

# ENTERPRISE LOU-TEX NGL PIPELINE L.P.

LOCAL AND INCENTIVE PIPELINE TARIFF

Containing

**RATES, RULES AND REGULATIONS**

Applying On

**NATURAL GAS LIQUIDS**

Transported by Pipeline

From and To Points Named Herein

~~[C] Issued on less than 30 days' notice under the authority of 18 CFR § 341.14— Special Permission and 341.3— Form of Tariff. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.~~

[N] This tariff is filed under authority of 18 CFR §342.3 Indexing.

The rates in this tariff are expressed in cents per Barrel of 42 U.S. Gallons and are subject to change as provided by law, and 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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# GENERAL APPLICATION OF TARIFF

The General Rules and Regulations published herein apply in their entirety to the services covered by this tariff, that is, to the interstate transportation of Product from the origin to the destination named herein.

## RULES AND REGULATIONS

### ITEM 5 - DEFINITIONS

**Barrel** – shall mean forty-two (42) United States gallons of two hundred thirty-one (231) cubic inches at sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

**Batch** – shall mean a quantity of Product moved through the pipeline as an identifiable unit. A "Batch" shall be classified as segregated, joint or fungible, each classification being described as follows:

- a. A "Segregated Batch" is a quantity of Product being the Product of a single Shipper.
- b. A "Joint Batch" is the combination of two or more quantities of Product commingled by the Carrier at the request of the participating Shippers.
- c. A "Fungible Batch" is a quantity of Product meeting Carrier's established specifications, which may be commingled by the Carrier with other quantities of Product meeting the same specifications.

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

**Carrier** – shall mean Enterprise Lou-Tex NGL Pipeline L.P., a Texas Limited Partnership.

**Connected Storage** – shall mean the storage facilities connected to Carrier, which are capable of receiving or delivering Product to Carrier pursuant to rules contained in this tariff.

**Connecting Pipeline** – shall mean a pipeline, which is connected to Carrier and is capable of receiving or delivering Product to Carrier.

**Consignee** – shall mean a party to which the ownership of Product is transferred upon delivery at a destination.

**Day** – shall mean the twenty-four (24) hours between 7:00 A.M. Central Clock Time and 7:00 A.M. Central Clock Time the following day.

**Delivery Point** – shall mean the specific location on Carrier's system as designated in its tariff where Carrier delivers Product for shipment and may be referred to in other items of this tariff as "Delivery."

**Final Termination** – shall mean the complete removal of a Batch or the final portion thereof from Carrier's pipeline.

**Interface Mixture** – shall mean that mixture occurring in pipeline operations between adjoining Batches of Product having either similar or dissimilar physical characteristics.

**Month** – shall mean a period of time from 7:00 A.M. Central Clock Time of the first day of a calendar month to 7:00 A.M. Central Clock Time on the first day of the following calendar month.

**Point of Origin** – shall mean the specific location on Carrier's system as designated in its tariff where Carrier accepts Product for shipment and may be referred to in other items of this tariff as "Origin."

## ITEM 5 - DEFINITIONS (continued)

**Product** – means any of the following hydrocarbon mixtures:

- (a) Ethane,
- (b) Ethane-propane mix (G-grade),
- (c) Raw Make (Y-Grade),
- (d) Propane (P-Grade),
- (e) Refinery Grade Propylene,
- (f) Isobutane (I-grade),
- (g) Commercial Butane,
- (h) Isom Grade Normal Butane (D-grade)
- (i) Refinery Grade Normal Butane
- (j) Butane-Gasoline Mix (BG-grade) and
- (k) Natural Gasoline (M-grade)

meeting Deliverability Requirements defined herein and meeting the specifications as published and distributed by Carrier in "Enterprise Lou-Tex NGL Pipeline L.P. Product Specifications" dated 8/23/01, which shall be provided upon request. Product may include Purity Product and Mixed Product. Carrier reserves the right to amend and modify specifications, which will be reflected in a change in the published "Product Specifications."

**Purity Product** – means any of the following hydrocarbons meeting specifications:

- (a) Ethane,
- (b) Ethane-propane mix,
- (c) Propane
- (d) Isobutane
- (e) Isom Grade normal butane
- (f) Natural Gasoline

meeting specifications as published and distributed by Carrier in "Enterprise Lou-Tex NGL Pipeline L. P. Product Specifications" dated 8/23/01, which shall be provided upon request. Carrier reserves the right to amend and modify specifications, which will be reflected in a change in the published "Product Specifications."

**Mixed Product** - means of the following hydrocarbon mixtures meeting specifications:

- (a) Raw Make
- (b) Refinery Grade Propylene Mix,
- (c) Commercial Butane Mix
- (d) Refinery Grade Normal Butane Mix And
- (e) Butane-Gasoline Mix

meeting specifications issued by Carrier as published and distributed by Carrier in "Enterprise Lou-Tex NGL Pipeline L.P. Product Specifications" dated 8/23/01, which shall be provided upon request. Carrier reserves the right to amend and modify specifications, which will be reflected in a change in the published "Product Specifications."

**Shipper** – mean any party who gives notice to transport Product under the provisions set forth in this tariff.

**Shipment** – means a volume of Product offered to Carrier at a point of origin for transportation through Carrier's system to designated Delivery locations.

## **ITEM 10 - SCHEDULING OF RECEIPT**

Shipper desiring to originate Product shall furnish a written Shipment Notice to Carrier at least fifteen (15) days prior to the calendar Month in which Shipper desires transportation. Shipment Notice shall specify the Origin and Destination of the Product offered to Carrier. If Shipper does not furnish such written notice, Carrier shall be under no obligation to accept such Product for transportation. Product will be accepted for transportation at such time and in such quantity as scheduled by Carrier.

## **ITEM 15 - PRODUCT DELIVERABILITY REQUIREMENTS AND TESTING**

Carrier reserves the right to refuse to accept any Shipment of Product that is:

- a. not in compliance with state and federal regulations,
- b. a health hazard, or
- c. incompatible with its transportation system, method of operation or transportation of other Products.

In addition, Carrier reserves the right to refuse to accept any Product for transportation through Carrier's existing facilities which does not meet Carrier's Product specifications as published and distributed by Carrier in "Enterprise Lou-Tex NGL Pipeline L.P. Product Specifications" dated 8/23/01, which shall be provided upon request. Shipper shall be required to furnish Carrier with a certificate setting forth the specifications of each Shipment of Product to be transported in Carrier's facilities or to certify that the lab results of Product to be transported in Carrier's facilities meet Carrier' specifications upon first Shipment of Product and on subsequent Shipments if requested by Carrier to maintain quality of Shipments. 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 the results of 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, Carrier reserves the right to treat or otherwise dispose of all contaminated Product in any reasonable commercial manner at Shipper's sole expense.

## **ITEM - 20 OFF-SPECIFICATION PRODUCT CHARGES**

In addition to Shipper's obligation to deliver Product meeting Carrier's specifications, and Carrier's right to dispose of off-specification Product as provided for herein, Shipper shall pay any 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, extra expenses, business interruption expenses, liabilities or damages of any kind or nature whatsoever (including reasonable attorneys' 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, any third party losses, 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 25 - PRODUCT ORIGIN AND DESTINATION OBLIGATIONS**

Product shall be accepted by Carrier only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipeline at pressures and pumping rates required by Carrier. No duty to transport shall arise until Shipper has provided necessary facilities, to which Carrier is connected at the Destination Points, capable of receiving Shipments without delay at maximum operating pressures and pumping rates of Carrier, and has made the necessary arrangements for accepting Delivery of Shipments promptly upon arrival. The Shipper or Consignee shall have the sole duty to determine that sufficient storage space is available to receive deliveries and to make all other necessary arrangements for the safe and proper receipt of Products.

These facilities at the Origin must:

- 1) provide necessary facilities for receipt of Product into Carrier's pipeline at pressures and pumping rates required by Carrier but not exceed a maximum operating pressure of 1440 psig,
- 2) be capable of delivering Fungible Batch of Product(s) at a rate of 2500 Barrels per hour and receiving deliveries of Products with a reasonable margin of safety to provide for unplanned destination changes in operating conditions, e.g., line blockage at the receiving terminal manifold and facilities, or
- 3) be capable of delivering a Segregated Batch of Product(s) at a rate of 3000 Barrels per hour and receiving deliveries of Products with a reasonable margin of safety to provide for unplanned destination changes in operating conditions, e.g., line blockage at the receiving terminal manifold and facilities, or
- 4) be capable of delivering a Joint Batch of Product(s) at a rate of 3000 Barrels per hour combined for all deliveries from all points for all Products(s) in the Joint Batch and receiving deliveries of Products with a reasonable margin of safety to provide for unplanned destination changes in operating conditions, e.g., line blockage at the receiving terminal manifold and facilities.

These facilities at Destination must:

- 1) be able to accept Product at a pressure of fifty (50) pounds above the vapor pressure of the Product being shipped but not exceed a maximum operating pressure of 1440 psig.
- 2) be capable of receiving deliveries of a Fungible Batch of Product(s) at a rate of 2500 Barrels per hour, or
- 3) be capable of receiving deliveries of a Segregated Batch of Product(s) at a rate of 3000 Barrels per hour, or
- 4) be capable of receiving combined deliveries of a Joint Batch of Product(s) at a rate of 3000 Barrels per hour for all Product(s) in the Joint Batch.

If, in Carrier's reasonable opinion, the facilities provided by Shipper fail to meet any or all of the above requirements, Carrier may discontinue deliveries to such facility; provided, however, that Carrier may, at its sole option, make or continue deliveries to a facility not in compliance with this Item 25 to avoid disruption of its pipeline system or to avoid any other unsafe condition. Any decision to make or continue a Delivery shall neither be construed as a waiver by Carrier of the Shipper's breach of this tariff Item nor in any other way affect Shipper's obligations in Item 25 of this tariff. Furthermore, Carrier's acceptance and Delivery of Product to any facility provided by Shipper shall not evidence Carrier's approval of the adequacy of such facilities or the competency of its personnel, and responsibility for such facilities and its personnel shall be exclusively that of the Shipper. In the event Carrier has accepted Products for transportation in reliance upon Shipper's representations as to acceptance at destination, and there is failure to promptly accept such Products at destination as provided in the above paragraph, then, and in such event Carrier shall have the right, on 24-hours notice to Shipper to divert, reconsign or make whatever arrangements for disposition of the Products it deems appropriate to clear its pipeline facilities, including the right to sell, for the account of the Shipper, the Products at private or public sale, and to charge the Shipper demurrage as provided in Paragraph 60 hereof. Out of the proceeds of said sale, Carrier may pay itself all applicable transportation charges and other necessary expense for caring for and maintaining the Products, and the balance shall be held for whomsoever may be lawfully entitled thereto. At such facilities where Products are held for further transportation, any delay in Delivery into subsequent transportation facilities that is caused by the Shipper and exceeds twenty-four (24) hours will be regarded as a failure to accept Product.

### **ITEM 30 - COMPONENT BALANCING**

It is the individual Shipper's responsibility to handle component balancing; participation in the component balancing process is a pre-requisite to shipping on Carrier. Carrier will work with its Shippers, connected pipelines, and connected origins in this regard to function as a source of information to insure confidentiality. Shippers will be notified Monthly as to the status of each component balance, indicating whether the balance is positive or negative. Invoice or credit statements will be sent to Shippers on the fifteenth (15th) calendar day of the following Month showing the status of each component balance. On a Monthly basis, Shippers are required to cash out any component imbalance to zero before the twenty-fifth (25th) calendar day of the following Month. The pricing method used for component balancing will be the Oil Price Information Service (OPIS) Mont Belvieu, Texas Monthly average. Corrections made to a previous Month's balance will be made on the current Month's statement, using the OPIS Mont Belvieu, Texas Monthly average for the Month in which the imbalance occurred.

### **ITEM 35 - MINIMUM SHIPMENT**

A Shipment of 300,000 Barrels or more of the same quality and specifications shall be required on all Products. Carrier reserves the right to require a larger Shipment of Product when the tender of a Shipment requires the reversal of the direction of the flow of the pipeline to minimize downtime of Carrier. Carrier may delay Shipments, which require a reversal of the direction of flow of the pipeline until the Shipment can be scheduled with other Shipments going in the same direction. Carrier may elect to accept a Shipment of less than 300,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 300,000 Barrels of the same specifications at Enterprise's Breaux Bridge or Mont Belvieu storage from the same or other Shippers. Shipper shall be responsible for arranging for any such storage. Shipper shall be responsible for the cost of any storage. Carrier reserves the right to allow smaller volumes as necessary to achieve optimum utilization of its pipeline system.

### **ITEM 40 - MEASUREMENT**

Carrier will perform all measurements in accordance with its measurement procedures outlined in "Enterprise Lou-Tex NGL Pipeline L.P. Measurement Procedures" dated 12/1/00 which shall be provided upon request. Carrier reserves the right to amend and modify its Measurement Procedures which changes will be reflected in the published "Measurement Procedures." Carrier shall account to each Shipper for all Products received. Any overage or shortage not due to the negligence of the Carrier, including losses resulting from shrinkage, evaporation, other physical Product loss and interface mixture in any calendar Month, will be allocated on a Monthly accrual basis among the Shippers in the proportion that the total number of Barrels delivered from the entire system for each Shipper bears to the total number of Barrels delivered from the entire system for all Shippers. Except as otherwise provided, no charge shall be made by Carrier for use of existing Carrier meters to measure 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 Products 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 - ALLOCATION OF TRANSPORTATION**

When the total volume of Product offered for Shipment on Carrier's facilities, in accordance with the procedures for scheduling Shipments, is greater than can be transported within the period covered by such schedules, then the Product offered by each Shipper, including any new Shipper, for transportation will be transported in such quantities and at such times, to the limit of the Carrier's normal operating capacity, so as to avoid unjust discrimination or undue preference among Shippers and to satisfy the legal and regulatory requirements of government agencies having jurisdiction over Carrier. The Carrier's specific allocation procedures are outlined in the document "Enterprise Lou-Tex NGL Pipeline L.P. Allocation Procedures" dated 12/1/00, which shall be provided upon request. Carrier reserves the right to amend and modify its Allocation Procedures which changes will be reflected in the published "Allocation Procedures."

## **ITEM 50 - 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 specifications as the Product shipped. It is inherent in the operations of a Products pipeline that interface mixtures will occur between Batches. Therefore, Carrier shall not be liable for variation in quality of Products occurring while in its custody, resulting from any cause other than the negligence of the Carrier, and Carrier is under no obligation to deliver the identical Products received and may deliver Products of substantially the same specifications.

## **ITEM 55 - RECONSIGNMENT**

Shipper may not reassign any Shipment of Product.

## **ITEM 60 - 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, 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 associated with such disposition the same as if Shipper had authorized such, and Shipper shall defend, indemnify, reimburse and hold Carrier harmless from and against any and all cost, expense, damage, or liability whatsoever arising out of or related to Shipper's failure to timely remove the Product. Demurrage shall also be charged at [U] 25¢ per Barrel per day, or portion thereof, for volumes remaining in Carrier pipeline and such demurrage shall be charged to the Shipper of that Batch.

## **ITEM 65 - PAYMENT OF CARRIER CHARGES**

The Shipper or Consignee shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carrier for Shipment, and if required, shall pay the same before Delivery at destination. Carrier shall have a lien on all Product in its possession belonging to Shipper or Consignee to secure the payment of any and all unpaid transportation charges, or any lawful charges that are due Carrier, that are unpaid by Shipper or Consignee, and may withhold such Product from Delivery until all unpaid charges shall have been paid. If said charges remain unpaid ten (10) days after notice and demand therefore, Carrier shall have the right, through an Agent, to sell such Product at public auction, on any day not a legal holiday, in not less than 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 the quantity and location of Product to be sold. At said sale, Carrier shall have the right to bid and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto. Alternatively, if the charges described here remain unpaid ten (10) days after notice and demand therefore, the balance due on the unpaid invoice shall bear interest from that 10th day at an annual rate of 18% or the maximum annual finance charge rate allowed by the State of Texas, whichever is less. The security interest provided herein shall be in addition to any lien provided by statute or common law. In the event Shipper fails to satisfy when due any obligation to Carrier, Carrier shall have (in addition to its rights and remedies provided in this tariff) all the rights and remedies accorded to a secured party under applicable state law and in addition may in its sole discretion and without notice take any or all of the following actions:

- (1) Refuse to deliver Products in its possession until all such obligations have been paid.
- (2) Proceed to sell any such Products, in accordance with the applicable provisions of state law, and apply the proceeds to such obligations.
- (3) Store such Products or contract for storage of such Products pending sale or other disposition.
- (4) Take any other action it deems necessary for the proper protection and sale of such Products.

Transportation and all other lawful charges accruing on Product accepted for transportation shall be assessed by Carrier at the rate in effect at date Product is delivered to origin on the basis of the number of Barrels delivered at destinations, as measured in Item 40.



## **ITEM 70 - CLEAR TITLE REQUIRED**

When any Product which is encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of the Shipper satisfactory evidence of his perfect and unencumbered title to said Product or satisfactory indemnity bond to protect Carrier against any or all loss. If the Carrier is not satisfied with that evidence, 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

## **ITEM 75 - LIABILITY OF CARRIER**

While in custody of any Product, Carrier shall not be liable for loss thereof, or damage thereto, or delay caused by acts of God, public enemy, quarantine, authority of law, governmental action, strikes, riots, nuclear or atomic explosions, floods, or act of default or any other cause, whether similar or dissimilar to the causes herein enumerated, not due to the negligence of the Carrier. Losses not due to the negligence of Carrier will be allocated 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. Losses due to the negligence of Carrier shall be the obligation of Carrier and settled by Carrier for Carrier's account. Statements of the losses, ascertained and computed by Carrier's standard accounting procedure, are to be accepted by Shipper as prima facie correct in the distribution of such losses under this Item and Item 80. Carrier shall not be liable for discoloration, contamination or deterioration of Products transported, unless such discoloration, contamination or deterioration results from the negligence of the Carrier. The Carrier will be obligated to deliver only that portion of such Products remaining after deducting for all shrinkage, evaporation, other physical Product loss and Interface Mixture contemplated under this tariff. All such Product losses shall be accounted for as provided under this Item and Item 80. Carrier recognizes and accepts custody of all Product accepted for Shipment while such Product is in pipeline facilities owned and operated by Carrier. Without limiting any other rights of Carrier hereunder, for all services provided for and received under this tariff, Shipper will indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death, or property damage involving the Carrier, Shipper, Consignee, or third parties based on or arising out of Carrier's performance of such services where such services are performed in accordance with applicable federal, state, or local statutes, regulations or ordinances. This indemnification shall include but not be limited to services such as the provision of emergency response numbers and shall include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other causes of action. Shipper shall not be obligated to indemnify, hold harmless, and defend Carrier to the extent Carrier's failure to perform a service herein stated shall have caused the loss, claims, or liabilities covered under this Item 75. This indemnification obligation shall not apply to losses or damages to the Product transported or handled under this tariff, or for the negligent failure of the Carrier's obligation to maintain and operate its facilities in a proper operating condition. The Carrier operates under this tariff solely as a provider of transportation services and not as an owner, manufacturer or seller of the Product transported hereunder, and the CARRIER EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY EXPRESSED OR IMPLIED WARRANTY FOR PRODUCTS TRANSPORTED HEREUNDER INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED USE. CARRIER SHALL NOT BE LIABLE TO SHIPPER OR SHIPPER'S CUSTOMERS FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES AND SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO TIMELY DELIVER SHIPPER'S PRODUCT.

## **ITEM 80 - NOTICE OF CLAIMS**

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 the 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 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.

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### **ITEM 85 - SCHEDULING OF DELIVERY**

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When Shippers request Delivery from the pipeline to the requested destination of a volume of Product greater than can be immediately delivered, Carrier shall schedule Delivery in such quantities and in such times so as to avoid discrimination among Shippers. Carrier shall not be liable for any delay in Delivery resulting from such scheduling of Delivery.

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### **ITEM 90 - PIPEAGE CONTRACTS**

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In the event a Shipper or consignee desires new or additional pipeline service which necessitates additions or modifications to Carrier's pipeline system, a separate financial assurance agreement or pipeage contract may be required before any obligation to provide the new or additional required service under this tariff shall arise.

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### **ITEM 95 - LINE FILL**

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Shipper shall supply its proportionate share of the Products that Carrier determines is necessary for efficient operation of Carrier's System. Products provided by a Shipper for this purpose may be withdrawn only after: (1) the Shipper's shipments on the System have ceased and the Shipper has notified Carrier in writing of its intention to discontinue shipments in Carrier's system pursuant to Carrier's applicable tariff(s), and (2) the Shipper's balances have been reconciled between Shipper and Carrier. In the event a Shipper's line fill balance drops below its pro rata share of the volume of Products necessary for efficient operation of Carrier's System, Carrier will notify Shipper of the amount of line fill that Shipper owes and Shipper shall supply such line fill to Carrier before Carrier is obligated to accept Shipper's Nominations or Tenders or make deliveries or shipments on behalf of Shipper.

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### **ITEM 100 - APPLICATION OF RATE TO INTERMEDIATE POINTS**

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For Product accepted for transportation from any Origin Point, or to any Delivery Point on Carrier's lines not named in this tariff, Carrier will apply the rate published herein to the next more distant point specified in this tariff.

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### **ITEM 105 - CONNECTION CHARGE**

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Where connection service is performed by Carrier there will be a [U] 42¢ per Barrel connection charge except at the following Points of Origin:

- a. Enterprise Storage at Breaux Bridge, Louisiana
- b. Enterprise Storage at Mont Belvieu, Texas.

The connection service charge, as indicated in cents per Barrel, will be in addition to all other lawful charges provided in this tariff.

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### **ITEM 110 - ROUTING INSTRUCTIONS**

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Rates in this tariff apply via all routes made by the use of Origins on Enterprise Lou-Tex NGL Pipeline Company, L.P. to the requested Destination.

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### **ITEM 115 - TRUCK UNLOADING SERVICE CHARGE**

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Upon written notice by Shipper as specified in Item 10, Enterprise Lou-Tex NGL Pipeline Company L.P. will unload tank trucks at Enterprise's Breaux Bridge Truck Unloading for a charge of [U] 42¢ per Barrel. Storage to receive Product unloaded shall be provided or arranged by Shipper.

## ITEM 120 - TAX REGISTRATION

Shipper represents to Carrier that Shipper and its Consignee holds valid 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 and will furnish such proof upon request. In any event, Shipper will be responsible to reimburse Carrier for any such taxes, levies or assessments, plus the cost of collection and related expenses, if they should be imposed against Carrier with respect to any Shipment of Shipper.

### RATES

(In Cents per Barrel)

[I] Increased. All rates on this page are increased.

#### PURITY ETHANE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

#### ETHANE-PROPANE MIX:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

#### RAW MAKE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

#### PROPANE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

# RATES (continued)

(In Cents per Barrel)

[I] Increased. All rates on this page are increased.

## REFINERY GRADE PROPYLENE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

## ISOBUTANE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

## COMMERCIAL BUTANE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

## ISOM GRADE NORMAL BUTANE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

## REFINERY GRADE NORMAL BUTANE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

# RATES (continued)

(In Cents per Barrel)

[I] Increased. All rates on this page are increased.

## BUTANE-GASOLINE MIX:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

## NATURAL GASOLINE:

FROM:			TO:			RATE
NO.	PLANT NAME	ST.	NO.	PLANT NAME	ST.	
205	Enterprise - Breaux Bridge	LA	1	Enterprise - Mont Belvieu	TX	346.30
1	Enterprise - Mont Belvieu	TX	205	Enterprise - Breaux Bridge	LA	346.30

Subject to the Rules and Regulations as described in Item 105.

## VOLUME INCENTIVE PROGRAM I

For any Shipper moving a total of 500,000 Barrels or more of all Products combined in a calendar Month to all Origins and Destinations published in this tariff, the following rate will apply for all Barrels and Products shipped.

All Products/Routes Published in Tariff	RATE
500,000 Barrels or more per calendar Month	[I] 188.98

Subject to the Rules and Regulations as described in Item 105.

When total Barrels shipped from Origins to Destinations listed for all Products is less than 500,000 the individual Product Base Rate will apply. If the Carrier is unable to deliver all of the volumes offered for shipment by Shipper (within the limitations of the tariff), such volume shall be deemed to be shipped for the purposes of meeting the incentive program volume requirement.

## VOLUME INCENTIVE PROGRAM II

For any Shipper signing a written commitment to transport a minimum of 150,000 barrels of the product shown below between all Origins and Destinations published in this tariff, each calendar month for a period of 12 consecutive months (Contract Term), the following rate will apply. This 12-month Contract Term will automatically renew and continue in 12-month increments until cancelled by either Party with 30-days advance notice. Shipper must make written election for initial Contract Term prior to March 1, 2005.

<b>Refinery Grade Propylene (Product)</b>	<b>RATE</b>
150,000 barrels or more per calendar month	[I] 188.98

When total barrels of Product shipped by contract Shipper between origins and destinations specified is less than 150,000 in any calendar month during a 12-month Contract Term, the Carrier will bill the Shipper a deficiency payment calculated by multiplying the above volume incentive rate times a number calculated by subtracting the actual barrels shipped during the calendar month from the 150,000 barrel monthly commitment. The deficiency payment will be due and payable based on current billing practices of the Carrier. If the Carrier is unable to deliver all of the volumes offered for shipment by Shipper (within the limitations of the tariff) such volume shall be deemed to be shipped for the purposes of meeting the incentive program volume requirement.

## ABBREVIATIONS AND REFERENCE MARKS

F.E.R.C.	Federal Energy Regulatory Commission
No.	Number
[C]	Cancel
[U]	Unchanged Rate
[N]	New
[I]	Increased Rate