

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

Local Pipeline Tariff

Containing

RATES, RULES AND REGULATIONS

For the ATEX Pipeline

Applying on the Interstate Transportation of

ETHANE

Transported by Pipeline

From and To Points Named Herein

Issued under the authority of 18 C.F.R. § 342.3 – Indexing.

The rates in this tariff are expressed in dollars per barrel of 42 U.S. Gallons and are subject to change as provided by law, also to the Rules and Regulations published herein, supplements 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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RULES AND REGULATIONS

ITEM NO. 5

DEFINITIONS

For the purposes of these Rules and Regulations, the following definitions shall apply; in the event of any inconsistency with the definitions in the Agreement, the latter shall apply:

“Agreement” shall mean an agreement, including a TSA, executed by Carrier and Shipper, which provides for transportation services subject to the terms of this tariff.

“Barrel” shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

“Carrier” shall mean Enterprise TE Products Pipeline Company LLC.

“Contract Shipper” shall mean a Shipper that is a party to a TSA.

“Contract Volume” shall mean the daily maximum volume of Product specified by Contract Shipper to ship on the pipeline pursuant to the TSA.

“Customer Information Solution” (CIS) shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier’s pipelines and facilities.

“Day” shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.

"Ethane" means and is limited to the liquid hydrocarbon product meeting the acceptance specifications prescribed in Item No. 75.

“Month” shall mean 7:00 a.m. of the first day of a calendar month to 7:00 a.m. on the first day of the following calendar month.

“Nomination” or “Nominate” shall mean an offer by a Shipper to a Carrier of a stated quantity of Product for transportation from a specified origin(s) to a specified destination or destinations pursuant to the terms of this tariff.

“Product” shall mean Ethane meeting specifications issued by Carrier as may be amended or supplemented by Carrier from time to time.

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

“TSA” shall mean Transportation Service Agreement executed by a Shipper and Carrier during a qualifying open season period.

ITEM NO. 10 ACCEPTANCE FREE FROM LIENS AND CHARGES

Carrier may refuse, on a non-discriminatory basis, 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, unless Shipper provides satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect such Carrier against any or all loss

ITEM NO. 15 APPLICATION OF RATES

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is received at origin. Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted or deficiency charges if any on Product not tendered for transportation in accordance with the Agreement and Carrier's then current payment policies and procedures, and at the rates set forth in the Agreement.

ITEM NO. 20 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. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM NO. 25 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. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM NO. 28 BI-DIRECTIONAL MOVEMENTS

Carrier's pipeline between Houston, Pennsylvania and Mont Belvieu, Texas will generally accommodate only southbound movements. Nominations for shipments of Ethane from Mont Belvieu, Texas to any destination north of Mont Belvieu, Texas will be accepted, on a non-discriminatory basis by Carrier when, in Carrier's reasonable judgment, operating conditions will permit such northbound movements.

ITEM NO. 30 CLAIMS TIME FOR FILING

Notice of claims for loss or damage must be made in writing to the applicable 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 such Carrier shall be instituted only within two (2) years and one (1) day from the day when notice in writing is given by the 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 NO. 35**DEMURRAGE**

Shipper shall remove Product, or cause Product to be removed, from downstream 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 its facilities, and Shipper shall pay Carrier all reasonable charges 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, unless Shipper's failure to remove Product is caused by the actions of Carrier. Disposition of unremoved Product includes, but is not limited to, Carrier having the right to sell such Product to the first available purchaser at the best price obtainable; to use the proceeds thereof to pay pipeline transportation charges which shall be due as if delivery had been made; and to hold the balance of such proceeds for whomsoever may be entitled thereto.

ITEM NO. 40**IDENTITY OF SHIPMENTS**

Carrier may commingle Products received from the origins shown in corresponding rate tariffs. Carrier reserves the right at any time to substitute and deliver Product of the same specification as the Product shipped.

ITEM NO. 45**LIABILITY OF CARRIER**

Carrier shall not be liable to Shipper 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 such Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by the 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. The Carrier shall prepare and submit a statement to Shipper and consignee showing the apportionment of any such loss.

The Carrier operates under the Agreement and these Rules and Regulations solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and 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 NO. 50**MEASUREMENT**

Except as otherwise provided, Carrier shall not charge for metering Product upon receipt and delivery. Observed volumes of 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 NO. 55**MINIMUM SHIPMENT**

Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline at a

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 has contaminated the common fungible stream, rendering all or a portion of the fungible Product stream undeliverable, such Carrier reserves the right to treat or otherwise dispose of all contaminated Product in any reasonable commercial manner at Shipper's sole expense. On Product received by Carrier that does not meet product deliverability requirements, Carrier reserves the right to collect its actual treating and handling charges plus an additional penalty charge of [U] 100 cents per Barrel.

In addition to Shipper's obligation to deliver Product meeting Carrier's specifications, and Carrier's right to dispose of off-specification Products as provided for herein, Shipper shall pay any reasonable fees set forth by Carrier for the incident and shall indemnify, defend, reimburse, and hold Carrier harmless from and against all claims, penalties, losses, costs, expenses, liabilities or damages of any kind or nature whatsoever (including reasonable attorney's fees and court costs associated therewith) (collectively, "Losses"), whether the Losses be suffered by Carrier or any third party, arising out of or related to Shipper's delivery to Carrier of off-specification Product, including, without limitation, Losses to Carrier's property, the property of others (including other Shippers), or treating or blending fees.

ITEM NO. 80**PRORATION OF PIPELINE CAPACITY**

When there is offered to Carrier Product quantities greater than can be transported between origins and destinations, then Carrier shall accept and transport, during such period, only that portion of each good-faith offer to ship which Carrier shall determine to be equitable to all Shippers, having regard to the operating conditions of the pipeline system, as determined by Carrier, in accordance with the following allocation procedures:

- a. Ninety percent (90%) of the available capacity shall be allocated by Carrier, on a non-discriminatory basis, to Historical Shippers, defined as Contract Shippers and those Shippers (without regard to affiliates thereof) that have transported volumes during the historical period.
An individual Contract Shipper's entitlement shall be based on the greater of (1) the volume transported during an historical period or (2) Shipper's Contract Volume applicable to the allocation period, provided however that clause (1) shall only establish an allocation exceeding Shipper's Contract Volume to the extent such excess volume does not cause an allocation to another Contract Shipper that reduces such other Contract Shipper below its Contract Volume for the allocation period.
- b. The remaining ten (10%) of the available capacity shall be allocated on a pro rata basis to new Shippers. Any new Shipper shall not be allocated more than one percent (1%) of the available capacity. If the aggregate Nominated volumes by new Shippers are less than ten percent (10%) of the available capacity of the pipeline system, each new Shipper will be allocated its Nominated volume, subject to the foregoing limitation, and the remaining available capacity will be allocated to Historical Shippers. For the purposes of this Item No. 80, new Shippers are defined as those Shippers that are not Historical Shippers.
- c. During instances of allocation, a Shipper will be deemed to have submitted a revised Nomination volume equal to its allocation determined by Carrier in accordance with the procedures set forth above.

ITEM NO. 80**PRORATION OF PIPELINE CAPACITY (Continued)**

Allocation will be given as a daily or monthly volume, at Carrier's discretion, and will be calculated for the calendar month.

Allocation shall not be brokered or transferred. With agreement of the Shippers concerned, historical volume may be transferred under the following conditions.

No commercial transaction occurs between the participating shippers with regard to historical volumes.

The transfer is irrevocable.

The request to transfer must be the result of an unusual situation as may be reasonably determined by the Carrier.

ITEM NO. 85**SCHEDULING OF DELIVERY**

When Shippers request for delivery from the pipeline at destination, 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 NO. 90**SCHEDULING OF RECEIPT**

When Shipper desires to originate Product it shall furnish a nomination via CIS no later than the 15th calendar Day of the preceding Month in which Shipper desires transportation. A nomination shall specify the origins and destinations of the Product offered to Carriers. If Shipper does not furnish such nomination, Carriers will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to the Rules and Regulations 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 not be liable if it does not deliver Product by the time specified by Shipper.

ITEM NO. 95**STORAGE**

Subject to a merchant storage program offered separately to all Shippers on a non-discriminatory basis, Carrier does not hold itself out to provide storage of Shipper's Product at origin, destination, or intermediate points.

ITEM NO. 100**TRANSPORTATION INVENTORY**

Quantities of Product received into Carrier's custody for transportation to Shipper's nominated destination will constitute Shipper's transportation inventory prior to delivery. If Product cannot be accepted by the

nominated destination through no fault of the Carrier, undelivered quantities will be returned to Shipper's holding (storage) inventory.

ITEM NO. 105

ROUTE DIRECTORY

Rates in tariff apply via all routes made by use of the line of Carrier.

ITEM NO. 200	GENERAL COMMODITY RATES ⁽¹⁾ (Rates in Dollars per Barrel of 42 U.S. Gallons each) [I] All rates in this section are increased.	
ORIGIN	DESTINATION	
	Mt. Belvieu (Chambers County), Texas	Calvert City (Marshall County), Kentucky
Houston (Washington County), Pennsylvania	10.6982	10.6982
Scio (Harrison County), Ohio	10.6982	10.6982
Mt. Belvieu (Chambers County), Texas	-	10.6982
Jewett (Harrison County), Ohio	10.6982	10.6982
Westland (Washington County), Pennsylvania	10.6982	10.6982

(1) Subject to Section 2.5 of the TSA, General Commodity Rates are also applicable to volume nominated by a Contract Shipper in excess of its Contract Volume.

ITEM NO. 300	CONTRACT RATES ⁽¹⁾ (Rates in Dollars per Barrel of 42 U.S. Gallons each) [I] All rates in this section are increased.		
ORIGIN	DESTINATION		
	Term ⁽²⁾ & Volume Commitment (Barrels per day)	Mt. Belvieu (Chambers County), Texas	Calvert City (Marshall County), Kentucky
Houston (Washington County), Pennsylvania	30,000, with ramp to 75,000	7.1136	7.1136
	20,000 and above	7.3695	7.3695
	3,000 to 19,999	7.8705	7.8705
Scio (Harrison County), Ohio	30,000, with ramp to 75,000	7.1136	7.1136
	20,000 and above	7.3695	7.3695
	3,000 to 19,999	7.8705	7.8705
Mt. Belvieu (Chambers County), Texas	30,000 with ramp to 75,000	-	7.1136
	20,000 and above	-	7.3695
	3,000 to 19,999	-	7.8705
Jewett (Harrison County), Ohio	30,000 with ramp to 75,000	7.1136	7.1136
	20,000 and above	7.3695	7.3695
	3,000 to 19,999	7.8705	7.8705
Westland (Washington County), Pennsylvania	30,000 with ramp to 75,000	7.1136	7.1136
	20,000 and above	7.3695	7.3695
	3,000 to 19,999	7.8705	7.8705

(1) Contract Rates are applicable only to Barrels transported from the Origin Point to the Destination Point of a Contract Shipper in accordance with the terms of the TSA.

(2) Term is a 15 year ship-or-pay obligation in accordance with the terms of the TSA, or term is a 10 year ship-or-pay obligation plus a 10 year dedication in accordance with the terms of the TSA.

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS

CFR	Code of Federal Regulations
FERC	Federal Energy Regulatory Commission
GPA	Gas Processors Association
No.	Number
§	Section
[I]	Increase
[U]	Unchanged Rate