

WEST TEXAS LPG PIPELINE LIMITED PARTNERSHIP

LPG PIPELINE SYSTEM

LOCAL AND VOLUME INCENTIVE TARIFF

Containing

Rates

Governing the Intrastate Pipeline Transportation of

LIQUIFIED PETROLEUM GAS (LPG)

From Points in Texas

To

Points in Texas

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

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

Effective: January 1, 2012

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TABLE 1 OF BASE RATES

[U] All rates are unchanged unless otherwise indicated.

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

ORIGIN	COUNTY	DESTINATION	RATE IN CENTS PER BARREL
Fullerton Plant	Andrews	Lone Star Pipeline – Baden, Martin Co., Texas	66.00
Headlee Plant Roberts Ranch Plant [N] Mesquite Terminal	Midland		
Sand Hills Plant Block 31 Plant	Crane		
Yates Plant J.L. Davis Nelah Plant Tippet Plant	Crockett	Mont Belvieu, Chambers Co., Texas ⁽¹⁾	99.53
Sale Ranch Plant	Martin	Mont Belvieu, Chambers Co., Texas ⁽¹⁾	99.53
[C] Hill Lake Shackleford Plant Abilene Trucks	[C] Eastland Shackleford Taylor		
Ranger 108 Plant	Eastland	Mont Belvieu, Chambers Co., Texas ⁽¹⁾	85.21
Ranger Gathering Plant			
Eastland			
Targa Chico Plant	Wise		
Bridgeport Trucks	Jack		
Bridgeport Plant	Wise		
Barton Chapel Plant Worsham - Steed	Jack		
Gordon Plant Huckabay Plant Lone Camp Plant Tolar Plant	Palo Pinto		
Greenwood Plant Weatherford Meter (Station)1 Godley Plant	Parker		
Cresson Plant	Hood		
South Godley Plant	Johnson		
Trinidad Plant	Freestone		
Gladewater Trucks Enbridge Plant	Upshur		
Longview	Gregg		
Henderson Carthage	Rusk		
Woodville Plant	Tyler		
Panola P/L (Lufkin)	Angelina		
Chapparal Pipeline	Chambers	Mont Belvieu, Chambers Co., Texas ⁽¹⁾	9.05
[N] Roberts Ranch	[N] Midland County	[N] Mesquite Terminal, Midland County	[N] 35.00

⁽¹⁾ WTLPG can deliver into Mont Belvieu via WTLPG interconnections with the Targa Fractionator, the GCF Fractionator, and the Enterprise Fractionator.

TABLE 2
Take or Pay Volume Incentive Rates
(Subject to ITEM 105c herein)

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

ORIGIN	COUNTY	DESTINATION	VOLUME INCENTIVE RATE* IN CENTS PER BARREL
MWE Pipeline Interconnect, near Henderson, Texas	Rusk	Mont Belvieu, Chambers Co., Texas ⁽¹⁾	[U] 66.96

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

⁽¹⁾ WTLPG can deliver into Mont Belvieu via WTLPG interconnections with the Targa Fractionator, the GCF Fractionator, and the Enterprise Fractionator.

DEFINED ANNUAL PERIOD	MINIMUM COMMITMENT VOLUME (FOR THE DEFINED ANNUAL PERIOD)
JAN 1, 2006 – DEC 31, 2006	2,315,000
JAN 1, 2007 – DEC 31, 2007	2,085,000
JAN 1, 2008 – DEC 31, 2008	1,875,000
JAN 1, 2009 – DEC 31, 2009	1,688,000
JAN 1, 2010 – DEC 31, 2010	1,520,000
JAN 1, 2011 – DEC 31, 2011	1,370,000
JAN 1, 2012 – DEC 31, 2012	1,230,000
JAN 1, 2013 – DEC 31, 2013	1,230,000
JAN 1, 2014 – DEC 31, 2014	1,230,000
JAN 1, 2015 – DEC 31, 2015	1,230,000

Item 105c Ten Year Volume Incentive Rate Program

Commencement of Volume Incentive Rate Program. The Volume Incentive Rate Program will apply to volumes transported beginning January 1, 2006 by Shippers entering into Volume Incentive Rate Programs Agreements with Carrier, provided that one or more shippers enter into agreements with Carrier to ship or pay for, in the aggregate, a minimum volume each year as set forth below.

Additional Shippers. Additional Shippers may become eligible for this rate for transportation occurring from January 1, 2006 through December 31, 2015 by entering into a Volume Incentive Rate Program

Agreement with Carrier to participate in the Volume Incentive Rate Program. If additional Shippers enter into such Volume Incentive Rate Program Agreements, they will be charged the volume incentive rate in

Table 2 above; if Shippers tendering LPG from the Mark West Carthage Plant do not enter into Volume Incentive Rate Program Agreements, they will be charged the applicable rate in Table 1 of this tariff.

Shippers Transporting Under Program Rate. All Shippers who enter into agreements with the Carrier to transport under this Volume Incentive Rate Program, regardless of when they enter into such agreements, shall be collectively referred to as "Shippers Transporting Under Program Rate."

Rate Changes. Carrier may change the rate set forth above pursuant to the Volume Incentive Rate Program Agreements with Shippers.

Program Carry Forward Volume. For the first five Annual Periods, 2006 through 2010, a total of up to 730,000 Barrels of LPG transported in an Annual Period may be carried forward. The carry forward volume shall not exceed 730,000 Barrels, regardless of LPG volumes transported in excess of the Minimum Commitment Volume, but the carry forward volume may be replenished up to 730,000 Barrels if used in a prior Annual Period.

Any carry forward volume remaining at the end of 2010 may be carried forward into 2011. Any volumes transported during years 2012 through 2015 in excess of the Minimum Commitment Volume for each Annual Period may be carried forward for future Annual Periods.

Deficiency Payment. If during any Annual Period, the total actual volumes shipped by Shippers Transporting Under Program are less than the Minimum Commitment for an Annual Period, and to the extent that such is not due to conditions of Force Majeure, all Shippers Transporting Under Program will be billed equally for the Deficiency Payment. For example, if there are two Shippers Transporting Under Program, they will each be billed for 50% of the Deficiency Payment. Such Deficiency Payment shall equal the difference between the Minimum.

Commitment Volume and the actual shipments of Shippers Transporting Under Program during the Annual Period multiplied by the then effective Program Rate. A Deficiency Payment, if applicable, will be included in the Shipper invoices applicable to the last month of the Annual Period. A Shipper whose Volume Incentive Rate Program Agreement commences or terminates during an Annual Period shall be subject to any Deficiency Payment for that Annual Period.

Proration: Any proration of capacity by Carrier shall reduce the Minimum Commitment Volume during the period of proration by the amount of LPG that Shippers Transporting Under Program transport on another pipeline. Shippers Transporting Under Program shall provide Carrier with any requested documentation regarding shipments on another pipeline period of proration.

Force Majeure. For purposes of this Program, Force Majeure means any act, circumstance or event beyond the control of the Party claiming such event, including but not limited to major mechanical failure, power outage, earthquakes, hurricanes, fires, storms, tidal waves or other acts of God, acts of terrorism, riots, strikes, lockouts, picketing, boycotts, insurrections, rebellions, civil disturbances, war and dispositions or orders of governmental authority, whether such authority be actual or assumed. If Carrier is unable to transport due to a Force Majeure event all volumes of LPG that Shippers Transporting Under Program tender, any quantity of LPG shipped on another pipeline by Shippers Transporting Under Program during a Force Majeure event shall receive credit toward satisfying the Minimum Commitment Volume. Shippers Transporting Under Program shall

provide Carrier with any requested documentation regarding shipments on another pipeline or by truck during an event of Force Majeure.

Sharing of Shipper Information. Due to the nature of the Program, it may be possible for Shippers Transporting Under Program to know or otherwise ascertain the volumes of other Shippers Transporting Under Program. All Shippers Transporting Under Program authorize the sharing of volume information necessary for the implementation of the Program.

ITEM 110 FIVE YEAR VOLUME INCENTIVE RATE PROGRAM

The Volume Incentive Rate for the movement shown below will be available to shippers executing a Volume Incentive Agreement, prior to December 31, 2011, which includes a "Dedicated Volume" at 40% of monthly plant production and a Minimum Incentive Volume at a monthly average of 25,000 barrels per day. The Volume Incentive Rate will be applied to the Minimum Incentive Volume, up to a maximum of 32,000 average daily barrels per month. Dedicated Volume will be calculated based on total plant production less volume shipped from the plant by tank truck or rail car.

If the Dedicated Volume is not delivered during a month, and actual deliveries do not exceed the Minimum Incentive Volume, a "Deficiency Payment" will be calculated based on the difference in the actual volumes delivered and the Dedicated Volume.

If proration of pipeline capacity curtails the volume WTP is able to accept from origin plant, WTP shall reduce the Dedicated Volume and Minimum Incentive Volume by an amount equal to the volume that was curtailed due to proration. During the term of the proration, any volume not accepted by WTP may be transported by other means, including available pipelines.

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

ORIGIN	STATE	DESTINATION	STATE	RATE
Bridgeport Plant	TX	Mont Belvieu, Chambers Co., Texas ⁽¹⁾	TX	[U] 77.00

⁽¹⁾ WTLPG can deliver into Mont Belvieu via WTLPG interconnections with the Targa Fractionator, the GCF Fractionator, and the Enterprise Fractionator.

ITEM 120 BENEDUM INCENTIVE PROGRAM

- (a) To qualify for the Incentive Rates listed below, Shipper must sign a commitment agreement to ship or cause to be shipped, or pay for a minimum volume, from one or both of the Origin Points shown below to the EZ Pipeline Interconnect in Upton County, Texas. The commitment for the Fullerton Gas Plant Origin Point shall consist of one 12 month Period, with a Minimum Commitment Volume from the Fullerton Gas Plant of 1,825,000 Barrels per Period (the Minimum Commitment Volume).
- (b) Minimum Commitment Volume Deficiency Payment. Shipper shall make a deficiency payment if it fails to deliver the applicable Minimum Commitment Volume during an Annual Period based on any deficient Barrels times the incentive rate below. If Shipper transportation from an Origin Point listed below has been curtailed during the Annual Period due to proration on WTP, or a Force Majeure event, Shipper will receive a credit against its Annual Minimum Commitment Volume for purposes of determining a Deficiency Payment. Any such credit shall be calculated and applied only if the Shipper has not met its Annual Minimum Commitment Volume.

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

ORIGIN	STATE	DESTINATION	STATE	RATE
Fullerton Gas Plant	TX	EZ Pipeline, Upton Co., TX	TX	[U] 42.34

EXPLANATION OF REFERENCE MARKS AND ABBREVIATIONS:

- [C] Cancel
- [N] New
- [U] Unchanged

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