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Gas Services Department
Railroad Commission of Texas

Texas Intrastate No. 130.7.0 (Cancels Texas Intrastate No. 130.6.0)

[N]CANCELLATION NOTICE

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

[C]LOCAL PIPELINE TARIFF
FOR
NON - INCENTIVE AND VOLUME INCENTIVE RATES

Applying on the Transportation of

BLENDED PRODUCT
BUTANE
NAPHTHA
NATURAL GASOLINE
AND
RAFFINATE

TRANSPORTED BY PIPELINE

FROM AND TO POINTS NAMED HEREIN

[N]<u>Effective May 28, 2020, this tariff has been adopted by Southeast Texas Pipelines LLC ("STP") and is hereby</u> cancelled. For further rules, rates and routing, please refer to STP's Texas Intrastate No. P89 1.0.

[C]All rates published in this Tariff are for the intrastate transportation of Products through the pipelines of Enterprise TE Products Pipeline Company LLC ("Enterprise TE") within the State of Texas, being expressed in cents per pounds, are subject to change as may be provided by law and are governed by the provisions found under the General Rules & Regulations herein.

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

[C]Operated by Enterprise Products Operating LLC, (P5#253368) Under T-4 Permit Numbers 00187, 03655, 04783, 04790 and 05746.

EFFECTIVE May 28, 2021

COMPILED AND ISSUED BY

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[C]GENERAL RULES & REGULATIONS

The General Rules and Regulations published herein apply in their entirety to the services covered by this tariff (i.e., to the transportation and handling of Products between the origins and destinations named herein).

ITEM NO. 5

A List of Definitions

Agreement Refers to the transportation agreement between Shipper and Carrier.

Agreement Period Refers to the period beginning on the Commencement Date or any anniversary

thereof and ending 365 or, if applicable, 366 days later.

Agreement Term Refers to twenty (20) consecutive Agreement Periods.

Barrels Refers to 42 United States standard gallons at 60 degrees Fahrenheit.

Blended Product Refers to (i) Butane, Natural Gasoline, Naphtha or Raffinate falling within

specifications referenced in Item No. 45 of this tariff and are blended together pursuant to Item No. 15 of this Tariff or (ii) a type of Butane, Natural Gasoline, Naphtha or Raffinate not falling within specifications referenced in Item No. 45 of this tariff that has been accepted by Carrier for Shipment and are blended together

pursuant to Item No. 15 of this tariff.

Butane Refers to fungible butanes falling within the specifications referenced in Item No. 45.

Carrier Enterprise TE Products Pipeline Company LLC.

Commencement Date

The date established pursuant to the Agreement.

Commercially Reasonable Efforts
Commercially good faith efforts under the circumstances without any requirements

that any Party be required to be obligated (a) pay any penalty, premium or undue consideration to obtain any waiver, consent approval or election, (b) to modify its rights or obligations under any existing agreement, lease or other contract, or (c) to

violate any applicable law.

Commitment Shipper(s) The Party or Parties who enter(s) into an Agreement with Carrier for the

transportation of Product under the terms and conditions of this tariff.

Consignee(s) The Party or Parties to whom a Shipper has ordered the delivery of Product.

Deficiency Charge Charges assessed against Commitment Shipper resulting from the Commitment

Shipper not satisfying the applicable Minimum Monthly Guaranteed Volume as set forth in Item No. 10 of this Tariff pursuant to the terms and conditions of the

Agreement.

Deficiency Rate Refers to the amount equal to [I] twelve and forty four one hundredths cents

([I] 12.42 <u>12.44</u>¢) per Barrel.

Deficient or Deficiency Volume Refers to the Volume difference in Barrels between the applicable Minimum

Monthly Guaranteed Volume for a Month and the Volume of Product actually shipped by Commitment Shipper(s) and Non Commitment Shipper(s) during such Month, provided such actual Volume is less than the Minimum Monthly Guaranteed

Volume.

Delivery MonthRefers to a specific Month in an Agreement Period.

Excess Product Volume(s) Refers to the total Volume of Product that Carrier transports for Commitment

Shipper(s) and Non Commitment Shipper(s) from an origin to a destination during a Month that is in excess of that Month's Minimum Monthly Guaranteed Volume.

Incentive Rate Represents the rate in Item No. 60 volume incentive rates.

Minimum Monthly Guaranteed

Volume

Represents two million, four hundred thirty three thousand, three hundred thirty four (2,433,334) Barrels of Product that Commitment Shipper, subject to the terms of the Agreement, agrees to ship each Month through Carrier's pipeline and associated

facilities under this tariff or any of Carrier's other tariffs and rate sheets.

Month Represents the period beginning at 12:00 a.m. (midnight) local Houston, Texas time

on the first day of a calendar month and ending 12:00 a.m. (midnight) local

Houston, Texas time on the last day of the same calendar month.

Naphtha Refers to naphtha that meets certain quality and safety requirements for this type of

product to be agreed upon between the Parties prior to Shipment.

Natural Gasoline Refers to fungible natural gasoline falling within the specifications referenced in

Item No. 45.

Non-Commitment Shipper(s)

The Party or Parties who transport Product under this tariff who have not entered

into an Agreement.

Other Products Shall mean Naphtha and Raffinate.

Party or Parties Shall mean Carrier, Shipper or Consignee, as applicable.

Product(s) Refers to (i) Butane, Natural Gasoline, Naphtha or Raffinate falling within

specifications referenced in Item No. 45 of this tariff or (ii) a type of Butane, Natural Gasoline, Naphtha or Raffinate not falling within specifications referenced in Item No. 45 of this tariff that has been accepted by Carrier for Shipment and

(iii) Blended Product.

Refers to raffinate that meets certain quality and safety requirements for this type of

product to be agreed upon between the Parties prior to Shipment.

Shipment(s)Represents the transportation of Product under the terms and conditions of this tariff.

Shipper(s) Includes Commitment Shipper(s) and Non Commitment Shipper(s).

Enterprise TE Fungible

Specifications

Shall have the meaning as set forth in Item No. 45.

Transportation Charge(s) Refers to collectively and individually the volume incentive and non-incentive rates.

Volume Represents the aggregate quantity of Product transported or caused to be transported

for a Shipper pursuant to the terms of this tariff.

ITEM NO. 10

Application of Volume Incentive Program

Rates set forth in Item No. 60 of this tariff and successive issues thereof will apply to Shipments of any Commitment Shipper who enters into an Agreement, provided that, during the Term of the Agreement, such Commitment Shipper shall comply with the following:

- (a) Commitment Shipper shall ship or cause to be shipped during each Month over the pipeline from the origins to the destination the Minimum Monthly Guaranteed Volume of Product. If the Volume of Product shipped by Commitment Shipper during a Month is less than the applicable Minimum Monthly Guaranteed Volume, Commitment Shipper shall pay to Carrier within thirty (30) days after the end of the Month a Deficiency Charge amount equal to the Deficient Volume times the Deficiency Rate.
- (b) If Commitment Shipper has a Deficiency Volume obligation for a Delivery Month, all unused Excess Product Volumes outstanding from previous months, pursuant to paragraph (c), below, shall be subtracted from the Deficiency Volume for such Delivery Month prior to calculating the Deficiency Charge for that Delivery Month.
- (c) If Commitment Shipper does not have a Deficiency Volume for a Delivery Month or there is more Excess Product Volumes than Commitment Shippers' Deficiency Volume for such Month, then any unused Excess Product Volume for such Month shall be subtracted from any Deficiency Volume that may occur in any future Month.
- (d) Any Deficiency Charges paid by Commitment Shippers shall not be subject to any form of reimbursement; provided, however, that all or any portion of any Deficiency Charges that are a result of an accounting error or other mistake shall be subject to reimbursement.

ITEM NO. 12

Blending Indemnification

Carrier shall not have any liability to Shipper for any damages caused by or in any way pertaining to the blending of Product, including, but not limited to, damages relating to the quality of Product, loss of Product, merchantability or fitness of purpose, including the fitness of the Blended Product for a particular use, except to the extent such damage is caused by gross negligence or willful misconduct of Carrier. THUS, SHIPPER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS CARRIER FROM ANY CLAIM OR LOSS RESULTING IN ANY WAY FROM THE BLENDING OF PRODUCT, THE BLENDING RATIO OF THE BLENDED PRODUCT OR THE RECEIPT OF BLENDED PRODUCT INCLUDING ANY LOSS OR CLAIM DUE TO THE NEGLIGENCE ON THE PART OF THE CARRIER RELATED TO SUCH BLENDING OR SHIPMENTS OF BLENDED PRODUCT; except to the extent of the gross negligence or willful misconduct of the Carrier. It is the intention of the Parties that Shipper's indemnity of Carrier herein shall relieve Carrier of the consequences of Carrier's ordinary negligence.

Carrier will not be responsible for any shortages of Blended Product as measured by the inventory control meter when compared to the combined readings of the other meters except to the extent that any such shortage is due to the gross negligence or willful misconduct of Carrier, and Shipper acknowledges that Carrier shall not be responsible for such shortages caused by carrier's ordinary negligence.

ITEM NO. 15

Blending of Product

On Shipper's request, Carrier shall blend Products to a desired ratio of Natural Gasoline and Butane, or Butane and Other Products, as the case may be, based solely on desired flow rates of Natural Gasoline, Butane, and Other Products from origin point(s) at Mont Belvieu, Texas. Shipper shall communicate a Product nomination to all Parties not less than five (5) business days prior to any scheduled movement of Product. Requested Butane flow rates will be between the minimum rate of 15,000 Barrels per day and the maximum rate of 35,000 Barrels per day. The blending ratio shall be controlled, to the extent possible, by Product flow rates. Carrier shall use Commercially Reasonable Efforts to meet the requested blending ratio. However, Carrier shall not be responsible or liable in any way whatsoever to Shipper for any deviations or differences in the requested blending ratio and the actual blending ratios except to the extent caused by or arising from the gross negligence or willful misconduct of Carrier.

ITEM NO. 17

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. 20

Loss of Product

In the event of any physical loss of or damage to the Product while being transported hereunder by Carrier, other than losses due to measurement inaccuracies or deviations, Carrier shall be responsible for such physical loss of or damage to the Product and shall reimburse Shipper or replace such Product as set forth below. Carrier shall, as soon as practicable upon discovery, notify Shipper of the Product loss or damage.

If the Product lost or damaged is Natural Gasoline, Carrier shall at its sole option, either (i) make appropriate reimbursement for the Product lost or damaged based on the most recent published United States current spot price average for Natural Gasoline at Mont Belvieu, Texas posted in the Platt's Oilgram Price Report on the date of the loss or damage the most recent published spot average price prior to such date of loss or damage if there is no publication of Platt's Oilgram Price Report on the date the loss or damage occurred; or ii) replace such Product in kind.

If the Product lost or damaged is Butanes, Carrier shall, at its sole option, either (i) make appropriate reimbursement for the Product lost or damaged based on the most recent Platt's Oilgram Price Report average spot price for Butanes posted in the Platt's Oilgram Price Report on the date of the loss or the most recent published average price prior to such date of loss if there is no publication of Platt's Oilgram Price Report on the date the loss occurred, or (ii) replace such Product in kind, but only if Carrier is the party responsible for the loss.

If the Product lost is Other Products, Carrier shall, at its sole option, either (i) make appropriate reimbursement for Other Product lost at (a) if Naphtha, the most recent United States Gulf Coast Waterborne average spot price for Naphtha posted in the Platt's Oilgram Price Report, prior to the date of the loss or damage or (b) if Raffinate, Shipper's then current average inventory cost of Raffinate at Port Arthur, Texas which average inventory cost shall be furnished to Carrier by Shipper and shall be based on and determined pursuant to generally accepted accounting principles consistently applied and subject to verification through audit by Carrier, or (ii) replace such Other Product in kind.

-If the Product lost is Blended Product, Carrier shall reimburse Shipper based on the Blend Ratio requested by Shipper for such lost Blended Product and the applicable spot prices for the Blended Product constituents, Natural Gasoline or Other Products and Butanes as provided above and as applicable.

Title to any damaged Product for which Carrier has reimbursed Shipper or which is replaced by Carrier shall pass to Carrier. Carrier will not be responsible for any volumetric shrinkage resulting from blending light hydrocarbon into heavier hydrocarbon, in accordance with the API Manual of Petroleum Measurement Standards, Section 12.3, or any superseding standard.

The aforesaid adjustment for lost Product or the replacement of such lost Product, as the case may be, shall be made by Carrier not more than ten (10) calendar days following the date Carrier becomes aware that such loss or damage occurred.

NOTWITHSTANDING ANYTHING IN THIS TARIFF TO THE CONTRARY, THE AFORESAID ADJUSTMENT FOR THE LOSS OF OR DAMAGE TO PRODUCT OR THE REPLACEMENT OF SUCH LOST OR DAMAGED PRODUCT SHALL BE SHIPPER'S AND CONSIGNEE'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM BASED ON THE LOSS OF OR DAMAGE TO PRODUCT WHILE BEING TRANSPORTED BY CARRIER.

Losses due to measurement inaccuracies shall be allocated amongst Shippers and Consignees on an equitable basis.

ITEM NO. 25

Measurement and Inspection

The Volume of Product received at the Mont Belvieu and Port Arthur, Texas origins will be measured by meters and sampled at the respective location. Shipper, at its sole risk and expense, may have a representative witness all measurement and sampling at the origins or at the destinations. Any additional testing or sampling requested by Shipper shall be done by Carrier, and all costs and expenses associated with such shall be reimbursed to Carrier by Shipper.

ITEM NO. 35

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 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 the 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 pipeline 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. 40

Place of Receipt and Delivery

Shipments will be accepted for transportation hereunder only when Shipper or its Consignees has provided facilities, satisfactory to Carrier, capable of delivering Products at the origins without delay, at pressures and at volumetric flow levels required by Carrier.

Shipments will be accepted for transportation hereunder only when Shipper or its Consignees has provided facilities, satisfactory to Carrier, at destinations capable of receiving such Shipments without delay, at pressures and at volumetric flow levels required by Carrier.

ITEM NO. 43

Product Indemnification

Shipper(s) and Consignee(s) have the right to reject any Product tendered by Enterprise TE for delivery to Shipper or Consignee that Shipper or Consignee believes fails to meet the product specifications.

SHIPPER(S) SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS ENTERPRISE TE FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES AND DAMAGES TO SHIPPER(S) AND CONSIGNEE(S), ENTERPRISE TE OR ANY THIRD PARTY RESULTING FROM OR RELATED TO THE FOLLOWING: THE FAILURE OF ANY PRODUCT DELIVERED TO ENTERPRISE TE BY SHIPPER OR ON BEHALF OF SHIPPER TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; II) THE PURITY OF ANY PRODUCT DELIVERED TO ENTERPRISE TE BY SHIPPER; III) THE FAILURE OF ANY PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; AND/OR IV) THE PURITY OF PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE.

FURTHER, SHIPPER(S) HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR, AND RELEASES AND FOREVER DISCHARGES, ENTERPRISE TE FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION FOR DAMAGES SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY SHIPPER OR CONSIGNEE AS A RESULT OF THE FOLLOWING: I) THE FAILURE OF ANY PRODUCT DELIVERED TO ENTERPRISE TE BY SHIPPER TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; II) THE PURITY OF ANY PRODUCT DELIVERED BY ENTERPRISE TE BY SHIPPER, III) THE FAILURE OF ANY PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE TO MEET ENTERPRISE TE FUNGIBLE SPECIFICATIONS; AND/OR IV) THE PURITY OF PRODUCT DELIVERED BY ENTERPRISE TE AND ACCEPTED BY SHIPPER AND/OR CONSIGNEE. IN NO EVENT SHALL A PARTY BE LIABLE TO ANY OTHER PARTY FOR COMPENSATORY, SPECIAL, INDIRECT, PUNITIVE OR CONSQUENTIAL DAMAGES REGARDLESS OF HOW ANY CLAIM, LOSS OR DAMAGE OCCURS, INCLUDING LOSS OR DAMAGE.DUE TO IMPURE PRODUCT, OR TO THAT PARTY'S SOLE, JOINT, OR COMPARATIVE NEGLIGENCE OR STRICT LIABILITY.

The indemnity set forth in this Item No. 43 shall be in addition to and shall not be deemed to be limited by or to limit the indemnity set forth in Item No. 12.

ITEM NO. 44

Product Involved In Litigation or Encumbered

Carrier shall have the right to reject any Products, when offered for transportation, that 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. 45

Product Quality

Carrier reserves the right to reject any Shipments under this tariff which would have a potential adverse effect on any Shipments, or Carrier's facilities, or would otherwise have the potential to disrupt the efficient use of Carrier's pipeline and associated facilities. Naphtha and Raffinate may be accepted for Shipment by Carrier to be shipped on a segregated basis, provided that Naphtha and Raffinate meet certain quality and safety requirements to be mutually agreed upon between the Parties prior to Shipment. Natural Gasoline and Butane tendered by Shipper pursuant to this tariff shall meet Carrier's published product specification as set forth in Carrier's publication, "Enterprise TE Fungible Specifications", which shall be modified or substituted from time to time and at any time to reflect Carrier's current published specification for Natural Gasoline and Butane. Receipt of notice by Shipper from Carrier of any modification or changes in Carrier's published Natural Gasoline specification shall constitute an amendment to Enterprise TE Fungible Specifications and be deemed a part hereof for all purposes. Unless otherwise previously agreed to, in writing, by the Shipper and Carrier, Shipper shall be solely responsible for and accept, without cost to Carrier, all interface material generated by transportation of Butane, Naphtha, Natural Gasoline and Raffinate that does not meet Enterprise TE Fungible Specifications and that has been accepted by Carrier for Shipment through the pipeline facilities.

A current copy of Enterprise TE's Fungible Specifications is available upon request from the tariff compiler referenced on the title page of this tariff.

ITEM NO. 48

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 Proration Policy, entitled "Enterprise TE Petrochemical Proration Policy".

A current copy of Enterprise TE Petrochemical Proration Policy is available upon request from the tariff compiler referenced on the title page of this tariff.

ITEM NO. 49

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 rise.

ITEM NO. 50

Tax Registration

Shipper shall be required to provide Carrier, if applicable, with proof of registration with or tax exemption from, the appropriate federal and/or state tax authorities, which are in any way related to the collection and payment of excise taxes, sales taxes, BTU taxes, value added taxes, fees, levies or any similar or dissimilar assessments or charges for the receipt, handling, use, storage or transportation of Product.

ITEM NO. 55

Title of Product

Shipper shall retain title to its Product while the same is in Carrier's custody. Carrier shall be deemed to be in control and possession of the Product from the time the Product is delivered to Carrier until the Product is delivered to Shipper or Consignee at the flange designated for change of custody for such deliveries. Carrier shall have, and Shipper grants to Carrier, a security interest in the Product to secure payment of all charges under this tariff.

RATES					
ITEM NO. 60	- Origin				
Destination	Hebert (Jefferson Co., TX)	-Fannett (Jefferson Co., TX)	Mont Belvieu (Chambers Co., TX)	Port Arthur (Jefferson Co., TX)	
	Volume Incentive Rates In Cents-per-bbl.				
Fannett (Jefferson Co., TX)			[C]		
Mont Belvieu (Chambers Co., TX	[C]	[C]	[C]	[C]	
Port Arthur (Jefferson Co., TX)	[C]	[C]	[C]	[C]	

		RATES		
ITEM NO. 70	Origin			
Destination	Hebert (Jefferson Co., TX)	Fannett (Jefferson Co., TX)	Mont Belvieu (Chambers Co., TX)	Port Arthur (Jefferson Co., TX)
	Non-Incentive Rates In Cents-per-bbl.			
Fannett (Jefferson Co., TX)			[C]	
Mont Belvieu (Chambers Co., TX	[C]	[C]	[C]	[C]
Port Arthur (Jefferson Co., TX)	[C]	[C]	[C]	[C]

Explanation of Abbreviations		
API	American Petroleum Institute	
Bbl.	Barrel	
BTU	British Thermal Unit	
Co.	County	
No.	Number	
9/6	Percent	
Enterprise TE	Enterprise TE Products Pipeline Company LLC	
¢	Cents	
§	Section	

Explanation of Reference Marks			
[C]	Cancel.		
[N]	New.		