

# MID-AMERICA PIPELINE COMPANY, LLC

## Local Tariff

Containing

### RATES, RULES AND REGULATIONS

Applying on the Intrastate Transportation of

### ETHYLENE

Transported by Pipeline

From and To Points Named Herein

Between Plants Within Illinois

The rates in this tariff are expressed in dollars per pound and are subject to change as provided by Law,  
also to Rules and Regulations published hereto and revisions hereof.

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

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**EFFECTIVE: JULY 1, 2020**

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#### ISSUED AND COMPILED BY:

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## GENERAL APPLICATION OF TARIFF

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### ITEM 5 DEFINITIONS

Calendar Week - shall mean the one hundred sixty-eight (168) hours between 7:00 A.M. Monday and 7:00 A.M. the following Monday.

Carrier - shall mean Mid-America Pipeline Company, LLC (MAPL).

Day - shall mean the twenty-four hours between 7:00 A.M. and 7:00 A.M. the following Day.

Product – shall mean Ethylene, or any Interface generated by the movement of such Products as appropriate, meeting Deliverability Requirements defined herein.

Shipper - shall mean any party who gives notice to transport Product under the provisions outlined in this tariff.

### ITEM 10 SCHEDULING OF RECEIPT

Shippers desiring to originate Product shall furnish a nomination no later than the 15<sup>th</sup> day of the preceding month in which Shipper desires transportation.

A nomination shall specify the origins and destinations of the Product offered to Carrier. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to Items contained herein, at such time and in such quantity as scheduled by Carrier.

Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market.

### ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS AND TESTING

Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's Product specifications (available on request) or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product 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.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications or which is not good merchantable Product as set forth above, Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shippers sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional **[U]104** cents per Barrel penalty charge.

### ITEM 25 APPLICATION OF RATES

Product transported under the Rates, Rules and Regulations of this tariff shall be subject to the Rates in effect on the date such Product is received for transportation by the Carrier, subject to Items contained herein. Carrier will bill Shipper for transportation charges and all other lawful charges accruing on Product accepted for transportation on a weekly basis after transportation service is performed at the rates published herein. Shipper will have made full payment for all invoiced charges within fifteen (15) days of date of invoice, subject to Item 60.

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is delivered to destination. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

### **ITEM 30 ORIGIN AND DESTINATION FACILITIES**

Carrier shall accept product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

Product shall be accepted by Carrier only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline and delivery of Product from Carrier's pipeline and delivery of Product from Carrier's pipeline at pressures and pumping rates required by Carrier.

### **ITEM 35 TESTING**

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's pipeline. Carrier may 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.

### **ITEM 40 MEASUREMENT**

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery. Observed volumes of Purity Product at operating pressures and temperatures shall be corrected to net volume at 60°F and equilibrium vapor pressure.

Observed volumes of Mixed Product shall be corrected to net component volumes at 60°F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.

### **ITEM 45 IDENTITY OF SHIPMENTS**

Carrier may commingle mixtures received from the origins shown herein. Carrier reserves the right at any time to substitute and deliver Product of the same specification as the Product shipped.

### **ITEM 47 VOLUME GAINS AND LOSSES**

Carrier will calculate losses or gains monthly and apportion the said loss or gain to each Shipper proportionately to the Shipper's deliveries from the pipeline divided by the total deliveries from the pipeline. Net cumulative loss/gain position for Shipper will not exceed .6% of cumulative pipeline deliveries.

### **ITEM 50 RECONSIGNMENT**

Subject to these rules and regulations and to the rate applicable from origin to final destination, and on notice to Carrier, Shipper may re consign to another destination on Carrier's pipeline any shipment of Product or portion thereof at a rate of [U]\$.10 per re-consigned barrel. Shipper may be required to accept delivery of Product delivered beyond a reconsignment point.

## **ITEM 55 DEMURRAGE**

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges and costs associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier. Shipper shall indemnify and hold Carrier harmless from any loss sustained by Carrier by reason of Shipper's inability to take delivery of unremoved Product, including any Interface, out of the pipeline. In addition to the foregoing remedies:

- (1) in the event pipeline flow rates are reduced due to Shipper's inability to take delivery of Product, Shipper shall pay an hourly demurrage penalty equal to the product of a) the current tariff rate from the affected pipeline segment origin to the furthest destination on such segment and b) the pipeline hourly flow capacity and c) the number of hours that Shipper's Product remains in the pipeline; or
- (2) in the event pipeline flow rates are not reduced due to Shipper's inability to take delivery of Product, Shipper shall pay a daily demurrage charge on each undelivered Barrel equal to the product of a) the then-current Conway daily over storage rate in effect as part of MAPL's non-jurisdictional storage program and b) the number of Days Shipper's Product remains in the pipeline.

## **ITEM 60 PAYMENT OF CARRIER CHARGES, LIEN FOR UNPAID CHARGES AND FINANCIAL ASSURANCES**

The Shipper shall pay all charges as provided for in this tariff or otherwise lawfully due to Carrier, and, if required by Carrier, shall pay the same before acceptance or delivery by Carrier of Shipper's Product.

Carrier will invoice Shipper for charges or other lawfully due amounts on a weekly basis unless otherwise specified in a TSA or where operational issues make billing on a weekly basis impractical. Shipper shall pay all invoiced amounts within ten (10) days of the date of invoice from Carrier. If any amounts owed by Shipper are not paid by the due date of Carrier's invoice, Carrier shall have the right to assess an interest charge on the entire past due balance until paid in full at the rate equal to the lesser of (i) 18% per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law. Carrier may require that all payments to Carrier be sent by wire transfer in accordance with the instructions on Carrier's invoice to Shipper.

Carrier shall have a lien upon all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Obligations (as defined below): (a) all product of Shipper in the possession of Carrier or its agents including linefill; (b) all of Shipper's prepayments, deposits, balances and credits with, and any of its claims against, Carrier, at any time existing; and (c) all proceeds of any of the foregoing property in any form (collectively, "Collateral"). The foregoing lien and Collateral secures all of the following obligations of Shipper (collectively, the "Obligations"): (i) any and all charges owed to Carrier by Shipper under this tariff or otherwise lawfully due to Carrier, including penalties, interest, and late payment charges; (ii) the reimbursement of any costs or amounts Carrier may advance, spend or incur for the storage, preservation, removal or sale of the Collateral or otherwise to enforce the lien or these Obligations; and (iii) all amounts owed under any modifications, renewals, or extensions of any such Obligations. The lien provided in this tariff is in addition to any lien or security interest provided by applicable law and any and all other rights and remedies Carrier may have at law or in equity. If any amounts accruing and owed to Carrier remain unpaid ten (10) days after written notice and demand therefor, then Carrier or its agent shall have the right, in addition to and not in

limitation of its other rights and remedies, to sell any or all of the Collateral at public auction, on any day not a legal holiday. The date for the sale shall be at least forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and a description and the location of the Collateral to be sold. At such sale, Carrier or any of its Affiliates shall have the right to bid, and if the highest bidder, to become the purchaser. Carrier shall apply the proceeds of any such sale to the payment of Obligations accruing or due to Carrier and to the reimbursement of expenses associated with the sale of the Collateral, and the balance remaining, if any, shall be paid to or held for whomsoever may be lawfully entitled thereto. Carrier may, with or without notice to Shipper, appoint agent(s) to retain possession of Shipper's Product on behalf of Carrier for the purpose of enforcing this security interest, lien and assignment. Carrier shall have the right to file all such documents as it deems appropriate in order to perfect or maintain the perfection of the security interest, lien and assignment granted herein and Shipper shall cooperate and execute all such documents as may be reasonably requested by Carrier.

If Shipper fails to satisfy when due any Obligations to Carrier, then Carrier shall have the right, until all such Obligations, including interest thereon, are paid in full to: (i) refuse to provide Shipper access to Carrier's facilities or provide transportation services for Shipper's Product; (ii) set-off (including by set-off, offset, recoupment, combination of accounts, deduction, retention, or counterclaim) any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of Shipper's Affiliates under this tariff, any contract, or against any Product of Shipper in the custody of Carrier or its agents; and (iii) exercise any other rights or remedies under this tariff, any contract with Shipper or under applicable law or in equity, provided

that Carrier will only exercise its right to refuse to provide Shipper access to Carrier's facilities or provide transportation services if Shipper has not provided Financial Assurances to Carrier sufficient in Carrier's reasonable discretion to satisfy the Obligations, provided further, notwithstanding any such Financial Assurances, if such Obligations have remained unsatisfied for sixty (60) days past the date due, even if Shipper has provided Financial Assurances, Carrier shall have the right to refuse Shipper access to Carrier's facilities or provide transportation services for Shipper's Product until such Obligations have been satisfied. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid Obligations, including reasonable attorney fees and costs incurred by Carrier.

At any time, upon the reasonable request of Carrier, any prospective or existing Shipper shall provide information to Carrier that will allow Carrier to determine the prospective or existing Shipper's capacity to perform any Obligations that could arise under the terms of this tariff or a TSA. Carrier shall not be obligated to accept Product for transportation from or to provide access to Carrier's facilities to an existing or prospective Shipper if Shipper or prospective Shipper fails to provide the requested information to Carrier within ten (10) days of Carrier's written request, or if Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform the Obligations and such Shipper fails to provide Financial Assurances requested by Carrier.

In the event Carrier determines that:

- (1) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
- (2) any financial assurances ("Financial Assurances") previously provided by a Shipper no longer provide adequate security for the performance of such Shipper's Obligations; or
- (3) Carrier otherwise determines that it is necessary to obtain additional Financial Assurances from Shipper;

then Carrier, upon notice to Shipper, may require one or more of the following Financial Assurances for the payment of the Obligations, to be provided at the expense of Shipper:

- (1) prepayment (which will be held by Carrier without interest accruing thereon) in an amount and in a form satisfactory to Carrier;
- (2) a standby irrevocable letter of credit in favor of Carrier in an amount and in a form satisfactory to Carrier and issued by a financial institution acceptable to Carrier;
- (3) a guaranty in an amount and in a form satisfactory to Carrier and provided by a guarantor acceptable to Carrier; or other enforceable collateral security or credit support, in form and substance acceptable to Carrier.

#### **ITEM 65 ACCEPTANCE FREE FROM LIENS AND CHARGES**

Carrier may refuse any shipment for transportation which may be encumbered by a lien or charge of any kind, or which may be involved in litigation, or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

#### **ITEM 70 LIABILITY OF CARRIER**

Carrier shall not be liable for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of Consignor or Consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and Consignee showing the apportionment of any such loss.

The Carrier operates under this tariff solely as a provider of transportation, storage, and terminaling services and not as an owner, manufacturer, or seller of the product transported or stored hereunder, and the Carrier expressly disclaims any liability for any expressed or implied warranty for products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

#### **ITEM 75 CLAIMS-TIME FOR FILING**

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) months after delivery of the Product, or in the case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against Carrier shall be instituted only within two (2) years and one (1) day from the liable 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 are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable.

**ITEM 80 SCHEDULING OF DELIVERY**

When Shippers request delivery from the pipeline at a destination of a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

**ITEM 85 PIPEAGE CONTRACTS**

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

**ITEM 90 APPLICATION OF RATES FROM INTERMEDIATE POINTS**

For Product accepted for transportation from any point on Carrier's pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, the Carrier will apply, from such unnamed point the rate published herein from the next more distant point specified in the tariff.

**ITEM 95 APPLICATION OF RATES TO INTERMEDIATE POINTS**

For product accepted for transportation to any point on Carrier's pipeline named in this tariff, which is intermediate to a point to which rates are published herein through such unnamed point, the Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff.

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**RATES**  
(In dollars per pound)

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**ITEM 210 GENERAL COMMODITY RATES**

ORIGIN	DESTINATION	RATE
Morris	Tuscola Equistar	[I] 0.044053

**ABBREVIATIONS AND REFERENCE MARKS**

- GPA Gas Processors Association
- ILCC Illinois Commerce Commission
- MAPL Mid-America Pipeline Company, LLC
- No. Number
- ST U.S. Postal Two-Letter State Abbreviations
- [I] Increase
- [U] Unchanged rate