

**TX No. 1.0.0**

# **ORBIT GULF COAST NGL EXPORTS, LLC♦**

LOCAL TARIFF

CONTAINING

**RULES AND REGULATIONS**

GOVERNING THE PIPELINE TRANSPORTATION OF

**ETHANE**

From and To Points in

**TEXAS**

Subject to Rules and Regulations shown on Pages 2 through 9.

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

**EFFECTIVE: JANUARY 1, 2021**

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♦ Operated under Energy Transfer Company's T-4 Permit No. 10068 and P5 ID 625541.

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**GENERAL APPLICATION**

Carrier will receive Product and transport and deliver Product 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**

“**Agent**” has the meaning set forth in Item No. 125.

“**ASTM**” as herein used means ASTM International.

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

“**Carrier**” as herein used means Orbit Gulf Coast NGL Exports, LLC.

“**Day**” means a 24 hour period commencing at 0700 hours and ending at 0700 hours (Central Standard or Central Daylight Savings Time in Houston, TX, whichever is in effect on the date specified) on the following day.

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

“**Indemnifiable Claim**” as herein used means claims, losses, demands, expenses, costs, damages, suits, judgments, fines, penalties, liabilities, debts, and causes of action, including without limitation, expenses of investigation, expenses of experts, attorneys’ fees and expenses and all other costs and expenses, whether known or unknown, of whatever kind and whether arising out of contract, tort (including strict liability), or violation of applicable law.

“**Nomination**” as herein used means a written designation by a Shipper to Carrier of an approximate quantity of Product for transportation from a specified origin point or points of Carrier to a specified destination point or points 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 Product. For purpose hereof, the month shall be deemed to begin on the first Day of such month at 0700 hours until the first Day of the succeeding month at 0700 hours (Central Standard or Central Daylight Savings Time in Houston, TX, whichever is in effect on the date specified).

“**Product**” as herein used means Ethane for which specifications are set forth or referenced in Item No.15.

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

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

“**Tender**” or “**Tendering**” as herein used means an offer of delivery by a Shipper to Carrier of a stated quantity of Product for transportation from a specified origin point or points of Carrier to a specified destination point or points 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 Product in the custody of Carrier from one entity to another at the point of destination.

**10. Tenders; Linefill**

All Shippers Tendering Product to Carrier will promptly provide Carrier with all Nomination information required by Carrier to schedule the shipment of Product 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 Product 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 150,000 Barrels of Product in any Month.

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 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) the expiration or earlier termination of any contract for service with a Shipper.

#### 15. Specification Required As To Quality

Carrier is engaged in the transportation of ethane and will not accept any other commodity for transportation under this tariff. The specifications for transportation of ethane by Carrier are available upon request. Carrier reserves the right to modify its product specifications from time to time; such changes may be made for various reasons determined by Carrier, including, but not limited to, changes to maintain the integrity of the pipeline facilities and to reflect the current industry accepted specifications for the markets served by Carrier's pipeline system. In the event Carrier makes modifications to its product specifications, Carrier will provide Shippers with notice of such modifications and provide a copy of, or access to, the product specifications. In all circumstances, it is the Shipper's responsibility to ensure that ethane tendered for transportation meets the product specifications.

Shipper may be required, in a manner that is not unduly discriminatory, to furnish Carrier with a certificate of analysis setting forth the composition of the ethane from the original source of the ethane to be transported in Carrier's facilities. Carrier reserves the right 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. Carrier reserves the right, in a manner that is not unduly discriminatory, to refuse to accept any ethane for transportation which does not meet Carrier's product specifications for the applicable product or which is not good merchantable ethane readily susceptible for transportation through Carrier's existing facilities ("Offspec Product"). Shipper shall be responsible for all costs associated with the return and/or disposal of Offspec Product as well as any costs incurred by Carrier and any consignee in taking steps to mitigate the effects caused by the delivery of Off-Spec Product, including special costs of handling, refractionating or processing any and all products contaminated by any Off-Spec Product. Carrier may, at its option, also charge Shipper a \$1.00 per Barrel additional penalty payment assessable on all Offspec Product received from Shipper or for Shipper's account. Should Shipper become aware that any ethane delivered fails at any time to conform to the product specifications, then Shipper shall promptly notify Carrier of any such failure. The Shipper shall immediately undertake and diligently pursue such acts as may be necessary to correct such failure so as to deliver ethane conforming to the product specifications. Nothing contained in this tariff, any other tariff filing, any transportation services agreement or any other document, nor any temporary receipt of Offspec Product by Carrier (either unknowingly or as a temporary accommodation), shall be construed to affect the Carrier's right, at any time and from time to time, to reject any Offspec Product and to refuse or suspend receipt of such Offspec Product until it is established to Carrier's reasonable satisfaction that subsequent deliveries of Product will conform to the applicable product specifications.

EXCEPT AS NOTED BELOW, SHIPPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CARRIER AND ANY CONSIGNEE FROM AND AGAINST ALL INDEMNIFIABLE CLAIMS ARISING OUT OF, RESULTING FROM, OR CAUSED BY ANY OFFSPEC PRODUCT DELIVERED BY OR ON BEHALF OF SHIPPER TO CARRIER, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM CONTAMINATION OF OTHER SHIPPERS' ETHANE. SHIPPER ACKNOWLEDGES AND AGREES THAT THE FOREGOING DEFENSE, INDEMNITY AND HOLD HARMLESS OBLIGATION SHALL EXTEND TO ANY INDEMNIFIABLE CLAIM EVEN THOUGH SUCH CLAIM ARISES AS A RESULT OF THE NEGLIGENCE OF THE PARTY INTENDED TO BE INDEMNIFIED BY THE APPLICABLE INDEMNITY PROVISION. Provided, however, Carrier shall

nonetheless be liable for any portion of an Indemnifiable Claim that is determined by a final judgment rendered by a court of competent to have arisen as a result of Carrier's sole negligence or willful misconduct.

**20. Acceptance Free From Liens and Charges**

Carrier may decline to accept for transportation any Product which are involved in litigation or which are not free from liens or charges.

**25. Measurement, Testing, Volume Corrections and Deductions**

All Product Tendered to Carrier for transportation will be measured by automatic equipment approved by Carrier. All measurements will be made in Barrels. Product 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 Product transported may be adjusted to allow for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses. Gains and losses will be allocated to a Shipper for each Operating Month in proportion that the quantity of Product transported by such Shipper bears to the total quantity of Product transported by all Shippers for that Operating Month.

**30. Commingling**

Product 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 Product with other Product in the pipeline and/or storage receptacles of Carrier or any connecting carrier. Carrier will not be liable for variations of quality of Product occurring while in its custody or as a result of commingling. Carrier shall deliver the same type of Product as was by it received from Shipper, but is under no obligation to deliver the identical Product as was received by it from Shipper.

**35. Facilities Required At Origin and Destination**

Product will be received for transportation only when Shipper has provided or designated facilities satisfactory to Carrier for delivering Product to the pipeline at terminal of receipt and for receiving said Product 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 Product 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 Product 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 Product 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 Product 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 Product 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**

Product accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Product by Carrier. Transportation and all other lawful charges will be collected on the basis of net quantities of Product delivered. 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 nominated destination the Tendered quantity of Product, 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 Product 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 its then current intrastate proration policy. As provided for in its proration policy, there will be no undue preference or discrimination among similarly-situated Shippers.

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

The transportation and all other charges accruing on all Product accepted for shipment, 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 Product deliveries 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 Product, 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 Product 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 Product.

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.

Product 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 Product 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 Product at a public or private sale in a commercially reasonable manner to collect all unpaid charges.

Carrier reserves the right to set-off any unpaid charges against any monies owed to Shipper by Carrier or any Product of Shipper in Carrier's custody.

#### **65. Warranties**

Shipper warrants that the Product Tendered to Carrier will conform with the applicable Specifications set forth or referenced in Item No. 15, will be merchantable and will not be contaminated. Shipper will be liable to Carrier, other Shippers or consignees for any damages, including special, incidental, and consequential, arising from a breach of this warranty.

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 PRODUCT.

#### **70. Exemption of Liability**

**AS A CONDITION TO CARRIER'S ACCEPTANCE OF PRODUCT UNDER THIS TARIFF, EACH SHIPPER AGREES TO PROTECT AND INDEMNIFY CARRIER AGAINST ANY INDEMNIFIABLE CLAIM ASSERTED BY ANYONE RESULTING FROM OR ARISING OUT OF 1) ANY BREACH OF OR FAILURE TO ADHERE TO ANY PROVISION OF THIS TARIFF BY SHIPPER, ITS CONSIGNEE, THEIR AGENTS, EMPLOYEES OR REPRESENTATIVES AND/OR 2) THE NEGLIGENT ACT(S) OR FAILURE(S) TO ACT OF SHIPPER, ITS CONSIGNEE, THEIR AGENTS, EMPLOYEES OR REPRESENTATIVES IN CONNECTION WITH THE DELIVERY OR RECEIPT OF PRODUCT. THIS INDEMNITY OBLIGATION SHALL EXTEND TO ANY INDEMNIFIABLE CLAIM EVEN THOUGH SUCH CLAIM ARISES AS A RESULT OF THE NEGLIGENCE OF THE PARTY INTENDED TO BE INDEMNIFIED BY THE APPLICABLE INDEMNITY PROVISION, EXCEPT THAT THIS INDEMNITY SHALL NOT EXTEND TO ANY PORTION OF AN INDEMNIFIABLE CLAIM THAT ARISES AS A RESULT OF THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY INTENDED TO BE INDEMNIFIED BY THIS INDEMNITY PROVISION.**

Carrier will not be liable for any loss of Product 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 an act, omission, legal fault or negligence of Carrier 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 Product 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 Product have 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 Product in the area of origin and the value of the degraded Product, or the replacement of the Product, 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 ANY PUNITIVE, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR RELATED TO THESE RULES AND REGULATIONS OR THE TRANSACTIONS AND SERVICES CONTEMPLATED HEREBY.

The reference prices for each type of Product 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 Product nominated or Tendered by Shipper pursuant to these Rules and Regulations, Shipper shall indemnify and hold harmless Carrier from and against any and all 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 Product had itself nominated and Tendered such Product to Carrier.

#### **75. Carrier's Remedies**

The transportation of the Product may be refused or terminated if Carrier determines or is advised that the Product does 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 return, divert, sell, and dispose of Product which do not conform to these Rules and Regulations without notice or liability. Shipper shall reimburse Carrier for all costs and expenses incurred by Carrier in returning or otherwise disposing of such non-conforming Product.

Additionally, Carrier reserves the right to sample and test the Product Tendered by Shipper. If the Product does 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 Product at Carrier approved laboratory, at Shipper's expense, prior to Tender to ensure its 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 the Product 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 Product 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 Product with reasonable care and diligence, considering the quantity of Product, the distance of transportation, the safety of operation, and other material factors.

#### **95. Application of Rates from and to Intermediate Points**

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

Product 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.

Product 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.

Shippers that have executed a transportation services agreement/ pipeage contract that has a volume commitment or dedication shall be referred to herein as an "Incentive Shipper." As provided for in its

transportation services agreement/ pipeage contract, an Incentive Shipper shall be entitled to the applicable Incentive Rate set out in the transportation services agreement/ pipeage contract.

**100. Intrasystem Transfers**

Carrier will allow Shipper Transfers and/or Title Transfers from one ownership to another, for Product 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 Product 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 the Product to be transported.

**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 Product 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 Product 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 Product 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 Product 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.