

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

LOCAL PIPELINE TARIFF
FOR
NON-INCENTIVE AND VOLUME INCENTIVE RATES
CONTAINING RULES & REGULATIONS GOVERNING
THE TRANSPORTATION AND HANDLING OF
DILUENT, PETROLEUM PRODUCTS
AND UNFINISHED GASOLINE
TRANSPORTED BY PIPELINE
FROM ORIGINS IN ARKANSAS, ILLINOIS, INDIANA, LOUISIANA AND TEXAS
TO DESTINATIONS IN ARKANSAS, ILLINOIS, INDIANA, LOUISIANA, MISSOURI AND TENNESSEE

Issued in accordance with 18 C.F.R. § [W] ~~342.2(b) — Establishing Initial Rates~~ 342.3 Indexing.

[C] ~~Issued on less than thirty (30) days' notice under authority of 18 C.F.R. 341.14. This tariff publication is conditionally accepted subject to refund pending a thirty (30) day review period.~~

[F1], [F2], [F3], and [F4] This tariff contains rates that are higher for shorter than longer distances over the same route. Such departure from the terms of the amended Fourth Section of the Interstate Commerce Act is permitted by authority of the Federal Energy Regulatory Commission, Fourth Section Applications dated March 14, 2003, May 14, 2010, March 21, 2011, and March 16, 2012 respectively, as indicated herein.

THE RATES NAMED IN THIS TARIFF ARE FILED IN COMPLIANCE WITH 18 CODE OF FEDERAL REGULATIONS § 342.3 (INDEXING) AND § 342.4(B) (MARKET-BASED) PURSUANT TO THE COMMISSION'S ORDER ON APPLICATION FOR MARKET POWER DETERMINATION, TE PRODUCTS PIPELINE COMPANY, L.P., DOCKET NO. OR99-6-000, ISSUED APRIL 25, 2001.

All rates in this tariff are expressed in cents-per-barrel of forty-two (42) U. S. gallons, are subject to change as provided by law and are governed by the provisions found under the General Rules & Regulations shown herein.

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

ISSUED

MAY 28, 2020

EFFECTIVE

JULY 1, 2020

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GENERAL RULES & REGULATIONS

The General Rules & Regulations published herein apply in their entirety to the services covered by this tariff, i.e., to the transportation and handling of Product(s) between the origin(s) and destination(s) named herein.

ITEM NO. 5

A List of Definitions

Agreement	Refers to the transportation agreement that has been executed by any Shipper with the Carrier in order to qualify for specific rates as set forth in Item Nos. 230, 340 and 350.
Agreement Period(s)	Refers to the period beginning on the Commencement Date or any anniversary thereof and ending 365 or, if applicable, 366 days later during the term of an Agreement.
Agreement Term	(a)With respect to the volume incentive rates set forth in Item No. 230, refers to the period beginning on the Commencement Date and continuing in effect for fifteen (15) consecutive Agreement Periods. (b)With respect to the volume incentive rates set forth in Item No. 340, refers to the period beginning on the Commencement Date and continuing in effect for ten (10) consecutive Agreement Periods.
Barrel(s)	Forty-two (42) United States Gallons at 60° F.
Batch	A quantity of a Product handled through Carrier's pipeline facilities as a unit.
Brand Shipment	A Shipment of Products of uniform quality having the same specifications, which Shipment, Shipper desires separate identity and segregation from a Common Shipment so as to receive, as nearly as reasonably practicable, the same Products as delivered.
Carrier	Refers to Enterprise TE Products Pipeline Company LLC ("Enterprise TE") and other pipelines participating herein.
Commencement Date	The date established pursuant to the Agreement.
Common Shipment	Any Shipment of Products not a Brand Shipment; Common Shipments may be commingled with other Products of similar quality and specifications in effect at time Product is tendered.
Contract Shipper	(a)With respect to Item No. 340, a Shipper that is party to an Agreement that was executed with Carrier pursuant to an open season for Diluent service, and which includes a Minimum Volume commitment for Diluent. (b)With respect to Item No. 350, a Shipper that has entered into an Agreement that was executed with Carrier pursuant to an open season conducted by Carrier between July 9, 2018 and August 10, 2018 for the expansion of its Seymour, Indiana to Chicago, Illinois pipeline system, and which included a Minimum Volume commitment.
Diluent	A liquid hydrocarbon used to dilute heavy crude and having properties conforming to those specified for diluent in Item No. 80.
Minimum Volume	Represents the aggregate minimum quantity of Product(s) that Shipper guarantees to ship and take delivery of at destination during a designated time period which will allow that Shipper to qualify for specific rates set forth in Item Nos. 230, 340 and 350.
Month	Means a calendar month.
Nomination	Refers to the communication from Shipper to Carrier in accordance with Item No. 130 of this Tariff notifying Carrier of Product(s) Shipper desires to tender for transportation on Carrier's system each month.
Petroleum Products	Motor Fuels -- Includes finished and subgrade gasoline grades subject to Item No. 80 of this tariff. Distillates -- Includes diesel fuel, ULSD and petroleum distillates subject to Item No. 80 of this tariff. Jet Fuel -- Refers to fungible Jet-A turbine fuel subject to Item No. 80 of this tariff.
Priority Service	Refers to the service provided by Carrier to any Contract Shipper that has elected to pay for the Priority Service Rate in exchange for the right not to be prorated to accommodate the nominations of Shippers (other than nominations of the Minimum Volumes of Contract Shippers) under ordinary operating conditions.
Priority Service Rate	Refers to rates to be paid by a Contract Shipper that elected to use Priority Service set forth in Item Nos. 340 and 350.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 5 (Continued)**A List of Definitions**

Product(s)	When mentioned in this tariff, represents individually and collectively, Diluent, Petroleum Products and Unfinished Gasoline.
Regular Capacity	Means pipeline capacity available.
Shipment(s)	Includes both Brand Shipment and Common Shipment transported under the terms and conditions of this tariff.
Shipper(s)	All shippers who transport Product under the terms and conditions of this tariff, with and without an Agreement.
ULSD	Includes ultra low sulfur diesel subject to Item No. 80 of this tariff.
Unfinished Gasoline	Subject to the approval of the Carrier, includes natural gasoline, condensate, raffinate, straight-run gasoline, naphtha and similar Products subject to Item No. 80 of this tariff.

ITEM NO. 10**Application of Rates for Intermediate Points**

For Shipments accepted for transportation from any origin not named in this tariff to a destination named in this tariff, the rate for such shipment shall be the rate specified herein from the closest named origin to such named destination to which such unnamed origin would be an intermediate point.

For Shipments accepted for transportation from an origin named in this tariff to any destination not named in this tariff, the rate for such shipment shall be the rate specified herein from the named origin to the closest named destination to which such unnamed destination would be an intermediate point.

For Shipments accepted for transportation, an origin not named in this tariff to a destination not named in this tariff, the rate for such shipment shall be the rate specified herein from the closest named origin to the closest named destination to which such unnamed origin and unnamed destination are intermediate points.

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

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 20

Claims, Time for Filing

As a condition precedent to recovery, claims must be made in writing to Carrier within nine (9) Months after receipt of delivery of the Shipment, or in case of a failure to make delivery, then within nine (9) Months after a reasonable time for delivery has elapsed. Suit against Carrier must be instituted by Shipper or its consignee within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that 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 Carrier shall not be liable therefor.

ITEM NO. 25

Facilities Required at Origins & Destinations

Shipments will be accepted for transportation hereunder only when:

- a. Shipper has provided facilities satisfactory to Carrier capable of delivering Product at the origins at pressures and volumetric flow levels required by Carrier, and
- b. Shipper or consignee has provided the necessary facilities at destination for receiving such Shipments without delay at pressures and at volumetric flow levels required by Carrier.

Carrier will not handle at any one point in time more than three (3) types or grades of Product at the McRae, Arkansas facilities for deliveries to destinations under this tariff, unless Carrier has sufficient facilities at McRae, Arkansas to accommodate more than three (3) types or grades of Product.

ITEM NO. 35

Identity of Shipments and Commingling

Except for Brand Shipments, Product transported through Carrier's facilities for Shippers will be intermixed with substantially similar Products and shall be subject to changes in quality and other characteristics as may result from such intermixing. Except for Brand Shipments, Shipper shall not be entitled to receive the same Product tendered by it to Carrier under this tariff.

Subject to the foregoing, Carrier will reasonably endeavor to maintain the identity of Brand Shipments of Products.

ITEM NO. 45

Jet Fuel Filtration

Carrier does not warrant nor in any way represent to Shipper that Jet Fuel as delivered by Carrier is suitable or otherwise fit for use in the operation of any aircraft. Carrier disclaims any and all warranties, express, implied or statutory, as to the Jet Fuel including but not limited to its merchantability or fitness for a particular purpose. Shipper shall have the ultimate responsibility for the filtration of Jet Fuel and not Carrier. Furthermore, Shipper shall have complete responsibility to provide all necessary tankage and filter facilities to assure that Jet Fuel is suitable for aircraft consumption.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 50

Liability of Carrier

Carrier shall not be liable for any loss or delay of, or damage to Products in or formerly in its possession caused by an act of God, public enemy, quarantine, authority of law, strike, riot, fire, flood, or act or default of Shipper or consignee, or for any other cause not due to the sole negligence of Carrier, whether similar or dissimilar to the causes herein enumerated; in such cases, except when Products involved in such loss are part of a Common Shipment, the owner of the Products shall stand the loss without a right to recourse against Carrier. In case the Product involved is part of a Common Shipment, the owner shall stand the loss from Carrier in the same proportion as the amount accepted for transportation and actually in Carrier's custody bears to the whole of the Common Shipment of all other Shippers participating in the Common Shipment from which loss occurs. The owner of such Product shall be entitled to receive only such portion of its Common Shipment as is left after deducting the due proportion of the loss as determined above.

Carrier shall not be liable for discoloration, commingling, contamination or deterioration of Product transported unless such discoloration, commingling, contamination or deterioration is caused by the sole negligence of Carrier. Normal commingling which occurs between Batches may be divided as equitably as practicable among Shippers participating in the Batches causing the commingling.

ITEM NO. 55

Measurement and Deductions

Quantities of Product received and delivered shall be determined by dynamic or static measurement methods in accordance with appropriate American Petroleum Institute (API) standards, latest revision, and adjusted to base (reference or standard) conditions. The base conditions for the measurement of liquids having a vapor pressure equal to or less than atmospheric pressure at base temperature are as follows: pressure - 14.696 psia and temperature - 60° F. Shipper may have the privilege of being present or represented at the time of measurement.

Except as provided in Item No. 50 of this tariff, Carrier will be accountable for delivery at any destination of one hundred percent (100%) of the original Shipment tender to the origins.

Shipper shall be responsible for product downgrades and/or interfaces.

ITEM NO. 60

Minimum Consignment

The minimum consignment of five thousand (5,000) Barrels of one Batch may be delivered to any destination other than West Memphis, Arkansas and Memphis (WesPac Pipeline), Tennessee;

The minimum consignment of twenty-five thousand (25,000) Barrels of one Shipment may be delivered to West Memphis, Arkansas;

The minimum consignment of twenty-five thousand (25,000) Barrels of one Shipment may be delivered to Memphis (WesPac Pipeline), Tennessee; provided that delivery of such consignment does not result in reducing the continuing Shipment below ten thousand (10,000) Barrels for movements in Carrier's 20" diameter pipeline.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 65

Minimum Shipment

Except for movements to the destinations at Arcadia, Louisiana, Jonesboro and North Little Rock, Arkansas, the minimum quantity of a Shipment which will be accepted at points of origin, other than the Hebert and Houston, Texas origins on the Colonial Pipeline System and Clermont, Indiana, by Carrier shall be fifty thousand (50,000) Barrels, provided, however:

a. Common Shipments will be accepted by Carrier in tender of not less than ten thousand (10,000) Barrels when the total of the tenders of a Common Shipment at one particular time will make a Batch of fifty thousand (50,000) Barrels or more of like characteristics at the point of origin;

b. To the extent compatible with the efficient and economic use and operation of Carrier's facilities and pursuant to Shipper's request, Brand Shipments will be accepted in tenders and moved in a Batch of not less than ten thousand (10,000) Barrels;

c. Shipper requesting a Brand Shipment shall be responsible for any commingling of Brand Shipments and Common Shipments resulting from the movement of such Batch; and

The minimum quantity of a Common Shipment which will be accepted at the Hebert and Houston, Texas origins on the Colonial Pipeline System shall be twenty-five thousand (25,000) Barrels. Brand Shipments will not be accepted at the Hebert and Houston, Texas origins on the Colonial Pipeline System.

The minimum quantity of Petroleum Products which will be accepted at Clermont, Indiana by Carrier is twenty thousand (20,000) Barrels, provided, however, that to the extent compatible with the efficient and economic use and operation of Carriers facilities and pursuant to Shipper's request, Brand Shipment will be accepted in tenders and moved in a Batch of not less than ten thousand (10,000) Barrels. Shipper shall be responsible for any commingling of the Brand Shipments with Common Shipments resulting from the movement of such Batch.

For movements to the destinations at Arcadia, Louisiana, Jonesboro and North Little Rock, Arkansas, the minimum quantity of Shipment which will be accepted by Carrier at origin shall be ten thousand (10,000) Barrels.

ITEM NO. 70

Non-Compatible Product Handling

Shipper will be responsible for any Product that is delivered to Carrier at any origin that does not meet the certificate requirements as set forth in Item No. 135 (Testing). Carrier will elect one of the following options to handle the non-compatible Product: (1) Shipper will remove the non-compatible Product or (2) Shipper shall pay a penalty in the amount of [U]twenty (20¢) cents per gallon for reprocessing the non-compatible Product or 3) Shipper shall pay Carrier actual cost for the disposal plus handling and maintenance charges associated with the disposal of the non-compatible Product.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 75

Payment of Transportation and Other Charges

The transportation charges and all other charges accruing on Products accepted for transportation under this tariff shall be based on the applicable rates contained in other tariffs referencing this tariff.

Carrier may require that all payments to Carrier for services pertaining to the transportation of Products be wire transferred in accordance with the instructions on the Carrier's invoice to Shipper.

In the event Carrier determines that the financial condition of a Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines it is necessary to obtain security from a Shipper, Carrier, upon notice to Shipper, will require any of the following prior to Carrier's delivery of Shipper's Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Products: (1) prepayment of all charges by wire transfer and shall be held by the Carrier without interest accruing thereon until credited to Shipper, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges, and in a form, and from a third party acceptable to Carrier. In the event Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

Carrier shall have a lien on all Products in its possession belonging to Shipper to secure the payment of charges due by said Shipper and may withhold such Products from delivery until all of such unpaid charges shall have been paid. If such charges shall remain unpaid for ten (10) days after notice of readiness to deliver, or if Shipper has less than five thousand (5,000) gallons of Products in Carrier's system which Shipper fails to remove after ten (10) days' notice from Carrier, Carrier shall have the right to sell said Products at public or private sale. Carrier may be a bidder and purchaser at such sale. From the proceeds of such sale, Carrier may pay itself all charges lawfully accruing and all expenses of such sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM NO. 80

Product Acceptable

Carrier reserves the right to reject any Products under this tariff which would have a potential adverse effect on any Product Shipments or otherwise disrupt the efficient use of Carrier's facilities. Products tendered by Shipper pursuant to this tariff for movement as parts of a Common Shipment shall meet the specifications for the individual Product as set forth in Carrier's then current product specification dated May 14, 2010, which shall be modified or substituted from time to time and at any time. Copies of these documents are available upon request from the tariff compiler referenced on the title page of this tariff.

Subject to these General Rules & Regulations, Product as herein defined will be accepted for transportation at the origins at such time as Products of similar quality and specifications are currently being transported or Carrier is scheduling such Products for Shipment from such origins to destination in accordance with Carrier's sequence of pumping.

Products other than Diluent, which will be accepted hereunder are only those having an API Gravity of not less than 30° and not more than 90°, a vapor pressure of not more than 11 pounds per square inch absolute at the storing temperature, a temperature on receipt of not more than 100° F, viscosity not greater than 40 seconds Saybolt Universal and a color not darker than 2.5 ASTM. Any blending components other than pure hydrocarbons must be approved by Carrier.

Diluent which will be accepted hereunder is that liquid hydrocarbon meeting Carrier's Product Specification for Diluent, as amended by Carrier from time to time.

Shippers requesting Product to be moved as a Brand Shipment may be required to furnish buffer material in reasonable amounts and quantities satisfactory to Carrier for Shipments of Products. When Shipper is required under this item to provide buffer material for the Shipments of Products, Shipper will pay the same rate for the transportation of such buffer material as is the tariff rate applicable to the transportation of the Products the buffer material is being utilized to buffer.

Shipper may be required by Carrier to inject oil-soluble corrosion inhibitors acceptable to Carrier in the Products to be transported. Carrier, for corrosion protection, may inject corrosion inhibitors, and Products containing such inhibitors shall be accepted by Shipper or consignee of Shipper at destination.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 85

Product Disposition If No Facilities Provided at Destination

In the event Shipper is unable to have Product delivered to it hereunder at destination, as a result of any cause, Carrier agrees to reasonably cooperate with Shipper with respect to Shipper's disposal of such Product in Carrier's facilities; provided, however, if Shipper fails to make provisions for such disposal, Carrier shall have the right, at Shipper's sole cost and expense and for Shipper's account, to dispose of any such Product at the best commercial price then available under existing circumstances in order to free Carrier's facilities.

Carrier shall not be liable to Shipper or its consignee because of such disposition, and Shipper or its consignee shall pay for all costs thereof, the same as if Shipper or its consignee had requested or authorized such disposition.

ITEM NO. 90

Product Involved In Litigation or Encumbered

Carrier shall have the right to reject any Product, when offered for transportation, which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and Carrier may require of Shipper satisfactory evidence of perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all losses.

ITEM NO. 95

Proration of Pipeline Capacity

When quantities of Product greater than can be transported are offered to Carrier for Shipment through Carrier's facilities, Carrier shall allocate available transportation on an equitable basis to all Shippers' pursuant to Carrier's then current proration policy, dated September 15, 2019. The current copy can be found on Carrier's company website.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 100

Reconsignment

If no out-of-line or back-haul movement is required, Shipper may, on seventy-two (72) hours' written notice to Carrier, and subject to (i) the applicable rate from point of origin to final destination, (ii) Carrier's pumping schedule and (iii) all other General Rules & Regulations herein, reconsign any Shipment or portion of any Shipment to destinations named in lawful tariffs applying on Products issued by or concurred in by Carrier, provided that such Product so reconsigned shall meet the applicable minimum consignment rules for such destination.

In the event Shipper or its consignee does not have adequate facilities available to receive Products from the line without delay at the time any Shipment or portion thereof arrives at a destination to which it is consigned, Carrier will reconsign said Shipment or any undelivered portion thereof to a destination where facilities are available to receive it and Carrier shall not be liable for any damage, loss in transit, or loss in storage which may occur by reason of such reconsignment. Such reconsignment shall have the same effect as though requested by Shipper and Shipper shall pay transportation charges and all other charges from point of origin to actual final destinations.

ITEM NO. 105

Recycling

Carrier may, from time to time and at Carrier's sole discretion, recycle Shipper Barrels to a later origin cycle on behalf of a requesting Shipper, including by means of exchange from Carrier's downstream breakout tankage locations to Carrier's origin tankage. A recycle shall be entered only when Carrier determines, on a non-discriminatory basis, that it has sufficient physical inventory on hand to effect such recycle. If applicable, any physical inventory Barrels at Carrier's downstream breakout tankage facilities shall, following a recycle of such Barrels, be disposed of by Carrier without remittance or liability of any kind to Shipper. Carrier shall charge a fee of [U]\$0.42 per Barrel for each recycled barrel. Recycled barrels shall only be included in Shipment History, as such term is defined in Carrier's Proration Policy, after such barrels have been delivered by Carrier on behalf of Shipper to the destination.

ITEM NO. 110

Separate Pipeline Agreements

Separate agreements, if applicable, in association with pipeline connections or other facilities ancillary to the Carrier's pipeline system and in accordance with this tariff shall be required of any Shipper or consignee before any obligation to provide transportation shall arise.

ITEM NO. 125

Tax Registration

Shipper and its consignors and consignees shall be required to provide Carrier with proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies or assessments. Shipper and its consignors and consignees shall further be required to immediately notify Carrier of any changes in their registration or tax exemption status. Any tax, levy, assessment or other charge imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item No. 75.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 130

Tenders

Shippers qualified to ship on Carrier's system, desiring to tender Products for transportation hereunder shall submit monthly nomination(s) (a "Nomination") via the Transport4 system (or other system Carrier may identify in the future to provide a similar function), specifying the origin, destination, product type, quantity of products to be shipped and, if applicable, whether such Products are being tendered pursuant to a TSA or incentive program. Shippers shall submit an initial Nomination (an "Initial Nomination"), on or before the fifteenth (15th) day of the month preceding the month of shipment, unless such day falls on the weekend or is a holiday, in which case the due date for an Initial Nomination shall be the next business day following the weekend or holiday. Unless such Initial Nomination is made, the Carrier shall be under no obligation to accept Products from such Shipper. At close of business on the Initial Nomination due date, each Shipper's Nomination will be considered binding as to Shipper. If a Shipper makes a Nomination after the Initial Nomination due date, Carrier shall notify Shipper if such Nomination will be accepted and any such accepted Nomination shall be considered binding as to Shipper upon Carrier's notification of acceptance. A nomination made after the Initial Nomination due date may not modify a binding Initial Nomination; rather, a Nomination made after the Initial Nomination due date shall be considered a new Nomination, incremental to any other Nomination made by Shipper. The sum of a Shipper's Initial Nomination and any accepted incremental Nomination shall be considered a Shipper's binding Nomination.

A Contract Shipper's Nomination eligible to be shipped at the Priority Service Rate is limited to the Contract Shipper's committed volume.

If it is determined that insufficient capacity is available to accommodate all valid timely and properly submitted Nominations, Carrier will notify, via electronic bulletin posting or other appropriate method as selected by the Carrier, each Shipper that has tendered a Nomination for an allocated line segment. Carrier will allocate capacity in accordance with Carrier's then in effect Proration Policy. On or about two (2) business days following the Initial Nomination deadline, Carrier will notify any allocated Shipper of such Shipper's allocated capacity. Each allocated Shipper will then have a period of two (2) business days to adjust its Nomination using Transport4 (unless otherwise instructed by the Carrier) to the volume equal to its allocated capacity (the "Allocation Volume"). This adjusted Nomination shall be binding as to Shipper.

Except for Shippers under Items 230, 340, and 350 with respect to each such Shipper's Minimum Volume, for each period that a Shipper delivers less than its applicable Volume Threshold, for any reason other than at the request of the Carrier or where Carrier's operations prevented full receipt or delivery of barrels tendered by Shipper, Shipper shall be invoiced a Nomination Shortfall Charge in addition to being invoiced for its delivered volumes. A Shipper's Volume Threshold shall be equal to either (i) eighty-five percent (85%) of its binding Nomination volume; or, during a period of allocation, (ii) the lower of (a) eighty-five percent (85%) of its binding Initial Nomination volume, before allocation adjustment, or (b) 100% of its Allocation Volume. Such Nomination Shortfall Charge shall equal:

$$\begin{aligned} & \text{Shipper's applicable Volume Threshold} \\ & \quad (-) \text{ less} \\ & \text{Shipper's actual volume delivered for the nominated movement} \\ & \quad (*) \text{ times} \\ & \text{transportation rate per barrel applicable to such movement.} \end{aligned}$$

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 130

Tenders (Continued)

To reduce operational and scheduling disruptions, and to protect Carrier's ability to meet the scheduled deliveries of all Shippers, any Shipper who within seventy-two (72) hours before the scheduled time for receipt of Product by Carrier changes the origin location or reduces the amount of barrels for transportation will be assessed a Late Origin Change Fee of forty-two cents (\$0.42) per barrel for each barrel as to which the origin location was changed or that Shipper reduces from its binding Nomination. The Late Origin Change Fee shall be assessed in addition to any applicable Nomination Shortfall Charge.

Carrier will not accept nominations for the following services: (a) interstate transportation of Jet Fuel in Item No. 230 (Volume Incentive Rates) and (b) interstate transportation of Jet Fuel in Item No. 320 (Non-Incentive Rates) with the exception of Jet Fuel from Gulf Coast origins to Memphis (WesPac Pipeline). Carrier will continue to provide jet fuel service under its separate FERC Tariff No. 58.7.0 and reissues thereof from Lima, Ohio to the Cincinnati Airport.

ITEM NO. 135

Testing

Shipper shall furnish Carrier with a certificate setting forth in detail specifications of each Shipment of Products offered for transportation under the this tariff, and Shipper shall be liable for any contamination or damage to other Products being transported, or to Carrier's pipeline or other facilities in the event the Products tendered and shipped include blending components other than pure hydrocarbons that have not been approved by Carrier, or substandard to the specifications stated in Shipper's certificate. Carrier may-- but shall not be required to--sample and/or test any Shipment prior to acceptance or during receipt of Shipment, and in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail as to the specifications of Products received.

VOLUME INCENTIVE RATES (In Cents-per-bbl.)

ITEM NO. 230

Incentive Rates for Memphis (WesPac Pipeline) Destination

[U] All rates in this item are unchanged.

PRODUCT	DESTINATION	ORIGIN							
		Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Motor Fuel, Distillate & Jet Fuel	Memphis (WesPac Pipeline) (Shelby Co., TN)	182.1	180.0	198.0	200.1	182.1	186.3	179.8	184.2

TERMS AND CONDITIONS

Rates set forth herein will apply to Shipments delivered to WesPac Pipeline at Memphis, Tennessee of Product of any Shipper that agrees to in writing to transport a total guaranteed volume obligation of eighty million four hundred and eighty one thousand (80,481,000) Barrels of Product for fifteen (15) successive Agreement Periods during an agreement term, subject to the following rules and regulations:

a. If the volume of Product shipped by Shipper and delivered at destination during an Agreement Period is less than the Minimum Volume as set forth in Table 1 below, Shipper shall pay to Carrier within thirty (30) days after the end of the Agreement Period a deficiency charge of [U]fifty cents (50¢) times the number of Barrels that Shipper is deficient. Any deficiency charge paid by Shipper shall be considered by Carrier as prepaid transportation, shall not bear interest, and will be credited to Shipper at the prepaid rate of [U] fifty cents (50¢) per Barrel against transportation charges on Product delivered to Shipper at destination under and during the continuance of this Agreement in any future Agreement after the Minimum Volume has been received by Shipper at destination for such future Agreement Period.

b. Upon termination of the Agreement between Carrier and Shipper, any prepaid transportation remaining payable to Shipper under the provisions set forth in paragraph a, shall not be reimbursable. Carrier shall be under no obligation to reimburse Shipper if Shipper should have any such prepaid transportation remaining at the expiration of Agreement. Furthermore, any such shipment of Product after termination of this Agreement shall be subject to the terms and conditions of any applicable tariff relating to such transportation of Product.

c. In the event Carrier is prevented from performing its obligation hereunder, due to a Force Majeure Event, the Minimum Volume obligation of Shipper shall abate in the same proportion as the inability of Carrier during the period of such Force Majeure. As used herein the terms "Force Majeure Event" and "Force Majeure" refers to, without limitation, acts of God; lockouts or other industrial disturbances; inability to obtain or delay in obtaining appropriate rights-of-way, permits, licenses, materials, supplies, or labor; acts of public enemy; wars; blockades; insurrection; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests; and restraints of governments and people; civil disturbances; explosions; breakage of or accidents to machinery; equipment or lines of pipe; freezing of lines of pipe; valid rules, regulations or orders of governments or governmental agencies; proration or allocation of any transportation of the Product; and other causes, whether of the same kind herein enumerated or otherwise, beyond the reasonable control of the party claiming such Force Majeure Event.

Shipper and Carrier shall enter into an Agreement prior to any delivery of Product under this tariff, which Agreement shall contain mutually acceptable and agreeable terms and conditions consistent with this tariff.

Table 1	
Agreement Period(s)	Minimum Volume (Barrels)
1	4,927,000
2	5,037,000
3	5,146,000
4	5,256,000
5	5,365,000
6 thru 15	5,475,000

NON-INCENTIVE RATES (In Cents-per-bbl.)

ITEM NO. 300

Non-Incentive Rates for Motor Fuel
[I] All rates in this item are increased unless otherwise noted.

DESTINATION	ORIGIN											
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	McRae Jct. (P) (White Co., AR)	El Dorado (2) (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur (3) (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Arcadia (P) (Bienville Parish, LA)	148.41	146.12	--	--	--	183.71	186.01	158.12	146.12	151.09	--	148.41
Cape Girardeau (Scott Co., MO)	[F4] 283.37	[F4] 266.45	--	--	[F4] 237.83	[F4] 290.61	[F4] 293.70	[F4] 278.45	[F4] 269.11	[F4] 283.37	[F4] 254.43	[F4] 283.37
Chicago (Cook Co., IL)	[F1] 238.90	[F1] 221.34	152.81	--	[F1] 192.50	[F1] 246.34	[F1] 249.32	[F3] 233.34	[F1] 224.21	[F1] 238.90	[F1] 211.44	[F1] 238.90
Griffith (Lake Co., IN)	[F1] 238.90	[F1] 221.34	[U] 143.43	--	[F1] 192.50	[F1] 246.34	[F1] 249.32	[F3] 233.34	[F1] 224.21	[F1] 238.90	[F1] 211.44	[F1] 238.90
Indianapolis (Hendricks Co., IN)	311.89	297.11	--	--	268.90	321.68	324.56	309.11	299.87	316.78	283.90	323.07
Jonesboro (P) (Lawrence Co., AR)	239.95	235.96	--	--	192.38	270.19	243.95	247.96	240.16	247.97	235.57	243.95
Memphis (Exxon) (Shelby Co., TN)	274.33	257.20	--	97.26	218.78	281.57	284.44	269.20	259.96	274.33	245.60	274.33
Memphis (Lion Oil Terminal) (Shelby Co., TN)	274.33	257.20	--	97.26	218.78	281.57	284.44	269.20	259.96	274.33	245.60	274.33
Memphis (WesPac Pipeline) (Shelby Co., TN)	274.33	257.20	--	97.26	--	281.57	284.44	269.20	259.96	274.33	245.60	274.33
Norris City (White Co., IL)	[F2] 274.44	[F2] 257.30	--	--	[F2] 229.00	[F2] 281.77	[F2] 284.55	[F3] 269.30	[F2] 260.07	[F2] 274.44	[F2] 245.81	[F2] 274.44
North Little Rock (P) (Pulaski Co., AR)	201.50	198.93	--	--	163.79	240.81	243.56	210.93	198.93	204.07	193.51	201.50
Princeton (Gibson Co., IN)	[F2] 276.46	[F2] 259.33	--	--	[F2] 231.02	[F2] 283.90	[F2] 286.67	[F3] 271.33	[F2] 262.20	[F2] 276.46	[F2] 247.62	[F2] 276.46
Seymour (Jackson Co., IN)	[F2] 279.44	[F2] 262.31	--	--	[F2] 234.00	[F2] 286.78	[F2] 289.65	[F3] 274.31	[F2] 265.07	[F2] 279.44	[F2] 250.50	[F2] 279.44
Shreveport Area Truck Rack (Bossier Parish, LA)	256.14	244.85	--	--	175.90	268.27	271.67	256.85	247.62	256.14	--	256.14
Speedway (Marion Co., IN)	311.89	297.11	--	--	268.90	321.68	324.56	309.11	299.87	316.78	283.90	323.07
West Memphis (Crittenden Co., AR)	274.33	257.20	--	97.26	216.54	281.57	284.44	269.20	259.96	274.33	245.60	274.33
Zionsville (Boone Co., IN)	311.89	297.11	--	--	268.90	321.68	324.56	309.11	299.87	316.78	283.90	323.07

NON-INCENTIVE RATES (In Cents-per-bbl.)

ITEM NO. 310

Non-Incentive Rates for Distillate
[I] All rates in this item are increased unless otherwise noted.

DESTINATION	ORIGIN											
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	McRae Jct. (P) (White Co., AR)	El Dorado (2) (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur (3) (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Arcadia (P) (Bienville Parish, LA)	156.23	154.09	--	--	--	191.51	193.84	166.09	154.09	158.88	--	156.23
Cape Girardeau (Scott Co., MO)	[F4] 290.19	[F4] 273.26	--	--	[F4] 244.85	[F4] 297.64	[F4] 300.50	[F4] 285.26	[F4] 276.14	[F4] 290.19	[F4] 261.14	[F4] 290.19
Chicago (Cook Co., IL)	[F1] 238.90	[F1] 221.34	152.81	--	[F1] 192.50	[F1] 246.34	[F1] 249.32	[F3] 233.34	[F1] 224.21	[F1] 238.90	F1] 211.44	[F1] 238.90
Griffith (Lake Co., IN)	[F1] 238.90	[F1] 221.34	[U] 143.43	--	[F1] 192.50	[F1] 246.34	[F1] 249.32	[F3] 233.34	[F1] 224.21	[F1] 238.90	[F1] 211.44	[F1] 238.90
Indianapolis (Hendricks Co., IN)	324.34	307.00	--	--	278.91	331.69	334.34	319.00	310.08	324.34	293.27	324.34
Jonesboro (P) (Lawrence Co., AR)	248.52	244.53	--	--	200.94	278.77	252.50	256.53	247.97	256.51	244.16	252.50
Memphis (Exxon) (Shelby Co., TN)	279.97	262.73	--	97.26	218.78	287.20	290.08	274.73	265.71	279.97	251.03	279.97
Memphis (Lion Oil Terminal) (Shelby Co., TN)	279.97	262.73	--	97.26	218.78	287.20	290.08	274.73	265.71	279.97	251.03	279.97
Memphis (WesPac Pipeline) (Shelby Co., TN)	279.97	262.73	--	97.26	--	287.20	290.08	274.73	265.71	279.97	251.03	279.97
Norris City (White Co., IL)	[F2] 282.20	[F2] 264.96	--	--	[F2] 236.76	[F2] 289.55	[F2] 292.31	[F3] 276.96	[F2] 267.84	[F2] 282.20	[F2] 253.16	[F2] 282.20
North Little Rock (P) (Pulaski Co., AR)	210.42	207.65	--	--	172.72	249.50	252.10	219.65	207.65	212.52	202.03	210.42
Princeton (Gibson Co., IN)	[F2] 284.65	[F2] 267.62	--	--	[F2] 239.31	[F2] 292.10	[F2] 294.97	[F3] 279.62	[F2] 270.39	[F2] 284.65	[F2] 255.60	[F2] 284.65
Seymour (Jackson Co., IN)	[F2] 289.76	[F2] 272.62	--	--	[F2] 244.43	[F2] 297.11	[F2] 299.87	[F3] 284.62	[F2] 275.50	[F2] 289.76	[F2] 260.49	[F2] 289.76
Shreveport Area Truck Rack (Bossier Parish, LA)	279.44	260.49	--	--	203.78	283.90	287.20	272.49	259.43	279.44	--	279.44
Speedway (Marion Co., IN)	324.34	307.00	--	--	278.91	331.69	334.34	319.00	310.08	324.34	293.27	324.34
West Memphis (Crittenden Co., AR)	279.97	262.73	--	97.26	234.43	287.20	290.08	274.73	265.71	279.97	251.03	279.97
Zionsville (Boone Co., IN)	324.34	307.00	--	--	278.91	331.69	334.34	319.00	310.08	324.34	293.27	324.34

NON-INCENTIVE RATES (In Cents-per-bbl.)(Continued)

ITEM NO. 320

Non-Incentive Rates for Jet Fuel

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN								
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur (3) (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Memphis (WesPac Pipeline) (Shelby Co., TN)	263.8	248.3	270.3	273.0	260.3	250.9	263.8	248.1	263.8

NON-INCENTIVE RATES (In Cents-per-bbl.)(Continued)

ITEM NO. 330

Non-Incentive Rates for Unfinished Gasoline

[I] All rates in this item are increased.

DESTINATION	ORIGIN
	Mont Belvieu (Chambers Co., TX)
Chicago (Cook Co., IL)	[F1] 233.90
Griffin (Posey Co., IN)	261.56
Griffith (Lake Co., IN)	[F1] 233.90
Princeton (Gibson Co., IN)	[F2] 235.27

VOLUME INCENTIVE, NON-INCENTIVE AND PRIORITY SERVICE RATES (In Cents-per-bbl.)

ITEM NO. 340

Incentive, Non-Incentive, and Priority Service Rates for Diluent

[I] All rates in this item are increased.

DESTINATIONS	ORIGIN		
	Mont Belvieu (Chambers Co., TX)	RATE TYPES	TERMS AND CONDITIONS
Kankakee, (Kankakee Co., IL) (Cochin Pipeline) & Manhattan (Will Co., IL) (Southern Lights Pipeline)	224.97	Incentive Rate	<p>For Contract Shippers committing a Minimum Volume of at least ten thousand (10,000) Barrels per day for ten years. The Incentive Rate shall be subject to the annual indexing as provided for in the Agreement.</p> <p>The Incentive Rate in this Item No. 340, and any supplement and successive issues thereof, will apply to shipments of the committed volume of Diluent of any Contract Shipper.</p> <p>If the volume of Product tendered by a Contract Shipper in any month is less than the Minimum Volume for any reason not excused under the Contract Shipper's Agreement, Contract Shipper will pay a shortfall payment to Carrier in accordance with the Agreement. Any shortfall payment will not bear interest, but will be credited against the transportation charges for Diluent in excess of the Minimum Volume tendered by Contract Shipper at the origin point selected in its Agreement within twelve (12) months after the shortfall payment was made.</p>
	233.90	Non-Incentive Rate	<p>The Non-Incentive Rate in this Item No. 340, and any supplement and successive issues thereof, will apply in lieu of the Incentive Rates in this Item No.340, to any volumes nominated by a Contract Shipper in excess of its Minimum Volume (other than the excess volumes described in the third paragraph above), or that are not eligible for the Incentive Agreement under the terms of the Contract Shipper's Agreement, or that are nominated from an origin point to a destination point not selected in the Contract Shipper's Agreement. The Non-Incentive Rate in this Item No. 340 shall also apply to all shippers of Diluent who are not Contract Shippers.</p>
	234.90	Priority Service Rate	<p>Priority Service Rates in this Item No. 340, and any supplement and successive issues thereof, will apply, in lieu of the Incentive Rates in this Item No. 340, to nominations of a Contract Shipper's Minimum Volume if the Contract Shipper elects to receive Priority Service under the proration policy for the pipeline during any period when the pipeline is in prorationing. The Priority Service Rate shall be one (1) cent higher than the then-effective Non-Incentive Rate.</p>

COMMITTED AND PRIORITY SERVICE RATES (In Cents-per-bbl.)

ITEM NO. 350

Committed and Priority Service Rates for Motor Fuels and ULSD

[U] All rates in this item are unchanged.

DESTINATIONS	ORIGIN		
	Clermont (Hendricks Co., IN)	RATE TYPES	TERMS AND CONDITIONS
Griffith (Lake Co., IN)	140.82	Committed Rate	<p>For Contract Shippers committing a Minimum Volume of at least twenty thousand (20,000) Barrels per day on a monthly basis during the term of the Agreement, subject to annual escalation provided therein.</p> <p>If the volume of Product tendered by a Contract Shipper in any month is less than the monthly Minimum Volume for any reason not excused under the Contract Shipper's Agreement, Contract Shipper will pay a deficiency payment to Carrier in accordance with the Agreement. Any deficiency payment will not bear interest, but will be credited against the transportation charges for Motor Fuel and ULSD in excess of the monthly Minimum Volume tendered by Contract Shipper pursuant to the Agreement during the nine (9) months period immediately following the month during which the deficiency occurred.</p>
	144.43	Priority Service Rate	<p>For Contract Shippers who elect to receive Priority Service, pursuant to the Agreement, during any period when the pipeline is in prorationing, in accordance with Carrier's proration policy referenced in Item No. 95. The Priority Service Rate shall be one (1) cent higher than the then-effective Non-Incentive Rate set forth in Item No. 200.</p>

ROUTE DIRECTORY

Rates in tariff apply via all routes made by use of Carrier's lines and via use of CPL lines from Hebert (Beaumont - Port Arthur) and Houston (Pasadena), Texas to Beaumont, Texas.

* Hebert and Houston, Texas are CPL origins.

EXPLANATION OF ABBREVIATIONS

API	American Petroleum Institute
API Gravity	Gravity determined in accordance with ASTM Designation D287-67 and revisions thereof.
ASTM	American Society for Testing and Materials.
ASTM Color	Color determined by the ASTM (color of petroleum products Method ASTM Designated D1500-68 and D156-68 and revisions thereof).
Bbl.	Barrel
CFR	Code of Federal Regulations
CPL	Colonial Pipeline Company
Co.	County
F	Fahrenheit
FERC	Federal Energy Regulatory Commission
No.	Number
psia	Pounds per square inch absolute
&	And
¢	Cents
°	Degrees
\$	Dollars
%	Percent
§	Section

EXPLANATION OF REFERENCE MARKS

(1)	Denotes CPL origin.
(2)	Carrier's pipeline between Shreveport, Louisiana and El Dorado, Arkansas will generally accommodate eastbound shipments. Tenders for westbound shipments of Petroleum Products from El Dorado, Arkansas to Shreveport, Louisiana will only be accepted once all tenders have been accepted for the eastbound shipments.
(3)	North Port Arthur origin is the interconnect between Enterprise Refined Products Company LLC's North Port Arthur storage facility and Enterprise TE.
[F1]	Section Four rates, fourth section application dated March 14, 2003, effective April 14, 2003.
[F2]	Section Four rates, fourth section application dated May 14, 2010, effective June 14, 2010.
[F3]	Section Four rates, fourth section application dated March 21, 2011, effective April 1, 2011.
[F4]	Section Four rates, fourth section application dated March 16, 2012, effective April 16, 2012.
(P)	Rates for the applicable origin(s) or destination(s) are not market based. All other rates are market based.
[U]	Unchanged rate
[W]	Change in wording only
[C]	Cancel
[I]	Increased
