

Texas Intrastate No. 132.3.0
(Cancels Texas Intrastate No. 132.2.0)

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

**LOCAL PIPELINE TARIFF
FOR
VOLUME INCENTIVE AND NON-INCENTIVE RATES**

Applying on the Transportation of

FUNGIBLE PETROLEUM PRODUCTS

Transported By Pipeline

FROM ORIGINS AT
**BEAUMONT, HEBERT, HOUSTON, NORTH PORT ARTHUR,
[C] ~~PORT-NECHES~~, RED BLUFF AND TEXAS CITY, TEXAS**

TO DESTINATIONS AT
**BAYTOWN, GALENA PARK, PASADENA, AND [W] ~~KINDER MORGAN (NORTH WITTER STREET)~~,
TEXAS**

RECEIVED
R.R.C. OF TEXAS

DEC 13 2016

GAS SERVICES DIVISION
AUSTIN, TEXAS

All rates published in this tariff are for the intrastate transportation of Petroleum Products through the pipelines of Enterprise TE Products Pipeline Company LLC ("Enterprise TE") within the State of Texas, being expressed in cents-per-barrel of 42 U.S. gallons each, are subject to change as may be provided by law and are governed, except as otherwise provided herein, by the General Rules & Regulations shown in Enterprise TE's Texas Intrastate Tariff No. [W] ~~122.1.0-122.2.0~~, by exceptions thereto, supplements thereto or successive issues thereof.

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

EFFECTIVE DECEMBER 13, 2016

COMPILED AND ISSUED BY:

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Operated by Enterprise Products Operating LLC, P5 No. 253368

Operated under T-4 Permit Nos. 00187, 03655, 04790

RATES

ITEM NO. 140	Destinations		
Origin	North Witter Street (IW) ChambersHarris Co., TX	Pasadena (Harris Co., TX)	Galena Park (Harris Co., TX)
Texas City (Galveston Co., TX)	<i>Volume Incentive Rate In Cents-per-bbl.</i>		
	[U] 19.34		

APPLICATION OF VOLUME INCENTIVE RATES

(Volume/Per [W] ~~Twelve~~(12)-Month Period for 10 Years)

- (1) Applies to Volumes shipped under this tariff in a [W] ~~Twelve~~ (12) Month Period beginning on the commencement date of the agreement between Shipper and Carrier ("Agreement"), and thereafter in each successive [W] ~~Twelve~~(12) Month Period for 10 years ("Agreement Term").
- (2) No Volumes for any [W] ~~Twelve~~(12)-Month Period shall be carried forward into a subsequent [W] ~~Twelve~~(12)-Month Period to satisfy the Annual Volume Commitment for the subsequent [W] ~~Twelve~~(12)-Month Period.
- (3) Annual Volume commitment shall be [W] ~~twenty million seventy five thousand~~ (20,075,000) Barrels from a mutually agreed upon Texas City, Texas refinery origin to the destinations ("Annual Volume Commitment"). The Annual Volume Commitment will pay a Deficiency Charge of [W] ~~nineteen and thirty four one hundredths cents~~ [U] 19.34~~cents~~ per Barrel on deficient Barrels. Deficient Barrels for the Annual Volume Commitment will be determined by subtracting the total Volume from a Texas City, Texas refinery origin transported [W] ~~thru~~ through Carrier's system to the destinations from the Annual Volume Commitment. Amounts paid as deficiency for the Annual Volume Commitment each [W] ~~Twelve~~(12) Month Period will be considered by Carrier as Prepaid Charges and will be credited to commitment Shipper at the rate of [W] ~~nineteen and thirty four one hundredths cents~~ [U] 19.34~~cents~~ per Barrel against transportation charges on Volumes that commitment Shipper may elect to ship from Texas City, Texas [W] ~~thru~~ through Carrier's system to the destinations. At the end of the Agreement Term any Prepaid Charges remaining credited to commitment Shipper shall not be reimbursable, except that, for a period not to exceed [W] ~~twelve~~ (12) months immediately following the Agreement Term, commitment Shipper has the right to use that credit of one half of the Prepaid Rate per Barrel against the transportation charges set forth above in this rate summary on product shipped by Shipper under Carrier's Texas City, Texas to the destinations tariff as long as any of the Prepaid Charges have not been utilized. Carrier, however, shall be under no obligation to reimburse Shipper for any such Prepaid Charges remaining at the expiration of [W] ~~twelve~~ (12) months following the Agreement Term.
- (4) If in any month a Shipper cannot ship the Volume it has nominated due to proration then that Shipper shall be credited in such month, for the purpose of qualifying for the incentive rates, with the lesser of (a) the number of Barrels nominated in such month by the Shipper or (b) the average of the number of Barrels shipped by the Shipper in the previous three [W] (3) months.
- (5) If a Shipper fails to ship Volumes in the [W] ~~Twelve~~(12) Month Period as a result of Enterprise TE's inability to provide service, then the Volumes under the "Application of Volume Incentive Rates" for the [W] ~~Twelve~~(12) Month Period shall be reduced prorata on a day-for-day basis for each day that [W] ~~Enterprise TE~~ Carrier was unable to provide service.
- (6) 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 also known as "Transmix". As soon as operationally feasible, Carrier shall sell Shipper's Transmix and remit to Shipper the proceeds actually received by Carrier, less all out-of-pocket costs or fees incurred by Carrier in connection with such sale and less a fee of [U] \$0.05 per gallon.

RATES

[U] All rates in this section are unchanged unless otherwise indicated.

ITEM NO. 150	Destinations			
Origins	Baytown (Harris Co., TX)	[W] Kinder Morgan (North Witter Street) (Harris Co., TX)	[W] Shell Colex Pasadena (Harris Co., TX)	[W] Magellan Galena Park (Harris Co., TX)
<i>Non-Incentive Rate In Cents-per-bbl.</i>				
Beaumont [W] ⊕② (Jefferson Co., TX)	64.0	64.0	64.0	64.0
Hebert (Beaumont-Port Arthur) ①② (Jefferson Co., TX)	84.0	84.0	84.0	84.0
Houston (Pasadena) ①② (Harris Co., TX)	84.0	84.0	84.0	84.0
North Port Arthur [C] ⊕② (Jefferson Co., TX)	76.0	76.0	76.0	76.0
[C] Port Neches ⊕ (Jefferson Co., TX)	[C]	[C]	[C]	[C]
Red Bluff (Harris Co., TX)	25.0	--	--	--
Texas City (Galveston Co., TX)	25.0	25.0	25.0	25.0

Explanation of Reference Marks

[W] ⊕ ①	Denotes CPL origin.
[W] ⊕ ②	Receipt of Product at the origin is conditioned and dependent on the terms set forth in Item No. 40 in Enterprise TE's Texas Intrastate No. [W] 122.1.0-122.2.0.
[C]	Cancel.
[N]	New.
[U]	Unchanged.
[W]	Change in wording only.