

This tariff has been filed with the Texas Railroad Commission for the information of Carrier's shippers and potential shippers. This filing does not constitute submission to the jurisdiction of the Commission under Chapter 111 of the Natural Resources Code.

Texas Intrastate No. 87
(Cancels Texas Intrastate No. 81)

TE PRODUCTS PIPELINE COMPANY, LLC

[N] JOINT AND LOCAL PIPELINE TARIFF
FOR
VOLUME INCENTIVE RATES
[N] AND NON-INCENTIVE RATES
In Connection With
Martin Operating Partnership, L.P.

Applying on the Transportation of

NATURAL GASOLINE

Transported By Pipeline

FROM ORIGIN AT
MONT BELVIEU, TEXAS

TO DESTINATION AT
BEAUMONT, TEXAS

RECEIVED
RRC OF TEXAS
JUL 27 2010
SAFETY DIVISION
AUSTIN, TEXAS

All rates published in this Tariff are for the intrastate transportation of Products through the pipelines of TE Products Pipeline Company, LLC ("TEPPCO") within the State of Texas, being expressed in cents-per-Barrel of 42 U.S. Gallons, are subject to change as may be provided by law and are governed by the provisions found under the General Rules & Regulations herein.

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

EFFECTIVE August 1, 2010

[C] ISSUED BY

Samuel N. Brown
Vice President
TEPPCO GP, Inc.

SOLE MANAGER OF

TE PRODUCTS PIPELINE COMPANY, LLC
1100 Louisiana Street, Suite 1600
Houston, Texas 77002-5227
(713) 381-4785

[W] ISSUED and COMPILED BY

Andrew Hill, Jr.
Director, Tariffs & Ratemaking
[C] TEPPCO GP, Inc.

[C] SOLE MANAGER OF

TE PRODUCTS PIPELINE COMPANY, LLC
1100 Louisiana Street, Suite [W] 1600 1000
Houston, Texas 77002-5227
(713) 381-3988

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SECTION A

GENERAL RULES & REGULATIONS

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

ITEM NO. 5

A List of Definitions

Agreement	Refers to the transportation agreement between Shipper and Carrier.
Agreement Period	Refers to the period beginning on the Commencement Date or any anniversary thereof and ending 365 or, if applicable, 366 days later.
Agreement Term	Refers to seven (7) consecutive Agreement Periods.
Barrels	Refers to 42 United States standard gallons at 60 degrees Fahrenheit.
[N] <u>Batch</u>	<u>A quantity of Product handled through Carrier pipeline facilities as a unit.</u>
Carrier	TEPPCO [N] <u>and other pipelines participating herein.</u>
Commencement Date	The date established pursuant to the Agreement.
Consignee(s)	The Party or Parties to whom a Shipper has ordered the delivery of Product.
Daily Minimum Volume	Represents one thousand three hundred seventy (1,370) Barrels of Product.
Deficiency Charge(s)	Charges assessed against Shipper resulting from Shipper not satisfying the Minimum Monthly Contract Volume requirements as set forth in Item No. 10 of this Tariff pursuant to the terms and conditions of the Agreement.
Deficient or Deficiency Volume	Refers to the Volume difference in Barrels between the applicable Minimum Contract Volume of Product actually shipped by Shipper(s), provided such actual Volume is less than the Minimum Contract Volume.
Destination	Refers to Beaumont, Texas.
Minimum Contract Volume	Represents one million (1,000,000) Barrels of Product that Shipper, subject to the terms of the Agreement, agrees to ship from the Origin through Carrier's pipeline to the Destination during the first two (2) Agreement Periods.
Month	Represents the period beginning at 12:00 a.m. (midnight) local Houston, Texas time on the first day of a calendar month and ending 12:00 a.m. (midnight) local Houston, Texas time on the last day of the same calendar month.
Natural Gasoline	Refers to fungible natural gasoline falling within the specifications referenced in Item No. 45.
Origin	Refers to TEPPCO's facilities at Mont Belvieu, Texas.
Party or Parties	Shall mean Carrier, Shipper or Consignee, as applicable.
Prepaid Rate	Represents [D] sixty eight and three tenths cents (68.30¢) <u>sixty-seven and two hundredths cents (67.02¢)</u> per Barrel.

GENERAL RULES & REGULATIONS (Continued)

Prepaid Transportation	Represents Deficiency Charges to be credited to Shipper's account.
Product(s)	Refers to Natural Gasoline falling within specifications referenced in Item No. 45 of this Tariff.
[N] Tender Deductions	<u>Refers to the deduction to delivered Volumes as set forth in Item No. 25 of this Tariff.</u>
Shipment(s)	Represents the transportation of Product under the terms and conditions of this Tariff.
Shipper(s)	The Party or Parties who transport Product under this Tariff who have not entered into an Agreement.
[C] Tariff	Unless otherwise indicated, the term Tariff means this Texas Intrastate No. 81, supplements thereto and successive issues thereof.
TEPPCO Fungible Specifications	Shall have the meaning as set forth in Item No. 45.
Transportation Charge(s)	Refers to the rate set forth in Section B of this tariff.
Volume	Represents the aggregate quantity of Product transported or caused to be transported for a Shipper pursuant to the terms of this Tariff.

ITEM NO. 10

Application of Volume Incentive Program

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

Shipper shall ship or cause to be shipped over the pipeline from the Origin to the Destination the Minimum Contract Volume of One Million (1,000,000) Barrels of Product. If the Volume of Product shipped by Shipper from the Origin to the Destination during the first two (2) Agreement Periods is less than the Minimum Contract Volume, Shipper shall pay Carrier, within fifteen (15) days after the end of the second Agreement Period, a Deficiency Charge amount equal to the difference between the Minimum Contract Volume and the Deficient Volume times [D] ~~sixty eight and three tenths cents (68.30¢)~~ sixty-seven and two hundredths cents (67.02¢) per Barrel.

Any Deficiency Charge paid by Shipper shall be considered as Prepaid Transportation, shall not bear interest, and shall be credited at the Prepaid Rate per Barrel rate to Shipper against Transportation Charges on Product delivered to Shipper at the Destination in the next Agreement Period after the Minimum Contract Volume has been delivered.

After the second Agreement Period, Shipper shall ship over the pipeline from the Origin to the Destination, the Daily Minimum Volume of One Thousand Three Hundred Seventy (1,370) Barrels of Product. If the average daily volume of Product shipped over the pipeline for any two (2) consecutive calendar quarters, which commence after the second Agreement Period, falls below the Daily Minimum Volume, Carrier may terminate the Agreement by providing Shipper with ninety (90) days' written notice of termination. Carrier's right to terminate the Agreement shall be Carrier's sole remedy for Shipper's default in shipping its minimum volume obligation.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 15

Claims. Time for Filing

As a condition precedent to recovery, suits and arbitration proceedings must be instituted against Carrier within two (2) years and one (1) day from the day that notice in writing is given by Carrier to Shipper that Carrier has disallowed or otherwise modified the claim or any part or parts thereof specified in writing.

Where claims for loss or damage are not filed or suits or arbitration proceedings are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid, and Carrier shall not be liable therefor.

ITEM NO. 20

Liability of Carrier

IN THE EVENT OF ANY LOSS OF OR DAMAGE TO THE PRODUCT WHILE BEING TRANSPORTED HEREUNDER BY CARRIER, CARRIER SHALL, AT ITS OPTION, (i) REPLACE SUCH PRODUCT IN KIND; OR (ii) MAKE APPROPRIATE REIMBURSEMENT THEREFOR TO SHIPPER BASED ON THE MONTHLY AVERAGE OF PLATT'S OILGRAM PRICE SERVICES'S PUBLISHED POSTINGS FOR U.S. GULF COAST PRICES FOR PRODUCT (OR ANY OTHER MUTUALLY AGREEABLE PUBLICATION) FOR THE MONTH DURING WHICH SUCH LOSS OR DAMAGE OCCURRED; PROVIDED, HOWEVER THAT CARRIER SHALL IN NO EVENT HAVE ANY OTHER CARRIER SHALL IN NO EVENT HAVE ANY OTHER OR ADDITIONAL LIABILITIES TO SHIPPER FOR COMPENSATORY, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES TO PRODUCT REGARDLESS OF HOW ANY LOSS OR DAMAGES OCCURS, INCLUDING LOSS OR DAMAGE DUE TO CARRIER'S SOLE, JOINT OR COMPARATIVE NEGLIGENCE. THE AFORESAID ADJUSTMENTS FOR LOSS OF OR DAMAGE TO PRODUCT SHALL BE SHIPPER'S EXCLUSIVE REMEDY THEREFOR AND SHALL BE MADE BY CARRIER NO LATER THAT SIX (6) MONTHS FOLLOWING THE MONTH IN WHICH SUCH LOSS OR DAMAGE OCCURRED.

ITEM NO. 25

Measurement and Inspection

The Volume of Product received at the Origin 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 origin or at the Destination. Any additional testing or sampling requested by Shipper shall be done by Carrier, and all costs and expenses associated with such shall be reimbursed to Carrier by Shipper.

[N] A deduction of two tenths of one percent (.2 of 1%) (the Tender Deduction) will be made to cover evaporation, interface losses, and other normal Product losses during transportation.

[C] ITEM NO. 30

[Reserved for Future Use]

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 35

Payment of Transportation and Other Charges

The Transportation Charges and all other charges accruing on Products accepted for transportation under this Tariff shall be based on the applicable rates contained in this Tariff.

Carrier may require that all payments to Carrier for services pertaining to the transportation of Products be wire transferred in accordance with the instructions on the Carrier's invoice to Shipper [C] and ~~Carrier's published payment policy.~~

In the event Carrier determines that the financial condition of a Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines it is necessary to obtain security from a Shipper, Carrier, upon notice to Shipper, will require any of the following prior to Carrier's delivery of Shipper's Products in Carrier's possession or prior to Carrier's acceptance of Shipper's Products: (1) prepayment of all charges by wire transfer and shall be held by the Carrier without interest accruing thereon until credited to the Shipper, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges, and in a form, and from a third party acceptable to Carrier. In the event Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

Carrier shall have a lien on all Products in its possession belonging to Shipper to secure the payment of charges due by said Shipper and may withhold such Products from delivery until all of such unpaid charges shall have been paid. If such charges shall remain unpaid for ten (10) days after notice of readiness to deliver, or if Shipper has less than five thousand (5,000) gallons of Products in Carrier's pipeline system which Shipper fails to remove after ten (10) days' notice from Carrier, Carrier shall have the right to sell said Products at public or private sale. Carrier may be a bidder and purchaser at such sale. From the proceeds of such sale, Carrier may pay itself all charges lawfully accruing and all expenses of such sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

ITEM NO. 40

Place of Receipt and Delivery

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

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

ITEM NO. 45

Product Acceptable

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, "TEPPCO 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 modification or changes in Carrier's published Product specifications shall constitute an amendment to TEPPCO Fungible Specifications and deemed a part hereof for all purposes. Unless otherwise previously agreed to, in writing, by the Shipper and Carrier, Shipper shall be solely responsible for and accept, without cost to Carrier, all interface material generated by transportation of Product under tariff.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 46 *Product Involved In Litigation or Encumbered*

Carrier shall have the right to reject any Products, when offered for transportation, that may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by lien or charge of any kind, and Carrier may require of Shipper satisfactory evidence of perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all losses.

ITEM NO. 48 *Proration of Pipeline Capacity*

When quantities of Product greater than can be transported are offered to Carrier for Shipment through Carrier's facilities, Carrier shall allocate available transportation on an equitable basis to all Shippers pursuant to Carrier's Proration Policy, entitled TEPPCO Refined Products Proration Policy, dated [W] ~~June 30, 2007~~ May 14, 2010.

ITEM NO. 49 *Separate Pipeline Agreements*

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

ITEM NO. 50 *Tax Registration*

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

ITEM NO. 52 *Tenders*

Carrier shall not be obligated to accept tenders for transportation of Products during any calendar month unless the Shipper shall, on or before the fifth day of the preceding calendar month, notify the Carrier in the Transport 4 ® website (www.transport4.com) or any other form of communication reasonably requested by Shipper which can be accommodated by the Carrier, of the quantity of such Product which it desires to deliver at origin.

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

ITEM NO. 55 *Title of Product*

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

SECTION B

RATES	
ITEM NO. 60	Destination
Origin	Beaumont (Jefferson Co., TX)
Mont Belvieu (Chambers Co., TX)	<i>Volume Incentive Rates In Cents-per-bbl.</i>
	[D] 67.02¢
RATES	
[N] ITEM NO. 70	Destination
Origin	[N] Beaumont (Jefferson Co., TX)
[N] Mont Belvieu (Chambers Co., TX)	<i>Non-Incentive Rates In Cents-per-bbl.</i>
	[N] 95.00¢

SECTION C

ROUTE DIRECTORY: Rates in Tariff apply via all routes made by use of the lines of TEPPCO.

<i>Explanation of Abbreviations</i>	
Bbl.	Barrel
BTU	British Thermal Unit
Co.	County
No.	Number
%	Percent
[N] MARTIN	<u>Martin Operating Partnership, L.P.</u>
TEPPCO	TE Products Pipeline Company, LLC
¢	Cents
§	Section

<i>Explanation of Reference Marks</i>	
[C]	Cancelled.
[D]	Decrease.
[N]	New.
[W]	Change in wording only.