediate to a point to which rates are published in said tariff, through such unnamed point, will be assessed the rate in effect to the next more distant point published in the tariff.

100. Intrasystem Transfers

Carrier will allow Shipper Transfers and/or Title Transfers from one ownership to another for NGLs in custody of Carrier, subject to payment of a charge of two hundred fifty dollars (\$250.00) by the party directing any such transfer to Carrier.

The party accepting volumes on a Shipper Transfer shall become the Shipper of record. The Shipper Transfer must be made at point of origin.

A transfer request, if accepted, must be confirmed in writing, e-mail or by facsimile by both the transferor and the transferee within forty-eight (48) hours after the transfer request. Such transfer request will indicate the party to which the transfer is to be made, the amount of NGLs to be transferred, and its location.

Carrier will incur no liability for any losses or damage incurred by any Shipper or owner involved in any intrasystem transfer.

105. Corrosion Inhibitors

Carrier reserves the right to inject or approve the injection of corrosion inhibitors in NGLs to be transported so long as the commingled stream of NGLs continues to meet the quality specifications in Item No. 15.

110. Connection Requirements

All proposed receiving or delivery connections must meet Tender, tankage, hourly flow rate conditions, and metering requirements as they exist at the time of requested connection and must also have provisions which will allow for increases to maximum line flow rate and pressure conditions. All proposed connection designs must be approved by Carrier, and all costs of connections shall be paid by the connecting party.

115. Commodity

Carrier will not accept any commodities other than NGLs for transportation on the pipeline.

120. Charges for Spill Compensation Acts and Regulations

Without duplication, in addition to the transportation charges and all other charges accruing on NGLs 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 NGLs pursuant to any federal, state, or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such NGLs within its jurisdiction for the purpose of creating a fund for the prevention, containment, clean up, and/or removal of spills and/or the reimbursement of persons sustaining a loss therefrom; provided, however, that payment of such charge shall not be construed as an assumption of liability by Shipper for spills, contamination or loss.

125. Agents

A Shipper may, by notice in writing to Carrier, authorize an agent (an “**Agent**”) to perform some or all of Shipper’s obligations, or act on Shipper’s behalf in complying with the procedures, set forth or provided for in these Rules and Regulation. Shipper shall be liable for and bound by any and all acts or omissions of the Agent in performing such obligations or complying with such procedures. Carrier shall be entitled to rely on any such authorization unless and until it shall have received notice in writing from Shipper that such authorization has been terminated.

REFERENCE MARKS:

[W] CHANGE IN WORDING