

**BAYMARK PIPELINE LLC**

**LOCAL PIPELINE TARIFF**

Applying on the Intrastate Transportation of

**ETHYLENE**

Transported By Pipeline

FROM ORIGINS AT

***LA PORTE, TEXAS and/or MARKHAM, TEXAS***

TO DESTINATIONS AT

***LA PORTE, TEXAS and/or MARKHAM, TEXAS***

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All rates published in this Tariff are for the intrastate transportation of Products through the pipelines of Baymark Pipeline LLC within the State of Texas, being expressed in cents per 100 pounds, are subject to change as may be provided by law, and are governed by the provisions found under the Rules and Regulations herein.

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

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*Operated by Enterprise Products Operating LLC, (P5#253368) Under T-4 Permit Number 10069*

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**EFFECTIVE NOVEMBER 2, 2021**

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**COMPILED AND ISSUED BY**

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## RULES AND 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 5 – A List of Definitions of Terms Used in This Tariff

“Agreement” means a transportation agreement between Shipper and Carrier.

“Agreement Period” means the period beginning on the Commencement Date or any anniversary thereof and ending 365 or, if the period includes a February 29, 366 Days later.

“Agreement Term” means 20 Agreement Periods.

“Anchor Shipper” means a Shipper that has entered into an Agreement with Carrier prior to the commencement of construction of Carrier’s pipeline for a term of at least the Agreement Term for the transportation of Product pursuant to an Agreement, except where the Agreement specifies that the Shipper is a Contract Shipper for purposes of this tariff. Anchor Shipper includes its successors and assigns.

“BTU” means British Thermal Unit.

“Carrier” means Baymark Pipeline LLC.

“Commencement Date” means the date transportation will begin for Shipper as established pursuant to the Agreement.

“Consignee” means the Party to whom a Shipper has ordered the delivery of Product.

“Contract Shipper” means a Shipper that is party to an Agreement with Carrier for the transportation of Product.

“Day” means a period of time commencing at 7:00 A.M. Central Time on one calendar day, and ending at 7:00 A.M. Central Time on the following calendar day.

“Linefill” means the quantity of Product needed to occupy the physical space in Carrier’s pipeline in order to provide the transportation services in this tariff.

“Month” means the period of time commencing at 7:00 A.M. Central Time on the first Day of a calendar month, and ending at 7:00 A.M. Central Time on the first Day of the following calendar month.

“Non-Contract Rate” means the rate in Item 95.

“Pounds” means a unit of mass equal to 16 avoirdupois ounces or 0.45359237 kilograms.

“Prime Rate” means a floating rate of interest equal to the prime rate for banks in the United States, as published from time to time in *The Wall Street Journal* or its successor publication. If *The Wall Street Journal* publishes more than one value of the prime rates for banks in the United States, then the Prime rate means the published value that most closely relates to the prime rate at large money center banks in New York City, New York. If *The Wall Street Journal* or its successor publication ceases to publish a value for the prime rate for banks in the United States, then the Prime Rate means the prime rate at Citibank, N.A., New York City, New York, or its successor financial institution.

“Product” means fungible ethylene meeting the Carrier’s then-current Product specifications.

“Quantity” means the aggregate quantity measured in Pounds of Product transported or caused to be transported for a Shipper pursuant to the terms of the tariff.

“Shipment” represents the transportation of Product under the terms and conditions of this tariff.

“Shipper(s)” means all shippers who transport Product under the terms and conditions of this tariff, with or without an Agreement.

### ITEM 10 – CLAIMS; TIME FOR FILING

As a condition precedent to recovery, claims for damage, delay, or failure to deliver must be made in writing to Carrier within nine months after delivery by Carrier, or in case of a failure to deliver, within nine months after a reasonable time for delivery has elapsed, not to exceed 12 months from time of initial receipt of Product by Carrier. Suits against Carrier must be instituted within two years from the date 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 damage, delay, or failure to deliver are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid, and Carrier will not be liable therefor.

#### **ITEM 15 – CREDITWORTHINESS OF SHIPPERS**

Carrier is not required to provide service on behalf of any Shipper, or to provide service or to continue service for any Shipper, who is or has become insolvent or who, at Carrier's request, fails within a commercially reasonable time to demonstrate creditworthiness as determined by Carrier in its sole discretion; provided, however, Shipper may receive service if Shipper furnishes good and sufficient security as determined by Carrier in its sole discretion.

#### **ITEM 20 – DEMURRAGE**

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. If failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, then Carrier may, without liability to Shipper, make such disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges and costs associated with such disposition as if Shipper had authorized the same, together with any associated additional costs and damages borne or incurred by Carrier. Shipper shall indemnify and hold Carrier harmless from any loss sustained by Carrier by reason of Shipper's inability to take delivery of unremoved Product within a reasonable period of time, including any interface, out of the pipeline. In addition to the foregoing remedies, if pipeline flow rates are reduced due to Shipper's inability to take delivery of Product within a reasonable period of time, then Shipper shall pay an hourly demurrage penalty equal to the product of (a) the then-current tariff rate from the affected pipeline segment origin to the furthest destination on such segment, (b) the pipeline hourly flow capacity, and (c) the number of hours that Shipper's Product remains in the pipeline.

#### **ITEM 25 – GAINS OR LOSSES**

Shippers are responsible for pipeline measurement gains or losses, calculated as the difference between measured receipts and measured deliveries. Gains or losses will be apportioned to each Shipper according to each Shipper's proportionate share of measured receipts.

#### **ITEM 30 – COMMINGLING OF PRODUCT**

Carrier may commingle Product 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. Carrier is not liable for variation in quality of Product occurring while in its custody, resulting from any cause other than the negligence of Carrier, and Carrier is under no obligation to deliver the identical Product received and may deliver Product of substantially the same specifications.

#### **ITEM 35 – LIABILITY OF CARRIER**

Carrier is not liable to Shipper for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods, or by act of default of Shipper or its Consignee, or resulting from any other cause, whether similar or dissimilar to the causes herein enumerated. Any such loss will be apportioned 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 Shipper and/or Consignee will be entitled to receive only that portion of its shipment remaining after deducting its proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and Consignee showing the apportionment of any such loss.

Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carrier expressly disclaims any liability for any express or implied warranty for Products transported or stored hereunder, including any warranties of merchantability or fitness for a particular purpose.

Without limiting any other rights of Carrier hereunder, for all services provided for and received by Shipper 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 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 will include, but not be limited to, services such as the provision of emergency response numbers and will include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other cause of action.

#### **ITEM 40 – LINEFILL REQUIREMENTS**

Each Shipper shall supply its pro rata share of Product for Linefill as Carrier determines is necessary to maintain efficient

operations of Carrier's pipeline. Each Month, Carrier may adjust the Linefill based on the then-current operating conditions of the pipeline. Upon written notice from Shipper of its intent to cease delivering Product to Carrier and payment of all amounts payable under this tariff, Carrier shall return Product used as Linefill to Shipper within a reasonable time frame, not to exceed 180 days, to allow for administrative and operational requirements associated with the withdrawal of such Product.

#### **ITEM 45 – MEASUREMENT AND INSPECTION**

The Quantity of Product received at the origins will be measured by meters and sampled. Shipper, at its sole risk and expense, may have a representative witness all measurement and sampling at the origins or at the destinations. Carrier shall perform any additional testing or sampling requested by Shipper, and Shipper shall reimburse Carrier for all costs and expenses associated with such additional testing or sampling. All measurement and tests performed by Carrier will be determinative unless they are contested within 60 days of receipt of appropriate documentation by Shipper.

#### **ITEM 50 – ORIGIN AND DESTINATION FACILITIES**

Nominations 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 55 – PAYMENT OF TRANSPORTATION AND OTHER CHARGES**

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 invoice Shipper for transportation charges on a monthly basis. Shipper shall pay all charges within 10 days from the receipt of invoice from Carrier. For any charges that remain unpaid for more than 30 days from the receipt of Carrier's invoice, Shipper shall pay an interest charge equal to the Prime Rate plus 2.0% per annum not to exceed the maximum non-usurious interest rate that may then be charged under Texas law.

Carrier will have a lien on all Product in its possession belonging to Shipper or Consignee to secure the payment of any and all unpaid transportation, 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 have been paid. If said charges remain unpaid 10 days after final notice and demand therefor, then Carrier will have the right, through an agent, to sell such Product at public auction, on any day not a legal holiday, in not less than 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 will 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 reasonable expenses incident to said sale, and the balance remaining, if any, will be held for whomsoever may be lawfully entitled thereto.

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 Carrier's invoice to Shipper. If 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, then Carrier, upon notice to Shipper, may 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, which will be held by 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. If Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, then Carrier will not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

#### **ITEM 60 – PRODUCT INVOLVED IN LITIGATION OR ENCUMBERED**

Carrier may reject any Product, when offered for transportation, that Carrier reasonably believes is involved in litigation, or the title of which is 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 65 – PRODUCT QUALITY**

Shipper must deliver Product for transportation that meets Carrier's then-current Product specifications If Shipper delivers

product that does not meet Carrier's then-current Product specifications, then Carrier may re-deliver to Shipper, and Shipper shall receive from Carrier, all off-specification product and all contaminated product attributable to Shipper's off-specification product. In addition, Shipper shall reimburse Carrier for any costs reasonably incurred by Carrier related to Shipper's off-specification product and shall pay to Carrier a fee equal to 75 cents per 100 Pounds of off-specification product and contaminated product redelivered by Carrier to Shipper.

#### **ITEM 70 – PRORATION OF PIPELINE CAPACITY**

When more Product has been tendered to Carrier for transportation than can be transported, the transportation furnished by Carrier will be prioritized among Shippers in accordance with the following:

- First Priority: Anchor Shippers
- Second Priority: Contract Shippers
- Third Priority: All other Shippers allocated on an equitable basis

#### **ITEM 75 – SCHEDULING OF RECEIPT**

Shippers desiring to originate Product shall furnish a nomination no later than the 15th calendar day of the preceding month in which Shipper desires transportation.

A nomination shall specify the origins and destinations of the Product offered to Carrier. If Shipper does not furnish such nomination, then Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to this tariff, at such time and in such Quantity as scheduled by Carrier.

Carrier shall transport and deliver Product with reasonable diligence and dispatch considering the Quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market. Enhanced facilities or services may be required by a Shipper and may be provided for in an Agreement, provided that no such enhanced services will alter the prorationing provisions set forth in Item 70.

#### **ITEM 80 – SEPARATE PIPELINE AGREEMENTS**

Separate agreements, if applicable, in association with pipeline connections or other facilities ancillary to Carrier's pipeline system and in accordance with this tariff will be required of any Shipper or Consignee before any obligation to provide transportation will arise.

#### **ITEM 85 – TAX REGISTRATION**

Shipper shall 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 90 – TITLE OF PRODUCT**

Shipper will retain title to its Product while the same is in Carrier's custody. Carrier will 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 will have, and Shipper grants to Carrier, a security interest in the Product to secure payment of all charges under this tariff.

**RATES\***

**ITEM 95 NON-CONTRACT RATES**

DESTINATION	ORIGIN	
	LA PORTE (HARRIS CO., TX)	MARKHAM (MATAGORDA CO., TX)
	Non-Contract Rate in Cents per 100 Pounds	
La Porte (Harris Co., TX)	--	350.00
Markham (Matagorda Co., TX)	350.00	--

\*Incentive rates are available on a non-discriminatory basis to Contract Shippers.

**ROUTE DIRECTORY: Rates in tariff apply via all routes made by use of the lines of Baymark Pipeline LLC.**