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Railroad Commission of Texas

**Texas Intrastate No. 122.6.0**  
(Cancels Texas Intrastate No. 122.5.0)

# **ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC**

## **LOCAL PIPELINE TARIFF**

Containing the Rules and Regulations Governing  
the Transportation and Handling of

## **Petroleum Products and Unfinished Gasoline**

Transported By Pipeline

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All rules published in this tariff are for the intrastate transportation of Petroleum Products and Unfinished Gasoline 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 by the provisions found under the General Rules & 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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**EFFECTIVE: July 1, 2021**

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### **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**

## 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

“Affiliate” means any entity that directly or indirectly (i) controls a Shipper or Carrier, as applicable; (ii) is controlled by a Shipper or Carrier, as applicable; or (iii) is controlled by the same entity that controls a Shipper or Carrier, as applicable. For purposes of this definition, the terms “controls” and “controlled by” mean the power to direct or cause the direction of the management of and policies of another entity whether through the ownership of shares, a contract, trust arrangement, or any other means, either directly or indirectly, that results in control in fact, but notwithstanding the foregoing includes, with respect to the control of or by a corporation, partnership, or limited liability company, the ownership of shares or equity interests carrying not less than 50% or more of the voting rights regardless of whether such ownership occurs directly or indirectly. Without limitation, any one or more of the following will conclusively evidence that entities are Affiliates of each other: (a) use of shared mailing or business addresses; (b) use of shared business telephone numbers; (c) use of common bank accounts in relation to Carrier’s requirements set forth in Item 60; (d) the same or substantially the same management, general partner, or managing member; and/or (e) one Shipper directing or conducting business on behalf of another Shipper.

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

“Barrel” refers to 42 United States standard gallons at 60 degrees Fahrenheit.

“Batch” means a quantity of Products handled through the pipeline as a unit.

“Baytown Origins” refers to facilities at Baytown and Red Bluff, Texas.

“Beaumont Origins” refers to facilities at Beaumont and North Port Arthur, Texas.

[N] “Business Day” means any day other than Saturday, Sunday, and any other day when banks are closed for business in Texas.

“Carrier” means Enterprise TE Products Pipeline Company LLC.

“Certificate of Analysis” refers to a document acceptable to Carrier that confirms that Product meets its product specification.

“Colonial Origins” refers to Colonial Pipeline’s facilities at Hebert (Beaumont-Port Arthur) ① and Houston (Pasadena) ①.

“Common Shipment” means any Shipment of Products that may be commingled with other Products of similar quality and specifications in effect at time Product is tendered.

“Contract Shipper” means the party or parties who enter into a take or pay transportation agreement with carrier.

“Day” means a period of time commencing at 7:01 A.M. Central Time on one calendar day, and ending at 7:00 A.M. Central Time on the following calendar day.

“Destination” refers to the point where Product transported through the pipelines enters the flange connecting the pipeline to the applicable delivery facilities.

“Distillate” means ULSD, diesel fuel, and petroleum distillates, subject to Item No. 55 of this tariff.

“Jet Fuel” means fungible Jet-A turbine fuel, subject to Item No. 55 of this tariff.

“Month” means the period of time 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 on the last day of the same calendar month.

“Motor Fuel” means finished and subgrade gasoline, subject to Item No. 55 of this tariff.

“New Shipper” has the meaning set forth in Item 70 of this tariff.

[N] “Nomination” means an offer by a Shipper to Carrier in accordance with this tariff for the transportation of a stated quantity and type of Products from an Origin to a Destination.

“Origin(s)” refers to facilities at Baytown Origins, Beaumont Origins, Colonial Origins and Texas City Origins.

“Petroleum Products” means Motor Fuel, Distillate and Jet Fuel.

“Product(s)” means individually and collectively, Petroleum Products and Unfinished Gasoline.

“Segregated Batch” refers to a Batch identifiable as the property of a single Shipper, and moved through the pipeline so as to maintain this singular identity and ownership.

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

“Shipper(s)” means the party or parties who tender Product to Carrier for transportation under the terms and conditions of this tariff.

“Texas City Origins” refers to facilities at Texas City, Texas.

“Transmix” means product downgrades and/or interfaces.

“TSA” means, unless otherwise specified, a transportation services agreement executed by a Shipper with the Carrier with respect to transportation services on Carrier’s pipeline pursuant to an open season.

“ULSD” means ultra-low sulfur diesel subject to Item No. 55 of this tariff.

“Unfinished Gasoline” subject to the approval of Carrier, means natural gasoline, condensate, raffinate, straight-run gasoline, naphtha, and similar Products subject to Item No. 55 of this tariff.

“Volume” represents the aggregate quantity of Product transported or caused to be transported for a Shipper pursuant to the terms and conditions of the tariff.

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## **ITEM NO. 10 - APPLICATION OF RATES FROM/TO INTERMEDIATE POINTS**

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For Product accepted for transportation from any point on Carrier’s pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, Carrier will apply, from such unnamed point, the rate published herein from the next more distant point specified in this tariff.

For Product accepted for transportation to any point on Carrier’s pipeline named in this tariff, which is intermediate to a point to which rates are published herein through such unnamed point, Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff.

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## **ITEM NO. 15 - CLAIMS, TIME FOR FILING**

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As a condition precedent to recovery, claims for loss or 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 loss or 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 shall not be liable therefor.

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## **ITEM 20 – CREDITWORTHINESS OF SHIPPERS**

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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.

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## **ITEM 25 – DEMURRAGE**

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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, 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, 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.

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### **ITEM NO. 30 - LIABILITY OF CARRIER**

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Carrier is not liable to Shipper for any delay in delivery or for any loss of Products caused by an act of God, public enemy, quarantine, authority of law, strike, riot, fire, flood, or act or default of Shipper or its consignee, or resulting from any other cause, 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, 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 determine of such loss. Carrier shall prepare and submit a statement to Shipper and consignee showing the apportionment of any such loss. 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 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 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.

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### **ITEM 35 – MEASUREMENT, INSPECTION AND DEDUCTIONS**

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The Volume 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 Beaumont Terminal. Carrier shall perform any additional testing or sampling requested by Shipper and Shipper shall reimburse Carrier for all cost and expenses associated with such additional testing or sampling. All measurement and tests performed by Carrier will be determinative unless they are contested with sixty Days of receipt of appropriate documentation by Shipper.

Shipper shall be responsible for Shipper's 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.

To cover Carrier for losses due to shrinkage and evaporation during transportation on Carrier's facilities, Carrier will retain the following ("Pipeline Loss Allowance"): (1) for shippers other than the Contract Shippers, [U] 0.15% of the volume of Product for all deliveries to Destinations; or (2) for the Contract Shippers, the volume or percentage, if any, specified for Carrier's loss allowances in the applicable Agreement. The volumes delivered to Shipper from Carrier's facilities will be net of the applicable Pipeline Loss Allowance. Pipeline Loss Allowance for specialty products will be settled in accordance with Carrier's then-current applicable policy and procedures.

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### **ITEM 40 – MINIMUM SHIPMENT**

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The minimum quantity of a Shipment, unless waived by Carrier, which will be accepted at Baytown Origins and Texas City Origins by Carrier will be 50,000 Barrels. The minimum quantity of a Shipment will be accepted at Beaumont Origins and Colonial Origins by Carrier will be 75,000 Barrels. Provided, however, Common Shipments will be accepted by Carrier in tender of not less than 10,000 Barrels when the total of the tenders of a Common Shipment at one particular time will make a Batch of 50,000 Barrels at Baytown Origins and Texas City Origins and 75,000 Barrels at Beaumont Origins and Colonial Origins or more of like characteristics at the respective Origins.

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### **ITEM 45 – PAYMENT OF TRANSPORTATION AND OTHER CHARGES , LIEN FOR UNPAID CHARGES AND FINANCIAL ASSURANCES**

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The Shipper shall pay all charges as provided for in this tariff or otherwise lawfully due to Carrier, and, if required by Carrier, shall pay the same before acceptance or delivery by Carrier of Shipper's Product.

Carrier will invoice Shipper for charges or other lawfully due amounts on a weekly basis unless otherwise specified in a TSA or where operational issues make billing on a weekly basis impractical. Shipper shall pay all invoiced amounts within 10 days of the date of invoice from Carrier. If any amounts owed by Shipper are not paid by the due date of Carrier's invoice, Carrier will have the right to assess an interest charge on the entire past due balance until paid in full at the rate equal to the lesser of (i) 18% per annum, or (ii) the maximum non-usurious interest rate that may then be charged under Texas law. Carrier may require that all payments to Carrier be sent by wire transfer in accordance with the instructions on Carrier's invoice to Shipper.

Carrier will have a lien upon all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Obligations (as defined below): (a) all product of Shipper in the possession of Carrier or its agents including linefill; (b) all of Shipper's prepayments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (c) all proceeds of any of the foregoing property in any form (collectively, "Collateral"). The foregoing lien and Collateral secures all of the following obligations of Shipper (collectively, the "Obligations"): (i) any and all charges owed to Carrier by Shipper under this tariff or otherwise lawfully due to Carrier, including penalties, interest, and late payment charges; (ii) the reimbursement of any costs or amounts Carrier may advance, spend, or incur for the storage, preservation, removal or sale of the Collateral or otherwise to enforce the lien or these Obligations; and (iii) all amounts owed under any modifications, renewals, or extensions of any such Obligations. The lien provided in this tariff is in addition to any lien or security interest provided by applicable law and any and all other rights and remedies Carrier may have at law or in equity. If any amounts accruing and owed to Carrier remain unpaid 10 days after written notice and demand therefor, then Carrier or its agent will have the right, in addition to and not in limitation of its other rights and remedies, to sell any or all of the Collateral at public auction, on any day not a legal holiday. The date for the sale will be at least 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 a description and the location of the Collateral to be sold. At such sale, Carrier or any of its Affiliates will have the right to bid, and if the highest bidder, to become the purchaser. Carrier shall apply the proceeds of any such sale to the payment of Obligations accruing or due to Carrier and to the reimbursement of expenses associated with the sale of the Collateral, and the balance remaining, if any, will be paid to or held for whomsoever may be lawfully entitled thereto. Carrier may, with or without notice to Shipper, appoint agents to retain possession of Shipper's Product on behalf of Carrier for the purpose of enforcing this security interest, lien, and assignment. Carrier will have the right to file all such documents as it deems appropriate in order to perfect or maintain the perfection of the security interest, lien, and assignment granted herein and Shipper shall cooperate and execute all such documents as may be reasonably requested by Carrier.

If Shipper fails to satisfy when due any Obligations to Carrier, then Carrier will have the right, until all such Obligations, including interest thereon, are paid in full to: (i) refuse to provide Shipper access to Carrier's facilities or provide transportation services for Shipper's Product; (ii) set-off (including by set-off, offset, recoupment, combination of accounts, deduction, retention, or counterclaim) any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of Shipper's Affiliates under this tariff, any contract, or against any Product of Shipper in the custody of Carrier or its agents; and (iii) exercise any other rights or remedies under this tariff, any contract with Shipper or under applicable law or in equity, provided that Carrier will only exercise its right to refuse to provide Shipper access to Carrier's facilities or provide transportation services if Shipper has not provided Financial Assurances to Carrier sufficient in Carrier's reasonable discretion to satisfy the Obligations, provided further, notwithstanding any such Financial Assurances, if such Obligations have remained unsatisfied for 60 days past the date due, even if Shipper has provided Financial Assurances, Carrier will have the right to refuse Shipper access to Carrier's facilities or provide transportation services for Shipper's Product until such Obligations have been satisfied. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid Obligations, including reasonable attorney fees and costs incurred by Carrier.

At any time, upon the reasonable request of Carrier, any prospective or existing Shipper shall provide information to Carrier that will allow Carrier to determine the prospective or existing Shipper's capacity to perform any Obligations that could arise under the terms of this tariff or a TSA. Carrier is not obligated to accept Product for transportation from or to provide access to Carrier's facilities to an existing or prospective Shipper if Shipper or prospective Shipper fails to provide the requested information to Carrier within 10 days of Carrier's written request, or if Carrier's review of the requested information reveals that the existing or prospective Shipper does not have the capacity to perform the Obligations and such Shipper fails to provide Financial Assurances requested by Carrier.

In the event Carrier determines that:

- (a) the existing or prospective Shipper's financial condition is or has become impaired or unsatisfactory;
- (b) any financial assurances ("Financial Assurances") previously provided by a Shipper no longer provide adequate security for the performance of such Shipper's Obligations; or
- (c) Carrier otherwise determines that it is necessary to obtain additional Financial Assurances from Shipper; then Carrier, upon notice to Shipper, may require one or more of the following Financial Assurances for the payment of the Obligations, to be provided at the expense of Shipper:
  - (1) prepayment (which will be held by Carrier without interest accruing thereon) in an amount and in a form satisfactory to

Carrier;

(2) a standby irrevocable letter of credit in favor of Carrier in an amount and in a form satisfactory to Carrier and issued by a financial institution acceptable to Carrier;

(3) a guaranty in an amount and in a form satisfactory to Carrier and provided by a guarantor acceptable to Carrier; or other enforceable collateral security or credit support, in form and substance acceptable to Carrier.

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#### **ITEM 50 – PLACE OF RECEIPT AND DELIVERY**

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Carrier will receive Product at the Origins and Product will be delivered at the Destinations in accordance with Carrier’s pumping schedules and at rates required by Carrier. Carrier may, at its sole discretion, receive Product from Shipper(s) at Beaumont, Hebert (Beaumont – Port Arthur) ① and Houston (Pasadena) ①, and North Port Arthur to be transported to Baytown for delivery at the Destination. Carrier will advise Shipper of the estimated transfer time of any proposed transport of Product from Beaumont, Hebert (Beaumont – Port Arthur) ① and Houston (Pasadena) ①, and North Port Arthur to Baytown and the movement of Product from Baytown to Destination for Shipper. **ONLY PRODUCT PRODUCED OR REFINED IN THE STATE OF TEXAS WILL BE ACCEPTED FOR MOVEMENT HEREUNDER.**

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#### **ITEM 55 – PRODUCT ACCEPTABLE**

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Product tendered by Shipper pursuant to this tariff shall be out of common stock in Carrier’s pipeline system and shall meet Carrier’s published product specifications 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 specifications for Product. Receipt of notice by Shipper from Carrier of any modifications or changes in Carrier’s published Product specifications shall constitute an amendment to “Enterprise TE Fungible Specifications” and deemed a part hereof for all purposes.

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#### **ITEM 60 – PRODUCT QUALITY**

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Carrier reserves the right to refuse to accept any Product for transportation that does not meet Carrier’s then-current Product specifications or that is not good merchantable Product readily acceptable for transportation through Carrier existing facilities.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier’s facilities Product that does not meet Carrier’s then-current Product specifications or that is not good merchantable Product as set forth above, then Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shipper’s sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional charge of [U] 104 cents per Barrel.

Unless otherwise previously agreed to in writing by Shipper and Carrier, Shipper will be solely responsible for and accept, without cost to Carrier, all interface material generated by transportation of Product that does not meet Carrier’s then-current Product specifications and that has been accepted by Carrier for Shipment through the pipeline facilities.

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#### **ITEM 65 – PRODUCT INVOLVED IN LITIGATION OR ENCUMBERED**

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Carrier may reject any Product, 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.

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

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When more Product has been tendered to Carrier for transportation than can be transported through Carrier’s facilities, priority of movements will be:

- First Priority: Interstate movements under Enterprise TE’s then effective FERC rules and regulations tariff.
- Second Priority: Take or pay movements, also referred to as throughput and deficiency, by Shipper under its Agreement with Carrier, if any.
- Third Priority: All other movements by Shippers allocated on an equitable basis.

A Shipper or prospective Shipper without historical volume on an applicable pipeline segment will be deemed a “New Shipper” on such segment. Each New Shipper will receive 500 barrels per day of capacity until the total barrels allocated to all New Shippers exceeds 10% of the total capacity, at which time all New Shippers will receive an equal portion of the 10% of the total capacity.

During periods when Carrier is allocating capacity pursuant to this tariff, a New Shipper will not be allocated capacity if it is an Affiliate of another Shipper who received an allocation. Each Shipper or prospective Shipper requesting New Shipper status shall provide to Carrier an affidavit and such information as will enable Carrier to determine whether such Shipper is an Affiliate

of any other Shipper that has a historical volume that will entitle such Shipper to an allocation of capacity in accordance with this tariff or is an Affiliate of another New Shipper. In no event will an allocation to a Shipper be used in such a manner as to enhance the allocation of another Shipper beyond the allocation to which such Shipper would be entitled under this tariff.

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### **ITEM 75– SEPARATE PIPELINE AGREEMENTS**

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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.

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### **ITEM 80– TAX REGISTRATION**

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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.

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### **ITEM 85 – TENDERS**

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~~Carrier will not be obligated to accept tenders for transportation of Product during any Month unless the Shipper, on or before the fifth day of the preceding Month, notify 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 it desires to deliver at the Origin.~~

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

[N] No later than 15 days prior to the first day of each month (or if such day falls on a day that is not a Business Day, then the first Business Day prior to such day). Shipper shall submit to Carrier a Nomination for (a) the type and volume of Products to be transported by carrier under this tariff (the “Nominated Volume”), and (b) the dates on which each Nominated Volume batch is scheduled for receipt at the Origin, and acceptance at the applicable Destination, by the applicable upstream or downstream carrier; provided, however, that the Nominated Volume batch for any redelivery of Products hereunder must be for a batch size of at least 50,000 barrels. For Nominations made by Shipper after the date specified above, Carrier may elect to assign late movements for Shipper, but any such election will be at Carrier’s sole and absolute discretion and subject to the then-available capabilities at the Terminal Facilities.

Following receipt of a timely Nomination from Shipper, but no later than five days prior to the first day of the month of transportation service (or if such day falls on a day that is not a Business Day, the first Business Day prior to such day), Carrier shall provide to Shipper written notice (which may be by email) that (i) confirms, in whole or in part, such Nomination (and the Nominated Volumes covered thereby); and/or (ii) assigns an alternative Product receipt and/or redelivery window with respect to the relevant movements Nominated by Shipper if such alternative Product receipt and/or redelivery window is available.

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### **ITEM 90 – TITLE OF PRODUCT**

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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 resulting from the movement of Product under this tariff.

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**ITEM 95 – GOVERNING LAW AND JURISDICTION**

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This tariff is governed by, and must be interpreted and construed in accordance with, the laws of the State of Texas, without regard to any of its principles of conflicts of laws that would make applicable the laws of any other jurisdiction. Except for disputes that fall within the jurisdiction of the Federal Energy Regulatory Commission, exclusive venue for any suit, action, or proceeding brought in connection with this tariff is in the state and federal courts located in Harris County, Texas. Carrier and Shipper each irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or relating to this tariff in the state and federal courts situated in Harris County, Texas. Intending to waive and forever relinquish any right under applicable law providing for a right of trial by jury, Carrier and Shipper each knowingly, voluntarily, and intentionally waives, to the fullest extent permitted by applicable law, any and all claims or rights it or its successors and assigns may have to any trial by jury on any issue arising out of any litigation, dispute, suit, action, or proceeding related to this tariff.

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**EXPLANATION OF ABBREVIATIONS**

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Bbl.	Barrel
BTU	British Thermal Unit
Co.	County
CPL	Colonial Pipeline Company
No.	Number
Enterprise TE	Enterprise TE Products Pipeline Company LLC

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**EXPLANATION OF REFERENCE MARKS**

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①	Denotes CPL origin.
[U]	Unchanged Rate
[W]	Change in wording only
[N]	New

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