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Gas Services Department  
Railroad Commission of Texas

Texas Intrastate No. 1.1.0

(cancels Texas Intrastate No. 1.0.0)

# **ENTERPRISE BLUE IVY LLC**

## **Local Pipeline Tariff**

Containing

### **RATES, RULES, AND REGULATIONS**

Applying on the Intrastate Transportation of

### **ETHANE**

Transported by Pipeline

From and To Points Named Herein

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The rates in this tariff are expressed in cents per Barrel, and are subject to change as provided by law, the Rules and Regulations published herein, and supplements hereto and revisions hereof.

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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 03655.

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**EFFECTIVE: JULY 1, 2022**

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COMPILED AND ISSUED BY:

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# RULES AND REGULATIONS

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## ITEM NO. 5

## DEFINITIONS

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For the purposes of these Rules and Regulations, the following definitions apply. In the event of any inconsistency with the definitions in the TSA, the latter will apply:

“Affiliate” means any entity that directly or indirectly (i) controls a Shipper; (ii) is controlled by a Shipper; or (iii) is controlled by the same entity that controls a Shipper. 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 65; (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.

“Anchor Shipper Firm Service” means that type of service that (a) has the highest priority call on capacity, (b) is only subject to interruption or curtailment by reason of an event of Force Majeure or Maintenance, or as otherwise expressly set forth in Shipper’s TSA, and (c) in any event, has a higher priority than any other permissible level of service established by Carrier.

“Barrel” means 42 United States gallons of 231 cubic inches of 60°F and equilibrium vapor pressure.

“Carrier” means Enterprise Blue Ivy LLC.

“Contract Shipper” means a Shipper that is a party to a TSA.

“Contract Volume” means the daily maximum volume of Product specified by Contract Shipper to ship on the pipeline pursuant to the TSA.

“Estream” means the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier’s pipelines and facilities.

“Nomination” or “Nominate” means an offer by a Shipper to a Carrier of a stated quantity of Product for transportation from a specified origin or origins to a specified destination or destinations pursuant to the terms of this tariff.

“Product” means ethane meeting the acceptance specifications issued by Carrier, as the same may be amended or supplemented by Carrier from time to time, to the extent dictated by industry practice and/or government regulations.

“Shipper” means any party who gives notice to transport Product under the provisions outlined in this tariff.

“TSA” means a Transportation Services Agreement executed by a Shipper and Carrier.

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**ITEM NO. 10                      ACCEPTANCE FREE FROM LIENS AND CHARGES**

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Carrier may refuse, on a non-discriminatory basis, any shipment for transportation that may be encumbered by a lien or charge of any kind, or that may be involved in litigation or the ownership thereof may be in dispute. When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carrier may require of Shipper satisfactory evidence of perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss.

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**ITEM NO. 15                      APPLICATION OF RATES**

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Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is received at the origin. Carrier shall invoice Shipper for transportation charges and all other lawful charges accruing on Product accepted, or deficiency charges if any on Product not tendered for transportation, in accordance with the TSA and Carrier’s then-current payment policies and procedures, and at the rates set forth in the TSA.

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**ITEM NO. 20                      APPLICATION OF RATES FROM INTERMEDIATE POINTS**

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For Product accepted for transportation from any point on Carrier’s pipeline system 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 the tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

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**ITEM NO. 25                      APPLICATION OF RATES TO INTERMEDIATE POINTS**

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For Product accepted for transportation to any point on Carrier’s pipeline system 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. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

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**ITEM NO. 30****CLAIMS TIME FOR FILING**

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Notice of claims for loss or damage must be made in writing to Carrier within nine months after delivery of the Product, or in the case of a failure to make delivery, within nine months after a reasonable time for delivery has elapsed. Suit against Carrier must be instituted only within two years and one 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 Carrier will not be liable.

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**ITEM NO. 35****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. In the event 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, Carrier will have the right, without liability to Shipper, to make such disposition of unremoved Product as is necessary for the efficient operation of its facilities, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier, unless Shipper's failure to remove Product is caused by the actions of Carrier. Disposition of unremoved Product includes, but is not limited to: Carrier having the right to sell such Product to the first-available purchaser at the best price obtainable; to use the proceeds thereof to pay pipeline transportation charges due as if delivery had been made; and to hold the balance of such proceeds for whomsoever may be entitled thereto.

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**ITEM NO. 37****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 Railroad Commission of Texas, 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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**ITEM NO. 40****IDENTITY OF SHIPMENTS**

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Carrier may commingle Products received from the origins set forth in the TSA. Carrier reserves the right at any time to substitute and deliver Product of the same specification as the Product shipped.

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**ITEM NO. 45****LIABILITY OF CARRIER**

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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, acts of default of Shipper or its consignee, or resulting from any other cause not due to the negligence of Carrier, 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 will be entitled to receive only that portion of its shipment remaining after deducting such Shipper's proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper showing the apportionment of any such loss.

Carrier operates under the TSA and these Rules and Regulations 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 expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

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**ITEM NO. 50****MEASUREMENT**

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Except as otherwise provided, Carrier shall not charge for metering Product upon receipt and delivery. Observed volumes of Product will 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.

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**ITEM NO. 55****MINIMUM SHIPMENT**

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Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline. Carrier will specify, on a non-discriminatory basis, the quantity to be delivered to Carrier from a single origin.

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**ITEM NO. 60****ORIGIN AND DESTINATION FACILITIES**

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Carrier shall accept Product only when Shipper has provided necessary facilities for receipt of Product into Carrier's pipelines and delivery of Product from Carrier's pipelines at pressures and pumping rates required by Carrier.

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**ITEM NO. 65      PAYMENT OF TRANSPORTATION AND OTHER CHARGES, LIEN FOR UNPAID CHARGES AND FINANCIALS ASSURANCES**

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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, unless otherwise specified on the 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 which 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 its 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 agents 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 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) withhold Product from delivery until all unpaid charges have been paid; (ii) refuse to provide Shipper access to Carrier's facilities or provide transportation services for Shipper's Product; (iii) 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 (iv) exercise any other rights or remedies under this tariff, any contract with Shipper or under applicable law or in equity; provided, however, 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, and 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; or
- (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.

Notwithstanding the foregoing, in the case of a Shipper that has executed a TSA, Carrier and Shipper may agree to specify in advance, in such TSA, other forms and amounts of security in addition to the requirements of this Item No. 65.

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**ITEM NO. 70****PIPEAGE CONTRACTS**

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Separate TSAs in accordance with this tariff, and these regulations covering further details, may be required by Carrier before any duty for transportation arises.

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**ITEM NO. 75      PRODUCT DELIVERABILITY REQUIREMENTS AND TESTING**

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

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Product to be transported in Carrier's facilities. 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 Carrier's test, the latter will prevail.



If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Product that does not meet Carrier's Product specifications or that is not good merchantable Product as set forth above, 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 [U] 104 cents per Barrel penalty charge.

In addition to Shipper's obligation to deliver Product meeting Carrier's specifications, and Carrier's right to dispose of off-specification Products 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, liabilities, or damages of any kind or nature whatsoever (including reasonable attorney's fees and court costs associated therewith), excluding any consequential, incidental, or punitive damages, or loss of profits or revenues (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, Losses to Carrier's property, the property of others (including other Shippers), or treating or blending fees.

Each party is fully responsible for its gross negligence and willful misconduct.

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**ITEM NO. 80****PRORATION OF PIPELINE CAPACITY**

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When there is offered to Carrier Product quantities greater than can be transported between origins and destinations, Carrier shall accept and transport, during such period, only that portion of each good-faith offer to ship that Carrier determines to be equitable to all Shippers, having regard to the operating conditions of the pipeline system, as determined by Carrier, in accordance with the following allocation procedures:

- a. 90% of the available capacity will be allocated by Carrier, to all Shippers, other than new Shippers, on the following basis:
  - a. Capacity will be allocated first to those Contract Shippers with Anchor Shipper Firm Service status with an individual Contract Shipper's entitlement based on the Shipper's Contract Volume applicable to the allocation period.
  - b. Capacity will next be allocated to Shippers other than new Shippers, including Contract Shippers that do not qualify for Anchor Shipper Firm Service and those Shippers that have transported volumes during a historical period.
- b. The remaining 10% of the available capacity will be allocated on a pro rata basis to new Shippers. For the purposes of this Item No. 80, new Shippers are defined as those Shippers that are not Contract Shippers and that, along with any Affiliates thereof, have not transported volumes during historical periods. Any new Shipper will not be allocated more than 1% of the available capacity. If the aggregate Nominated volumes by new Shippers are less than 10% of the available capacity of the pipeline system, each new Shipper will be allocated its Nominated volume, and the remaining available capacity will be allocated to historical Shippers.



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**ITEM NO. 95****STORAGE**

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Subject to a merchant storage program offered separately to all Shippers on a non-discriminatory basis, Carrier does not hold itself out to provide storage of Shipper's Product at origin, destination, or intermediate points.

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**ITEM NO. 100****TRANSPORTATION INVENTORY**

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Quantities of Product received into Carrier's custody for transportation to Shipper's nominated destination will constitute Shipper's transportation inventory prior to delivery. If Product cannot be accepted by the nominated destination through no fault of the Carrier, undelivered quantities will be returned to Shipper's holding (storage) inventory.

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**ITEM NO. 105****ROUTE DIRECTORY**

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Rates in this tariff apply via all routes made by use of the line of Carrier.

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**RATES**

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**ITEM NO. 200****GENERAL COMMODITY RATES**

(Rates in Dollars per Barrel)

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<b>ORIGIN</b>	<b>DESTINATION</b>	<b>RATE*</b>
<b>Mont Belvieu (Chambers County), Texas</b>	<b>Total Port Arthur (Jefferson County), Texas</b>	<b>[I] \$1.2040</b>

*\*Incentive rates are available to Shippers who enter into a TSA with Carrier.*

## **EXPLANATION OF REFERENCE MARKS**

- [I] Increased Rate
- [U] Unchanged Rate