

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

LOCAL TARIFF

NON-INCENTIVE RATE

CONTAINING RULES & REGULATIONS GOVERNING

THE TRANSPORTATION AND HANDLING OF

JET FUEL

TRANSPORTED BY PIPELINE

FROM LIMA, OHIO

TO CINCINNATI/NORTHERN KENTUCKY INTERNATIONAL AIRPORT

Issued under the authority of 18 CFR § 342.3- Indexing.

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

COMPILED AND ISSUED BY
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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

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").
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.
Month	Means a calendar month.
Jet Fuel	Refers to fungible Jet-A turbine fuel subject to Item No. 80 of this tariff.
Product(s)	When mentioned in this tariff, represents Jet Fuel.
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.
Tender Deductions	Refers to the deduction to delivered volumes as set forth in Item No. 55 of this tariff.

GENERAL RULES & REGULATIONS (Continued)

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.

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.

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.

GENERAL RULES & REGULATIONS (Continued)

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.

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.

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

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 60

Minimum Consignment

The minimum consignment of five thousand (5,000) Barrels of one Batch may be delivered to the destination

ITEM NO. 65

Minimum Shipment

The minimum quantity of Petroleum Products which will be accepted at the point of origin 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.

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.

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.

GENERAL RULES & REGULATIONS (Continued)

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 part 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. A copy of this document is 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 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.

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.

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 May 14, 2010. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 100

Reconsignment

If no out-of-line or back-haul movement is required, Shipper may, on forty-eight (48) 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. 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.

ITEM NO. 130

Tenders

Carrier shall not be obligated to accept tenders for transportation of Products during any Month unless the Shipper shall, on or before the fifth (5th) day of the preceding Month, notify the Carrier in the Transport 4 ® website (www.transport4.com) or any other form of communication reasonably requested by Shipper which can be accommodated by Carrier, of the quantity of such Product which it desires to deliver at origin.

Notwithstanding the preceding paragraph, if requested by Carrier, Shipper shall furnish Carrier with a schedule of the expected deliveries of Products at origin and withdrawals at destination, setting forth Shipper's best estimate of daily rate of deliveries and withdrawals, and dates on which such deliveries and withdrawals shall commence. Acceptance of such schedule shall not constitute an obligation on the part of Carrier to meet such schedule.

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.

RATES	
ITEM NO. 180	Destination
Origin	Cincinnati/Northern Kentucky International Airport (Kenton Co., KY)
	Jet Fuel
	Local Rates In Cents-Per-Bbl.
Lima (Allen Co., OH)	[I] 161.10

EXPLANATION OF ABBREVIATIONS & REFERENCE MARKS

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
Co.	County
F	Fahrenheit
FERC	Federal Energy Regulatory Commission
No.	Number
psia	Pounds per square inch absolute
&	And
¢	Cents
°	Degrees
\$	Dollars
%	Percent
§	Section
[I]	Increase
[U]	Unchanged Rate