UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Enterprise TE Products Pipeline Company, LLC) Docket No. IS14-___-000

REQUEST FOR EMERGENCY RELIEF
AND EXPEDITED CONSIDERATION
OF WAIVER OF PRORATION POLICY

The National Propane Gas Association ("NPGA") and the NPGA members and shippers set forth below request that the Federal Energy Regulatory Commission ("Commission") exercise its emergency powers pursuant to Section 1(15) of the Interstate Commerce Act ("ICA"), 49 U.S.C. App. § 1(15) to allow, or if necessary direct, Enterprise TE Products Pipeline Company LLC ("Enterprise TE") to temporarily provide priority treatment to propane shipments from Mont Belvieu, Texas to locations in the Midwest and Northeast. Due to unique weather and other circumstances beyond the control of shippers, propane supplies throughout the country, particularly the Midwest and Northeast, have reached dangerously low levels. While Enterprise TE provides a direct route from Mont Belvieu to propane storage facilities in the Midwest and Northeast, the current state of proration on Enterprise TE limits the ability of propane shippers to deliver much needed supplies to these areas. Enterprise TE transports under FERC Tariff No. 55.34.00 (refined products) and No. 54.27.00 (NGLs) (both contained in Attachment 1 hereto).

At the request of NPGA and is members, Enterprise TE has taken certain steps to facilitate deliveries of propane on its pipeline, but it cannot ensure sufficient supplies will reach these areas under its current proration policy. While its proration policy allows Enterprise TE to implement alternative allocation procedure in a "generally recognized emergency," uncertainty remains about how far Enterprise TE can go toward providing propane shippers with priority access to its pipeline. Commission authorization and/or direction to take further action to temporarily prioritize propane shipments would eliminate this uncertainty and ensure that propane reaches the markets where it is immediately needed. NPGA and the undersigned Enterprise TE shippers therefore request that the Commission (1) confirm that an emergency exists with respect to propane supplies in the Midwest and Northeast and that Enterprise TE is authorized to temporarily modify its proration procedures to help alleviate this emergency, and (2) exercise its powers under Section 1(15) of the ICA to direct Enterprise TE to immediately exercise this authority and give priority in transportation to propane in the amount up to 75,000 barrels per day ("bbls/day") through the first week of March 2014 or such time as the emergency is resolved.

I. THE PROPANE EMERGENCY IN THE MIDWEST AND NORTHEAST

Several regions of the United States are currently experiencing a propane supply emergency that threatens to leave residents without the fuel necessary to heat their homes and to keep their livestock and poultry barns warm. Propane supplies in the Midwest have been at their lowest levels since the U.S. Energy Information Administration ("EIA") began keeping data in 1993. *See* Eliot Caroom and Nareen S. Malik, "Midwest Propane Prices Push Record as Pipelines Can't Catch Up," Bloomberg, Jan. 22, 2014 ("Bloomberg" Attachment 2); EIA, This Week in Petroleum, "Midwest propane markets tighten further on cold weather," Jan. 15, 2014 ("EIA, Jan. 15," Attachment 3 hereto). Demand for propane, however, is high and increasing, as evidenced by a reversal in the differentials between spot propane prices in Conway, Kansas and Mont Belvieu, Texas. Whereas at this time last year, propane was offered in Conway at a 2.8 cent discount to

Mont Belvieu prices, Conway prices recently showed a 96.62 cent premium over Mont Belvieu – the highest premium for Conway propane since at least 2001. *See* Bloomberg (Attachment 2).

This shortage of supply has caused prices for residential propane to skyrocket over the past several weeks. According to EIA, "the average residential propane price jumped by $1.05 per gallon . . . to $4.01 per gallon, almost $1.72 per gallon higher than the same period last year." EIA, This Week in Petroleum, "Northeast sees hikes in heating oil demand, prices," Jan. 29, 2014 ("EIA, Jan. 29," Attachment 4). EIA notes that "[t]his is the largest single weekly increase since the survey began in 1990." *Id*. Spot prices at Conway, KS reached $5.00 per gallon on January 24, exceeding the previous record price by $2.00 per gallon. Department of Homeland Security, Integrated Analysis Task Force, IIA Update 1: Propane Supply Issues in the United States at 5 (Jan. 28, 2014) ("DHS Report," Attachment 5 hereto). As a result of these rising prices, "some States have begun providing emergency heating assistance to residents unable to afford the rising fuel costs." *Id.* at 6.

The current shortage is a result of numerous factors. Most directly, severe winter weather in December and January followed immediately after a strong crop-drying season. EIA, Jan 15 (Attachment 3). As the EIA explains, a "late-2013 corn harvest, along with cold, wet weather, resulted in strong demand for propane at distribution terminals in the Upper Midwest." *Id*. Whereas suppliers usually have some time to replenish stocks between crop drying season and peak demand for home heating, the brief time between the harvest and the onset of cold weather eliminated the recovery period this year, leaving supplies critically short. Further, post-harvest replenishment was complicated by logistical problems. The Cochin Pipeline, which delivers propane from Alberta to the Upper Midwest, was out of service for maintenance from late November until December 20, and there were multiple rail disruptions. EIA, Jan 15 (Attachment 3).

Additionally, there has been a general shift in transportation patterns for propane. As spot propane prices in Mont Belvieu have exceeded those in Conway, Kansas in the past years, less propane has shipped from the Gulf Coast into the Midwest. EIA, Jan 15 (Attachment 3); *see also* EIA, This Week in Petroleum, "New production sources change domestic propane flows," Oct. 2, 2013 (Attachment 6 hereto). This shift has not only diminished propane supplies in the Midwest and Northeast, but it has left propane shippers with less history on northbound pipelines such as Enterprise TE to rely on in times of shortage and proration.

The end result is that multiple terminals in the Midwest and Northeast are out of propane, will be out soon, or will not be able to keep up with demand absent additional propane volumes including Marysville (DCP) in Michigan; Lima Cavern (Husky) and Todhunter (Enterprise) in Ohio; and Bath (Crestwood), Hartford Mills (Enterprise), and Watkins Glen (Enterprise) in New York. *See* Verified Statement of National Propane Gas Association In Support of Request for Emergency Relief at P 2 ("NPGA Verified Statement," Attachment 7 hereto). Midwest suppliers and retailers have resorted to trucking propane from distant terminals such as the Apex, NC terminal of the Dixie Pipeline and Mont Belvieu. "LPG UPDATE: Enterprise to Place Dixie Pipeline's Apex Terminal on Allocation," Jan. 24, 2014 (Attachment 8 hereto); *see also* DHS Report at 4 (explaining that states outside the Midwest and Northeast "have . . . seen an increase in out-of-State trucks purchasing propane for shipment to the Midwest and Northeast") (Attachment 5).

To allow for these more distant deliveries, the Department of Transportation has issued Regional Emergency Declarations for 3 regions covering 35 states. DHS Report at 4 (Attachment 5). These declarations allow HAZMAT drivers to work longer hours and exceed the normal limits on driving time. Additionally, state-specific requirements have been waived "to provide greater flexibility and increase the number of drivers available." *Id*. Despite these steps, propane supplies remain inadequate and prices are at elevated levels.

There is no question that additional propane is desperately needed in the Midwest and Northeast. There are, however, few options for providing such supplies. As the Department of Homeland Security reports, "[t]here are a limited number of transport and delivery trucks . . . and limited railway capacity . . . transporting propane to and from . . . bulk storage and distribution terminals." DHS Report at 4 (Attachment 5). The trucking network is already operating well beyond its normal capacity. Additionally, while the Cochin pipeline has returned to service, it is currently operating under capacity due to limited propane supply in Western Canada. *See* Bloomberg (Attachment 2). The primary remaining option for increasing supply to these markets is Enterprise TE.

Enterprise TE's pipeline system originates in Mont Belvieu, Texas, where there are adequate supplies of propane, and transports propane and refined products north to destinations and storage facilities in the Midwest and Northeast. Each of the terminals at Marysville (DCP) in Michigan; Lima Cavern (Husky) and Todhunter (Enterprise) in Ohio; and Bath (Crestwood), Hartford Mills (Enterprise), and Watkins Glen (Enterprise) in New York is either served by Enterprise TE or can be supplied with propane through shipments on Enterprise TE to nearby locations. NPGA Verified Statement at P 2 (Attachment 7). As such, Enterprise TE is ideally positioned to deliver propane to the communities most in need.

Additionally, supplying these locations with propane from Mont Belvieu via Enterprise TE would relieve pressure on the propane stocks in Conway, Kansas. Propane at Conway, KS, which is served by Mid-America pipeline, is currently being diverted to the Indiana market. *Id.* at P 3. This market could be effectively served by Enterprise TE, providing an alternative to Conway and reducing the pricing and supply pressure there. *Id.* at P 3.

In fact, last Friday ONEOK NGL Pipeline, L.L.C. ("ONEOK") filed to reverse a line into Conway, Kansas to address the propane shortage, stating in its FERC filing:

> Due to unprecedented propane market conditions, F.E.R.C. Tariff No. 12.4.0 is being filed to add language to Item No. 110 – Non-Volume Local Pipeline Tariff Rate Applicable to Transportation of Product on North Line No. 5 and Item No. 115 – Volume Commitment Incentive Program – Applicable to North Line 5, which states that when operating circumstances permit, Carrier may reverse the direction of flow from South to North. By allowing the reversal movement, ONEOK is enabling ONEOK's Medford, Oklahoma facilities to increase the volume of propane barrels being shipped into the Conway, Kansas market.

ONEOK NGL Pipeline, L.L.C., FERC Docket No. IS14-170-000 (Jan. 31, 2014).

Unfortunately, Enterprise TE has been allocated for the past several months, and absent some change in policy, there is insufficient capacity on the pipeline to transport the volumes of propane needed in the Midwest and Northeast. As it takes 2 to 3 weeks for propane to travel from Mont Belvieu to storage facilities in the Midwest and Northeast via Enterprise TE, additional supplies of propane must begin flowing immediately to avoid critical shortages at the end of February. Unless the allocation policies on Enterprise TE are modified to immediately allow more propane to flow, propane will not reach the Midwest and Northeast in time to avoid further critical disruptions and consequences.

As unseasonably cold weather is forecast to continue for the next several weeks, "[l]ittle relief is expected for the States experiencing propane shortages." DHS Report at 1 (Attachment 5). Existing stocks are simply too low to meet demand through February. Some companies have already resorted to "short-filling" customer tanks rather than filling tanks to capacity, forcing customers to limit their consumption. *Id.* at 5. Affected states have even begun to "curtail propane deliveries to municipal and commercial facilities, as residential deliveries take priority." *Id.* It is therefore essential that the Commission immediately exercise its authority to allow more propane to flow on Enterprise TE to meet this critical need.

II. RELIEF REQUESTED

A. Direct Enterprise TE to Provide Propane Transportation

NPGA requests that the Commission direct Enterprise TE to provide up to 75,000 bbls/day of capacity to propane shipments on a priority basis beginning immediately and extending through the first week of March 2014. To accommodate this priority transportation, the Commission should direct Enterprise TE to temporarily suspend the 81,000 bbls/day it reserves on a firm basis for contract shippers of diluent with minimum volume commitments. *See* Enterprise TE Proration Policy dated October 18, 2013 ("Proration Policy") at §1.k (Attachment 9 hereto). In essence, propane would replace diluent as the priority product shipped on Enterprise TE during this time period. NPGA suggests that replacing diluent in this manner would allow essential propane supplies to reach Midwest and Northeast markets with the least amount of disruption to the transportation of other necessary refined products such as motor gasoline. While NPGA believes that Enterprise TE's Proration Policy provides sufficient authority for Enterprise TE to take this action unilaterally, Enterprise TE has to this date been hesitant to do so without the certainty that a Commission order would provide. Accordingly, NPGA asks that the Commission affirm that emergency conditions exist and that Enterprise TE has the authority to modify its allocation procedures to provide propane with priority. In addition to diluent, NPGA recognizes that motor gasoline is transported on Enterprise TE's system. NPGA wishes to make it clear that it does not want to interfere with or degrade motor gasoline service. In fact, to the extent that diluent is properly handled, the actions requested by NPGA should facilitate transportation of both propane and motor gasoline. NPGA further asks the Commission to exercise its authority under Section 1(15) of the ICA to direct Enterprise TE to exercise this authority and provide propane with priority transportation.

At the outset, NPGA also notes that an appropriate action may not mean cutting off diluent altogether. As the Commission knows, under Section 15(13) of the ICA shipper information is protected from disclosure without Commission approval and appropriate safeguards. As such, only the pipeline is in possession of information needed to resolve this matter. Accordingly, to the extent the Commission deems it necessary, NPGA hereby moves for the adoption of (1) a Protective Order in this docket, and (2) an order compelling the disclosure of information protected pursuant to § 15(13) of the ICA, 49 U.S.C. Section app. 15(13) (1988). The Protective Order is included as Attachment 10.[1]

B. Direct Enterprise TE's Affiliate to Reverse the ATEX Pipeline and Provide Propane Transportation on the Same

Historically, Enterprise TE's system consisted of two primary pipelines running in parallel – a 20" mainline and a 14/16" line. In 2013, Enterprise TE transferred the 14/16" line to its affiliate, Enterprise Liquids Pipeline LLC ("Enterprise Liquids"), with the intention of reversing the flow of the line from south-to-north to north-to-south. Whereas the 14/16" line previously transported NGLs, including propane, and refined products from the Gulf Coast to the Midwest and Northeast, the reversed pipeline, now known as the ATEX pipeline, would transport ethane in the opposite direction. The Commission approved the reversal of this pipeline through a Declaratory Order. *See Enterprise Liquids Pipeline LLC*, 142 FERC ¶ 61,087 (2013). However, this 14/16" line was only taken out of service on or about December 12, 2013 (Attachment 11 hereto).

If needed to accommodate the additional shipments of propane and otherwise maintain the status of refined petroleum products, including motor gasoline, the Commission could, as an adjunct to providing priority propane transportation, order Enterprise Liquids to put the ATEX line in service to transport propane from the Gulf

[1] The Protective Order included as Attachment 10 is based on the Office of Administrative Law Judge's Model Protective Order with several modifications. It is in the same form as that recently adopted in another proceeding involving Enterprise TE (Docket No. OR13-25-000). First, it adds a reference to Section 15(13) of the ICA to permit the production and receipt of confidential shipper information. Additionally, it allows the parties to designate as "Highly Confidential" information that is competitively sensitive, subject to the restrictions of ICA § 15(13), or a trade secret, and specifies that a more limited number of Reviewing Representatives are granted access to such "Highly Confidential" information. Further, the definition of "Protected Materials" (P 3.(b)(1)) has been modified to clarify that information aggregated in a manner that prevents the identification or disclosure of the information contained in or obtained from the designated materials is not itself considered protected materials. Finally, in Paragraph 13, the word "reflects" in the first sentence has been replaced with the phrase "would disclose" to clarify that briefs and other documents which discuss, but do not disclose, protected materials need not be filed under seal.

Coast. ONEOK NGL Pipeline, L.L.C. ("ONEOK") recently took a similar action, filing FERC Tariff No. 12.4.0 to allow ONEOK to reverse flows on its pipeline to "increase the volume of propane barrels being shipped into the Conway, Kansas market" in response to "unprecedented propane market conditions." Docket No. IS14-170-000, Transmittal Letter accompanying FERC Tariff No. 12.4.0 at 1 (Jan. 31, 2014). NPGA requests, if necessary, that the Commission exercise its authority under Section 1(15) of the ICA and direct ATEX to temporarily put the 14/16" ATEX pipeline in service to allow the south-to-north transportation of propane.

III. ENTERPRISE TE'S PRORATION POLICY PERMITS ENTERPRISE TE TO PROVIDE PRIORITY PROPANE TRANSPORTATION

Enterprise TE is currently allocated. Its proration policy provides that a portion of available capacity, up to a maximum of 81,000 bbls/day, is reserved on a firm basis for contract shippers of diluent with minimum volume commitments. *See* Proration Policy at §1.k. The rest of the available capacity is divided between Natural Gas Liquids (NGLs, including propane) and Refined Products (including diluent) shippers based on the relative proportion of each category of products shipped in the month for which proration applies the past two years. *Id.* at § 2.B. Due to the shift in transportation patterns for propane over the past several years, less propane has been transported from Mont Belvieu on Enterprise TE over the past two years, with a consequent reduction in the amount of available capacity allocated to propane by the proration policy after the reservation for diluent shippers. The result is that there is insufficient space on Enterprise TE to ship the quantities of propane currently needed to satisfy the emergency demand in the Midwest and Northeast.

Enterprise TE's proration policy states that Enterprise TE "may elect to allocate its Available Capacity on any equitable basis, in a manner different from this policy, during a generally recognized emergency period in order to alleviate the emergency conditions." Proration Policy at page 1. While the term "emergency period" is not defined in the policy, NPGA submits that the current propane shortage constitutes such an emergency. As the Commission allowed Enterprise TE's proration policy, including this language, to take effect in Docket No. IS14-9-000, Enterprise TE has the authority to temporarily suspend its normal proration procedures to give priority to propane shipments needed to relieve the supply crisis in the Midwest and Northeast.

NPGA believes that it would be equitable to give propane shipments priority over diluent shipments through the first week of March 2014 to help alleviate the emergency conditions. To avoid disruptions in the supply of motor gasoline and other refined products, Enterprise TE should implement this priority by suspending the current priority given to contract diluent shipments and providing up to 75,000 bbls/day of this capacity instead to propane shippers on a priority basis. This change will provide propane shippers with an additional 75,000 bbls/day of capacity that will not be subject to general proration (though it would still be prorated among individual propane shippers).

Providing priority to propane shipments in this manner would avoid any reductions in the capacity available to shippers of refined products, including motor gasoline. Because the capacity in question is already exempt from allocation, replacing diluent with propane should not affect the capacity allocated to refined products, including motor gasoline, generally. While capacity reserved for diluent will be reduced, this reduction is equitable in light of the emergency need for propane. Whereas propane is used for residential space heating, water heating, and cooking and poultry and livestock preservation and adequate supplies are essential to the public health and safety during the winter months, diluent is used primarily to aid in the transportation of heavy crude oil produced in Canada. Any temporary disruption or delay in diluent supplies will not harm the public to nearly the degree that a shortage of propane would and is. While a disruption of diluent supply could theoretically have an impact on heavy crude oil shipments, any disruption is likely to be minimal and have little short- or long-term impact on crude oil supplies in the United States. Not only are there replacement sources for diluent and crude oil available to refineries, but transportation of diluent on Enterprise TE is not critical to the transportation of heavy crude oil from Canada. Such shipments were being made well before Enterprise TE even began shipping diluent in September 2013. It is therefore unlikely that temporarily restricting the priority status given to diluent, which has only been in effect for 5 months, will cause any serious disruption to crude oil supplies. And there are other pipelines, including Explorer Pipeline Company and Enbridge Pipelines (Southern Lights) LLC, that are transporting diluent north to the Chicago area, and on to Canada.

NPGA has engaged, over the last several weeks, in discussions with Enterprise TE to attempt to discern whether providing priority transportation to propane would have any adverse consequences for shipments of motor gasoline, diluent, or other refined products. NPGA Verified Statement at P 4. While Enterprise TE has not provided information regarding the amount or nature of diluent or other shipments, it has indicated to NPGA that it has been in contact with shippers of these products. *Id*. Although Enterprise TE has raised general concerns about its ability to disrupt shipments of diluent, it has not raised any specific concerns or objections with NPGA or suggested that providing priority to propane transportation would cause significant disruption or unintended consequences. *Id*. In the absence of such objection, NPGA does not believe that implementing propane priority will cause undue harm to diluent shipments. And, it should not impact transportation of motor gasoline.

While NPGA believes any displacement of diluent shipments is justified to resolve the propane emergency, NPGA does not want to interfere with or degrade motor gasoline supply service. Further, to the extent NPGA's proposed solution would adversely impact diluent shipments, NPGA is open to working with the pipeline, the Commission, and diluent shippers to reach a mutually agreeable solution to enhance propane shipments. Based on the information currently available, however, NPGA does not believe any such disruptions will result. Accordingly, for the limited time requested, providing priority transportation to propane is fair, equitable, and in the public interest. NPGA therefore requests that the Commission affirm that an emergency condition exists which would permit Enterprise TE to modify its allocation policies to provide propane with priority service as described above.

NPGA notes that in response to concerns raised regarding Enterprise TE's request for a declaratory order approving the institution of priority diluent service in Docket No. OR13-20, Enterprise TE represented that providing priority diluent service would not adversely affect shipments of other products due to the ability to expand capacity on Enterprise TE's mainline "by offloading volumes onto the Centennial Pipeline, which Enterprise TE has historically done during periods of prorationing." *See* Docket No. OR13-20-000, Reply Comments of Enterprise TE Products Pipeline Company LLC

Regarding Petition for Declaratory Order at 13 (June 24, 2013). Enterprise TE represented that the use of Centennial would add "approximately 129,000 bbls/day of capacity." *Id*. NPGA understands, however, the Enterprise TE has not utilized this available capacity to address the current state of proration. Accordingly, by directing Enterprise TE to offload volumes onto Centennial to allow more propane to flow on the pipeline, the Commission could ensure propane would reach the markets where it is needed while minimizing disruptions to other products.

IV. EXERCISE OF COMMISSION'S AUTHORITY UNDER SECTION 1(15) OF THE ICA

To ensure that Enterprise TE exercises the authority provided by its Proration Policy, NPGA requests that the Commission exercise its authority under Section 1(15) of the ICA to direct Enterprise TE to provide propane with up to 75,000 bbls/day of priority transportation through the first week of March 2014 or until such time as the emergency conditions in the Midwest and Northeast have been relieved. Section 1(15) provides that:

> Whenever the Commission is of opinion that . . . congestion of traffic, or other emergency requiring immediate action exists in any section of the country, the Commission shall have . . . authority, either upon complaint or upon its own initiative without complaint, at once . . . . to give directions for preference or priority in transportation, embargoes, or movement of traffic under permits, at such time and for such periods as it may determine, and to modify, change, suspend, or annul them.

49 USC App. § 1(15). Section 1(15) further authorizes the Commission to issue such an order "without answer or other formal pleading by the interested carrier or carriers, and with or without notice, hearing, or the making or filing of a report." *Id*.

As discussed above, an emergency currently exists with respect to propane supplies in the Midwest and Northeast. Section 1(15) plainly authorizes the Commission to respond to this emergency by directing Enterprise TE to provide priority transportation to propane. NPGA requests that the Commission do so in the manner discussed in the previous section, by directing Enterprise TE to suspend the current priority given to contract diluent shipments and provide up to 75,000 bbls/day of this capacity to propane shipments instead. For the reasons previously stated, directing this priority service should not interfere with or degrade refined products (primarily motor gasoline) service, and any temporary disruption in diluent shipments is justified by the significant public interest in ensuring the Midwest and Northeast have adequate propane supplies over the winter.

Although not relying on Section 1(15), the Commission has previously approved changes in transportation service to resolve previous emergency conditions. *See Dixie Pipeline Company*, 125 FERC ¶ 61,083 at P 22 (2008) (waiving filing requirements and approving request to add NGL transportation service to resolve emergency conditions caused by hurricanes in the Gulf Coast area). In approving this service, the Commission dismissed the concerns of protesting parties who shipped other products, explaining that "the short-term inconvenience to them is outweighed by the public interest in assisting the Gulf Coast area in recovering from the damage to the energy facilities in that area." *Id*. The same rationale applies in the present case.

V. CONCLUSION

Immediate propane shipments on Enterprise TE are necessary to ensure the Midwest and Northeast will receive adequate supplies of propane to meet residential and agricultural heating needs this winter. Without Commission action, however, Enterprise TE believes that it lacks the certainty it needs to modify its allocation policies to allow these shipments to flow. For the reasons set forth above, NPGA respectfully requests that the Commission (1) issue, on an expedited basis, an order declaring that Enterprise TE has the authority to modify its allocation procedures to give priority to propane shipments in the amount of up to 75,000 bbls/day through the first week of March 2014 by eliminating the priority it currently provides contract diluent shipments, and direct Enterprise TE to exercise this authority, (2) exercise its authority under Section 1(15) of the ICA to direct Enterprise TE to provide this relief, and/or (3) provide any other equitable relief the Commission determines necessary to relieve the propane emergency.

Respectfully submitted,

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February 6, 2014

CERTIFICATE OF SERVICE

I hereby certify that I have served this day by email the foregoing document upon representatives of Enterprise TE Products Pipeline Company, LLC.

Dated at Washington, D.C. this 6th day of February 2014.

/s/ Matthew D. Field
Matthew D. Field

ATTACHMENT 1

FERC ICA OIL TARIFF

FERC No. 55.34.0
(cancels FERC No. 55.33.0)

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

LOCAL AND JOINT PIPELINE TARIFF
IN CONNECTION WITH WOOD RIVER PIPE LINES LLC
FOR
NON-INCENTIVE AND VOLUME INCENTIVE RATES

CONTAINING RULES & REGULATIONS GOVERNING

THE TRANSPORTATION AND HANDLING OF

DILUENT, PETROLEUM PRODUCTS

AND UNFINISHED GASOLINE

TRANSPORTED BY PIPELINE

FROM ORIGINS IN ARKANSAS, ILLINOIS, INDIANA, LOUISIANA AND TEXAS

TO DESTINATIONS IN ARKANSAS, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MISSOURI, OHIO, TENNESSEE AND TEXAS

[C] ~~The pipeline movements affected by the embargo have been cancelled as indicated in the tariff.~~

[C] ~~Issued on less than one (1) days' notice under the authority of 18 CFR § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.~~

[F1], [F2], [F3], and [F4] This tariff contains rates that are higher for shorter than longer distances over the same route. Such departure from the terms of the amended Fourth Section of the Interstate Commerce Act is permitted by authority of the Federal Energy Regulatory Commission, Fourth Section Applications dated March 14, 2003, May 14, 2010, March 21, 2011, and March 16, 2012 respectively, as indicated herein.

THE RATES NAMED IN THIS TARIFF ARE FILED IN COMPLIANCE WITH 18 CODE OF FEDERAL REGULATIONS § 342.3 (INDEXING) AND § 342.4(B) (MARKET-BASED) PURSUANT TO THE COMMISSION'S ORDER ON APPLICATION FOR MARKET POWER DETERMINATION, TE PRODUCTS PIPELINE COMPANY, L.P., DOCKET NO. OR99-6-000, ISSUED APRIL 25, 2001.

All rates in this tariff are expressed in cents-per-barrel of forty-two (42) U. S. gallons, are subject to change as provided by law and are governed by the provisions found under the General Rules & Regulations shown herein.

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

ISSUED	**December 23, 2013**	**EFFECTIVE**	**February 1, 2014**

ISSUED AND COMPILED BY
Diane A. Daniels
Enterprise TE Products Pipeline Company LLC
1100 Louisiana Street, Suite 1000
Houston, Texas 77002-5227
(713) 381-4751

ATTACHMENT 1

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ATTACHMENT 1

GENERAL RULES & REGULATIONS

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

ITEM NO. 5 A List of Definitions

Agreement	Refers to the transportation agreement that has been executed by any Shipper with the Carrier in order to qualify for specific volume incentive rates as set forth in Item Nos. 210 thru 230, and Item No. 340.
Agreement Period(s)	Refers to the period beginning on the Commencement Date or any anniversary thereof and ending 365 or, if applicable, 366 days later during the term of an Agreement.
Agreement Term	(a)With respect to the volume incentive rates set forth in Item No. 210, refers to ten (10) consecutive Agreement Periods. (b)With respect to the volume incentive rates set forth in Item No. 220, refers to the period beginning on the Commencement Date and continuing in effect for five (5) consecutive Agreement Periods. (c)With respect to the volume incentive rates set forth in Item No. 230, refers to the period beginning on the Commencement Date and continuing in effect for fifteen (15) consecutive Agreement Periods. (d)With respect to the volume incentive rates set forth in Item No. 340, refers to the period beginning on the Commencement Date and continuing in effect for ten (10) consecutive Agreement Periods.
Allowed Inventory	The amount of inventory of each Common Shipment, by grade, that a Shipper is allowed to keep in the System to meet its delivery requirements, in accordance with Item No. 40.
Average Inventory	The sum of a Shipper's end of day Common Shipment inventory, by grade, for each day during the Month divided by the total number of days in the Month.
Barrel(s)	Forty-two (42) United States Gallons at 60º F.
Batch	A quantity of a Product handled through Carrier's pipeline facilities as a unit.
Brand Shipment	A Shipment of Products of uniform quality having the same specifications, which Shipment, Shipper desires separate identity and segregation from a Common Shipment so as to receive, as nearly as reasonably practicable, the same Products as delivered.
Carrier	Refers to Enterprise TE Products Pipeline Company LLC ("Enterprise TE") and other pipelines participating herein.
Commencement Date	The date established pursuant to the Agreement.
Common Shipment	Any Shipment of Products not a Brand Shipment; Common Shipments may be commingled with other Products of similar quality and specifications in effect at time Product is tendered.
Contract Shipper	A Shipper that is party to an Agreement that was executed with Carrier pursuant to an open season for Diluent service, and which includes a Minimum Volume commitment for Diluent.
Diluent	A liquid hydrocarbon used to dilute heavy crude and having properties conforming to those specified for diluent in Item No. 80.
Excess Inventory Charge	The charge to Shipper for holding inventory in excess of its Allowed Inventory as provided in Item No. 40.
Excess Inventory Charge Rate	The rate of [U]One Dollar and twenty-six cents ($1.26) per Barrel used in Item No. 40 to determine the Excess Inventory Charges.
Minimum Volume	Represents the aggregate minimum quantity of Product(s) that Shipper guarantees to ship and take delivery of at destination during a designated time period which will allow that Shipper to qualify for specific volume incentive rates as set forth in Item Nos. 210 thru 230, and Item No. 340,

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 5 (Continued) — A List of Definitions

Month	Means a calendar month.
Petroleum Products	**Motor Fuels** -- Includes finished and subgrade gasoline grades subject to Item No. 80 of this tariff.
	Distillates -- Includes diesel fuel, ULSD and petroleum distillates subject to Item No. 80 of this tariff.
	Jet Fuel -- Refers to fungible Jet-A turbine fuel subject to Item No. 80 of this tariff.
Priority Service	The right not to be prorated to accommodate the nominations of Shippers (other than nominations of the Minimum Volumes of Contract Shippers) under ordinary operating conditions.
Product(s)	When mentioned in this tariff, represents individually and collectively, Diluent, Petroleum Products and Unfinished Gasoline.
Regular Capacity	Means pipeline capacity available.
Shipment(s)	Includes both Brand Shipment and Common Shipment transported under the terms and conditions of this tariff.
Shipper(s)	All shippers who transport Product under the terms and conditions of this tariff, with and without an Agreement.
Tender Deductions	Refers to the deduction to delivered volumes as set forth in Item No. 55 of this tariff.
ULSD	Includes ultra low sulfur diesel subject to Item No. 80 of this tariff.
Unfinished Gasoline	Subject to the approval of the Carrier, includes natural gasoline, condensate, raffinate, straight-run gasoline, naphtha and similar Products subject to Item No. 80 of this tariff.

ITEM NO. 10 — Application of Rates for Intermediate Points

For Shipments accepted for transportation from any origin not named in this tariff to a destination named in this tariff, the rate for such shipment shall be the rate specified herein from the closest named origin to such named destination to which such unnamed origin would be an intermediate point.

For Shipments accepted for transportation from an origin named in this tariff to any destination not named in this tariff, the rate for such shipment shall be the rate specified herein from the named origin to the closest named destination to which such unnamed destination would be an intermediate point.

For Shipments accepted for transportation, an origin not named in this tariff to a destination not named in this tariff, the rate for such shipment shall be the rate specified herein from the closest named origin to the closest named destination to which such unnamed origin and unnamed destination are intermediate points.

Carrier will file a tariff publication applicable to the transportation movement within thirty (30) days of the start of the service if the intermediate point is to be used on a continuous basis for more than thirty (30) days.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 20 Claims, Time for Filing

As a condition precedent to recovery, claims must be made in writing to Carrier within nine (9) Months after receipt of delivery of the Shipment, or in case of a failure to make delivery, then within nine (9) Months after a reasonable time for delivery has elapsed. Suit against Carrier must be instituted by Shipper or its consignee within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice.

Where claims for loss or damage are not filed or suits 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. 25 Facilities Required at Origins & Destinations

Shipments 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.

Carrier will not handle at any one point in time more than three (3) types or grades of Product at the McRae, Arkansas facilities for deliveries to destinations under this tariff, unless Carrier has sufficient facilities at McRae, Arkansas to accommodate more than three (3) types or grades of Product.

ITEM NO. 35 Identity of Shipments and Commingling

Except for Brand Shipments, Product transported through Carrier's facilities for Shippers will be intermixed with substantially similar Products and shall be subject to changes in quality and other characteristics as may result from such intermixing. Except for Brand Shipments, Shipper shall not be entitled to receive the same Product tendered by it to Carrier under this tariff.

Subject to the foregoing, Carrier will reasonably endeavor to maintain the identity of Brand Shipments of Products.

ITEM NO. 40 In System Inventory Allowed

In order to accommodate the needs of all Shippers and to keep the pipeline system from becoming congested, Carrier will limit the level of inventory of Common Shipments that each Shipper is allowed to maintain in the system pursuant to Carrier's then current publication, "In System Inventory Allowed Policy", dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

When an Excess Inventory Charge is to be assessed pursuant to Carrier's aforementioned "In System Inventory Allowed Policy", Shipper will be assessed an Excess Inventory Charge determined by multiplying the Excess Inventory Charge Rate times the difference between the Shipper's end of Month Average Inventory and the Shipper's Allowed Inventory.

ITEM NO. 45 Jet Fuel Filtration

Carrier does not warrant nor in any way represent to Shipper that Jet Fuel as delivered by Carrier is suitable or otherwise fit for use in the operation of any aircraft. Carrier disclaims any and all warranties, express, implied or statutory, as to the Jet Fuel including but not limited to its merchantability or fitness for a particular purpose. Shipper shall have the ultimate responsibility for the filtration of Jet Fuel and not Carrier. Furthermore, Shipper shall have complete responsibility to provide all necessary tankage and filter facilities to assure that Jet Fuel is suitable for aircraft consumption.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 50 Liability of Carrier

Carrier shall not be liable for any loss or delay of, or damage to Products in or formerly in its possession caused by an act of God, public enemy, quarantine, authority of law, strike, riot, fire, flood, or act or default of Shipper or consignee, or for any other cause not due to the sole negligence of Carrier, 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, the owner of the Products shall stand the loss without a right to recourse against Carrier. 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 shall not be liable for discoloration, commingling, contamination or deterioration of Product transported unless such discoloration, commingling, contamination or deterioration is caused by the sole negligence of Carrier. Normal commingling which occurs between Batches may be divided as equitably as practicable among Shippers participating in the Batches causing the commingling.

ITEM NO. 55 Measurement and Deductions

Quantities of Product received and delivered shall be determined by dynamic or static measurement methods in accordance with appropriate American Petroleum Institute (API) standards, latest revision, and adjusted to base (reference or standard) conditions. The base conditions for the measurement of liquids having a vapor pressure equal to or less than atmospheric pressure at base temperature are as follows: pressure - 14.696 psia and temperature - 60º F. Shipper may have the privilege of being present or represented at the time of measurement.

Except as provided in Item No. 50 of this tariff, Carrier will be accountable for delivery at any destination, excluding Des Plaines, Illinois, of one hundred percent (100%) of the original Shipment tender to the origins.

Except as provided in Item No. 50 of this tariff, Carrier will be accountable for delivery at Des Plaines, Illinois of ninety-nine and nine tenths percent (99.9%) of the original Shipment tendered to the origins. A deduction of one-tenth of one percent (0.1%) (the Tender Deduction) will be made to cover evaporation and other normal Product losses during transportation.

Shipper shall be responsible for product downgrades and/or interfaces.

ITEM NO. 60 Minimum Consignment

The minimum consignment of five thousand (5,000) Barrels of one Batch may be delivered to any destination other than West Memphis, Arkansas and Memphis (WesPac Pipeline), Tennessee;

The minimum consignment of twenty-five thousand (25,000) Barrels of one Shipment may be delivered to West Memphis, Arkansas;

The minimum consignment of twenty-five thousand (25,000) Barrels of one Shipment may be delivered to Memphis (WesPac Pipeline), Tennessee; provided that delivery of such consignment does not result in reducing the continuing Shipment below ten thousand (10,000) Barrels for movements in Carrier’s 20" diameter pipeline or below ten thousand (10,000) Barrels for movements in Carrier’s 16" diameter pipeline.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 65 Minimum Shipment

Except for movements to the destinations at Arcadia, Louisiana, Jonesboro and North Little Rock, Arkansas, the minimum quantity of a Shipment which will be accepted at points of origin, other than the Hebert and Houston, Texas origins on the Colonial Pipeline System and Clermont, Indiana, by Carrier shall be fifty thousand (50,000) Barrels, provided, however:

a. Common Shipments will be accepted by Carrier in tender of not less than ten thousand (10,000) Barrels when the total of the tenders of a Common Shipment at one particular time will make a Batch of fifty thousand (50,000) Barrels or more of like characteristics at the point of origin;

b. To the extent compatible with the efficient and economic use and operation of Carrier's facilities and pursuant to Shipper's request, Brand Shipments will be accepted in tenders and moved in a Batch of not less than ten thousand (10,000) Barrels;

c. Shipper requesting a Brand Shipment shall be responsible for any commingling of Brand Shipments and Common Shipments resulting from the movement of such Batch; and

The minimum quantity of a Common Shipment which will be accepted at the Hebert and Houston, Texas origins on the Colonial Pipeline System shall be twenty-five thousand (25,000) Barrels. Brand Shipments will not be accepted at the Hebert and Houston, Texas origins on the Colonial Pipeline System.

The minimum quantity of Petroleum Products which will be accepted at Clermont, Indiana by Carrier is twenty thousand (20,000) Barrels, provided, however, that to the extent compatible with the efficient and economic use and operation of Carriers facilities and pursuant to Shipper’s request, Brand Shipment will be accepted in tenders and moved in a Batch of not less than ten thousand (10,000) Barrels. Shipper shall be responsible for any commingling of the Brand Shipments with Common Shipments resulting from the movement of such Batch.

For movements to the destinations at Arcadia, Louisiana, Jonesboro and North Little Rock, Arkansas, the minimum quantity of Shipment which will be accepted by Carrier at origin shall be ten thousand (10,000) Barrels.

ITEM NO. 70 Non-Compatible Product Handling

Shipper will be responsible for any Product that is delivered to Carrier at any origin that does not meet the certificate requirements as set forth in Item No. 135 (Testing). Carrier will elect one of the following options to handle the non-compatible Product: (1) Shipper will remove the non-compatible Product or (2) Shipper shall pay a penalty in the amount of [U]twenty (20¢) cents per gallon for reprocessing the non-compatible Product or 3) Shipper shall pay Carrier actual cost for the disposal plus handling and maintenance charges associated with the disposal of the non-compatible Product.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 75 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 other tariffs referencing 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.

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 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 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. 80 Product Acceptable

Carrier reserves the right to reject any Products under this tariff which would have a potential adverse effect on any Product Shipments or otherwise disrupt the efficient use of Carrier's facilities. Products tendered by Shipper pursuant to this tariff for movement as part of a Common Shipment shall meet the specifications for the individual Product as set forth in Carrier's then current product specification dated May 14, 2010, which shall be modified or substituted from time to time and at any time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

Subject to these General Rules & Regulations, Product as herein defined will be accepted for transportation at the origins at such time as Products of similar quality and specifications are currently being transported or Carrier is scheduling such Products for Shipment from such origins to destination in accordance with Carrier's sequence of pumping.

Products other than Diluent, which will be accepted hereunder are only those having an API Gravity of not less than 30º and not more than 90º, a vapor pressure of not more than 11 pounds per square inch absolute at the storing temperature, a temperature on receipt of not more than100º F, viscosity not greater than 40 seconds Saybolt Universal and a color not darker than 2.5 ASTM. Any blending components other than pure hydrocarbons must be approved by Carrier.

Diluent which will be accepted hereunder is that liquid hydrocarbon meeting Carrier's Product Specification for Diluent, as amended by Carrier from time to time.

Shippers requesting Product to be moved as a Brand Shipment may be required to furnish buffer material in reasonable amounts and quantities satisfactory to Carrier for Shipments of Products. When Shipper is required under this item to provide buffer material for the Shipments of Products, Shipper will pay the same rate for the transportation of such buffer material as is the tariff rate applicable to the transportation of the Products the buffer material is being utilized to buffer.

Shipper may be required by Carrier to inject oil-soluble corrosion inhibitors acceptable to Carrier in the Products to be transported. Carrier, for corrosion protection, may inject corrosion inhibitors, and Products containing such inhibitors shall be accepted by Shipper or consignee of Shipper at destination.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 85 Product Disposition If No Facilities Provided at Destination

In the event Shipper is unable to have Product delivered to it hereunder at destination, as a result of any cause, Carrier agrees to reasonably cooperate with Shipper with respect to Shipper's disposal of such Product in Carrier's facilities; provided, however, if Shipper fails to make provisions for such disposal, Carrier shall have the right, at Shipper's sole cost and expense and for Shipper's account, to dispose of any such Product at the best commercial price then available under existing circumstances in order to free Carrier's facilities.

Carrier shall not be liable to Shipper or its consignee because of such disposition, and Shipper or its consignee shall pay for all costs thereof, the same as if Shipper or its consignee had requested or authorized such disposition.

ITEM NO. 90 Product Involved In Litigation or Encumbered

Carrier shall have the right to reject any Product, when offered for transportation, which 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. 95 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 then current proration policy dated October 18, 2013. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

ITEM NO. 100 Reconsignment

If no out-of-line or back-haul movement is required, Shipper may, on forty-eight (48) hours' written notice to Carrier, and subject to (i) the applicable rate from point of origin to final destination, (ii) Carrier's pumping schedule and (iii) all other General Rules & Regulations herein, reconsign any Shipment or portion of any Shipment to destinations named in lawful tariffs applying on Products issued by or concurred in by Carrier, provided that such Product so reconsigned shall meet the applicable minimum consignment rules for such destination.

In the event Shipper or its consignee does not have adequate facilities available to receive Products from the line without delay at the time any Shipment or portion thereof arrives at a destination to which it is consigned, Carrier will reconsign said Shipment or any undelivered portion thereof to a destination where facilities are available to receive it and Carrier shall not be liable for any damage, loss in transit, or loss in storage which may occur by reason of such reconsignment. Such reconsignment shall have the same effect as though requested by Shipper and Shipper shall pay transportation charges and all other charges from point of origin to actual final destinations.

ITEM NO. 110 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 rise.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 125 **Tax Registration**

Shipper and its consignors and consignees shall be required to provide Carrier with proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies or assessments. Shipper and its consignors and consignees shall further be required to immediately notify Carrier of any changes in their registration or tax exemption status. Any tax, levy, assessment or other charge imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item No. 75.

ITEM NO. 130 **Tenders**

Contract Shipper, and all other shippers qualified to ship on Carrier's system, shall submit monthly nomination(s) (an "Initial Nomination") via the Transport4 system (or other system Carrier may identify in the future to provide similar function) on or before the fifth (5th) day of the month prior to the month of shipment, unless such day falls on the weekend or is a holiday, in which case the due date shall be the next business day following the weekend or holiday. Carrier shall not be obligated to accept tenders for transportation of Products during any Month unless the Shipper shall, on or before such due date, notify the Carrier of the quantity of such Product which it desires Carrier to receive at a particular valid origin (as identified among those listed in Carrier's then-current tariff(s)) and to deliver similar quantity to one or more particular valid pipeline destination(s) (as identified among those listed in Carrier's then-current tariff(s)). Contract Shipper's Initial Nomination eligible to be shipped at the Priority Service Rate is limited to the Contract Shipper's committed volume.

Carrier will notify Contract Shipper no later than five (5) days following the due date for nominations if the aggregate volumes validly nominated by all qualified pipeline shippers for shipment in the following month are projected to result in an allocation of capacity on Carrier's pipeline system.

Contract Shipper, upon receipt of notice from Carrier that allocation is expected for the flow month for which Contract Shipper has nominated volumes upon Carrier's system, shall notify Carrier in writing by no later than five (5) days following the date of Carrier's allocation notification of the proportion of its Initial Nomination for which it elects to call upon Priority Service.

Carrier shall notify Contract Shipper by no later than five (5) days following the date of Contract Shipper's notification of the final volumes accepted by Carrier for Priority Service.

Carrier will cease to accept nominations for the following services after June 1, 2013: (a) interstate transportation of Distillates in Item Nos. 210, 220 and 230 (Volume Incentive Rates) and Item No. 310 (Non-Incentive Rates) and (b) interstate transportation of Jet Fuel in Item No. 320 (Non-Incentive Rates) with the exception of Jet Fuel from Gulf Coast origins to Memphis (WesPac Pipeline). Carrier will continue to provide jet fuel service under its separate FERC Tariff No. 58.0.0 and reissues thereof from Lima, Ohio to the Cincinnati Airport. 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. 135 **Testing**

Shipper shall furnish Carrier with a certificate setting forth in detail specifications of each Shipment of Products offered for transportation under the this tariff, and Shipper shall be liable for any contamination or damage to other Products being transported, or to Carrier's pipeline or other facilities in the event the Products tendered and shipped include blending components other than pure hydrocarbons that have not been approved by Carrier, or substandard to the specifications stated in Shipper's certificate. Carrier may--but shall not be required to--sample and/or test any Shipment prior to acceptance or during receipt of Shipment, and in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail as to the specifications of Products received.

VOLUME INCENTIVE RATES (In Cents-per-bbl.) (Continued)

ITEM NO. 210

Incentive Rates for Jonesboro Destination
[U] All rates in this item are unchanged.

PRODUCT	DESTINATION	ORIGIN								
		Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	El Dorado (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Motor Fuel	Jonesboro (P) (Lawrence Co., AR)	155.57	152.86	123.18	176.19	158.31	155.57	161.03	152.60	158.31
Distillate		161.40	158.69	129.01	182.03	164.13	161.40	166.85	158.43	164.13

TERMS AND CONDITIONS

Rates, terms and conditions set forth in this item, supplements to and successive issues thereof will apply to Shipments of any Shipper agreeing in writing to have transported a volume of one million eight hundred twenty five thousand (1,825,000) Barrels of Petroleum Products (Minimum Volume), for an Agreement Period, from the origins to the destination for rates contained in this tariff, during the Agreement Term, counting from the effective date of the Agreement--subject to the following terms and conditions:

a) If at the end of such Agreement Period the volume of Petroleum Products shipped by Shipper is less than the Minimum Volume, Shipper shall pay Carrier within fifteen (15) days, [U]one dollar and twenty cents ($1.20) times the number of Barrels Shipper is deficient. Such amount will be considered by Carrier as prepaid transportation, shall not bear interest, and will be credited to Shipper at the rate of [U] sixty cents (60¢) per Barrel against transportation charges on future volumes of Petroleum Products that Shipper may elect to ship to such destination from such origins for a period of twelve (12) Months after the Agreement Term or until the prepaid transportation is fully credited to Shipper, whichever comes first. However, if Shipper elects to enter into a new shipment agreement under this tariff for the yearly period immediately following the Agreement Term, then the foregoing prepaid transportation shall be credited to Shipments under such agreement, but only after the Minimum Volume for such year has been shipped.

(b) If during an Agreement Period, Carrier is unable to transport all of the volume offered for Shipment by Shipper (within the limitations of the Agreement and this tariff) and Shipper thereby fails to comply with the Minimum Volume obligation, then such volume, which Carrier was unable to transport, shall be deemed to be shipped for the purpose of determining compliance by Shipper of its Minimum Volume obligation; provided that Shipper gives Carrier written notice within thirty (30) days after the end of the Agreement Period.

VOLUME INCENTIVE RATES (In Cents-per-bbl.) (Continued)

ITEM NO. 220

Incentive Rates for Memphis (Lion Oil Terminal) Destination
[U] All rates in this item are unchanged.

PRODUCT	DESTINATION	ORIGIN El Dorado (Union Co., AR)
Motor Fuel	Memphis (Lion Oil Terminal) (Shelby Co., TN)	113.7
Distillate		118.6
Unfinished Gasoline		137.6

TERMS AND CONDITIONS

Rates set forth in this item will apply to Shipments of Product of any Shipper that agrees to in writing to transport a Minimum Volume of four million (4,000,000) Barrels of Product during an Agreement Period, subject to the following rules and regulations:

a. If the volume of Product shipped by Shipper and delivered at destination during an Agreement Period is less than the Minimum Volume, Shipper shall pay to Carrier within fifteen (15) days after the end of the Agreement Period a deficiency charge of [U]seventy and five tenths cents (70.5¢) times the number of Barrels that Shipper is deficient. Any deficiency charge paid by Shipper shall be considered by Carrier as prepaid transportation, shall not bear interest, and will be credited to Shipper at the prepaid rate of [U]seventy and five tenths cents (70.5¢) per Barrel against transportation charges on Product delivered to Shipper at destination under and during the continuance of this Agreement in any future Agreement Period after the Minimum Volume has been received by Shipper at destination for such future Agreement Period.

b. Upon termination of the Agreement between Carrier and Shipper, any prepaid transportation remaining payable to Shipper under the provisions set forth in this item, shall not be reimbursable except that for a period not to exceed twelve (12) Months thereafter or any other period mutually agreed to by Carrier and Shipper, Shipper shall have the right to a credit of [U]seventy and five tenths cents (70.5¢) per Barrel against the then effective non-incentive rate for Product shipped by Shipper over Carrier's facilities from the origin to destination, as set forth in this tariff, as long as any of the prepaid transportation has not been utilized. Carrier shall be under no obligation to reimburse Shipper if Shipper should have any such prepaid transportation remaining at the expiration of twelve (12) Month period or any other period mutually agreed to by Carrier and Shipper. Furthermore, any such shipment of Product after termination of the Agreement shall be subject to the terms and conditions of the then effective non-incentive tariff relating to such transportation of Product from the origin to the destination.

VOLUME INCENTIVE RATES (In Cents-per-bbl.) (Continued)

ITEM NO. 230

Incentive Rates for Memphis (WesPac Pipeline) Destination
[I] All rates in this item are increased.

		ORIGIN							
PRODUCT	**DESTINATION**	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Motor Fuel, Distillate & Jet Fuel	Memphis (WesPac Pipeline) (Shelby Co., TN)	163.7	161.6	179.6	181.7	163.7	167.9	161.4	165.8

TERMS AND CONDITIONS

Rates set forth herein will apply to Shipments delivered to WesPac Pipeline at Memphis, Tennessee of Product of any Shipper that agrees to in writing to transport a total guaranteed volume obligation of eighty million four hundred and eighty one thousand (80,481,000) Barrels of Product for fifteen (15) successive Agreement Periods during an agreement term, subject to the following rules and regulations:

a. If the volume of Product shipped by Shipper and delivered at destination during an Agreement Period is less than the Minimum Volume as set forth in Table 1 below, Shipper shall pay to Carrier within thirty (30) days after the end of the Agreement Period a deficiency charge of [U]fifty cents (50¢) times the number of Barrels that Shipper is deficient. Any deficiency charge paid by Shipper shall be considered by Carrier as prepaid transportation, shall not bear interest, and will be credited to Shipper at the prepaid rate of [U] fifty cents (50¢) per Barrel against transportation charges on Product delivered to Shipper at destination under and during the continuance of this Agreement in any future Agreement after the Minimum Volume has been received by Shipper at destination for such future Agreement Period.

b. Upon termination of the Agreement between Carrier and Shipper, any prepaid transportation remaining payable to Shipper under the provisions set forth in paragraph a, shall not be reimbursable. Carrier shall be under no obligation to reimburse Shipper if Shipper should have any such prepaid transportation remaining at the expiration of Agreement. Furthermore, any such shipment of Product after termination of this Agreement shall be subject to the terms and conditions of any applicable tariff relating to such transportation of Product.

c. In the event Carrier is prevented from performing its obligation hereunder, due to a Force Majeure Event, the Minimum Volume obligation of Shipper shall abate in the same proportion as the inability of Carrier during the period of such Force Majeure. As used herein the terms “Force Majeure Event” and “Force Majeure” refers to, without limitation, acts of God; lockouts or other industrial disturbances; inability to obtain or delay in obtaining appropriate rights-of-way, permits, licenses, materials, supplies, or labor; acts of public enemy; wars; blockades; insurrection; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests; and restraints of governments and people; civil disturbances; explosions; breakage of or accidents to machinery; equipment or lines of pipe; freezing of lines of pipe; valid rules, regulations or orders of governments or governmental agencies; proration or allocation of any transportation of the Product; and other causes, whether of the same kind herein enumerated or otherwise, beyond the reasonable control of the party claiming such Force Majeure Event.

Shipper and Carrier shall enter into an Agreement prior to any delivery of Product under this tariff, which Agreement shall contain mutually acceptable and agreeable terms and conditions consistent with this tariff.

Table 1

Agreement Period(s)	**Minimum Volume**
	(Barrels)
1	4,927,000
2	5,037,000
3	5,146,000
4	5,256,000
5	5,365,000
6 thru 15	5,475,000

NON-INCENTIVE RATES (In Cents-per-bbl.)

ITEM NO. 300

Non-Incentive Rates for Motor Fuel

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN											
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	Creal Springs - Centennial Pipeline (P)(4) (Marion Co., IL)	El Dorado (3) (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur **(5)** (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Arcadia (P) (Bienville Parish, LA)	125.23	123.30	--	--	--	155.01	156.95	137.72	123.30	127.49	--	125.23
Beaumont - Centennial Pipeline (Jefferson Co., TX)	125.23	115.1	--	--	--	134.5	136.7	--	117.4	127.49	--	125.23
Cape Girardeau (Scott Co., MO)	[F4] 224.0	[F4] 210.5	--	[F4] 56.18	[F4]188.1	[F4] 229.8	[F4] 232.1	[F4] 223.4	[F4] 212.7	[F4] 224.0	[F4] 210.3	[F4] 224.0
Chicago (Cook Co., IL)	[F1] 188.8	[F1] 175.0	120.8	67.71	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Griffith (Lake Co., IN)	[F1] 188.8	[F1] 175.0	120.8	67.71	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Indianapolis (Hendricks Co., IN)	246.47	234.9	--	64.87	212.5	254.2	256.5	247.8	237.1	250.35	234.7	255.37
Jonesboro (P) (Lawrence Co., AR)	202.46	199.10	--	--	162.33	227.99	205.84	215.24	202.64	209.23	198.78	205.84
Memphis (Lion Oil Terminal) (Shelby Co., TN)	--	--	--	--	173.0	--	--	--	--	--	--	--
Memphis (WesPac Pipeline) (Shelby Co., TN)	216.8	203.3	--	--	--	222.6	224.9	216.2	205.5	216.8	203.1	216.8
Norris City (White Co., IL)	[F2]216.9	[F2]203.4	--	56.18	[F2]181.0	[F2]222.7	[F2]225.0	[F3] 216.3	[F2]205.6	[F2]216.9	[F2]203.2	[F2]216.9
North Little Rock (P) (Pulaski Co., AR)	170.02	167.86	--	--	138.20	203.19	205.52	184.00	167.86	172.19	167.32	170.02
Princeton (Gibson Co., IN)	[F2]218.5	[F2]205.0	--	56.90	[F2]182.6	[F2]224.4	[F2]226.6	[F3] 217.9	[F2]207.3	[F2]218.5	[F2]204.8	[F2]218.5
Seymour (Jackson Co., IN)	[F2]220.9	[F2]207.4	--	57.75	[F2]185.0	[F2]226.7	[F2]229.0	[F3] 220.3	[F2]209.6	[F2]220.9	[F2]207.2	[F2]220.9
Shreveport Area Truck Rack (Bossier Parish, LA)	151.1	137.6	--	--	115.2	157.0	159.2	150.5	139.9	151.1	--	151.1
Speedway (Marion Co., IN)	246.47	234.9	--	64.87	212.5	254.2	256.5	247.8	237.1	250.35	234.7	255.37
West Memphis (Crittenden Co., AR)	216.8	203.3	--	--	171.1	222.6	224.9	216.2	205.5	216.8	203.1	216.8
Zionsville (Boone Co., IN)	246.47	234.9	--	64.87	212.5	254.2	256.5	247.8	237.1	250.35	234.7	255.37

NON-INCENTIVE RATES (In Cents-per-bbl.)

ITEM NO. 310

Non-Incentive Rates for Distillate

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN											
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	Creal Springs - Centennial Pipeline (P)(4) (Marion Co., IL)	El Dorado (3) (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur **(5)** (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Arcadia (P) (Bienville Parish, LA)	131.82	130.03	--	--	--	161.60	163.55	144.44	130.03	134.06	--	131.82
Beaumont - Centennial Pipeline (Jefferson Co., TX)	129.4	115.9	--	--	--	135.2	137.5	--	118.1	129.4	--	129.4
Cape Girardeau (Scott Co., MO)	[F4] 229.5	[F4] 216.0	--	[F4] 59.62	[F4] 193.6	[F4] 235.3	[F4] 237.6	[F4] 228.9	[F4] 218.2	[F4] 229.5	[F4] 215.8	[F4] 229.5
Chicago (Cook Co., IL)	[F1] 188.8	[F1] 175.0	120.8	71.27	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Griffith (Lake Co., IN)	[F1] 188.8	[F1] 175.0	120.8	71.27	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Indianapolis (Hendricks Co., IN)	256.3	242.7	--	68.40	220.4	262.1	264.3	255.6	245.0	256.3	242.5	256.3
Jonesboro (P) (Lawrence Co., AR)	209.70	206.32	--	--	169.55	235.23	213.06	222.46	209.23	216.44	206.01	213.06
Memphis (Lion Oil Terminal) (Shelby Co., TN)	--	--	--	--	173.0	--	--	--	--	--	--	--
Memphis (WesPac Pipeline) (Shelby Co., TN)	221.3	207.8	--	--	--	227.1	229.4	220.7	210.1	221.3	207.6	221.3
Norris City (White Co., IL)	[F2]223.1	[F2]209.5	--	59.74	[F2]187.2	[F2]228.9	[F2]231.1	[F3] 222.4	[F2]211.8	[F2]223.1	[F2]209.3	[F2]223.1
North Little Rock (P) (Pulaski Co., AR)	177.55	175.21	--	--	145.74	210.53	212.71	191.35	175.21	179.40	174.69	177.55
Princeton (Gibson Co., IN)	[F2]225.1	[F2]211.6	--	60.47	[F2]189.2	[F2]230.9	[F2]233.2	[F3] 224.5	[F2]213.8	[F2]225.1	[F2]211.3	[F2]225.1
Seymour (Jackson Co., IN)	[F2]229.1	[F2]215.5	--	61.31	[F2]193.2	[F2]234.9	[F2]237.1	[F3] 228.4	[F2]217.8	[F2]229.1	[F2]215.3	[F2]229.1
Shreveport Area Truck Rack (Bossier Parish, LA)	155.4	141.9	--	--	119.5	161.2	163.5	154.8	144.2	155.4	--	155.4
Speedway (Marion Co., IN)	256.3	242.7	--	68.40	220.4	262.1	264.3	255.6	245.0	256.3	242.5	256.3
West Memphis (Crittenden Co., AR)	221.3	207.8	--	--	185.4	227.1	229.4	220.7	210.1	221.3	207.6	221.3
Zionsville (Boone Co., IN)	256.3	242.7	--	68.40	220.4	262.1	264.3	255.6	245.0	256.3	242.5	256.3

NON-INCENTIVE RATES (In Cents-per-bbl.)(Continued)

ITEM NO. 320

Non-Incentive Rates for Jet Fuel

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN										
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	El Dorado (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur **(5)** Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Chicago (Cook Co., IL)	[F1]198.4	[F1] 185.8	110.2	--	[F1] 203.8	[F1] 205.9	[F3] 197.8	[F1]187.9	[F1]198.4	[F1]185.6	[F1]198.4
Des Plaines (J) (Cook Co., IL)	231.35	218.75	--	--	236.75	238.85	--	220.85	231.35	218.55	231.35
Griffith (Lake Co., IN)	[F1] 198.4	[F1] 185.8	110.2	--	[F1] 203.8	[F1] 205.9	[F3] 197.8	[F1]187.9	[F1]198.4	[F1]185.6	[F1]198.4
Indianapolis (Hendricks Co., IN)	256.3	242.7	--	--	262.1	264.3	255.6	245.0	256.3	242.5	256.3
Memphis (WesPac Pipeline) (Shelby Co., TN)	232.1	218.5	--	--	237.9	240.2	231.4	220.8	232.1	218.3	232.1
North Little Rock (P) (Pulaski Co., AR)	177.55	175.21	--	145.74	210.53	212.71	191.35	175.21	179.40	174.69	177.55
Speedway (Marion Co., IN)	256.3	242.7	--	--	262.1	264.3	255.6	245.0	256.3	242.5	256.3
Zionsville (Boone Co., IN)	256.3	242.7	--	--	262.1	264.3	255.6	245.0	256.3	242.5	256.3

NON-INCENTIVE RATES (In Cents-per-bbl.)(Continued)

ITEM NO. 330

Non-Incentive Rates for Unfinished Gasoline

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN
	Mont Belvieu (Chambers Co., TX)
Chicago (Cook Co., IL)	[F1] 193.4
Griffin (Posey Co., IN)	206.7
Griffith (Lake Co., IN)	[F1] 193.4
Princeton (Gibson Co., IN)	[F2] 186.0

VOLUME INCENTIVE, NON-INCENTIVE AND PRIORITY SERVICE RATES (In Cents-per-bbl.)

ITEM NO. 340

Incentive, Non-Incentive, and Priority Service Rates for Diluent

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN: Mont Belvieu (Chambers Co., TX)	Rate Types	TERMS AND CONDITIONS
Manhattan (Will Co., IL)	186.0	Incentive Rate	For Contract Shippers committing a Minimum Volume of at least ten thousand (10,000) Barrels per day for ten years. The Incentive Rate shall be subject to the annual indexing as provided for in the Agreement. The Incentive Rate in this Item No. 340, and any supplement and successive issues thereof, will apply to shipments of the committed volume of Diluent of any Contract Shipper. If the volume of Product tendered by a Contract Shipper in any month is less than the Minimum Volume for any reason not excused under the Contract Shipper's Agreement, Contract Shipper will pay a shortfall payment to Carrier in accordance with the Agreement. Any shortfall payment will not bear interest, but will be credited against the transportation charges for Diluent in excess of the Minimum Volume tendered by Contract Shipper at the origin point selected in its Agreement within twelve (12) months after the shortfall payment was made.
	193.4	Non-Incentive Rate	The Non-Incentive Rate in this Item No. 340, and any supplement and successive issues thereof, will apply in lieu of the Incentive Rates in this Item No.340, to any volumes nominated by a Contract Shipper in excess of its Minimum Volume (other than the excess volumes described in the third paragraph above), or that are not eligible for the Incentive Agreement under the terms of the Contract Shipper's Agreement, or that are nominated from an origin point to a destination point not selected in the Contract Shipper's Agreement. The Non-Incentive Rate in this Item No. 340 shall also apply to all shippers of Diluent who are not Contract Shippers.
	194.4	Priority Service Rate	Priority Service Rates in this Item No. 340, and any supplement and successive issues thereof, will apply, in lieu of the Incentive Rates in this Item No. 340, to nominations of a Contract Shipper's Minimum Volume if the Contract Shipper elects to receive Priority Service under the proration policy for the pipeline during any period when the pipeline is in prorationing. The Priority Service Rate shall be one (1) cent higher than the then-effective Non-Incentive Rate.

ROUTE DIRECTORY

Rates in tariff apply via all routes made by use of Carrier's lines and via use of CPL lines from Hebert (Beaumont - Port Arthur) and Houston (Pasadena), Texas to Beaumont, Texas.

Via Enterprise TE's lines from all *origins to Argo, Illinois; Thence, from Argo, Illinois via Wood River lines to Des Plaines, Illinois.

* Hebert and Houston, Texas are CPL origins.

From Creal Springs, Illinois via use of Carrier's lines to Chicago and Norris City, Illinois; Griffith, Indianapolis, Princeton and Seymour, Indiana; and Cape Girardeau, Missouri.

EXPLANATION OF ABBREVIATIONS

API	American Petroleum Institute
API Gravity	Gravity determined in accordance with ASTM Designation D287-67 and revisions thereof.
ASTM	American Society for Testing and Materials.
ASTM Color	Color determined by the ASTM (color of petroleum products Method ASTM Designated D1500-68 and D156-68 and revisions thereof).
Bbl.	Barrel
CFR	Code of Federal Regulations
CPL	Colonial Pipeline Company
Co.	County
F	Fahrenheit
FERC	Federal Energy Regulatory Commission
No.	Number
psia	Pounds per square inch absolute
&	And
¢	Cents
º	Degrees
$	Dollars
%	Percent
§	Section

EXPLANATION OF REFERENCE MARKS

(1)	Denotes CPL origin.
(3)	Carrier's pipeline between Shreveport, Louisiana and El Dorado, Arkansas will generally accommodate eastbound shipments. Tenders for westbound shipments of Petroleum Products from El Dorado, Arkansas to Shreveport, Louisiana will only be accepted once all tenders have been accepted for the eastbound shipments.
(4)	Carrier's pipeline between Cape Girardeau, Missouri and Creal Springs, Illinois will generally accommodate northbound shipments. Tenders for southbound shipments of Petroleum Products from Creal Springs, Illinois to Cape Girardeau, Missouri will only be accepted once all tenders have been accepted for the northbound shipments.
(5)	North Port Arthur origin is the interconnect between Enterprise Refined Products Company LLC's North Port Arthur storage facility and Enterprise TE.
[F1]	Section Four rates, fourth section application dated March 14, 2003, effective April 14, 2003.
[F2]	Section Four rates, fourth section application dated May 14, 2010, effective June 14, 2010.
[F3]	Section Four rates, fourth section application dated March 21, 2011, effective April 1, 2011.
[F4]	Section Four rates, fourth section application dated March 16, 2012, effective April 16, 2012.
(J)	Joint rates in connection with Wood River Pipe Lines LLC.
(P)	Rates for the applicable origin(s) or destination(s) are not market based. All other rates are market based.
[C]	Cancel.
[I]	Increase.
[U]	Unchanged.

ATTACHMENT 1

FERC ICA OIL TARIFF

FERC No. 54.27.0
(cancels FERC No. 54.26.0)

[C] ~~NOTICE OF TEMPORARY EMBARGO~~

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

LOCAL PIPELINE TARIFF
FOR
NON-INCENTIVE AND VOLUME INCENTIVE RATES
CONTAINING
RULES AND REGULATIONS
GOVERNING THE TRANSPORTATION AND HANDLING OF
PROPANE, BUTANES AND BUFFER MATERIAL
TRANSPORTED BY PIPELINE
FROM ORIGINS
IN
LOUISIANA, OHIO, PENNSYLVANIA AND TEXAS
TO DESTINATIONS
IN
ARKANSAS, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MISSOURI, NEW YORK, OHIO, AND PENNSYLVANIA

[C] ~~NOTICE OF TEMPORARY EMBARGO~~

~~There are leaks in and around Enterprise TE's facilities at Todhunter, OH, and it is necessary to test the integrity of the storage caverns at Todhunter, OH. Enterprise TE FERC Tariff No. 54.22.0 is being issued to temporarily embargo movements of propane and butane at Lima, OH. Enterprise TE requests that the temporary embargo remain in effect until a tariff filing is made to cancel the embargo and specify the date that the pipeline is operational. Movements to all other origins and destinations are unaffected by this embargo.~~ [N] The pipeline movements affected by the embargo have been cancelled as indicated in the tariff.

Issued on less than one (1) days' notice under the authority of 18 CFR § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.

All rates in this tariff are expressed in cents-per-barrel of forty-two (42) U.S. gallons and are subject to change as 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.

ISSUED	**December 10, 2013**	**EFFECTIVE**	**December 10, 2013**

ISSUED AND COMPILED BY

Diane A. Daniels
Enterprise TE Products Pipeline Company LLC
1100 Louisiana Street, Suite 1000
Houston, Texas 77002-5227
(713) 381-4751

TABLE OF CONTENTS

GENERAL RULES & REGULATIONS

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

ITEM NO. 5 A List of Definitions

Agreement	Refers to the agreed transportation arrangements between Shipper and Carrier.
Agreement Period(s)	Refers to the period beginning on the Commencement Date or any anniversary thereof ending up to 365 or, if applicable, 366 days later during the Agreement Term.
Agreement Term	Refers to the period beginning on the Commencement Date and continuing for the Agreement Period(s) as set forth in the Agreement.
Barrel	Forty-two (42) United States Gallons at 60° F.
Batch	A quantity of Products handled through the pipeline as a unit.
Buffer Material	Carrier designated buffer material meeting Carrier's then current product specification, dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.
Butanes	Butanes are defined as iso-butane and/or refinery grade normal butane, meeting Carrier's then current product specification dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.
Carrier	Refers to Enterprise TE Products Pipeline Company LLC ("Enterprise TE").
Commencement Date	The date established pursuant to the Agreement.
Deficiency Charge(s)	Charges assessed against Shipper resulting from Shipper not satisfying the Minimum Annual Volume requirements as set forth in Item No. 145 of this tariff.
LPGs	Means liquefied petroleum gases or means Product(s).
Minimum Annual Volume	Refers to Shipper's guarantee to ship and take delivery of at destination a minimum quantity of Propane for each Agreement Period as set forth in Item No. 145 of this tariff.
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 at 12:00 a.m. (midnight) local Houston, Texas, time on the first day of the next calendar month.
Prepaid Rate	Represents [U] forty-two cents (42.0¢) per Barrel.
Prepaid Transportation	Represents Deficiency Charges to be credited to Shipper's account.
Product(s)	Refers collectively to Propane, Butanes (including iso-butane and/or refinery grade normal butane) and Buffer Material.
Propane	Propane meeting Carrier's then current product specification, dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 5 A List of Definitions (Continued)

Refined Products	When mentioned in this tariff, covers finished gasoline, jet fuel, kerosene, fuel oil, diesel oil, petroleum distillate, subgrade gasoline, natural gasoline, condensate, raffinate, straight-run gasoline and naphtha.
Shipper(s)	All shippers who transport ~~of~~ Product under the terms and conditions of this tariff, with or without an Agreement.
Transit Time	Means the time a shipment would take to move from origin to destination.
Volume(s)	Represents the aggregate quantity of Product transported for a Shipper pursuant to the terms of the Agreement.

ITEM NO. 10 Application of Rates for Intermediate Points

For Product Shipments accepted for transportation from any origin not named in this tariff, that is intermediate to the origin and destination between which the rate is published herein, through such unnamed point, Carrier will apply to such unnamed origin the rate published from the origin specified herein. For Product shipments accepted for transportation to any destination not named in this tariff, that is intermediate to the origin and destination between which the rate is published herein, through such unnamed point, Carrier will apply to such unnamed destination the rate published to the destination specified herein.

Carrier will file a tariff publication applicable to the transportation movement within thirty (30) days of the start of the service if the intermediate point is to be used on a continuous basis for more than thirty (30) days.

ITEM NO. 15 Buffer Material

Shipper may be required to furnish Buffer Material satisfactory to Carrier for the transportation of Butanes under this tariff. When Carrier requires Shipper to provide Buffer Material, Shipper shall pay the motor fuel or unfinished gasoline tariff rate for such Buffer Material. The applicable rate can be found under Item No. 300 in Carrier's FERC Tariff No. [W] ~~55.31.0~~ 55.33.0, successive issues thereof, as the non-incentive rate for motor fuel. The maximum quantity of Buffer Material required for any one shipment shall be four thousand (4,000) Barrels.

For the purpose of assessing transportation charges, that portion of the shipment delivered into or through either Shipper's or Carrier's pressure storage at destination shall constitute Butanes and that portion delivered into Shipper's conventional storage at destination shall constitute Buffer Material.

For the purpose of determining Carrier's responsibility for Butanes, Carrier will receive credit for all Buffer Material delivered, whether delivered into conventional storage or through pressure storage in a Product mix.

ITEM NO. 20 Claims, Time for Filing

As a condition precedent to recovery, claims must be made in writing to Carrier within nine (9) months after receipt of delivery of the Shipment, or in case of a failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed. Suit against Carrier must be instituted by Shipper or its consignee only within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid, and Carrier shall not be liable therefor.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 30 December-through-February Charges

If, during a single calendar month in the period December through February, Shipper receives deliveries at northeast terminals in excess of the total volume delivered to the same Shipper at such terminals during the preceding March-through-November period, a charge of [U]thirty cents (30¢) per Barrel in addition to all other charges shall apply to such excess volume. Northeast terminals as used herein shall mean Du Bois and Greensburg, Pennsylvania; Harford Mills, Oneonta, Selkirk and Watkins Glen, New York.

ITEM NO. 35 Delivery Services at Joliet and Lemont, Illinois

Movements of refinery grade normal butane are subject to Carrier's approval and Carrier reserves the right to reject any movement of refinery grade normal butane under this tariff which would disrupt the efficient use of Carrier's facilities.

Shippers desiring delivery of refinery grade normal butane to Joliet or Lemont, Illinois must agree to take delivery of all interface material in Carrier's interface sphere and the interface material created during the movement of the product to the destination.

The maximum Batch size of refinery grade normal butane will be ten thousand (10,000) Barrels, unless otherwise agreed to by Carrier.

ITEM NO. 40 Facilities Required at Origin and Destination

Carrier will provide such facilities at the origin as it deems necessary for the operation of the pipeline. Product will be accepted for transportation hereunder only when Shipper has provided facilities satisfactory to Carrier capable of delivering Product at pressures and at volumetric flow levels required by Carrier.

Product will be accepted for transportation hereunder only when Shipper or consignee has provided the necessary facilities at destination for receiving such Product at time of arrival without delay at pressures and at volumetric flow levels required by Carrier.

Delivery will be made at the applicable destinations during hours established from time to time by Carrier.

ITEM NO. 45 Identity of Shipments

In view of the impracticability of maintaining the separate identity of shipments, shipments will not be segregated but will be commingled and deliveries will be made at destination from Carrier's common Product stream.

ITEM NO. 50 Inventory Requirement

Shipper must maintain inventory of Propane in accordance with Carrier's then current Propane inventory policy dated January 1, 2012. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

With respect to Butanes and Buffer Material, Shipper will be subject to Transit Time requirement.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 55 Liability of Carrier

Carrier shall not be liable for any loss or delay of, or damage to Product in or formerly in its possession caused by an act of God, public enemy, quarantine, authority of law, strike, riot, fire, flood, or act or default of Shipper or consignee, or for any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated; in such cases Shipper shall stand the loss in the same proportion as the amount accepted for transportation and actually in Carrier's custody bears to the whole of the shipment of all Shippers participating in the shipment from which the loss occurs, and the Shipper shall be entitled to receive only such portion of its Product as is left after deducting a due proportion of the loss as so determined.

Carrier shall not be liable for discoloration, commingling, contamination or deterioration of Product transported unless such discoloration, commingling, contamination or deterioration is caused by the sole negligence of Carrier. Normal commingling which occurs between shipments may be divided as equitably as practicable among Shippers participating in the shipments involved in commingling. Shipper shall be responsible for commingling between butane and Buffer Material in the shipment.

Because Propane being transported by Carrier is not odorized, Carrier shall not be liable for any damages or losses of any nature that is attributable to the delivery of Propane that is not odorized, and Shipper shall unconditionally indemnify and hold Carrier harmless therefrom.

ITEM NO. 60 Measurement and Deductions

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery. Observed volumes of Product at operating pressures and temperatures shall be corrected to net volume at 60°F and equilibrium vapor pressure.

Except as otherwise provided in this item and Item No. 55 of this tariff, Carrier will be accountable for delivery at destination of one hundred percent (100%) of the Product tendered at the origin.

Shipper shall be responsible for product downgrades and/or interfaces.

ITEM NO. 65 Minimum Consignment

For Propane product movements with origin in Louisiana and Texas (excluding the West Memphis, Arkansas destination), the minimum consignment of Propane to any destination named herein shall be twenty thousand (20,000) Barrels; provided a minimum of two thousand (2,000) Barrels of Propane may be consigned to any such destination when the Carrier can combine such consignment with eighteen thousand (18,000) Barrels or more of Propane of the same specifications consigned to the same destination, or with twenty thousand (20,000) Barrels or more of Propane of the same specifications consigned to destinations beyond.

For Propane product movements with a destination of West Memphis, Arkansas, the minimum consignment of Propane to the destination named herein shall be fifteen thousand (15,000) Barrels; provided a minimum of two thousand (2,000) Barrels may be consigned to such destination when the Carrier can combine such consignment with thirteen thousand (13,000) Barrels or more of Propane of the same specifications consigned to the same destination.

For Propane product movements with origin in Ohio and Pennsylvania, the minimum consignment of Propane to any destination named herein shall be twenty thousand (20,000) Barrels; provided a minimum of one thousand (1,000) Barrels of Propane may be consigned to any such destination when the Carrier can combine such consignment with nineteen thousand (19,000) Barrels or more of Propane of the same specifications consigned to the same destination, or with twenty thousand (20,000) Barrels or more of Propane of the same specifications consigned to destinations beyond.

For Butanes product movements with origin in Texas, the minimum consignment of Butanes to any destination named herein shall be twenty thousand (20,000) Barrels; provided a minimum of five thousand (5,000) Barrels of Butanes may be consigned to any such destination when the Carrier can combine such consignment with fifteen thousand (15,000) Barrels or more of Butanes of the same specifications consigned to the same destination, or with twenty thousand (20,000) Barrels or more of Butanes of the same specifications consigned to destinations beyond.

Carrier may deliver any shipment by intermittent pumping.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 70 Minimum Shipment

For Propane product movements with origin in Louisiana and Texas (excluding the West Memphis, Arkansas and Calvert City, Kentucky destinations), Carrier may delay transportation of a shipment until it can be combined with Propane of the same specifications at Mont Belvieu, Texas, to make a pipeline batch of at least fifty thousand (50,000) Barrels for transportation as far as Todhunter, Ohio. Propane will be accepted for transportation at Arcadia, Louisiana, only in such quantities as can be injected into Propane of the same specifications passing such point in Carrier's pipeline.

For Propane product movements with origin in Ohio and Pennsylvania, [C] ~~the minimum quantity of Propane which will be accepted by Carrier from the Lima origin shall be seventy-five thousand (75,000) Barrels; provided, however, a tender of not less than fifty thousand (50,000) Barrels will be accepted when it can be combined with other tenders from the Lima origin to make a batch of at least seventy-five thousand (75,000) Barrels.~~ a tender of not less than ten thousand (10,000) Barrels will be accepted at the [C] ~~Todhunter or Floreffe Junction~~ origins when it can be combined with Propane of the same specification to make a batch of fifty thousand (50,000) Barrels or more.

For Propane product movements with a destination of West Memphis, Arkansas, the minimum quantity of Propane which will be accepted by Carrier from the Mont Belvieu origin shall be twenty-five thousand (25,000) Barrels; provided, however, that a tender of not less than ten thousand (10,000) Barrels will be accepted when it can be combined with Propane of the same specification to make a batch of twenty-five thousand (25,000) Barrels or more.

For Propane product movements with a destination of Calvert City, Kentucky, Carrier may delay transportation of a shipment until it can be combined with Propane of the same specifications at origin, to make pipeline Batch of at least fifty thousand (50,000) Barrels for transportation as far as Todhunter, Ohio.

For Butane product movements with origin in Texas, the minimum quantity of Butanes which will be accepted by Carrier at the origin named herein, excluding Arcadia, Louisiana shall be fifty thousand (50,000) Barrels; provided, however, a tender of not less than twenty thousand (20,000) Barrels will be accepted when it can be combined with Butanes of the same specifications to make a batch of fifty thousand (50,000) Barrels or more at Mont Belvieu, Texas for transportation as far as Todhunter, Ohio. Butanes will be accepted for transportation at Arcadia, Louisiana, only in such quantities as can be injected into Butanes of the same specifications passing such point in Carrier's pipeline.

ITEM NO. 75 Non-Compatible Product Handling

Shipper will be responsible for any Product that is delivered to Carrier at any origin that does not meet the certificate requirements as set forth in Item No. 130 (Testing). Carrier will provide Shipper with one of the three options to handle the non-compatible Product: (1) Shipper will remove the non-compatible Product or (2) Shipper shall pay a penalty in the amount of [U]twenty (20¢) cents per gallon for reprocessing the non-compatible Product or (3) Shipper shall pay Carrier actual cost for the disposal plus handling and maintenance charges associated with the disposal of the non-compatible Product.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 80 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 rates applicable herein.

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.

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 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. 85 Product Acceptable

Carrier reserves the right to reject any Product under this tariff which would have a potential adverse effect on any Product shipments or otherwise disrupt the efficient use of Carrier’s facilities.

Product will be accepted for transportation at origin at such time as Product of the same required specifications is currently being transported or accepted for transportation from such origin to the destination named herein.

Shipper may be required by Carrier to inject oil-soluble corrosion inhibitors acceptable to Carrier in the Product to be transported. Carrier, for corrosion protection, may inject corrosion inhibitors, and Product containing such inhibitors shall be accepted by Shipper or consignee of Shipper at destination.

Shipper will be required to furnish Buffer Material in amounts and product grade specified by Carrier for shipments of Propane with a destination of West Memphis, Arkansas. Such Buffer Material will be subject to the applicable Propane tariff rate set forth in this tariff, supplements thereto and successive issues thereof. Shipper may be required to furnish Buffer Material satisfactory to Carrier for shipments of Propane.

[C] ~~Shipper will be required to furnish Carrier designated Buffer Material for Shipments of Propane originating at Lima, Ohio in amounts as reasonably required by Carrier. This Carrier designated Buffer Material will be delivered to Carrier supplied storage at Todhunter, Ohio. Shipper shall pay the applicable rate on such Buffer Material as set forth in Item No. 160.~~

ITEM NO. 90 Product Disposition If No Facilities Provided At Destination

In the event Shipper or its consignee does not have adequate facilities available to receive all or any portion of the Product at its destination in accordance with Carrier’s schedules, Carrier shall have the right to make whatever disposition of such undelivered Product which is necessary for the efficient operation of its pipeline system. Carrier shall not be liable to Shipper or its consignee because of such disposition, and Shipper or its consignee shall pay for all costs thereof, the same as if Shipper or consignee had requested or authorized such disposition.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 95 Product Involved in Litigation or Encumbered

Carrier shall have the right to reject any Product, when offered for transportation, that may be involved in litigation, or the title of which may be in dispute, or that 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. 100 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 then current proration policy, dated October 18, 2013. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

ITEM NO. 105 Reconsignment

If no out-of-line or back-haul movement is required, Shipper may, on forty-eight (48) hours' written notice or any other form of communication agreed upon between Shipper and Carrier, reconsign any shipment or portion of any shipment to destinations named in lawful tariffs applying on Product issued by or concurred in by Carrier, provided that such Product so reconsigned shall meet the applicable minimum consignment rules for such destination and further provided that such reconsignment can be reasonably accommodated by Carrier's pumping schedule. All such reconsigned shipments of Product shall bear the applicable rate from point of origin to final destination as provided in this tariff, or the applicable tariff under which the Product is reconsigned.

[C] ~~ITEM NO. 110 Seasonal Product Movements~~

~~From October 1st to February 28th, Carrier facilities will be scheduled and operated such that Refined Products will be transported from Lebanon, Ohio to Lima, Ohio provided that during such time period Carrier will, upon request of Shipper, schedule shipments of LPGs from Lima, Ohio to Lebanon, Ohio when and to the extent that such scheduling does not interfere with movements of Refined Products from Lebanon, Ohio to Lima, Ohio.~~

ITEM NO. 115 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 may be required of any Shipper or consignee before any obligation to provide transportation shall rise.

ITEM NO. 120 Tax Registration

Shipper and its consignors and consignees shall be required to provide Carrier with proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies or assessments. Shipper and its consignors and consignees shall further be required to immediately notify Carrier of any changes in their registration or tax exemption status. Any tax, levy, assessment or other charges imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item No. 80.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 125 Tenders

Carrier shall not be obligated to accept tenders for transportation 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), of the quantity of such Product which it desires to deliver at origin.

If requested by Carrier, Shipper shall furnish Carrier with a schedule of the expected deliveries 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, legal or otherwise, on the part of Carrier to meet such schedule. Shipper shall establish its ability to meet the minimum tender requirements to satisfaction of Carrier before any duty of transportation shall arise.

ITEM NO. 130 Testing

Shipper shall furnish Carrier with a certificate setting forth in detail specifications of each shipment offered for transportation hereunder, and Shipper shall be liable for any contamination or damage to other Product in Carrier's custody, or to Carrier's pipeline or other facilities caused by failure of the shipment tendered to meet the specifications stated in Shipper's certificate.

Carrier may--but shall not be required to--sample and/or test any shipment prior to acceptance or during receipt of shipment, and in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail as to the specifications of Product received.

RATES (In Cents-per-bbl.)

[U] All rates are unchanged unless otherwise indicated.

ITEM NO. 135 Non-Incentive Rates for Propane (Southern Segment Origins)

	Origin			
Destination	Arcadia (Bienville Parish, LA)		Mont Belvieu (Chambers Co., TX)	
ZONE 1				
[C] ~~Lima (Allen Co., OH)~~	--		[C]	
Todhunter (Butler Co., OH)	522.38		562.50	
ZONE 2				
Coshocton (Coshocton Co., OH)	587.63		627.75	
Du Bois (Clearfield Co., PA)	657.70	(1)	696.92	(1)
Greensburg (Westmoreland Co., PA)	618.47	(1)	657.70	(1)
ZONE 3				
Schaefferstown (Lebanon Co., PA)	--		751.31	
Sinking Spring (Berks Co., PA)	--		751.31	
ZONE 4				
Finger Lakes (Schuyler Co., NY)	701.38		740.79	
Harford Mills (Cortland Co., NY)	--		743.31	(1)
Oneonta (Otsego Co., NY)	--		803.19	(1)
Selkirk (Albany Co., NY)	--		854.01	(1)
Watkins Glen (Schuyler Co., NY)	665.89	(1)	705.30	(1)
ZONE 5				
Arcadia (Bienville Parish, LA)	--		205.65	
Calvert City (Marshall Co., KY)	--		382.92	
Dexter (Stoddard Co., MO)	--		298.27	
Fontaine (Green Co., AR)	--		280.23	
Kingsland (Cleveland Co., AR)	--		237.67	
Lebanon (Boone Co., IN)	--		351.78	(8)
North Little Rock (Pulaski Co., AR)	--		250.77	
Princeton (Gibson Co., IN)	354.02		382.92	
Seymour (Jackson Co., IN)	--		334.26	
West Memphis (Crittenden Co., AR)	--		298.27	(8)

RATES (In Cents-per-bbl.)

[U] All rates are unchanged unless otherwise indicated.

ITEM NO. 140 Non-Incentive Rates for Propane (Northern Segment Origins)

Destination	Origin: Floreffe Junction (Allegheny Co., PA)		Origin: [C] ~~Lima (Allen Co., OH) *~~		Origin: Tappan Lake (Harrison Co., OH) & Todhunter (Butler Co., OH)	
ZONE 2						
Du Bois (Clearfield Co., PA)	337.20	(1)(2)	[C] [C] ~~*~~	[C] ~~(1)(3)~~	337.20	(1)
Greensburg (Westmoreland Co., PA)	337.20	(1)(2)	[C] [C] ~~*~~	[C] ~~(1)(3)~~	337.20	(1)
ZONE 3						
Schaefferstown (Lebanon Co., PA)	497.16	(2)	[C] [C] ~~*~~	[C] ~~(3)~~	490.56	
Sinking Spring (Berks Co., PA)	497.16	(2)	[C] [C] ~~*~~	[C] ~~(3)~~	490.56	
ZONE 4						
Finger Lakes (Schuyler Co., NY)	490.32		[C] [C] ~~*~~	[C] ~~(3)~~	508.62	
Harford Mills (Cortland Co., NY)	473.78	(1)	[C] [C] ~~*~~	[C] ~~(1)(3)~~	493.26	(1)
Oneonta (Otsego Co., NY)	512.88	(1)	[C] [C] ~~*~~	[C] ~~(1)(3)~~	529.41	(1)
Selkirk (Albany Co., NY)	556.45		[C] [C] ~~*~~	[C] ~~(1)(3)~~	557.90	(1)
Watkins Glen (Schuyler Co., NY)	456.04	(1)	[C] [C] ~~*~~	[C] ~~(1)(3)~~	476.75	(1)

RATES (In Cents-per-bbl.)

ITEM NO. 145 Volume Incentive Rates for Propane

	Origin
Destination	Mont Belvieu (Chambers Co., TX)
Calvert City (Marshall Co., KY)	[U] 282.01

Rate set forth in this item will apply to shipments of Propane of any Shipper that agrees to in writing to transport a Minimum Annual Volume of three million six hundred fifty thousand (3,650,000) Barrels of Propane during an Agreement Term, subject to the following rules and regulations:

a. If the Volume of Propane shipped by Shipper and delivered at destination during an Agreement Period is less than the Minimum Annual Volume, Shipper shall pay to Carrier within sixty (60) days after the end of the Agreement Period a Deficiency Charge of [U]forty-two cents (42.0¢) times the number of Barrels that Shipper is deficient, an invoice for which shall be submitted by Carrier. Any Deficiency Charge paid by Shipper shall be considered by Carrier as Prepaid Transportation, shall not bear interest, and will be credited to Shipper at the Prepaid Rate of [U]forty-two cents (42.0¢) per Barrel against transportation charges on Propane delivered to Shipper at destination under and during the continuance of this Agreement in any future Agreement Period after the Minimum Annual Volume has been received by Shipper at destination for such future Agreement Period.

b. Upon termination of the Agreement between Carrier and Shipper, any Prepaid Transportation remaining payable to Shipper under the provisions set forth in paragraph a, shall not be reimbursable except that for a period not to exceed six (6) months thereafter or any other period mutually agreed to by Carrier and Shipper, Shipper shall have the right to a credit of [U]forty-two cents (42.0¢) per Barrel against the then existing applicable tariff for Propane shipped by Shipper over Carrier's facilities from the origin to destination, as set forth in this item, as long as any of the Prepaid Transportation has not been utilized. Any such shipment of Propane after termination of the Agreement shall be subject to the terms and conditions of the Agreement relative to the transportation of Propane. Any credits for Prepaid Transportation remaining at the expiration of the six (6) Months period shall be automatically forfeited.

c. If the Volume shipped in any Agreement Period is greater than the sum of (i) the Minimum Annual Volume for such Agreement Period and (ii) the Volume of Propane over such Minimum Annual Volume on which Prepaid Transportation is credited under paragraph b, then any such excess Volume up to five hundred thousand (500,000) Barrels shall be credited against Shipper's Minimum Annual Volume obligations for the next succeeding Agreement Period.

d. If during any Month of an Agreement Period Carrier is unable to transport all Propane tendered for shipment by Shipper and Shipper thereby fails to comply with the Minimum Annual Volume obligation as set forth in this item, that Volume which was tendered but which was not accepted by Carrier shall be deemed to have been shipped during such Agreement Period for the sole purpose of determining compliance with this item, provided that Shipper has given Carrier written notice within thirty (30) days after the end of the Month of the Volume claimed to have been rejected and reasonable evidence that Shipper was able and ready to deliver such Volume to Carrier for shipment.

RATES (In Cents-per-bbl.)

ITEM NO. 148 Volume Incentive Rate for Butanes

Destination	Origin
	Mont Belvieu (Chambers Co., TX)
Twin Oaks (Delaware Co., PA)	[U] 976.50

Rate set forth in Item No. 148 will apply to shipments of Butane of any Shipper that agrees in writing to transport, or pay for the transportation of, at least four hundred and forty thousand (440,000) Barrels of Butane during each Agreement Period as provided for in the Agreement. This service will expire on March 31, 2014, unless sooner cancelled or extended.

ITEM NO. 150 Non-Incentive Rates for Butanes (Southern Segment Origins)

[U] All rates are unchanged unless otherwise indicated.

Destination	Origin
	Mont Belvieu (Chambers Co., TX)
Arcadia (Bienville Parish, LA)	164.55
Griffin (Posey Co., IN)	269.68
Harford Mills (Cortland Co., NY)	649.47 [N] (4)
Joliet (Will Co., IL)	337.27 (5)
Lebanon (Boone Co., IN)	351.78
Lemont (Cook Co., IL)	337.27 (5)
[C] ~~Lima (Allen Co., OH)~~	[C] [C] ~~*~~
North Little Rock (Pulaski Co., AR)	208.86
Princeton (Gibson Co., IN)	276.09 (7)
Twin Oaks (Delaware Co., PA)	1153.20

ITEM NO. 160 Non-Incentive Rate for Buffer Material

Destination	Origin	
	[C] ~~Lima (Allen Co., OH)~~	Mont Belvieu (Chambers Co., TX)
[C] ~~Todhunter (Butler Co., OH)~~	[C] [C] ~~*~~ [C] ~~(3)~~	--
West Memphis (Crittenden Co., AR)	--	[U] 298.27

ROUTE DIRECTORY

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

EXPLANATION OF ABBREVIATIONS

Bbl.	Barrel
Co.	County
F	Fahrenheit
FERC	Federal Energy Regulatory Commission
No.	Number
&	And
¢	Cents
º	Degrees
%	Percent
$	Dollar

EXPLANATION OF REFERENCE MARKS

(1) See Item No. 30 for additional "December-through-February Charges".

(2) Rates for these destinations with Floreffe Junction, PA as origin are applicable only on shipments of Propane which originate in West Virginia and are tendered to Carrier at Floreffe Junction for completion of interstate pipeline transportation of the Propane.

[C] ~~(3)~~ ~~From October 1st to February 28th, this movement cannot be made. See Item No. 110 for "Seasonal Product Movements".~~

(4) Rates apply only to refinery grade normal butane.

(5) Rates apply only to iso-butane except for refinery grade normal butane movements meeting the terms and conditions of Item No. 35, Delivery Services at Joliet and Lemont, Illinois.

(7) Rate includes delivery to connecting pipeline.

(8) Rate also pertains to butane buffer material.

[C] ~~*~~ ~~The pipeline system is out of service.~~

[C] Cancel.

[N] New.

[W] Change in wording only.

[U] Unchanged Rate.

Bloomberg News

Midwest Propane Prices Push Record as Pipelines Can't Catch Up

Eliot Caroom and Naureen S. Malik
January, 22, 2014

Propane in the Midwest advanced to records as a cold front increased demand for heating with inventories below normal levels and pipelines constrained by service changes.

This week's weather front is colder than the government forecast, Tancred Lidderdale, an U.S. Energy Information Administration analyst in Washington, said by e-mail yesterday. It follows a larger-than-normal draw on supplies that was used to dry a late-season, wet crop of corn.

Propane in Conway, Kansas, ranged from $2.87 to $3.57 a gallon today, according to data compiled by Bloomberg. The spot price yesterday was 96.62 cents more than at Mont Belvieu, Texas, the largest premium since at least 2001. Last year, propane at Conway sold at an average discount of 2.8 cents to Mont Belvieu. They are the top two U.S. propane storage hubs.

"We are trying to find incremental supply and we are almost at rock bottom for inventories at Conway," Peter Fasullo, a principal at EnVantage Inc., a Houston-based energy consultant, said by phone. "Conway is basically saying bring every barrel up there, we will pay a premium for it."

Midwest stockpiles of propane are the lowest for this time of year since the government began keeping records in 1993, curbing supply in a region that uses more of the fuel to heat homes than anywhere else in the U.S. The Midwest accounts for 36 percent of propane for home heating, followed by the South at 34 percent, EIA data show.

Pipeline Capacity

Supplies were reduced because 300 million gallons of propane was used to dry crop harvests in the Midwest last year, far above the 65 million gallons used in 2012, said Jeff Petrash, a vice president of the National Propane Gas Association, a trade group based in Washington.

"There was a record grain harvest in the Midwest this year, it came later than normal, it came during a rainy time so that the grain was wet," Petrash said. "That came later in the season and tended to draw down inventories in the Midwest below where they would normally be."

Propane also rose as pipeline space fell after operators made changes to delivery systems. Kinder Morgan Inc. (KMI)'s Cochin pipeline, which carries hydrocarbon gas liquids to the Midwest, was shut for maintenance from late November to Dec. 20.

Enterprise Products Partners LP (EPD) reversed a 16-inch pipeline, the smaller of two lines on its TE Products Pipeline system, to carry ethane south as part of the ATEX system. Ethane, butane and propane are all natural gas liquids that can be shipped by pipeline. NGLs, which are pumped from wells along with natural gas and separated at fractionation plants, are used as feedstock in petrochemical plants, as diluent for heavy crude in pipelines and as blending agents in gasoline.

Spare Capacity

“If there’s any spare capacity in the system, which there always has been, then natural gas liquids get to fit in,” Daniel Lippe of Houston-based Petral Consulting Co. said by phone today. “So the conversion of the 16-inch pipeline to southbound service shrinks the northbound capacity of the system.”

The reversed line carried distillate, not propane, Rick Rainey, a spokesman for Enterprise based in Houston, said today. He said the remaining 20-inch line carries gasoline, butane and some distillate within Arkansas. Demand is exceeding capacity on the TE Products and Mid-America pipeline systems, which carry propane to the Midwest, Rainey said yesterday.

The Midwest pipeline supply situation may be worse next winter, when Kinder Morgan plans to have reversed its Cochin pipeline to carry light condensate to Alberta, Canada, said Joe Rose, president of Propane Gas Association of New England, by phone yesterday.

“That will be next year’s catastrophe,” Rose said.

To contact the reporters on this story: Eliot Caroom in New York at ecaroom@bloomberg.net; Naureen S. Malik in New York at nmalik28@bloomberg.net

ATTACHMENT 3

U.S. Energy Information Administration

PETROLEUM & OTHER LIQUIDS

OVERVIEW | DATA | ANALYSIS & PROJECTIONS | GLOSSARY › | FAQS ›

This Week In Petroleum - Summary Printer-Friendly Version

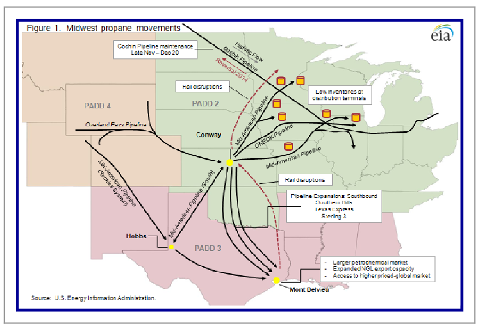
Released: January 15, 2014
Next Release: January 23, 2014

Midwest propane markets tighten further on cold weather

The Upper Midwest is facing a tight market for propane this winter, as evidenced by a 1.5-million-barrel inventory draw in the region for the week ending last Friday, January 10.

At the beginning of November, the corn harvest in the Upper Midwest (Minnesota, Iowa, Wisconsin, Nebraska) pulled large quantities of propane from distribution terminals for corn drying. Between late-November and December, supply disruptions prevented these terminals from replenishing their supplies of propane. With the onset of severely cold weather this past week, propane supplies are extremely tight, forcing emergency measures to ensure supply and increasing the Midwest spot price of propane at Conway, Kansas compared with the spot price on the Gulf Coast at Mont Belvieu, Texas. Propane prices in the Midwest will likely need to rise to keep propane in the region rather than flowing south to the Gulf Coast.

In October, EIA noted the effects of increased production of domestic oil and gas on propane flows between the Midwest and the Gulf Coast. Infrastructure changes have allowed the growing supplies of propane and other hydrocarbon gas liquids (HGL) from increased production to flow south from and through the Midwest to supply Gulf Coast petrochemical demand and also to gain access to the global market. Recently, the onset of severely cold weather in the Midwest has increased regional demand for propane and other heating fuels.



Even before the recent cold snap, Midwest propane markets were relatively tight compared with those on the Gulf Coast for other weather-related reasons. In addition to space heating needs, the Midwest uses propane for agricultural applications such as corn drying. For corn to be stored, it first needs to be dried, using large-scale heaters that often use propane for fuel. A late-2013 corn harvest, along with cold wet weather, resulted in strong demand for propane at distribution terminals in the Upper Midwest. For the week ending November 1, Midwest propane inventories dropped more than 2 million barrels, the largest single-week stock draw in November since 1993. This demand prompted a strong price response, and propane at Conway moved to a 3-cent-per-gallon (/gal) premium over Mont Belvieu during the first week of November, the first such premium in almost three years.

After the harvest, logistical problems prevented the region from fully replenishing inventories before the onset of winter. The Upper Midwest is supplied with propane by pipelines (Mid-American and ONEOK) flowing north from Conway (home to 30% of the nation's propane storage), the Cochin pipeline coming south from Canada, and from rail deliveries (Figure 1). The Cochin pipeline, which delivers HGL from Canada to the Upper Midwest, was out of service for maintenance from late November to December 20 and unavailable to deliver supplies. Rail transportation disruptions, both due to weather and other factors, prevented deliveries from Mont Belvieu and Conway, as well as from Canada.

Since early 2010, propane prices at Mont Belvieu, the nation's largest propane storage and market hub, were higher than at Conway by as much as 30 cents/gal, prompting propane supplies to flow south on newly expanded southbound pipelines. A large local petrochemical demand and access to the global propane market via expanded HGL export capacity supported Mont Belvieu prices and encouraged propane from the Rockies (PADD 4) and elsewhere in the Midwest to flow south.

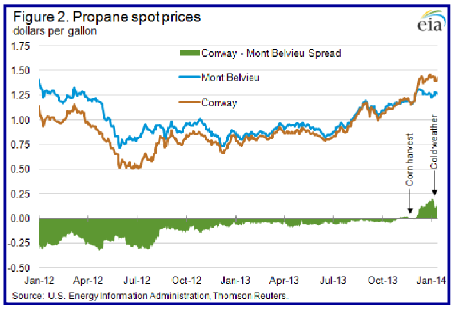
Low temperatures and winter storms closely followed the corn harvest, and logistical problems continued. The colder weather increased residential space heating demand at a time when markets were already tight. As demand outpaced supply, inventories dropped further, by 1.5 million barrels and 1.2 million barrels for the weeks ending December 6 and January 3, respectively. By January 3 (Figure 2), prices had vaulted to a 21-cent/gal premium to Mont Belvieu.

Strong back-to-back demand surges, low inventories, and supply challenges forced emergency measures to ensure residential adequacy of propane. Several Midwestern states responded by suspending limitations on hours of service for propane delivery truck drivers. Trade press reported long waiting lines at propane distribution terminals in the Upper Midwest, as well as supply of propane by truck from as far away as Oklahoma. Since the week ending October 11, Midwest propane inventory levels have dropped by 12.8 million barrels, compared with a drop of 7.3 million barrels for the same period's five-year average.

Because global prices for propane are significantly higher than U.S. prices, propane supplies will continue to move to Mont Belvieu for export. Midwest propane prices will rise to keep marginal supplies in the region when they are needed.

The Midwest will also need to prepare for the coming reversal of Kinder Morgan's Cochin Pipeline, which delivers HGL from Canada to the upper Midwest. Kinder Morgan plans to reverse the flow to deliver light condensate to Canada. This reversal will change supply dynamics in the Midwest. However, this situation may also improve the economic prospects for infrastructure projects to process and transport HGL from the Bakken formation in North Dakota and Montana to Midwest

ATTACHMENT 3



markets farther east.

Gasoline price flat again while diesel fuel falls
The U.S. average retail price of regular gasoline decreased less than one cent to remain at $3.33 per gallon for the third consecutive week as of January 13, 2014, two cents higher than last year at this time. Prices increased three cents in the Midwest and Rocky Mountains, to $3.25 per gallon and $3.15 per gallon, respectively, while decreasing in all other regions of the nation. The East Coast price fell three cents to $3.41 per gallon, and prices on the Gulf and West Coasts both were down two cents, to $3.11 per gallon and $3.53 per gallon, respectively.

The national average diesel fuel price fell two cents to $3.89 per gallon, a penny lower than last year at this time. Prices decreased in all regions of the nation, with the largest decrease coming on the West Coast, where the price fell four cents to $4.00 per gallon. The Midwest price was down three cents to $3.85 per gallon, and both Gulf Coast and Rocky Mountain prices lost two cents, to $3.78 per gallon and $3.89 per gallon, respectively. The East Coast price was $3.94 per gallon, a penny lower than last week.

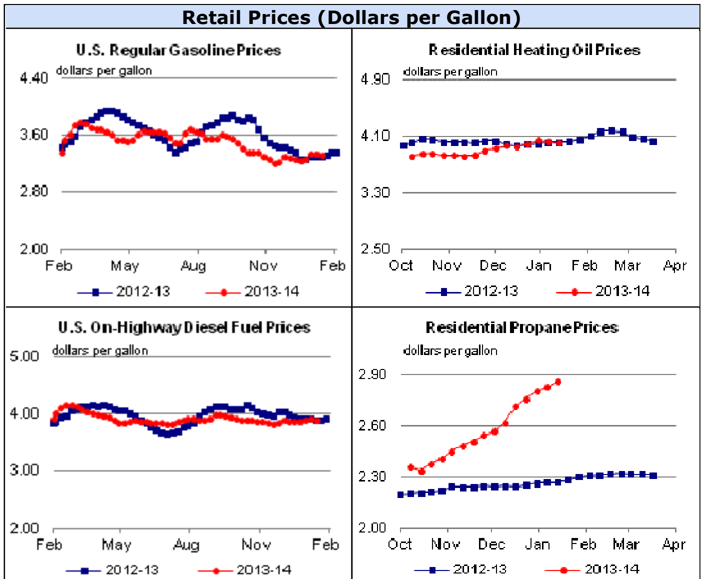
Propane inventories fall
U.S. propane stocks fell by 3.8 million barrels to end at 38.7 million barrels last week, 25.3 million barrels (39.6%) lower than a year ago. Gulf Coast regional inventories dropped by 1.9 million barrels and Midwest stocks decreased by 1.5 million barrels. Rocky Mountain/West Coast inventories decreased by 0.2 million barrels, and East Coast stocks fell by 0.1 million barrels. Propylene non-fuel-use inventories represented 9.1% of total propane inventories.

Residential propane price increases slightly, heating oil price decreases
Residential heating oil prices decreased nearly 2 cents per gallon to reach a price of $4.00 per gallon during the period ending January 13, 2014. This is less than 1 cent per gallon lower than last year's price at this time. Wholesale heating oil prices increased 2 cents per gallon last week to $3.09 per gallon.

The average residential propane price increased by over 1 cent per gallon last week to $2.84 per gallon, almost 58 cents per gallon higher than the same period last year. Wholesale propane prices rose 2 cents per gallon to just under $1.71 per gallon as of January 13, 2014.

Text from the previous editions of *This Week In Petroleum* is accessible through a link at the top right-hand corner of this page.

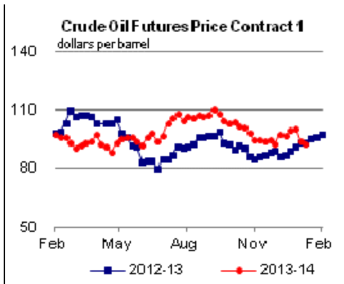
Retail Prices (Dollars per Gallon)

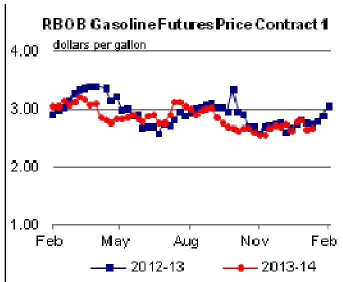


Retail Data		Change From Last		Retail Data		Change From Last	
01/13/14		Week	Year	01/13/14		Week	Year
Gasoline	3.327	↓ -0.005	↑ 0.024	Heating Oil	4.002	↓ -0.018	↓ -0.002
Diesel Fuel	3.886	↓ -0.024	↓ -0.008	Propane	2.861	↑ 0.032	↑ 0.593

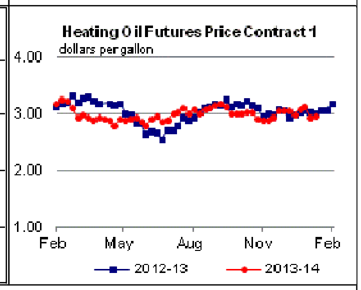
Futures Prices (Dollars per Gallon*)

ATTACHMENT 3



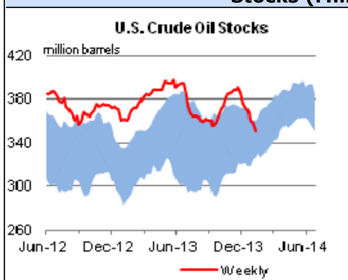


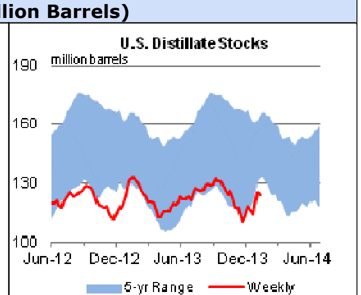
Futures Prices		Change From Last	
01/10/14		Week	Year
Crude Oil	92.72	-1.24	-0.84
Gasoline	2.669	0.020	-0.071
Heating Oil	2.941	0.002	-0.068

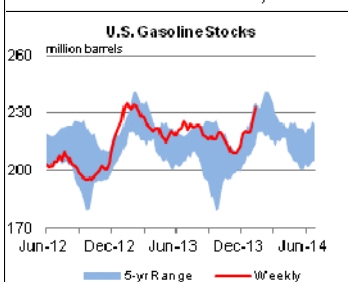


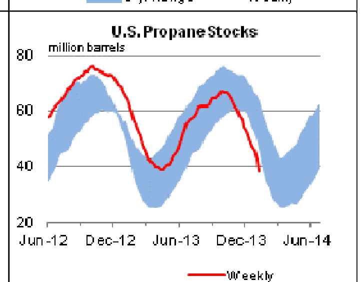
***Note:** Crude Oil Price in Dollars per Barrel.

Stocks (Million Barrels)









Stocks Data		Change From Last		Stocks Data		Change From Last	
01/10/14		Week	Year	01/10/14		Week	Year
Crude Oil	350.2	-7.7	-10.1	Distillate	124.0	-1.0	-8.5
Gasoline	233.1	6.2	-1.9	Propane	38.654	-3.779	-25.302

ATTACHMENT 4

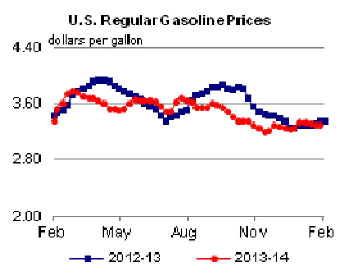
U.S. Energy Information Administration

PETROLEUM & OTHER LIQUIDS

This Week In Petroleum

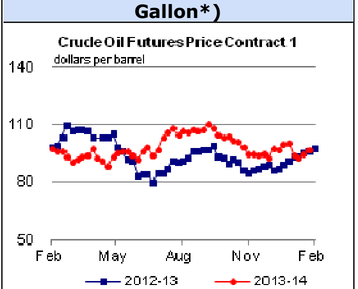
Scroll over labels below to see different charts.

Retail Prices (Dollars per Gallon)



Retail Prices		Change From Last	
01/27/14		Week	Year
Gasoline	3.295	-0.001	-0.062
Diesel Fuel	3.904	0.031	-0.023
Heating Oil	4.175	0.120	0.130
Propane	4.014	1.054	1.717

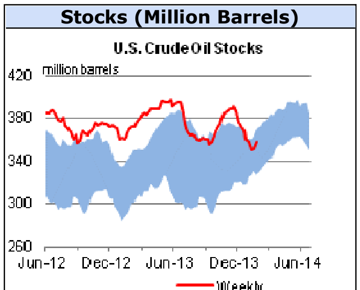
Futures Prices (Dollars per Gallon*)



Futures Prices		Change From Last	
01/24/14		Week	Year
Crude Oil	96.64	2.27	0.76
Gasoline	2.663	0.043	-0.212
Heating Oil	3.137	0.113	0.080

***Note:** Crude Oil Price in Dollars per Barrel.

Stocks (Million Barrels)



Stocks		Change From Last	
01/24/14		Week	Year
Crude Oil	357.6	6.4	-11.4
Gasoline	234.4	-0.8	2.1
Distillate	116.2	-4.6	-14.5
Propane	31.674	-3.589	-25.759

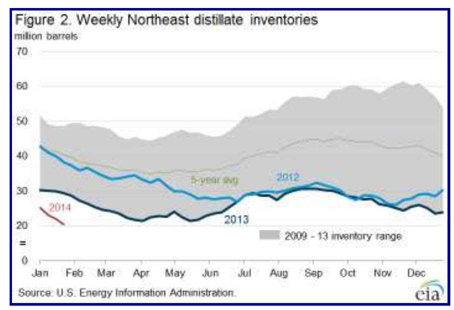
Released: January 29, 2014
Next Release: February 5, 2014

Northeast sees hikes in heating oil demand, prices

The severely cold temperatures entrenched over a broad swath of the United States in recent weeks are affecting numerous energy markets, including the heating oil market in the Northeast. As temperatures have dropped, prices for heating oil in the Northeast have risen, with spot prices for heating oil in New York Harbor on January 28 at $3.17 per gallon (gal), 17 cents/gal higher than at the beginning of 2014.

Demand for heating oil has outpaced supply during January's cold snaps, resulting in a drawdown of stocks. The EIA estimate for distillate consumption (a category which includes heating oil) for the United States has risen sharply over the past three weeks, averaging 4.0 million barrels per day (bbl/d) for the three weeks ending January 24, an increase of 500,000 bbl/d from the three weeks ending January 3. In addition to increased demand from consumers that regularly use oil heat, press reports indicate that some commercial, industrial, and electricity generating customers that typically burn natural gas delivered under less-expensive non-firm contracts are turning to oil because their natural gas suppliers have exercised their interruption rights in order to serve customers with firm contracts. Interruptible customers often use heating oil or residual fuel oil as a backup fuel for space heating. This fuel switching is creating incremental demand for heating oil.

EIA estimates petroleum product consumption in the United States each week. Roughly 80% of homes heated primarily with oil are located in the Northeast ((PADD 1A and 1B). Distillate inventories in the Northeast have fallen 4.8 million bbl (19%) in the past three weeks (ending January 24), much faster than the 2.1-million-bbl draw typically seen during this time (Figure 2). The region's distillate inventories are now 20.0 million bbl (50%) below the five-year average. EIA estimates that as of January 24, the Northeast had 22 days of demand cover in inventory, about 47% less than typical during January.



The recent tightness in the heating oil market is evidenced by increasing backwardation in the heating oil futures curve. As of January 28, prompt heating oil contracts for February delivery were trading 13 cents/gal above contracts for March delivery, a sharp increase from January 2, when that spread was just 1 cent. This steep backwardation indicates a strong incentive to sell supplies out of inventory into the prompt market. Additionally, spot prices farther north along the Atlantic coast are higher than the $3.17/gal in New York Harbor. On January 28, Boston spot prices stood at $3.21/gal, and prices in Portland, Maine, were reported to be even higher.

Distillate spot prices in the U.S. Northeast have also moved higher than spot prices in northwestern Europe. Typically, distillate prices in Europe are higher than U.S. prices because during times of normal demand, Europe is structurally short of distillate fuel. As of January 28, New York Harbor spot prices were 21 cents/gal above prices in Europe's Amsterdam Rotterdam Antwerp (ARA) hub, after averaging 8 cents/gal under ARA prices for all of 2013. While the United States has experienced colder-than-normal temperatures in January, temperatures in Europe have generally been warmer-than-normal.

This shift in trans-Atlantic pricing has encouraged refiners in Europe, and as far away as India, to export distillate fuel to the United States. When these shipments arrive they could help to temper U.S. prices by adding supply to the Northeast market. Trade press reports that there are up to 6.6 million bbl of distillate fuel coming to the United States, scheduled for delivery in February. Most of these ships are coming from Russia.

Gasoline price flat while diesel fuel price increased

The U.S. average retail price of regular gasoline decreased less than one cent to remain at $3.30 per gallon as of January 27, 2014, six cents lower than last year at this time. Prices increased by two cents in the Midwest to $3.22 per gallon and decreased one cent in all other regions of the nation. The Gulf Coast price was $3.09 per gallon, the Rocky Mountain price fell to $3.13 per gallon, the East Coast price was $3.38 per gallon, and the West Coast price was $3.49 per gallon.

The national average diesel fuel price was up three cents to $3.90 per gallon, two cents lower than last year at this time. Prices increased in all regions of the nation. The largest increase occurred on the East Coast where the price rose five cents to $4.00 per gallon. The Midwest price increased four cents to $3.87 per gallon and the West Coast price was $3.98 per gallon, up one cent from last week. Both the Gulf Coast and Rocky

ATTACHMENT 4

Mountain prices were up a fraction of a penny to remain at $3.77 per gallon and $3.86 per gallon, respectively.

Propane inventories fall

U.S. propane stocks fell by 3.6 million barrels to end at 31.7 million barrels last week, 25.8 million barrels (44.9%) lower than a year ago. Midwest and Gulf Coast inventories both decreased by 1.4 million barrels. East Coast inventories dropped by 0.6 million barrels and Rocky Mountain/West Coast inventories decreased by 0.2 million barrels. Propylene non-fuel-use inventories represented 11.7% of total propane inventories.

Residential propane price surges while heating oil price also increases

Residential heating oil prices increased 12 cents per gallon to reach a price of nearly $4.18 per gallon during the period ending January 27, 2014. This is 13 cents per gallon higher than last year's price at this time. Wholesale heating oil prices increased by more than 18 cents per gallon last week to $3.39 per gallon.

The average residential propane price jumped by $1.05 per gallon last week to $4.01 per gallon, almost $1.72 per gallon higher than the same period last year. This is the largest single weekly increase since the survey began in 1990. Ten states (all located in the Midwest) in the residential propane survey had price increases of 97 cents per gallon or more during the week ending January 27, 2014. Wholesale propane prices increased by $1.43 per gallon to nearly $3.55 per gallon as of January 27, 2014.

Text from the previous editions of *This Week In Petroleum* is accessible through a link at the top right-hand corner of this page.

Homeland Security

Integrated Analysis Task Force
Homeland Infrastructure Threat and Risk Analysis Center (IATF/HITRAC)
National Protection and Programs Directorate
Infrastructure Impact Assessment (IIA)

IIA Update 1: Propane Supply Issues in the United States

January 28, 2014, 1800 EST

SCOPE

The Department of Homeland Security's Integrated Analysis Task Force Homeland Infrastructure Threat and Risk Analysis Center (DHS/IATF/HITRAC) produces Infrastructure Impact Assessments (IIA) in response to changes in the infrastructure protection community's risk environment from terrorist attacks, natural hazards, and other events. This is an update to the IATF/HITRAC Propane Shortage IIA released 13 January, 2014, at 1530 EST, and provides new information regarding the probable causes, potential impacts, and mitigation efforts resulting from regional propane shortages in the United States from October 2013 to January 2014.

This IIA was developed in coordination with the National Protection and Programs Directorate (NPPD), National Infrastructure Coordination Center (NICC), the National Communications Center (NCC), the National Cybersecurity and Communications Integration Center (NCCIC), the Protective Security Coordination Division (PSCD), and other Federal, State, and local agencies.

KEY FINDINGS

- **Little relief is expected for the States experiencing propane shortages, as unseasonably cold weather is forecast to continue to affect much of the United States for at least the next 2 weeks. Additional regions or states are likely to issue or extend Emergency Declarations as cold weather and propane transportation and distribution issues continue.**
- **The Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation (DOT) has issued Regional Emergency Declarations, covering 35 States and the District of Columbia, to help facilitate delivery of propane to commercial and residential consumers.**
- **Propane prices continue to rise, in some cases dramatically, in the Midwest and Northeastern States. Some States are providing emergency heating assistance to residents who can no longer afford fuel costs.**

OVERVIEW

Broad seasonal propane shortages are not uncommon in the United States, especially during unusually severe winter weather conditions. Currently, the Midwest, Northeast, Mid-Atlantic, and Southeast regions of the United States are experiencing propane shortages to varying degrees. A late, wet grain harvest, pipeline disruptions, recent rail accidents, shortages in delivery vehicles and drivers and an increased demand in traditionally temperate regions are factors that have contributed to the ongoing supply shortage. As a result, numerous States and the Federal Government have implemented emergency measures to improve the distribution from major propane storage facilities to wholesale and retail propane distribution facilities. Delivery to the consumers, commercial, industrial and residential, remains problematic as local supply lags behind the consumer demand.

The previous IATF/HITRAC IIA from 13 January 2014 noted 24 States having been impacted by propane supply shortages and projected an improvement in the situation by early February 2014. Weather conditions since 13 January 2014 have kept the affected areas in lower than normal temperatures resulting in continued high demand for propane.

FORECAST

The NOAA forecast indicates that this cold outbreak east of the Mississippi will likely continue until at least 9 February, 2014 in the upper Midwest (see Figure 1). This continued cold weather will increase the demand for propane in that region until conditions improve.

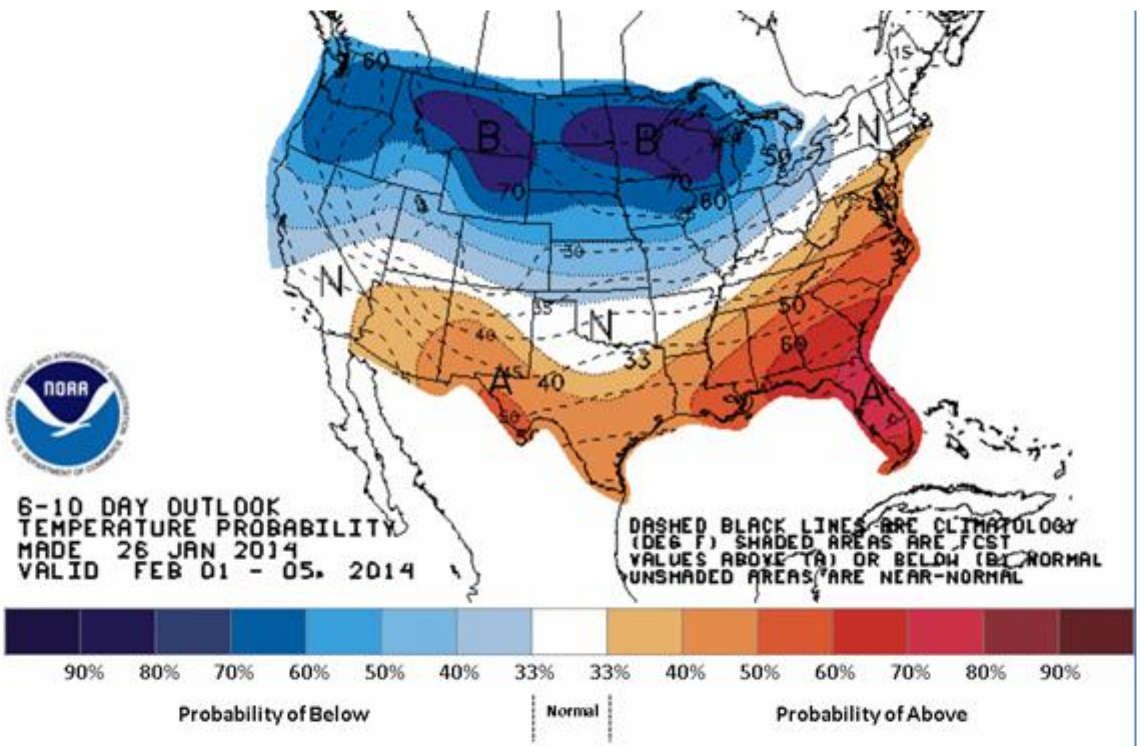


FIGURE 1.—National 6-10 Day Temperature Outlook (Courtesy of NOAA).

Temperatures in the Southeast, and up along the Mid-Atlantic, are expected to warm to above normal temperatures beginning the first week in February before returning to near seasonal norms in mid-February (Figure 2), which may reduce propane demand in those States and provide better conditions for suppliers to move product.

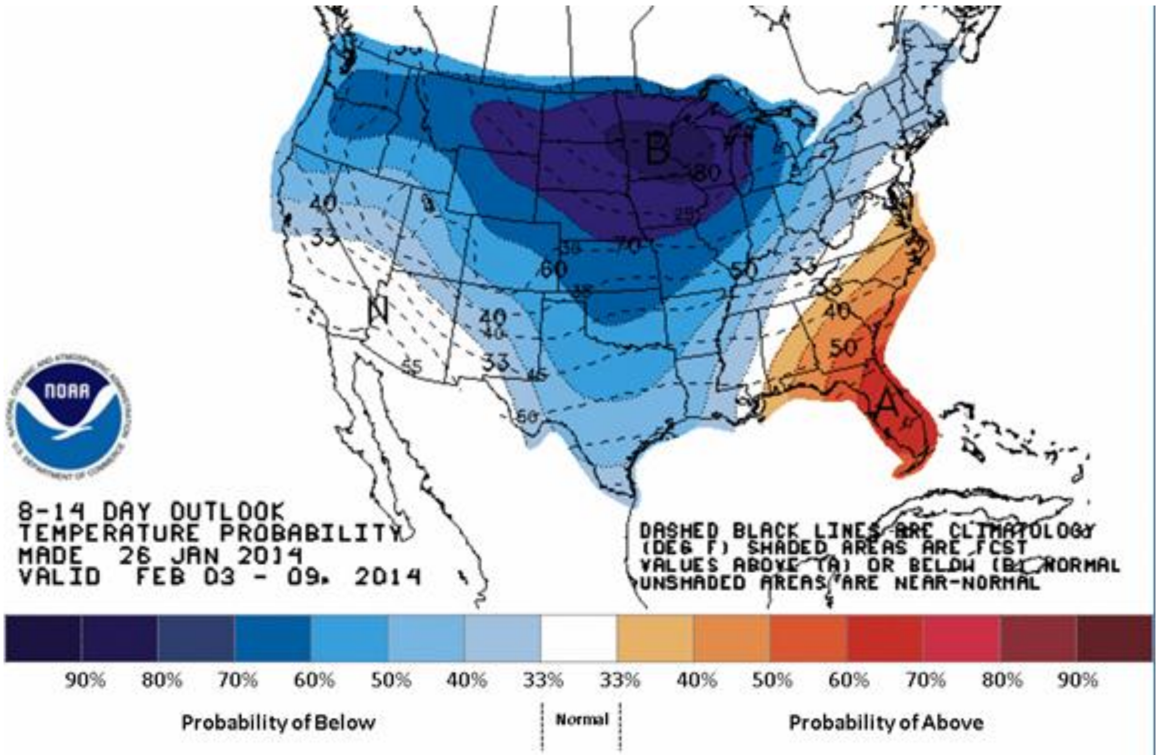


FIGURE 2.—National 8 - 14 Day Temperature Outlook (Courtesy of NOAA).

TRANSPORTATION ISSUES

Propane transportation presents a logistical challenge, and previously reported circumstances in the 13 January IATF/HITRAC IIA prevented regions in the Midwest and Northeast from fully replenishing inventories before the onset of winter.[1] This situation has been exacerbated by the growing number of States needing propane resupply and the limited number of railcars, trucks, and truck drivers available to meet demand.

The propane storage and transportation infrastructure is not keeping up with demand. Transportation of propane to and from storage centers remains a limiting factor, as existing storage depots are insufficient in many areas, especially in the Northeast. Propane is shipped from its point of production to bulk distribution terminals via pipeline, railroad, barge, truck, or tanker ship. Wholesale propane dealers fill trucks at the terminals and distribute propane to end users, including retail fuel sites.

[1] U.S. Energy Information Administration, accessed on 23 January 2014, http://www.eia.gov/oog/info/twip/twip.asp.

- Limited propane pipelines and an increasing reliance on rail and truck transportation have resulted in seasonal propane supply issues. There are large propane inventories stored in Conway, Kansas, and in Mont Belvieu, Texas, but logistical challenges continue to slow movement of propane to where it is needed.[2]
- There are a limited number of transport and delivery trucks (approximately 25,000 nationwide), and limited railway capacity (approximately 22,000 rail cars nationally), transporting propane to and from nearly 8,000 bulk storage and distribution terminals.
- During extreme weather, propane delivery becomes problematic if trucks and railways are unable to transport propane where it is needed. In addition, the number of available HAZMAT-certified truck drivers is limited, which often contributes to difficulties supplying some States as demand increases.

The Federal Government and impacted States have taken a series of measures designed to ease shortages including:

- Between 19-27 January, 2014 the FMCSA/DOT issued Regional Emergency Declarations for 3 regions, covering 35 States, to enable delivery of propane to households and businesses, as depicted in Figure 3.[3]
- On 24 January the Governor of Texas issued a 14 day waiver of DOT Hours of Service (HOS) restrictions and Texas State license and permit requirements to allow out-of-State propane truck drivers to transport propane in Texas which should expedite propane shipments to nearby States in need.[4,5] Texas, with the largest propane storage facilities in the Nation, has issued an Emergency Declaration to further assist in deliveries. Other States, not as deeply affected by the weather, have also seen an increase in out-of-State trucks purchasing propane for shipment to the Midwest and Northeast.

HAZMAT Drivers are normally limited to driving 70 hours a week in stretches of no more than 11 hours a day and must have at least 10 continuous hours off between driving "shifts".[1] Emergency Declarations allow HAZMAT drivers to work longer hours to transport propane to the hardest-hit areas. In addition to the extended HOS, requirements for State specific HAZMAT endorsements are being waved to provide greater flexibility and increase the number of drivers available.

[1] "U.S. Department of Transportation – Drivers Hours of Service," accessed on 10 January 2014, http://pcmala.org/2013/05/u-s-dot-driver-hours-of-service/.

[2] ICIS, accessed on 6 January 2013, http://www.icis.com/resources/news/2012/07/02/9574190/shrinking-us-storage-space.
[3] U.S. Department of Transportation, accessed on 6 January 2014, http://www.fmcsa.dot.gov/about/alerts/emergency-declarations_2013.aspx.
[4] Star Telegram, accessed on 23 January 2014, http://www.star-telegram.com/2014/01/22/5506228/state-waiver-sought-for-texas.html.
[5] KXAN.com, accessed on 25 January 2014, http://kxan.com/2014/01/23/texas-will-help-northern-states-facing-lp-gas-shortages/.

- In the Midwest and Northeast, limited propane supplies have forced some companies to "short-fill" customer tanks, providing limited amounts of propane instead of filling tanks full. Counties in Tennessee and Alabama have been forced to close schools, due to a lack of propane for heat.[6] Many affected States have been forced to limit or curtail propane deliveries to municipal and commercial facilities, as residential deliveries take priority.

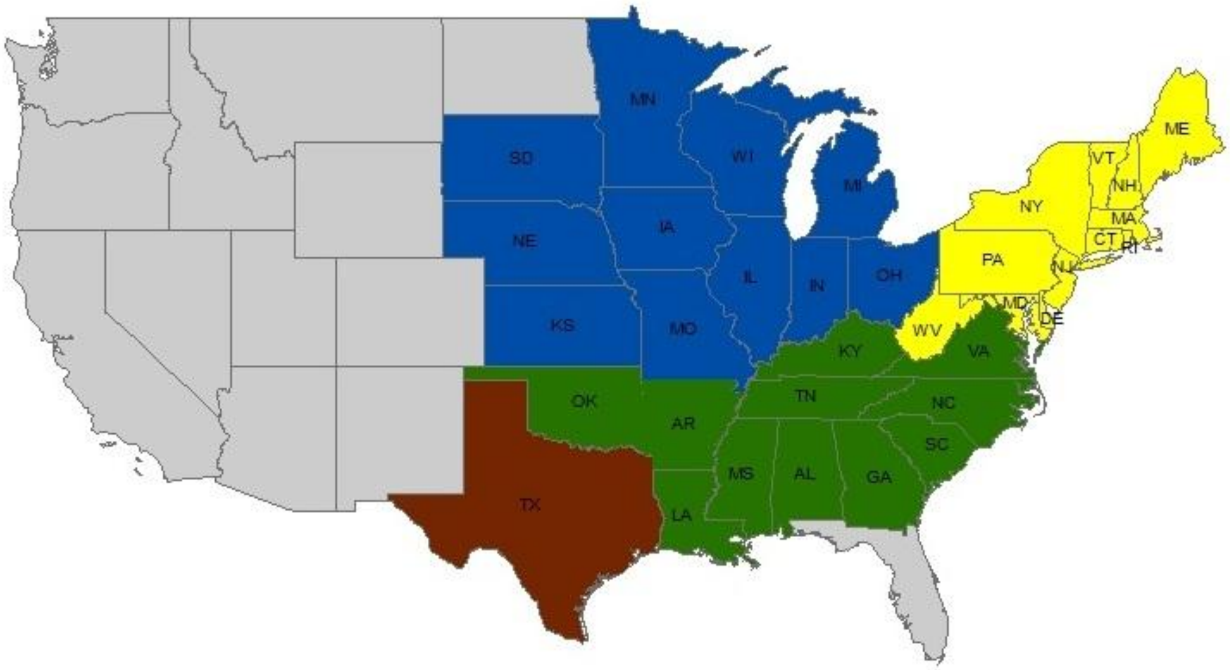


FIGURE 3.—FMCSA Regional Emergency Declaration Areas.

ECONOMIC IMPACTS

Market forces, distribution chokepoints, and increased transportation costs are causing the price of propane stocks to rise. While the national average cost per gallon of propane is $2.113 (an increase of $.86 over October 2013 prices), spot prices at the Conway, Kansas trading and storage hub in the Midwest have increased to $5.00 a gallon.[7] For comparison, spot propane prices for delivery at the key Gulf Coast hub at Mont Belvieu, Texas, only reached $1.61 a gallon on 23 January, 2014.[8] In Iowa, where nearly 15 percent of rural residences and business heat with propane, prices have jumped from nearly $3.00 on 23 January to $5.00 on 24 January eclipsing the previous record price of $3.00 set in the winter of 2008-2009.[9] Other States in the Midwest and Northeast are seeing similar price increases. Such dramatic propane price increases may result in slightly lower demand as high volume commercial and industrial users turn to alternatives for propane fueled heating and equipment. Residential consumers may resort to methods that lower their consumption such as lowering thermostats and reducing the use of

[6] WISTV.com, accessed on 23 January 2014, http://www.wistv.com/story/24523058/propane-shortage-closes-schools-keeps-homes-frigid.
[7] U.S. Energy Information Administration, accessed on 28 January 2014, http://www.eia.gov/dnav/pet/pet_pri_wfr_dcus_nus_m.htm.
[8] Reuters "Midwest Spot Propane Prices Surge to Near $5.00 a Gallon, accessed on 24 January 2014, http://www.reuters.com/article/2014/01/23/energy-propane-prices-idUSL2N0KX1FG20140123.
[9] Demoinesregister.com, accessed on 24 January 2014, http://www.desmoinesregister.com/article/20140123/Propane-prices-going-through-roof.

home appliances that rely on propane supplies. When possible, residential consumers may turn to alternative fuel sources to temporarily replace or augment home heating needs. These measures may combine to lower the overall demand and lower congestion in distribution networks to begin catching up.

As a result of the dramatic price increases, some States have begun providing emergency heating assistance to residents unable to afford the rising fuel costs. States are also offering assistance to retail suppliers who are unable to pay "upfront" as some companies are requiring payment before providing product. Beyond the immediate economic impact to residential customers, the rising cost of propane will begin to impact food costs as well. Chicken growers in Alabama and Mississippi, pig farmers and dairy farms in the Midwest will pay premium prices to maintain the livelihood and health of their stock. Commercial and industrial sectors will be impacted as they continue to utilize propane for warehouse heating, powering freight/bulk handling equipment, and vehicle fleets.

ATTACHMENT 6

U.S. Energy Information Administration

PETROLEUM & OTHER LIQUIDS

OVERVIEW | DATA | ANALYSIS & PROJECTIONS | GLOSSARY › | FAQS ›

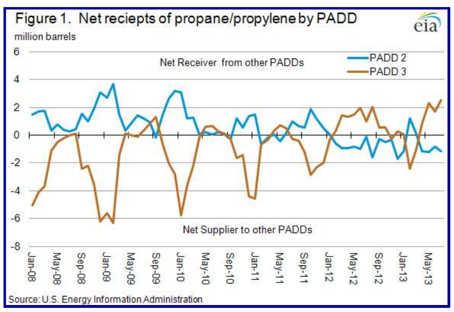
This Week In Petroleum - Summary Printer-Friendly Version

Released: October 2, 2013
Next Release: October 9, 2013

New production sources change domestic propane flows

Increasing domestic oil and gas production is changing the flow of propane in the United States. Propane, which many people think about only when turning on an outdoor grill, has many uses for petrochemical production, agriculture, and space heating, among others. Propane has historically moved in large volumes from the Gulf Coast (PADD 3), where much propane is produced and stored, to other regions in the United States to meet seasonal increases in winter space heating demand. More recently, increased propane supply in conjunction with natural gas and oil production from shale resources throughout the country has made it possible to meet a growing share of regional demand from in-region sources. This has decreased the need to transport propane from the Gulf Coast to other regions, and increased the flow of propane from new centers of production in the Midwest (PADD 2) and the East (PADD1) to the Gulf Coast's petrochemical demand centers, processing and storage infrastructure, and ports for shipment to global markets.

The use of propane as a heating fuel results in increased consumption during the winter (October-March). The seasonal variation in demand is regionally most evident in the Midwest, where over the past five years winter consumption has averaged 114% more than consumption in summer months (April-September). Before 2011, the large seasonal increase in Midwest demand was met with increased supply from the Gulf Coast (Figure 1). The East Coast was also supplied regularly by the Gulf Coast.



Growing production of both wet natural gas and light crude oil has increased the supply of propane. On the East Coast, increased propane production is associated with the development of the Marcellus Shale play. In the Midwest, rising propane production has been associated with shale gas development in the Woodford formation in Oklahoma and Bakken oil production in North Dakota. In the Rocky Mountains (PADD 4), there has been significant growth in propane supply from natural gas production in the Niobrara, Granite Wash, and other formations. And in the Gulf Coast region, propane production has grown as more light crude oil and wet gas are produced from the Eagle Ford formation.

With these production changes, propane supply flows within the United States have also changed. Propane from the Midwest is now moving south to the Gulf Coast to supply petrochemical demand and to gain access to the global market (Figure 2). The petrochemical industry on the Gulf Coast, along with substantial propane and other hydrocarbon gas liquids (HGL) storage infrastructure, is centered around Houston, Texas; Mont Belvieu, Texas; and Hattiesburg, Mississippi. Trade press reports indicate that the increased availability of propane and other feedstocks is supporting recent large investments in new and expanded petrochemical and HGL processing facilities.

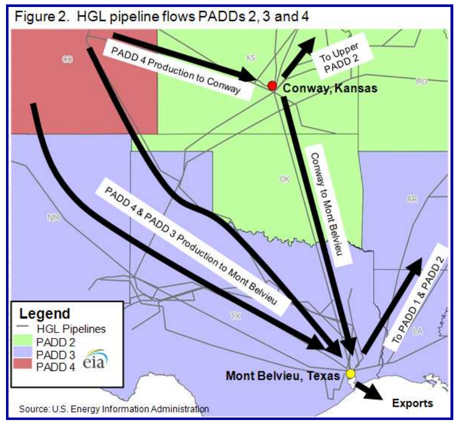
At the HGL hub of Conway, Kansas, which has 30% of the nation's propane storage, there has been an increase in pipeline capacity to receive propane from the Rockies and to send it south to the Gulf Coast. Before southbound capacity increased, prices for propane at Conway were cheaper than Gulf Coast prices at Mont Belvieu, which hosts half of the nation's propane storage. For the first six months of 2012, the spot price of propane at Mont Belvieu averaged 23 cents per gallon above the price at Conway. By the end of August 2012, the spread had declined to 10 cents per gallon. Thus far in 2013, the spread between Mont Belvieu and Conway has remained tight, averaging 4 cents per gallon.

The increase in overall propane supply has made U.S. propane exports more price-competitive in markets around the globe. Continued expanding capacity to export propane from locations such as Houston means that the Gulf Coast will continue to receive propane from other PADDs when the price differentials have narrowed, as is the case today.

Gasoline falls for a 4th week; diesel down the last three
The U.S. average retail price of regular gasoline decreased seven cents to $3.43 per gallon as of September 30, 2013, 38 cents lower than last year at this time, and the lowest price since January 28, 2013. Prices were down in all regions of the nation, with the largest decrease coming in the Midwest, where the price lost 11 cents to $3.35 per gallon. The Gulf and West Coast prices were $3.18 per gallon and $3.80 per gallon, respectively, down six cents from last week. On the East Coast, the price was $3.41 per gallon, five cents less than last week, and the Rocky Mountain price was four cents lower at $3.55 per gallon.

The national average diesel fuel price decreased three cents for a second consecutive week, to $3.92 per gallon, 16 cents lower than last year at this time. Prices decreased in all regions of the nation, with both the Midwest and West Coast prices dropping four cents, to $3.89 per gallon and $4.08 per gallon, respectively. On the East and Gulf Coasts, the price was $3.93 per gallon and $3.83 per gallon, respectively, both three cents lower than last week, and the Rocky Mountain price fell two cents to $3.93 per gallon.

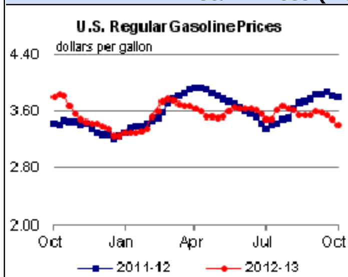
ATTACHMENT 6

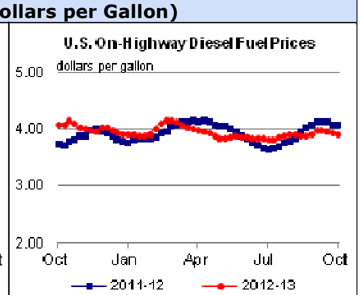


Propane stocks increase
Total U.S. inventories increased by 1.6 million barrels last week to end at 67.0 million barrels, about 8.6 million barrels (11.3%) lower than the same week last year. Gulf Coast inventories led the gain with 0.6 million barrels of new stocks. The East Coast and Midwest regions each grew by 0.4 million barrels, and the Rocky Mountain/West Coast stocks added 0.2 million barrels. Propylene non-fuel-use inventories represented 4.7% of total propane inventories.

Text from the previous editions of *This Week In Petroleum* is accessible through a link at the top right-hand corner of this page.

Retail Prices (Dollars per Gallon)

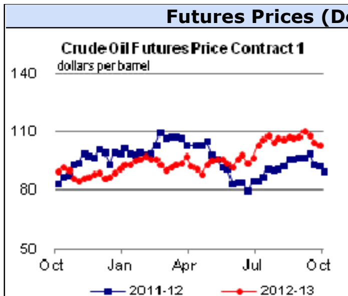


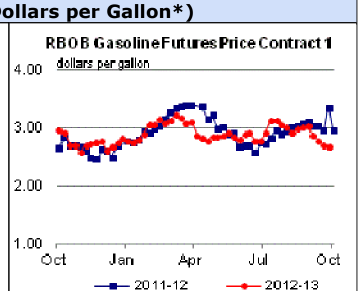


Retail Data		Change From Last	
09/30/13		Week	Year
Gasoline	3.425	-0.070	-0.379

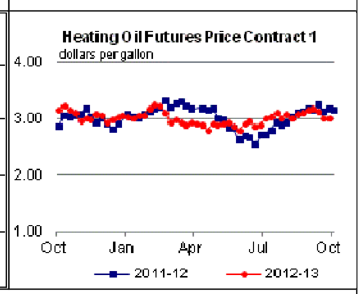
Retail Data		Change From Last	
09/30/13		Week	Year
Diesel Fuel	3.919	-0.030	-0.160

Futures Prices (Dollars per Gallon*)



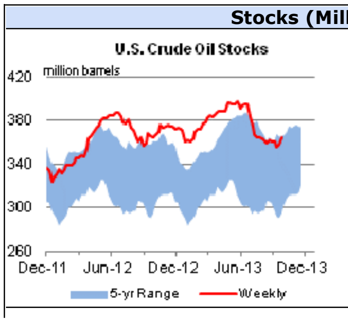


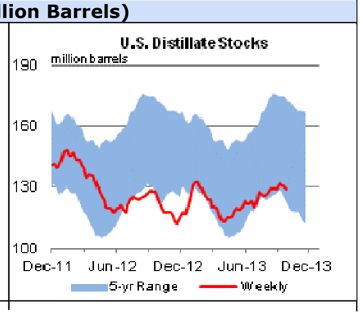
Futures Prices		Change From Last	
09/27/13		Week	Year
Crude Oil	102.87	-1.80	10.68
Gasoline	2.676	-0.008	-0.666
Heating Oil	2.990	-0.014	-0.179



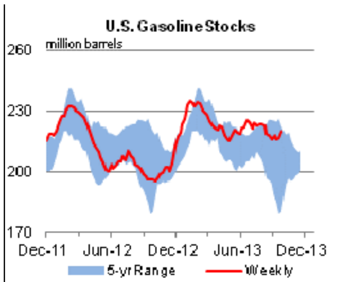
***Note:** Crude Oil Price in Dollars per Barrel.

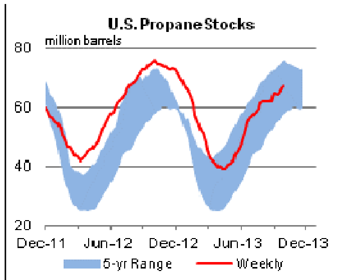
Stocks (Million Barrels)





ATTACHMENT 6





Stocks Data		**Change From Last**		**Stocks Data**		**Change From Last**	
09/27/13		**Week**	**Year**	**09/27/13**		**Week**	**Year**
Crude Oil	363.7	↑ 5.5	↓ -1.0	**Distillate**	129.2	↓ -1.7	↑ 5.1
Gasoline	219.7	↑ 3.5	↑ 23.8	**Propane**	67.025	↑ 1.570	↓ -8.559

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Enterprise TE Products Pipeline Company, LLC) Docket No. IS14-___-000

VERIFIED STATEMENT OF NATIONAL PROPANE GAS ASSOCIATION IN SUPPORT OF REQUEST FOR EMERGENCY RELIEF

1. My name is Philip A. Squair, Senior Vice President, Public and Governmental Affairs, of the National Propane Gas Association ("NPGA"). NPGA is the national trade association of the LP-gas (principally propane) industry with a membership of about 3,000 companies, including 38 affiliated state and regional associations representing members in all 50 states. NPGA members supply propane to residential, commercial, and agricultural consumers throughout the United States, including the areas of the Midwest and Northeast which are currently experiencing propane shortages. Various association members are shippers on or purchasers of propane shipped on Enterprise TE Products Pipeline Company LLC's ("Enterprise TE") pipeline which serves the Midwest and Northeast propane markets.

2. Due to unique weather and other circumstances beyond the control of shippers, propane supplies throughout the country, particularly the Midwest and Northeast, have reached dangerously low levels. It is my understanding, based on information provided by NPGA members, that multiple terminals in the Midwest and Northeast are out of propane, will be out soon or will not be able to keep up with demand absent additional propane volumes. These terminals include Marysville (DCP) in Michigan; Lima Cavern (Husky) and Todhunter (Enterprise) in Ohio; and Bath (Crestwood), Hartford Mills (Enterprise), and Watkins Glen (Enterprise) in New York. Each of these terminals is either served by Enterprise TE or can be supplied with propane through shipments on Enterprise TE to nearby locations. Providing

priority transportation for propane on Enterprise TE would help replenish critically-needed supplies in these locations.

3. Additionally, supplying these locations with propane from Mont Belvieu via Enterprise TE would relieve pressure on the propane stocks in Conway, Kansas. Propane at Conway, Kansas, which is served by Mid-America pipeline, is currently being diverted to the Indiana market. This market could be effectively served by Enterprise TE, providing an alternative to Conway and reducing the pressure on propane supplies there.

4. I and NPGA members have had discussions with Enterprise TE regarding providing propane shipments with priority service. In particular, we have asked Enterprise TE whether providing this priority service would have adverse consequences for shipments of gasoline, diluent, or other refined products. Enterprise TE has stated that it has been in communication with shippers of these products, but it has not yet provided needed relief by moving additional propane. Although Enterprise TE has raised general concerns about its ability to disrupt shipments of diluent, it has not raised any specific concerns or objections to me indicating that providing propane priority transportation would result in significant adverse consequences.

5. I hereby certify and swear that the information contained in this Verified Statement and in the accompanying Request for Emergency Relief, and Expedited Consideration of Waiver of Proration Policy are accurate and complete to the best of my knowledge, information and belief.

Philip A. Squair
Philip A. Squair
Date: Feb 6, 2014

Given under my hand and seal of office, this 6 day of February 2014.

Donna C. Pieper
Notary Public

My commission expires Donna C. Pieper
Notary Public, District of Columbia
My Commission Expires 6/30/2014

ATTACHMENT 8

Powers, Richard E. Jr.

From:	Van Buren, Tom <tvanburen@fna.com>
Sent:	Friday, January 24, 2014 6:35 PM
To:	jpetrash@npga.org; Phil Squair; Powers, Richard E. Jr.
Subject:	FW: LPG UPDATE: ***Enterprise to Place Dixie Pipeline's Apex Terminal on Allocation

2014-01-24 06:29:06 EST
***Enterprise to Place Dixie Pipeline's Apex Terminal on Allocation

Enterprise has notified customers that the Apex, N.C., terminal of the Dixie Pipeline will go on allocation effective Sunday, Jan. 26, 2014, at 8 AM eastern time. Enterprise told customers that the extremely cold weather of the past week has caused unusually high demand at the storage facility and all the Dixie terminal and stocks at Apex have been drawn down to the level triggering the allocation.

For several weeks, the Dixie terminals have seen strong demand and long truck lines, and slow loading rates, according to sources, with Midwest suppliers and retailers pulling from the Dixie terminals as the Midwest has seen outages and allocations.

Pipeline delivery rates have been exceeded by truck liftings at the racks, prompting slow loading rates as trucks are filled "off the line,"
a practice of by-passing tankage with propane coming up the pipeline.
Enterprise said it expects these loading conditions to "continue for the duration of the current heating season due to the significantly higher demand for propane," said an announcement sent to customers, obtained by OPIS.

ATTACHMENT 9

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

OIL PIPELINE FILING

October 16, 2013

Ms. Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street N. E., Room 1A-209
Washington, D.C. 20426

Dear Ms. Bose:

Enterprise TE Products Pipeline Company LLC ("Enterprise TE") submits FERC Tariff No. 55.31.0, to be effective October 18, 2013 on one (1) days' notice, in compliance with the Interstate Commerce Act ("ICA") and the rules and regulations of the Federal Energy Regulatory Commission ("FERC").

Purpose of Filing

FERC Tariff No. 55.31.0, which cancels FERC Tariff No. 55.30.0 (issued in Docket No. IS13-526-000) is being issued to establish three new initial rates for service, in connection with proposed new movement of "diluent" from Mont Belvieu, TX to Manhattan, IL. Specifically, as shown in Item No. 340 ("Volume Incentive, Non-Incentive and Priority Service Rates for Diluents"), Enterprise TE is proposing for these movements a volume incentive rate of 186.0 cents per barrel, a general commodity rate of 193.4 cents per barrel, and a priority service rate one cent per barrel higher than the effective general commodity rate. These initial rates are all proposed under the authority of 18 CFR § 342.2(b) Establishing Initial Rates (see Affidavit Attachment A).

The background to the new diluent service project, including the contract, rate and "priority service" prorationing structure proposed, was fully described to the Commission in Enterprise TE's May 14, 2013 petition for declaratory order submitted at Docket No.OR13-20-000. In its August 1, 2013 order conditionally[1] granting the petition, the Commission found that Enterprise TE's "terms for priority service, the tariff rate structure, and service request allocation methodology are indeed consistent with prior projects approved by the Commission." *Enterprise TE Pipeline Company LLC*, 144 FERC ¶ 61,092 at P. 16 (2013). The new rates, and the changes to the rules and regulations to implement the new service, are described as follows:

---

[1] The Commission granted Enterprise TE's petition conditioned on a requirement that Enterprise TE supplement its open season by providing the terms of the diluent project open season to all parties expressing interest in the project. Order at P. 24. In compliance, Enterprise TE conducted an additional open season which concluded on September 6, 2013.

1. In the Table of Contents, a reference to the new diluent service rates has been added, along with a reference to the new Item No. 340 "Volume Incentive, Non-Incentive, and Priority Rates for Diluent."
2. In Item No. 5, Definitions, changes to certain existing definitions and new definitions related to the diluent service have been added, including definitions of "Contract Shipper," "Diluent" and Priority Service."
3. In Item 80, Product Acceptable, Enterprise TE has added a reference to the requirement for diluent to meet required product specifications.
4. In Item No. 95, Proration of Pipeline Capacity, the reference date of Enterprise TE's prorationing procedures has been updated, in reference to the changes that Enterprise TE has made to those procedures as described below.
5. Item No. 130 has been modified to set forth the nomination procedures to be followed by shippers nominating service on Enterprise TE's pipeline system, and in particular describes the procedures for Contract Shippers to follow when the pipeline is under allocation in order to elect to receive priority rate service.
6. In new Item No. 340, Enterprise TE has posted the three new initial rates for diluent service, and included a description of the conditions for eligibility for each of the respective rates.

Other than the changes described above, there are no other changes being proposed to Enterprise TE's tariff.

Attached to this filing as Attachment B is a copy of Enterprise TE's revised allocation procedures, updated as of October 18, 2013. These updated procedures include changes made to reflect the inclusion of the priority service for diluent that has been approved by the Commission as noted above, as well as certain updates to the existing procedures relative to other product movements. These updates are intended to provide a more fulsome description of the allocation procedures that Enterprise TE will follow when it is on allocation, in order to provide greater clarity and transparency to its shippers. The procedures are modeled on allocation procedures implemented in the products pipeline industry and include, for example, provisions to reserve an initial volume of capacity for availability to New Shippers.

Although Enterprise TE's allocation procedure has been updated as of October 18, 2013, 2013, Enterprise TE advises the Commission that it has submitted a copy of that new procedure to the Federal Trade Commission ("FTC") as required by notification obligations set forth in the FTC's Docket No. C-4173, Decision and Order dated October 31, 2006. While Enterprise TE intends to apply the diluent priority capacity to electing shippers as previously approved by this Commission, out of an abundance of caution Enterprise TE will continue to apply its existing allocation procedures pending FTC review.

Special Permission

Pursuant to 18 CFR § 341.14 – Special Permission, Enterprise TE requests that it be granted a waiver under Section 6(3) of the ICA to file the above subject tariff on one (1) days' notice. While Enterprise TE regrets any inconvenience that may result from this shortened notice period, it was made necessary by uncertainty surrounding the completion of required interconnecting facilities. Those facilities are now ready to become operational, and unaffiliated Shippers have requested that the associated service be established as soon as possible. Enterprise TE understands that this tariff filing is conditionally accepted subject to refund pending a thirty (30) day review period.

Certification and Contact Information

I hereby certify that I have on or before this date sent one copy of this filing to each tariff subscriber by means of transmission agreed upon in writing by the subscriber.

Pursuant to Section 343.3 of the Commission's regulations, Enterprise TE respectfully requests that all protests, complaints, suspensions, motions, or orders which in anyway affect this publication be transmitted to Diane A. Daniels, concurrent with their filing/issuance, via facsimile (713) 381-8290 and confirmed at (832) 387-7443.

If you need further information concerning this tariff filing, please feel free to contact me at (713) 381-4751.

Respectfully,

/s/ Diane A. Daniels
Diane A. Daniels
Sr. Specialist, Regulatory Affairs
Enclosures

ATTACHMENT A
AFFIDAVIT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, Russell H. Kovin, VP, NGL's for Enterprise TE Products Pipeline Company LLC ("Enterprise TE") being first duly sworn, state to the best of my knowledge, information and belief the following facts under oath in compliance with 18 CFR § 342.2(b):

The new rates set forth in Enterprise TE FERC Tariff No. 55.31.0 ("Tariff"), Item No. 340, effective October 18, 2013, have been agreed to, in writing, by a non-affiliated shipper who intends to use the service set forth in the Tariff.

Russell Kovin

Russell H. Kovin
VP, NGL's

Subscribed and sworn to before me this 15th **day of October, 2013.**

DEANA MARTIN
Notary Public, State of Texas
My Commission Expires
June 05, 2014

Deana Martin

Notary Public in and for
Harris County, Texas

ENTERPRISE TE PRODUCTS PIPELINE COMPANY
SYSTEM PRORATION POLICY

Dated – October 18, 2013

Proration of Capacity

This Proration Policy will be used by the Carrier to allocate Available Capacity among all Products shippers for any Allocation Month for which Carrier determines, in its sole discretion, that the aggregate volume of Products Nominated by all Shippers for receipt into Carrier's system exceeds Available Capacity. Carrier may elect to allocate its Available Capacity on any equitable basis, in a manner different from this policy, during a generally recognized emergency period in order to help alleviate the emergency conditions.

1. **Definitions**

a. "Allocation Month" means any calendar month for which Carrier has determined that Nominated volumes exceed Available Capacity.

b. "Available Capacity" means, with respect to any segment of Carrier's pipeline system, total projected available capacity for the Allocation Month on such segment, under then-current operating conditions as determined by Carrier, net of any capacity leased to others.

c. "Base Period" means the historic period used by Carrier to calculate the capacity to be allocated to a Shipper during an Allocation Month, as described more fully in this Proration Policy.

d. "Carrier" or "Enterprise TE" means Enterprise TE Products Pipeline Company LLC.

e. "Contract Shipper" means a Shipper that is party to a TSA.

f. "LPGs" means either propane, iso-butane or butane, in each case meeting Carrier's fungible specifications.

g. "LPGs Allocated Capacity," is the total capacity to be allocated to LPGs Shippers in an Allocation Month, as determined in accordance with Item 2.B.

h. "Minimum Volume" means the aggregate minimum quantity of Product that a Contract Shipper guarantees to ship and take delivery of at a destination, or to pay a shortfall payment for failure to ship such minimum quantity, during a month under its TSA.

i. “New Shipper” means any Shipper who is not a Regular Shipper.

j. “Nominated” or “Nomination” means Products validly nominated for movement in Carrier’s system in accordance with Carrier’s nomination procedures set forth in its published tariffs.

k. "Priority Capacity" means capacity available to Contract Shippers, which is not subject to proration. Priority Capacity will not exceed 81,000 barrels per day of the capacity on mainline segments.

l. “Products” means Refined Products and LPGs.

m. “Refined Products” means motor fuels, distillate, natural gasoline, diluent, and similar products for which Carrier elects to offer transportation service on Carrier’s system.

n. “Refined Products Allocated Capacity” is the total capacity to be allocated to Refined Products Shippers in an Allocation Month, as determined in accordance with Item 2.B.

o. “Regular Shipper” means any Shipper who has actually moved Product in each month of the Base Period.

p. “Shipment History” means the volume of Products moved through an applicable segment of Carrier’s pipeline system by a Shipper during the applicable Base Period.

q. “Shipper(s)” means the party or parties who have shipper status to nominate Products for movement under Carrier’s published tariff for Products movements.

r. “TSA” means a transportation services agreement that was executed by a Contract Shipper with Carrier, pursuant to an open season conducted by Carrier, and which includes a Shipper option to purchase Priority Capacity.

2. Determination of Allocated Capacity

During an Allocation Month, Available Capacity shall be allocated by Carrier in accordance with the following sequence:

A. First, each Contract Shipper that Nominates Priority Capacity for its Minimum Volume for such Allocation Month shall be allocated capacity equal to the lesser of (i) one hundred (100) percent of its Minimum Volume, and (ii) its Nominated barrels. Any remaining portion of such Contract Shipper’s Nominated volume shall be allocated under Item 2.B, below.

B. Second, any remaining Available Capacity for the Allocation Month will initially be allocated between Refined Products Shippers and LPGs Shippers, pro rata based on the ratio of the historic movements of these Products, determined as follows: the allocation factor to each of those two classes of Shippers will be based on total delivered barrels of interstate and intrastate movements by those Shippers through the segment of Carrier's system to be allocated, during (i) the same calendar month in the year previous to the current year, plus (ii) the same calendar month in the year two years previous to the current year. The respective shares of such total allocated Available Capacity shall be the "Refined Products Allocated Capacity (R)" and the "LPGs Allocated Capacity (L)," respectively, and shall be allocated to the applicable Shippers in accordance with the procedures set forth in Exhibits "A" and "B" hereto.

3. Notification

Carrier shall notify each Shipper of its allocated capacity in accordance with the notification timelines set forth in the Nomination provisions of Carrier's published tariff(s). Shippers shall have, following Carrier's notification of each Shipper's allocated capacity, three days to submit revisions to their initial Nominations so as to distribute their allocated capacity amongst the Products, origins, and destinations then served by Carrier. Should Shipper's revised nominations exceed its allocated capacity for LPG or Refined Products, as applicable, Carrier shall have the right to alter any or all of Shipper's nominations in its sole discretion such that the nominations do not exceed the capacity allocated to Shipper.

4. Good Faith Tenders

Carrier will accept only good faith Nominations from Shippers, and Carrier shall use whatever reasonable means necessary to determine whether Nominations are made in good faith. Good faith means the non-contingent ability of Shipper to deliver to Carrier at the origin(s), or to receive from Carrier at the destination(s) specified in the Nomination, all of the volume Nominated during the time period for which the Nomination is made. Carrier may request any additional documentation from Shipper indicating Shipper's ability to deliver and/or receive the Products Nominated.

5. Failure to Use Allocated Capacity

Except for a Contract Shipper with respect to its Minimum Volume, if a Shipper fails to deliver at the origin(s) or fails to remove at the destination(s), specified by it in its Nomination, Products sufficient to fill its allocated capacity and such failure has not been caused by force majeure, as substantiated in a manner satisfactory to the Carrier, Shipper shall pay the transportation charges under Carrier's published tariff for the applicable Product movement for such unused allocated Capacity, and Carrier shall also have the right, in a non-discriminatory manner, to reduce such Shipper's allocated capacity for the next Allocation Month in which such Shipper Nominates Product by an amount equal to such unused allocated capacity.

6. Constricted Receipt or Delivery Facilities

To fully utilize Carrier's system capacity during times of allocation, Carrier will review all receiving and delivery facilities to determine if any are incapable of injecting or receiving at Carrier's existing flow rates or throughput rates, and if there are such restricted facilities, Shippers using them will be subject to reduction of up to one hundred percent (100%) of the quantity nominated from or to the restricted facility. Carrier reserves the right to adjust allocations at restricted facilities in order to maximize total available pipeline capacity and throughput. Nominations from or to facilities that can inject or receive at Carrier's existing flow rates or throughput rates, or greater, will all be given equal priority.

7. Multiple Shipper Accounts

Unless otherwise instructed by Shipper, Carrier will consolidate the movement history and Nominations of all of the Shipper's Products accounts for Shippers who have multiple Shipper accounts. Total allocated capacity will automatically be distributed among such Shipper's various accounts with any excess capacity allotment on one of its accounts being transferred to any account for which Nominated volume exceeds allotted capacity for that account. Nothing in this Item No. 7 will allow such Shipper to receive a capacity allocation greater than the total allocated capacity that such Shipper would be entitled to if all of its movement history were consolidated in one Shipper account.

8. No Enhancement of Allocation

In no event will a capacity allocation to a Shipper be used in such a manner that will enhance the allocated capacity of another Shipper beyond the allocated capacity that such Shipper would be entitled to under this Proration Policy. Carrier may require written assurances from a responsible officer of Shipper regarding its use of its allocated capacity stating that Shipper has not violated this Policy.

9. Transfer of Allocated Capacity and Shipment History

Except as provided in this Item 9, a Shipper's allocated capacity or Shipment History may not be assigned, conveyed, loaned, transferred to, or used in any manner by another Shipper. Upon ten (10) working days' notice to Carrier, a Shipper's Shipment History may be transferred (i) to a successor to substantially all of the Shipper's business, or (ii) to a third party based on an agreement between the Shipper and such third party, if the Shipper provides Carrier with a letter or letters signed by authorized individuals in the Shipper's organization and the third party's organization agreeing to the transfer. Such letter will be on a form provided by Carrier and must contain, at a minimum, the following information:

a. The percent of the Shipper's Shipment History to be transferred to the third party's account.

b. The effective date of the transfer of such Shipment History. Such date must be as of the beginning of a calendar month and cannot be done retroactively and shall not be less than ten (10) days after Carrier receives notice of the proposed letter.

Carrier, after receipt of such information, will confirm in writing such transfer with the Shipper and the third party. Carrier shall be entitled to fully rely on, and conform its records to, the requested transfer.

The transfer to a third party of a Shipper's Shipment History does not give such third party Shipper status on Carrier's pipeline system to the extent that such third party is not already a Shipper. Such third parties must apply for Shipper status.

Any assignment of Shipment History approved by Carrier shall be irrevocable.

EXHIBIT "A"

ENTERPRISE TE PRODUCTS PIPELINE COMPANY SYSTEM PRORATION POLICY

REFINED PRODUCTS ALLOCATION PROCEDURES

A. Allocation of Refined Products Allocated Capacity Among Refined Product Shippers:

1. New Shippers shall be included in the allocation of Refined Products Allocated Capacity. Total Refined Products Allocated Capacity available for New Shippers will not exceed 7.0% of the capacity of the applicable pipeline segment. Each New Shipper will be granted an initial allocated capacity of 10,000 barrels of Refined Products for the allocation month, provided that such initial allocation of capacity shall not be made to more than one of any affiliated New Shipper(s). If the aggregate capacity granted pursuant to the previous sentence exceeds 7.0% of the Refined Products Allocated Capacity of the applicable pipeline segment, each New Shipper's allocation will be reduced on a proportional basis so that total Refined Products Allocated Capacity allotted to New Shippers does not exceed 7.0% of the Refined Products Allocated Capacity of the applicable pipeline segment. Any unused capacity shall become available for allocation among Regular Shippers.
2. Calculate, on the basis of delivered barrels of interstate and intrastate movements with Gulf Coast or Eldorado origins through Carrier's applicable pipeline segment, the total barrels of any/all Refined Products delivered during the rolling twelve-month period ending the calendar month that is two months prior to the allocation month, and divide this value by 12 to obtain the average monthly historical flow of Refined Products during this period. (For instance, if October 2013 is the allocation month, calculate the total Refined Product deliveries during the period of September 2012 through August 2013, and then divide this total value by 12). (Let R^{H}_{all} equal this value).
3. Calculate, on the basis of delivered barrels with Gulf Coast or Eldorado origins, the total barrels of any/all Refined Products delivered for a particular Shipper during the rolling twelve-month period ending the calendar month that is two months prior to the allocation month, and divide this value by 12 to obtain the average monthly historical flow of Refined Products delivered for that Shipper during this period. (For instance, if October 2013 is the allocation month, calculate the total Refined Product deliveries for that Shipper during the period of September 2012 through August 2013, and then divide this total value by 12). (Let $R^{H}_{shipper}$ equal this value).
4. Calculate the total available barrels of capacity for Refined Products which will be allocated to that Shipper by taking this average ($R^{H}_{shipper}$), divided by the average for this same period of the total amount of barrels of Refined

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Productsshipped by all Shippers (R^{H}_{all}), and multiplying this quotient by the total barrels of capacity allocated to Refined Products for the flow month (R). $R_{shipper} = (R^{H}_{shipper} / R^{H}_{all}) * R$.

5. Find the lower of (a) $R_{shipper}$ calculated above or (b) $R'_{shipper}$ (Shipper's nominated Refined Products flow). Final Refined Products capacity allocated to a particular Shipper ($R_{shipperF}$) is the lower of these two values. $R_{shipperF} = MIN (R_{shipper}, R'_{shipper})$.

EXHIBIT "B"

ENTERPRISE TE PRODUCTS PIPELINE COMPANYPIPELINE SYSTEM PRORATION POLICY

LPGs ALLOCATION PROCEDURES

A. Initial Allocation of LPGs Allocated Capacity Amongst Iso-Butane, Normal Butane and Propane Shippers:

1. New Shippers shall be included in the allocation of LPG Allocated Capacity. Total LPG Allocated Capacity available for New Shippers will not exceed 7.0% of the LPG Allocated Capacity of the applicable pipeline segment. Each New Shipper will be granted an initial allocated capacity of 10,000 barrels of LPGs for the allocation month, provided that such initial allocation of capacity shall not be made to more than one of any affiliated New Shipper(s). If the aggregate capacity granted pursuant to the previous sentence exceeds 7.0% of the capacity of the applicable pipeline segment, each New Shipper's allocation will be reduced on a proportional basis so that total LPG capacity allocated to New Shippers does not exceed 7.0% of the LPG Allocated Capacity of the applicable pipeline segment. Any unused capacity shall become available for allocation among Regular Shippers.
2. Calculate, on the basis of delivered barrels through Carrier's applicable pipeline segment, the total barrels of any/all isobutane delivered for the calendar month of allocation in the year previous to the current year, and for the calendar month of allocation in the year two years previous to the current year. (For instance, if October 2013 is the allocation month, calculate the total isobutane deliveries during October 2012 and October 2011). (Let A and B, respectively, equal these values).
3. Take the average of A and B. Let J equal this value. J=(A+B)/2.
4. Calculate, on the basis of delivered barrels through Carrier's applicable pipeline segment, the total barrels of any/all normal butane delivered for the calendar month of allocation in the year previous to the current year, and for the calendar month of allocation in the year two years previous to the current year. (For instance, if October 2013 is the allocation month, calculate the total normal butane deliveries during October 2012 and October 2011). (Let E and H, respectively, equal these values).
5. Take the average of E and H. Let M equal this value. M=(E+H)/2.
6. Calculate, on the basis of delivered barrels of interstate and intrastate movements through Carrier's applicable pipeline segment, the total barrels of any/all propane delivered for the calendar month of allocation in the year previous to the current year, and for the calendar month of allocation in the year two years previous to the current year. (For instance, if October 2013 is the allocation month, calculate the total propane deliveries during October 2012 and October 2011, respectively, and then divide the total by 2 to obtain an average volume for those two months). Let Q equal this value.

7. Sum J, M, and Q. Let V equal this value. V=(J+M+Q).
8. Total barrels available for isobutane I is the pro rata share of isobutane to the total LPG volume. I=(J/V)*L.
9. Total barrels available for normal butane N is the pro rata share of normal butane to the total LPG volume. N=(M/V)*L.
10. Total barrels available for propane P is the pro rata share of propane to the total LPG volume. P=(Q/V)*L.

<u>B. Capacity allocations determined in accordance with the above procedure shall then be allocated to the respective LPGs Shippers as follows</u>:

<u>1. Allocation between individual Shippers of total barrels of capacity allocated to Isobutane (I)</u>

a) Calculate, on the basis of delivered barrels through Carrier's applicable pipeline segment, the total barrels of isobutane delivered for a particular Shipper during the calendar month of allocation in the year previous to the current year, and for the calendar month of allocation in the year two years previous to the current year. (For instance, if October 2013 is the allocation month, calculate the total deliveries of isobutane for that shipper during October 2012 and October 2011). Let I^{red} and I^{green} equal these values (for each Shipper).
b) Let I^H equal the average of the two values. $I^H_{shipper} = (I^{red} + I^{green}) / 2$.
c) Calculate the total available barrels of capacity for isobutane which will be allocated to that Shipper by taking this average, divided by the average for those same two months of the total amount of barrels of isobutane shipped by all Shippers, and multiplying this quotient by the total barrels of capacity allocated to isobutane (I). $I_{shipper} = (I^H_{shipper} / I^H_{all}) * I$.
d) Find the lower of: (a) $I_{shipper}$ calculated above or (b) $I'_{shipper}$ (Shipper's nominated isobutane flow). Final isobutane capacity allocated to a particular Shipper ($I_{shipperF}$) is the lower of these two values. $I_{shipperF} = MIN (I_{shipper}, I'_{shipper})$.

<u>2. Allocation between individual Shippers of total barrels of capacity allocated to Normal Butane (N)</u>

a) Calculate, on the basis of delivered barrels through Carrier's applicable pipeline segment, the total barrels of normal butane delivered for a particular Shipper during the calendar month of allocation in the year previous to the current year, and for the calendar month of allocation in the year two years previous to the current year. (For instance, if October 2013 is the allocation month, calculate the total deliveries of normal butane for that Shipper during October 2012 and October 2011). Let N^{red} and N^{green} equal these values (for each Shipper).
b) Let N^H equal the average of the two values. $N^H_{shipper}=(N^{red} + N^{green}) / 2$.
c) Calculate the total available barrels of capacity for normal butane which will be allocated to that Shipper by taking this average, divided by the average for those same two months of the total amount of barrels of normal butane shipped by all Shippers, and multiplying this quotient by the total barrels of capacity allocated to normal butane (N). $N_{shipper} = (N^H_{shipper} / N^H_{all}) * N$.

d) Find the lower of: (a) $N_{shipper}$ calculated above or (b) $N'_{shipper}$ (shipper's nominated normal butane flow). Final normal butane capacity allocated to a particular Shipper ($N_{shipperF}$) is the lower of these two values. $N_{shipperF}$ = MIN ($N_{shipper}$, $N'_{shipper}$).

<u>3. Allocation between individual Shippers of total barrels of capacity allocated to Propane (P)</u>

a) Calculate, on the basis of delivered barrels through Carrier's applicable pipeline segment, the total barrels of propane delivered for a particular Shipper during the calendar month of allocation in the year previous to the current year, and for the calendar month of allocation in the year two years previous to the current year. (For instance, if October 2013 is the allocation month, calculate the total deliveries of propane for that Shipper during October 2012 and October 2011). Let P^{red} and P^{green} equal these values (for each Shipper).

b) Let P^H for a particular Shipper equal the average of the two values. $P^H_{shipper}=(P^{red} + P^{green}) / 2$.

c) Calculate the total available barrels of capacity for propane which will be allocated to that Shipper by taking this average ($P^H_{shipper}$), divided by the average for this same period of the total amount of barrels of propane shipped by all Shippers (P^H_{all}), and multiplying this quotient by the total barrels of capacity allocated to propane for the flow month (P). $P_{shipper} = (P^H_{shipper} / P^H_{all}) * P$.

d) Find the lower of: (a) $P_{shipper}$ calculated above or (b) $P'_{shipper}$ (Shipper's nominated propane flow). Final propane capacity allocated to a particular Shipper ($P_{shipperF}$) is the lower of these two values. $P_{shipperF}$ = MIN ($P_{shipper}$, $P'_{shipper}$).

ATTACHMENT 9

FERC ICA OIL TARIFF

FERC No. 55.31.0
(cancels FERC No. 55.30.0)

NOTICE OF TEMPORARY EMBARGO

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

LOCAL AND JOINT PIPELINE TARIFF
IN CONNECTION WITH WOOD RIVER PIPE LINES LLC
FOR
NON-INCENTIVE AND VOLUME INCENTIVE RATES

CONTAINING RULES & REGULATIONS GOVERNING

THE TRANSPORTATION AND HANDLING OF

[N] DILUENT, PETROLEUM PRODUCTS

AND UNFINISHED GASOLINE

TRANSPORTED BY PIPELINE

FROM ORIGINS IN ARKANSAS, ILLINOIS, INDIANA, LOUISIANA AND TEXAS

TO DESTINATIONS IN ARKANSAS, ILLINOIS, INDIANA, KENTUCKY, LOUISIANA, MISSOURI, OHIO, TENNESSEE AND TEXAS

[N] Issued under the authority of 18 CFR § 342.2(b) – Establishing Initial Rates.

NOTICE OF TEMPORARY EMBARGO

Enterprise TE FERC Tariff No. 55.23.0 was issued to temporarily embargo movements of Refined Products with origins outside of the state of Ohio to Lima and Lebanon, Ohio and Cincinnati/Northern Kentucky International Airport destinations. Enterprise TE requests that the temporary embargo remain in effect until a tariff filing is made to cancel the embargo and specify the date that the pipeline is operational. Movements to all other origins and destinations are unaffected by this embargo.

[N] Issued on one (1) days' notice under the authority of 18 CFR § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.

[F1], [F2], [F3], and [F4] This tariff contains rates that are higher for shorter than longer distances over the same route. Such departure from the terms of the amended Fourth Section of the Interstate Commerce Act is permitted by authority of the Federal Energy Regulatory Commission, Fourth Section Applications dated March 14, 2003, May 14, 2010, March 21, 2011, and March 16, 2012 respectively, as indicated herein.

THE RATES NAMED IN THIS TARIFF ARE FILED IN COMPLIANCE WITH 18 CODE OF FEDERAL REGULATIONS § 342.3 (INDEXING) AND § 342.4(B) (MARKET-BASED) PURSUANT TO THE COMMISSION'S ORDER ON APPLICATION FOR MARKET POWER DETERMINATION, TE PRODUCTS PIPELINE COMPANY, L.P., DOCKET NO. OR99-6-000, ISSUED APRIL 25, 2001.

All rates in this tariff are expressed in cents-per-barrel of forty-two (42) U. S. gallons, are subject to change as provided by law and are governed by the provisions found under the General Rules & Regulations shown herein.

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

ISSUED	**October 16, 2013**	**EFFECTIVE**	**October 18, 2013**

ISSUED AND COMPILED BY
Diane A. Daniels
Enterprise TE Products Pipeline Company LLC
1100 Louisiana Street, Suite 1000
Houston, Texas 77002-5227
(713) 381-4751

TABLE OF CONTENTS

GENERAL RULES & REGULATIONS

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

ITEM NO. 5 — A List of Definitions

Agreement	Refers to the transportation agreement that has been executed by any Shipper with the Carrier in order to qualify for specific volume incentive rates as set forth in Item Nos. 210 thru 230 [N] , and Item No. 340.
Agreement Period(s)	Refers to the period beginning on the Commencement Date or any anniversary thereof and ending 365 or, if applicable, 366 days later during the term of an Agreement.
Agreement Term	(a)With respect to the volume incentive rates set forth in Item No. 210, refers to ten (10) consecutive Agreement Periods. (b)With respect to the volume incentive rates set forth in Item No. 220, refers to the period beginning on the Commencement Date and continuing in effect for five (5) consecutive Agreement Periods. (c)With respect to the volume incentive rates set forth in Item No. 230, refers to the period beginning on the Commencement Date and continuing in effect for fifteen (15) consecutive Agreement Periods. [N] (d)With respect to the volume incentive rates set forth in Item No. 340, refers to the period beginning on the Commencement Date and continuing in effect for ten (10) consecutive Agreement Periods.
Allowed Inventory	The amount of inventory of each Common Shipment, by grade, that a Shipper is allowed to keep in the System to meet its delivery requirements, in accordance with Item No. 40.
Average Inventory	The sum of a Shipper's end of day Common Shipment inventory, by grade, for each day during the Month divided by the total number of days in the Month.
Barrel(s)	Forty-two (42) United States Gallons at 60º F.
Batch	A quantity of a Product handled through Carrier's pipeline facilities as a unit.
Brand Shipment	A Shipment of Products of uniform quality having the same specifications, which Shipment, Shipper desires separate identity and segregation from a Common Shipment so as to receive, as nearly as reasonably practicable, the same Products as delivered.
Carrier	Refers to Enterprise TE Products Pipeline Company LLC ("Enterprise TE") and other pipelines participating herein.
Commencement Date	The date established pursuant to the Agreement.
Common Shipment	Any Shipment of Products not a Brand Shipment; Common Shipments may be commingled with other Products of similar quality and specifications in effect at time Product is tendered.
[N] Contract Shipper	A Shipper that is party to an Agreement that was executed with Carrier pursuant to an open season for Diluent service, and which includes a Minimum Volume commitment for Diluent.
[N] **Diluent**	A liquid hydrocarbon used to dilute heavy crude and having properties conforming to those specified for diluent in Item No. 80.
Excess Inventory Charge	The charge to Shipper for holding inventory in excess of its Allowed Inventory as provided in Item No. 40.
Excess Inventory Charge Rate	The rate of [U]One Dollar and twenty-six cents ($1.26) per Barrel used in Item No. 40 to determine the Excess Inventory Charges.
Minimum Volume	Represents the aggregate minimum quantity of Product(s) that Shipper guarantees to ship and take delivery of at destination during a designated time period which will allow that Shipper to qualify for specific volume incentive rates as set forth in Item Nos. 210 thru 230, [N] and Item No. 340,

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 5 (Continued) — **A List of Definitions**

Month	Means a calendar month.
Petroleum Products	**Motor Fuels** -- Includes finished and subgrade gasoline grades subject to Item No. 80 of this tariff. **Distillates** -- Includes diesel fuel, ULSD and petroleum distillates subject to Item No. 80 of this tariff. **Jet Fuel** -- Refers to fungible Jet-A turbine fuel subject to Item No. 80 of this tariff.
[N] <u>Priority Service</u>	<u>The right not to be prorated to accommodate the nominations of Shippers (other than nominations of the Minimum Volumes of Contract Shippers) under ordinary operating conditions.</u>
Product(s)	When mentioned in this tariff, represents individually and collectively, [N] <u>Diluent,</u> Petroleum Products and Unfinished Gasoline.
Regular Capacity	Means pipeline capacity available.
Shipment(s)	Includes both Brand Shipment and Common Shipment transported under the terms and conditions of this tariff.
Shipper(s)	All shippers who transport Product under the terms and conditions of this tariff, with and without an Agreement.
Tender Deductions	Refers to the deduction to delivered volumes as set forth in Item No. 55 of this tariff.
ULSD	Includes ultra low sulfur diesel subject to Item No. 80 of this tariff.
Unfinished Gasoline	Subject to the approval of the Carrier, includes natural gasoline, condensate, raffinate, straight-run gasoline, naphtha and similar Products subject to Item No. 80 of this tariff.

ITEM NO. 10 — **Application of Rates for Intermediate Points**

For Shipments accepted for transportation from any origin not named in this tariff to a destination named in this tariff, the rate for such shipment shall be the rate specified herein from the closest named origin to such named destination to which such unnamed origin would be an intermediate point.

For Shipments accepted for transportation from an origin named in this tariff to any destination not named in this tariff, the rate for such shipment shall be the rate specified herein from the named origin to the closest named destination to which such unnamed destination would be an intermediate point.

For Shipments accepted for transportation, an origin not named in this tariff to a destination not named in this tariff, the rate for such shipment shall be the rate specified herein from the closest named origin to the closest named destination to which such unnamed origin and unnamed destination are intermediate points.

Carrier will file a tariff publication applicable to the transportation movement within thirty (30) days of the start of the service if the intermediate point is to be used on a continuous basis for more than thirty (30) days.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 20 — Claims, Time for Filing

As a condition precedent to recovery, claims must be made in writing to Carrier within nine (9) Months after receipt of delivery of the Shipment, or in case of a failure to make delivery, then within nine (9) Months after a reasonable time for delivery has elapsed. Suit against Carrier must be instituted by Shipper or its consignee within two (2) years and one (1) day from the day when notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice.

Where claims for loss or damage are not filed or suits 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. 25 — Facilities Required at Origins & Destinations

Shipments 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.

Carrier will not handle at any one point in time more than three (3) types or grades of Product at the McRae, Arkansas facilities for deliveries to destinations under this tariff, unless Carrier has sufficient facilities at McRae, Arkansas to accommodate more than three (3) types or grades of Product.

ITEM NO. 35 — Identity of Shipments and Commingling

Except for Brand Shipments, Product transported through Carrier's facilities for Shippers will be intermixed with substantially similar Products and shall be subject to changes in quality and other characteristics as may result from such intermixing. Except for Brand Shipments, Shipper shall not be entitled to receive the same Product tendered by it to Carrier under this tariff.

Subject to the foregoing, Carrier will reasonably endeavor to maintain the identity of Brand Shipments of Products.

ITEM NO. 40 — In System Inventory Allowed

In order to accommodate the needs of all Shippers and to keep the pipeline system from becoming congested, Carrier will limit the level of inventory of Common Shipments that each Shipper is allowed to maintain in the system pursuant to Carrier’s then current publication, “In System Inventory Allowed Policy”, dated May 14, 2010, as such may be modified from time to time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

When an Excess Inventory Charge is to be assessed pursuant to Carrier’s aforementioned “In System Inventory Allowed Policy”, Shipper will be assessed an Excess Inventory Charge determined by multiplying the Excess Inventory Charge Rate times the difference between the Shipper’s end of Month Average Inventory and the Shipper’s Allowed Inventory.

ITEM NO. 45 — Jet Fuel Filtration

Carrier does not warrant nor in any way represent to Shipper that Jet Fuel as delivered by Carrier is suitable or otherwise fit for use in the operation of any aircraft. Carrier disclaims any and all warranties, express, implied or statutory, as to the Jet Fuel including but not limited to its merchantability or fitness for a particular purpose. Shipper shall have the ultimate responsibility for the filtration of Jet Fuel and not Carrier. Furthermore, Shipper shall have complete responsibility to provide all necessary tankage and filter facilities to assure that Jet Fuel is suitable for aircraft consumption.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 50 Liability of Carrier

Carrier shall not be liable for any loss or delay of, or damage to Products in or formerly in its possession caused by an act of God, public enemy, quarantine, authority of law, strike, riot, fire, flood, or act or default of Shipper or consignee, or for any other cause not due to the sole negligence of Carrier, 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, the owner of the Products shall stand the loss without a right to recourse against Carrier. 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 shall not be liable for discoloration, commingling, contamination or deterioration of Product transported unless such discoloration, commingling, contamination or deterioration is caused by the sole negligence of Carrier. Normal commingling which occurs between Batches may be divided as equitably as practicable among Shippers participating in the Batches causing the commingling.

ITEM NO. 55 Measurement and Deductions

Quantities of Product received and delivered shall be determined by dynamic or static measurement methods in accordance with appropriate American Petroleum Institute (API) standards, latest revision, and adjusted to base (reference or standard) conditions. The base conditions for the measurement of liquids having a vapor pressure equal to or less than atmospheric pressure at base temperature are as follows: pressure - 14.696 psia and temperature - 60º F. Shipper may have the privilege of being present or represented at the time of measurement.

Except as provided in Item No. 50 of this tariff, Carrier will be accountable for delivery at any destination, excluding Des Plaines, Illinois, of one hundred percent (100%) of the original Shipment tender to the origins.

Except as provided in Item No. 50 of this tariff, Carrier will be accountable for delivery at Des Plaines, Illinois of ninety-nine and nine tenths percent (99.9%) of the original Shipment tendered to the origins. A deduction of one-tenth of one percent (0.1%) (the Tender Deduction) will be made to cover evaporation and other normal Product losses during transportation.

Shipper shall be responsible for product downgrades and/or interfaces.

ITEM NO. 60 Minimum Consignment

The minimum consignment of five thousand (5,000) Barrels of one Batch may be delivered to any destination other than West Memphis, Arkansas and Memphis (WesPac Pipeline), Tennessee;

The minimum consignment of twenty-five thousand (25,000) Barrels of one Shipment may be delivered to West Memphis, Arkansas;

The minimum consignment of twenty-five thousand (25,000) Barrels of one Shipment may be delivered to Memphis (WesPac Pipeline), Tennessee; provided that delivery of such consignment does not result in reducing the continuing Shipment below ten thousand (10,000) Barrels for movements in Carrier’s 20" diameter pipeline or below ten thousand (10,000) Barrels for movements in Carrier’s 16" diameter pipeline.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 65 **Minimum Shipment**

Except for movements to the destinations at Arcadia, Louisiana, Jonesboro and North Little Rock, Arkansas, the minimum quantity of a Shipment which will be accepted at points of origin, other than the Hebert and Houston, Texas origins on the Colonial Pipeline System and Clermont, Indiana, by Carrier shall be fifty thousand (50,000) Barrels, provided, however:

a. Common Shipments will be accepted by Carrier in tender of not less than ten thousand (10,000) Barrels when the total of the tenders of a Common Shipment at one particular time will make a Batch of fifty thousand (50,000) Barrels or more of like characteristics at the point of origin;

b. To the extent compatible with the efficient and economic use and operation of Carrier's facilities and pursuant to Shipper's request, Brand Shipments will be accepted in tenders and moved in a Batch of not less than ten thousand (10,000) Barrels;

c. Shipper requesting a Brand Shipment shall be responsible for any commingling of Brand Shipments and Common Shipments resulting from the movement of such Batch; and

The minimum quantity of a Common Shipment which will be accepted at the Hebert and Houston, Texas origins on the Colonial Pipeline System shall be twenty-five thousand (25,000) Barrels. Brand Shipments will not be accepted at the Hebert and Houston, Texas origins on the Colonial Pipeline System.

The minimum quantity of Petroleum Products which will be accepted at Clermont, Indiana by Carrier is twenty thousand (20,000) Barrels, provided, however, that to the extent compatible with the efficient and economic use and operation of Carriers facilities and pursuant to Shipper's request, Brand Shipment will be accepted in tenders and moved in a Batch of not less than ten thousand (10,000) Barrels. Shipper shall be responsible for any commingling of the Brand Shipments with Common Shipments resulting from the movement of such Batch.

For movements to the destinations at Arcadia, Louisiana, Jonesboro and North Little Rock, Arkansas, the minimum quantity of Shipment which will be accepted by Carrier at origin shall be ten thousand (10,000) Barrels.

ITEM NO. 70 **Non-Compatible Product Handling**

Shipper will be responsible for any Product that is delivered to Carrier at any origin that does not meet the certificate requirements as set forth in Item No. 135 (Testing). Carrier will elect one of the following options to handle the non-compatible Product: (1) Shipper will remove the non-compatible Product or (2) Shipper shall pay a penalty in the amount of [U]twenty (20¢) cents per gallon for reprocessing the non-compatible Product or 3) Shipper shall pay Carrier actual cost for the disposal plus handling and maintenance charges associated with the disposal of the non-compatible Product.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 75 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 other tariffs referencing 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.

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 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 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. 80 Product Acceptable

Carrier reserves the right to reject any Products under this tariff which would have a potential adverse effect on any Product Shipments or otherwise disrupt the efficient use of Carrier's facilities. Products tendered by Shipper pursuant to this tariff for movement as part of a Common Shipment shall meet the specifications for the individual Product as set forth in Carrier's then current product specification dated May 14, 2010, which shall be modified or substituted from time to time and at any time. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

Subject to these General Rules & Regulations, Product as herein defined will be accepted for transportation at the origins at such time as Products of similar quality and specifications are currently being transported or Carrier is scheduling such Products for Shipment from such origins to destination in accordance with Carrier's sequence of pumping.

Products [N],other than Diluent, which will be accepted hereunder are only those having an API Gravity of not less than 30º and not more than 90º, a vapor pressure of not more than 11 pounds per square inch absolute at the storing temperature, a temperature on receipt of not more than100º F, viscosity not greater than 40 seconds Saybolt Universal and a color not darker than 2.5 ASTM. Any blending components other than pure hydrocarbons must be approved by Carrier.

[N] Diluent which will be accepted hereunder is that liquid hydrocarbon meeting Carrier's Product Specification for Diluent, as amended by Carrier from time to time.

Shippers requesting Product to be moved as a Brand Shipment may be required to furnish buffer material in reasonable amounts and quantities satisfactory to Carrier for Shipments of Products. When Shipper is required under this item to provide buffer material for the Shipments of Products, Shipper will pay the same rate for the transportation of such buffer material as is the tariff rate applicable to the transportation of the Products the buffer material is being utilized to buffer.

Shipper may be required by Carrier to inject oil-soluble corrosion inhibitors acceptable to Carrier in the Products to be transported. Carrier, for corrosion protection, may inject corrosion inhibitors, and Products containing such inhibitors shall be accepted by Shipper or consignee of Shipper at destination.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 85 Product Disposition If No Facilities Provided at Destination

In the event Shipper is unable to have Product delivered to it hereunder at destination, as a result of any cause, Carrier agrees to reasonably cooperate with Shipper with respect to Shipper's disposal of such Product in Carrier's facilities; provided, however, if Shipper fails to make provisions for such disposal, Carrier shall have the right, at Shipper's sole cost and expense and for Shipper's account, to dispose of any such Product at the best commercial price then available under existing circumstances in order to free Carrier's facilities.

Carrier shall not be liable to Shipper or its consignee because of such disposition, and Shipper or its consignee shall pay for all costs thereof, the same as if Shipper or its consignee had requested or authorized such disposition.

ITEM NO. 90 Product Involved In Litigation or Encumbered

Carrier shall have the right to reject any Product, when offered for transportation, which 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. 95 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 then current proration policy dated [W] ~~May 14, 2010~~ October 18, 2013. A copy of this document is available upon request from the tariff compiler referenced on the title page of this tariff.

ITEM NO. 100 Reconsignment

If no out-of-line or back-haul movement is required, Shipper may, on forty-eight (48) hours' written notice to Carrier, and subject to (i) the applicable rate from point of origin to final destination, (ii) Carrier's pumping schedule and (iii) all other General Rules & Regulations herein, reconsign any Shipment or portion of any Shipment to destinations named in lawful tariffs applying on Products issued by or concurred in by Carrier, provided that such Product so reconsigned shall meet the applicable minimum consignment rules for such destination.

In the event Shipper or its consignee does not have adequate facilities available to receive Products from the line without delay at the time any Shipment or portion thereof arrives at a destination to which it is consigned, Carrier will reconsign said Shipment or any undelivered portion thereof to a destination where facilities are available to receive it and Carrier shall not be liable for any damage, loss in transit, or loss in storage which may occur by reason of such reconsignment. Such reconsignment shall have the same effect as though requested by Shipper and Shipper shall pay transportation charges and all other charges from point of origin to actual final destinations.

ITEM NO. 110 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 rise.

GENERAL RULES & REGULATIONS (Continued)

ITEM NO. 125 **Tax Registration**

Shipper and its consignors and consignees shall be required to provide Carrier with proof of registration with or tax exemption from the appropriate Federal and/or State tax authorities related to the collection and payment of fuels excise tax or other similar taxes, levies or assessments. Shipper and its consignors and consignees shall further be required to immediately notify Carrier of any changes in their registration or tax exemption status. Any tax, levy, assessment or other charge imposed by such authority against Carrier as the result of such failure shall be collected by Carrier under the provisions of Item No. 75.

ITEM NO. 130 **Tenders**

[N] Contract Shipper, and all other shippers qualified to ship on Carrier's system, shall submit monthly nomination(s) (an "Initial Nomination") via the Transport4 system (or other system Carrier may identify in the future to provide similar function) on or before the fifth (5th) day of the month prior to the month of shipment, unless such day falls on the weekend or is a holiday, in which case the due date shall be the next business day following the weekend or holiday. Carrier shall not be obligated to accept tenders for transportation of Products during any Month unless the Shipper shall, on or before such due date, notify the Carrier of the quantity of such Product which it desires Carrier to receive at a particular valid origin (as identified among those listed in Carrier's then-current tariff(s)) and to deliver similar quantity to one or more particular valid pipeline destination(s) (as identified among those listed in Carrier's then-current tariff(s)). Contract Shipper's Initial Nomination eligible to be shipped at the Priority Service Rate is limited to the Contract Shipper's committed volume.

Carrier will notify Contract Shipper no later than five (5) days following the due date for nominations if the aggregate volumes validly nominated by all qualified pipeline shippers for shipment in the following month are projected to result in an allocation of capacity on Carrier's pipeline system.

Contract Shipper, upon receipt of notice from Carrier that allocation is expected for the flow month for which Contract Shipper has nominated volumes upon Carrier's system, shall notify Carrier in writing by no later than five (5) days following the date of Carrier's allocation notification of the proportion of its Initial Nomination for which it elects to call upon Priority Service.

Carrier shall notify Contract Shipper by no later than five (5) days following the date of Contract Shipper's notification of the final volumes accepted by Carrier for Priority Service.

[C] ~~Carrier shall not be obligated to accept tenders for transportation of Products during any Month unless the Shipper shall, on or before the fifth (5th) day of the preceding 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 Carrier, of the quantity of such Product which it desires to deliver at origin.~~ Carrier will cease to accept nominations for the following services after June 1, 2013: (a) interstate transportation of Distillates in Item Nos. 210, 220 and 230 (Volume Incentive Rates) and Item No. 310 (Non-Incentive Rates), and (b) interstate transportation of Jet Fuel in Item No. 230 (Volume Incentive Rates) and Item No. 320 (Non-Incentive Rates). Carrier will continue to provide jet fuel service under its separate FERC Tariff No. 58.0.0 and reissues thereof from Lima, Ohio to the Cincinnati Airport. 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. 135 **Testing**

Shipper shall furnish Carrier with a certificate setting forth in detail specifications of each Shipment of Products offered for transportation under the this tariff, and Shipper shall be liable for any contamination or damage to other Products being transported, or to Carrier's pipeline or other facilities in the event the Products tendered and shipped include blending components other than pure hydrocarbons that have not been approved by Carrier, or substandard to the specifications stated in Shipper's certificate. Carrier may--but shall not be required to--sample and/or test any Shipment prior to acceptance or during receipt of Shipment, and in the event of variance between said certificate and Carrier's test, Carrier's test shall prevail as to the specifications of Products received.

VOLUME INCENTIVE RATES (In Cents-per-bbl.) (Continued)

ITEM NO. 210

Incentive Rates for Jonesboro Destination
[U] All rates in this item are unchanged.

		ORIGIN								
PRODUCT	**DESTINATION**	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	El Dorado (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Motor Fuel	Jonesboro (P) (Lawrence Co., AR)	155.57	152.86	123.18	176.19	158.31	155.57	161.03	152.60	158.31
Distillate		161.40	158.69	129.01	182.03	164.13	161.40	166.85	158.43	164.13

TERMS AND CONDITIONS

Rates, terms and conditions set forth in this item, supplements to and successive issues thereof will apply to Shipments of any Shipper agreeing in writing to have transported a volume of one million eight hundred twenty five thousand (1,825,000) Barrels of Petroleum Products (Minimum Volume), for an Agreement Period, from the origins to the destination for rates contained in this tariff, during the Agreement Term, counting from the effective date of the Agreement--subject to the following terms and conditions:

a) If at the end of such Agreement Period the volume of Petroleum Products shipped by Shipper is less than the Minimum Volume, Shipper shall pay Carrier within fifteen (15) days, [U]one dollar and twenty cents ($1.20) times the number of Barrels Shipper is deficient. Such amount will be considered by Carrier as prepaid transportation, shall not bear interest, and will be credited to Shipper at the rate of [U] sixty cents (60¢) per Barrel against transportation charges on future volumes of Petroleum Products that Shipper may elect to ship to such destination from such origins for a period of twelve (12) Months after the Agreement Term or until the prepaid transportation is fully credited to Shipper, whichever comes first. However, if Shipper elects to enter into a new shipment agreement under this tariff for the yearly period immediately following the Agreement Term, then the foregoing prepaid transportation shall be credited to Shipments under such agreement, but only after the Minimum Volume for such year has been shipped.

(b) If during an Agreement Period, Carrier is unable to transport all of the volume offered for Shipment by Shipper (within the limitations of the Agreement and this tariff) and Shipper thereby fails to comply with the Minimum Volume obligation, then such volume, which Carrier was unable to transport, shall be deemed to be shipped for the purpose of determining compliance by Shipper of its Minimum Volume obligation; provided that Shipper gives Carrier written notice within thirty (30) days after the end of the Agreement Period.

VOLUME INCENTIVE RATES (In Cents-per-bbl.) (Continued)

ITEM NO. 220

Incentive Rates for Memphis (Lion Oil Terminal) Destination
[U] All rates in this item are unchanged.

PRODUCT	DESTINATION	ORIGIN
		El Dorado (Union Co., AR)
Motor Fuel	Memphis (Lion Oil Terminal) (Shelby Co., TN)	113.7
Distillate		118.6
Unfinished Gasoline		137.6

TERMS AND CONDITIONS

Rates set forth in this item will apply to Shipments of Product of any Shipper that agrees to in writing to transport a Minimum Volume of four million (4,000,000) Barrels of Product during an Agreement Period, subject to the following rules and regulations:

a. If the volume of Product shipped by Shipper and delivered at destination during an Agreement Period is less than the Minimum Volume, Shipper shall pay to Carrier within fifteen (15) days after the end of the Agreement Period a deficiency charge of [U]seventy and five tenths cents (70.5¢) times the number of Barrels that Shipper is deficient. Any deficiency charge paid by Shipper shall be considered by Carrier as prepaid transportation, shall not bear interest, and will be credited to Shipper at the prepaid rate of [U]seventy and five tenths cents (70.5¢) per Barrel against transportation charges on Product delivered to Shipper at destination under and during the continuance of this Agreement in any future Agreement Period after the Minimum Volume has been received by Shipper at destination for such future Agreement Period.

b. Upon termination of the Agreement between Carrier and Shipper, any prepaid transportation remaining payable to Shipper under the provisions set forth in this item, shall not be reimbursable except that for a period not to exceed twelve (12) Months thereafter or any other period mutually agreed to by Carrier and Shipper, Shipper shall have the right to a credit of [U]seventy and five tenths cents (70.5¢) per Barrel against the then effective non-incentive rate for Product shipped by Shipper over Carrier's facilities from the origin to destination, as set forth in this tariff, as long as any of the prepaid transportation has not been utilized. Carrier shall be under no obligation to reimburse Shipper if Shipper should have any such prepaid transportation remaining at the expiration of twelve (12) Month period or any other period mutually agreed to by Carrier and Shipper. Furthermore, any such shipment of Product after termination of the Agreement shall be subject to the terms and conditions of the then effective non-incentive tariff relating to such transportation of Product from the origin to the destination.

VOLUME INCENTIVE RATES (In Cents-per-bbl.) (Continued)

ITEM NO. 230

Incentive Rates for Memphis (Wespac Pipeline) Destination
[U] All rates in this item are unchanged.

PRODUCT	DESTINATION	ORIGIN							
		Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Motor Fuel, Distillate & Jet Fuel	Memphis (WesPac Pipeline) (Shelby Co., TN)	147.4	145.3	163.3	165.4	147.4	151.6	145.1	149.5

TERMS AND CONDITIONS

Rates set forth herein will apply to Shipments delivered to WesPac Pipeline at Memphis, Tennessee of Product of any Shipper that agrees to in writing to transport a total guaranteed volume obligation of eighty million four hundred and eighty one thousand (80,481,000) Barrels of Product for fifteen (15) successive Agreement Periods during an agreement term, subject to the following rules and regulations:

a. If the volume of Product shipped by Shipper and delivered at destination during an Agreement Period is less than the Minimum Volume as set forth in Table 1 below, Shipper shall pay to Carrier within thirty (30) days after the end of the Agreement Period a deficiency charge of [U]fifty cents (50¢) times the number of Barrels that Shipper is deficient. Any deficiency charge paid by Shipper shall be considered by Carrier as prepaid transportation, shall not bear interest, and will be credited to Shipper at the prepaid rate of [U] fifty cents (50¢) per Barrel against transportation charges on Product delivered to Shipper at destination under and during the continuance of this Agreement in any future Agreement after the Minimum Volume has been received by Shipper at destination for such future Agreement Period.

b. Upon termination of the Agreement between Carrier and Shipper, any prepaid transportation remaining payable to Shipper under the provisions set forth in paragraph a, shall not be reimbursable. Carrier shall be under no obligation to reimburse Shipper if Shipper should have any such prepaid transportation remaining at the expiration of Agreement. Furthermore, any such shipment of Product after termination of this Agreement shall be subject to the terms and conditions of any applicable tariff relating to such transportation of Product.

c. In the event Carrier is prevented from performing its obligation hereunder, due to a Force Majeure Event, the Minimum Volume obligation of Shipper shall abate in the same proportion as the inability of Carrier during the period of such Force Majeure. As used herein the terms "Force Majeure Event" and "Force Majeure" refers to, without limitation, acts of God; lockouts or other industrial disturbances; inability to obtain or delay in obtaining appropriate rights-of-way, permits, licenses, materials, supplies, or labor; acts of public enemy; wars; blockades; insurrection; riots; epidemics; landslides; lightning; earthquakes; fires; storms; floods; washouts; arrests; and restraints of governments and people; civil disturbances; explosions; breakage of or accidents to machinery; equipment or lines of pipe; freezing of lines of pipe; valid rules, regulations or orders of governments or governmental agencies; proration or allocation of any transportation of the Product; and other causes, whether of the same kind herein enumerated or otherwise, beyond the reasonable control of the party claiming such Force Majeure Event.

Shipper and Carrier shall enter into an Agreement prior to any delivery of Product under this tariff, which Agreement shall contain mutually acceptable and agreeable terms and conditions consistent with this tariff.

Table 1

Agreement Period(s)	Minimum Volume
	(Barrels)
1	4,927,000
2	5,037,000
3	5,146,000
4	5,256,000
5	5,365,000
6 thru 15	5,475,000

NON-INCENTIVE RATES (In Cents-per-bbl.)

ITEM NO. 300

Non-Incentive Rates for Motor Fuel

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN											
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	Creal Springs - Centennial Pipeline (P)(4) (Marion Co., IL)	El Dorado (3) (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur **(5)** (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Arcadia (P) (Bienville Parish, LA)	125.23	123.30	--	--	--	155.01	156.95	137.72	123.30	127.49	--	125.23
Beaumont - Centennial Pipeline (Jefferson Co., TX)	125.23	115.1	--	--	--	134.5	136.7	--	117.4	127.49	--	125.23
Cape Girardeau (Scott Co., MO)	[F4] 224.0	[F4] 210.5	--	[F4] 56.18	[F4]188.1	[F4] 229.8	[F4] 232.1	[F4] 223.4	[F4] 212.7	[F4] 224.0	[F4] 210.3	[F4] 224.0
Chicago (Cook Co., IL)	[F1] 188.8	[F1] 175.0	120.8	67.71	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Griffith (Lake Co., IN)	[F1] 188.8	[F1] 175.0	120.8	67.71	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Indianapolis (Hendricks Co., IN)	246.47	234.9	--	64.87	212.5	254.2	256.5	247.8	237.1	250.35	234.7	255.37
Jonesboro (P) (Lawrence Co., AR)	202.46	199.10	--	--	162.33	227.99	205.84	215.24	202.64	209.23	198.78	205.84
Lebanon (Warren Co., OH) *	238.8*	225.2*	--	79.08*	202.9*	244.6*	246.8*	238.1*	227.5*	238.8*	225.0*	238.8*
Lima (2) (Allen Co., OH) *	255.4*	241.9*	--	97.31*	219.5*	261.2*	263.5*	254.8*	244.1*	255.4*	241.7*	255.4*
Memphis (Lion Oil Terminal) (Shelby Co., TN)	--	--	--	--	173.0	--	--	--	--	--	--	--
Memphis (WesPac Pipeline) (Shelby Co., TN)	216.8	203.3	--	--	--	222.6	224.9	216.2	205.5	216.8	203.1	216.8
Norris City (White Co., IL)	[F2]216.9	[F2]203.4	--	56.18	[F2]181.0	[F2]222.7	[F2]225.0	[F3] 216.3	[F2]205.6	[F2]216.9	[F2]203.2	[F2]216.9
North Little Rock (P) (Pulaski Co., AR)	170.02	167.86	--	--	138.20	203.19	205.52	184.00	167.86	172.19	167.32	170.02
Princeton (Gibson Co., IN)	[F2]218.5	[F2]205.0	--	56.90	[F2]182.6	[F2]224.4	[F2]226.6	[F3] 217.9	[F2]207.3	[F2]218.5	[F2]204.8	[F2]218.5
Seymour (Jackson Co., IN)	[F2]220.9	[F2]207.4	--	57.75	[F2]185.0	[F2]226.7	[F2]229.0	[F3] 220.3	[F2]209.6	[F2]220.9	[F2]207.2	[F2]220.9
Shreveport Area Truck Rack (Bossier Parish, LA)	151.1	137.6	--	--	115.2	157.0	159.2	150.5	139.9	151.1	--	151.1
Speedway (Marion Co., IN)	246.47	234.9	--	64.87	212.5	254.2	256.5	247.8	237.1	250.35	234.7	255.37
West Memphis (Crittenden Co., AR)	216.8	203.3	--	--	171.1	222.6	224.9	216.2	205.5	216.8	203.1	216.8
Zionsville (Boone Co., IN)	246.47	234.9	--	64.87	212.5	254.2	256.5	247.8	237.1	250.35	234.7	255.37

NON-INCENTIVE RATES (In Cents-per-bbl.)

ITEM NO. 310

Non-Incentive Rates for Distillate

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN											
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	Creal Springs - Centennial Pipeline (P)(4) (Marion Co., IL)	El Dorado (3) (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur **(5)** (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Arcadia (P) (Bienville Parish, LA)	131.82	130.03	--	--	--	161.60	163.55	144.44	130.03	134.06	--	131.82
Beaumont - Centennial Pipeline (Jefferson Co., TX)	129.4	115.9	--	--	--	135.2	137.5	--	118.1	129.4	--	129.4
Cape Girardeau (Scott Co., MO)	[F4] 229.5	[F4] 216.0	--	[F4] 59.62	[F4] 193.6	[F4] 235.3	[F4] 237.6	[F4] 228.9	[F4] 218.2	[F4] 229.5	[F4] 215.8	[F4] 229.5
Chicago (Cook Co., IL)	[F1] 188.8	[F1] 175.0	120.8	71.27	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Griffith (Lake Co., IN)	[F1] 188.8	[F1] 175.0	120.8	71.27	[F1] 152.2	[F1] 194.8	[F1] 197.1	[F3] 188.2	[F1] 177.3	[F1] 188.8	[F1] 174.8	[F1] 188.8
Indianapolis (Hendricks Co., IN)	256.3	242.7	--	68.40	220.4	262.1	264.3	255.6	245.0	256.3	242.5	256.3
Jonesboro (P) (Lawrence Co., AR)	209.70	206.32	--	--	169.55	235.23	213.06	222.46	209.23	216.44	206.01	213.06
Lebanon (Warren Co., OH) *	246.7*	233.2*	--	86.25*	210.8*	252.5*	254.8*	246.1*	235.4*	246.7*	233.0*	246.7*
Lima (2) (Allen Co., OH) *	260.4*	237.5*	--	100.85*	224.5*	266.2*	268.4*	259.7*	249.1*	260.4*	246.6*	260.4*
Memphis (Lion Oil Terminal) (Shelby Co., TN)	--	--	--	--	173.0	--	--	--	--	--	--	--
Memphis (WesPac Pipeline) (Shelby Co., TN)	221.3	207.8	--	--	--	227.1	229.4	220.7	210.1	221.3	207.6	221.3
Norris City (White Co., IL)	[F2]223.1	[F2]209.5	--	59.74	[F2]187.2	[F2]228.9	[F2]231.1	[F3] 222.4	[F2]211.8	[F2]223.1	[F2]209.3	[F2]223.1
North Little Rock (P) (Pulaski Co., AR)	177.55	175.21	--	--	145.74	210.53	212.71	191.35	175.21	179.40	174.69	177.55
Princeton (Gibson Co., IN)	[F2]225.1	[F2]211.6	--	60.47	[F2]189.2	[F2]230.9	[F2]233.2	[F3] 224.5	[F2]213.8	[F2]225.1	[F2]211.3	[F2]225.1
Seymour (Jackson Co., IN)	[F2]229.1	[F2]215.5	--	61.31	[F2]193.2	[F2]234.9	[F2]237.1	[F3] 228.4	[F2]217.8	[F2]229.1	[F2]215.3	[F2]229.1
Shreveport Area Truck Rack (Bossier Parish, LA)	155.4	141.9	--	--	119.5	161.2	163.5	154.8	144.2	155.4	--	155.4
Speedway (Marion Co., IN)	256.3	242.7	--	68.40	220.4	262.1	264.3	255.6	245.0	256.3	242.5	256.3
West Memphis (Crittenden Co., AR)	221.3	207.8	--	--	185.4	227.1	229.4	220.7	210.1	221.3	207.6	221.3
Zionsville (Boone Co., IN)	256.3	242.7	--	68.40	220.4	262.1	264.3	255.6	245.0	256.3	242.5	256.3

NON-INCENTIVE RATES (In Cents-per-bbl.)(Continued)

ITEM NO. 320

Non-Incentive Rates for Jet Fuel

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN										
	Baytown (Harris Co., TX)	Beaumont (Jefferson Co., TX)	Clermont (Hendricks Co., IN)	El Dorado (Union Co., AR)	Hebert (1) (Beaumont - Port Arthur) (Jefferson Co., TX)	Houston (1) (Pasadena) (Harris Co., TX)	North Port Arthur **(5)** (Jefferson Co., TX)	Port Neches (Jefferson Co., TX)	Red Bluff (Harris Co., TX)	Shreveport (Caddo Parish, LA)	Texas City (Galveston Co., TX)
Chicago (Cook Co., IL)	[F1]198.4	[F1] 185.8	110.2	--	[F1] 203.8	[F1] 205.9	[F3] 197.8	[F1]187.9	[F1]198.4	[F1]185.6	[F1]198.4
Cincinnati/Northern Kentucky International Airport (Kenton Co., KY) *	308.3*	301.3*	--	--	320.7*	322.9*	314.2*	303.6*	308.1*	301.1*	308.3*
Des Plaines (J) (Cook Co., IL)	231.35	218.75	--	--	236.75	238.85	--	220.85	231.35	218.55	231.35
Griffith (Lake Co., IN)	[F1] 198.4	[F1] 185.8	110.2	--	[F1] 203.8	[F1] 205.9	[F3] 197.8	[F1]187.9	[F1]198.4	[F1]185.6	[F1]198.4
Indianapolis (Hendricks Co., IN)	256.3	242.7	--	--	262.1	264.3	255.6	245.0	256.3	242.5	256.3
Lebanon (Warren Co., OH) *	246.7*	233.2*	--	--	252.5*	254.8*	246.1*	235.4*	246.7*	233.0*	246.7*
Lima (2) (Allen Co., OH) *	260.4*	246.8*	--	--	266.2*	268.4*	259.7*	249.1*	260.4*	246.6*	260.4*
Memphis (WesPac Pipeline) (Shelby Co., TN)	232.1	218.5	--	--	237.9	240.2	231.4	220.8	232.1	218.3	232.1
North Little Rock (P) (Pulaski Co., AR)	177.55	175.21	--	145.74	210.53	212.71	191.35	175.21	179.40	174.69	177.55
Speedway (Marion Co., IN)	256.3	242.7	--	--	262.1	264.3	255.6	245.0	256.3	242.5	256.3
Zionsville (Boone Co., IN)	256.3	242.7	--	--	262.1	264.3	255.6	245.0	256.3	242.5	256.3

NON-INCENTIVE RATES (In Cents-per-bbl.)(Continued)

ITEM NO. 330

Non-Incentive Rates for Unfinished Gasoline

[U] All rates in this item are unchanged.

DESTINATION	ORIGIN
	Mont Belvieu (Chambers Co., TX)
Chicago (Cook Co., IL)	[F1] 193.4
Griffin (Posey Co., IN)	206.7
Griffith (Lake Co., IN)	[F1] 193.4
Princeton (Gibson Co., IN)	[F2] 186.0

[N] VOLUME INCENTIVE, NON-INCENTIVE AND PRIORITY SERVICE RATES (In Cents-per-bbl.)

[N] ITEM NO. 340 — Incentive, Non-Incentive, and Priority Service Rates for Diluent

[N] All rates in this item are new.

DESTINATION	ORIGIN: [N] Mont Belvieu (Chambers Co., TX)	[N] Rate Types	[N] TERMS AND CONDITIONS
[N] Manhattan (Will Co., IL)	[N] 186.0	Incentive Rate	For Contract Shippers committing a Minimum Volume of at least ten thousand (10,000) Barrels per day for ten years. The Incentive Rate shall be subject to the annual indexing as provided for in the Agreement. The Incentive Rate in this Item No. 340, and any supplement and successive issues thereof, will apply to shipments of the committed volume of Diluent of any Contract Shipper. If the volume of Product tendered by a Contract Shipper in any month is less than the Minimum Volume for any reason not excused under the Contract Shipper's Agreement, Contract Shipper will pay a shortfall payment to Carrier in accordance with the Agreement. Any shortfall payment will not bear interest, but will be credited against the transportation charges for Diluent in excess of the Minimum Volume tendered by Contract Shipper at the origin point selected in its Agreement within twelve (12) months after the shortfall payment was made.
	[N] 193.4	Non-Incentive Rate	The Non-Incentive Rate in this Item No. 340, and any supplement and successive issues thereof, will apply in lieu of the Incentive Rates in this Item No.340, to any volumes nominated by a Contract Shipper in excess of its Minimum Volume (other than the excess volumes described in the third paragraph above), or that are not eligible for the Incentive Agreement under the terms of the Contract Shipper's Agreement, or that are nominated from an origin point to a destination point not selected in the Contract Shipper's Agreement. The Non-Incentive Rate in this Item No. 340 shall also apply to all shippers of Diluent who are not Contract Shippers.
	[N] 194.4	Priority Service Rate	Priority Service Rates in this Item No. 340, and any supplement and successive issues thereof, will apply, in lieu of the Incentive Rates in this Item No. 340, to nominations of a Contract Shipper's Minimum Volume if the Contract Shipper elects to receive Priority Service under the proration policy for the pipeline during any period when the pipeline is in prorationing. The Priority Service Rate shall be one (1) cent higher than the then-effective Non-Incentive Rate.

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ROUTE DIRECTORY

Rates in tariff apply via all routes made by use of Carrier's lines and via use of CPL lines from Hebert (Beaumont - Port Arthur) and Houston (Pasadena), Texas to Beaumont, Texas.

Via Enterprise TE's lines from all *origins to Argo, Illinois; Thence, from Argo, Illinois via Wood River lines to Des Plaines, Illinois.

* Hebert and Houston, Texas are CPL origins.

From Creal Springs, Illinois via use of Carrier's lines to Chicago and Norris City, Illinois; Griffith, Indianapolis, Princeton and Seymour, Indiana; Cape Girardeau, Missouri and Lebanon and Lima, Ohio.

EXPLANATION OF ABBREVIATIONS

API	American Petroleum Institute
API Gravity	Gravity determined in accordance with ASTM Designation D287-67 and revisions thereof.
ASTM	American Society for Testing and Materials.
ASTM Color	Color determined by the ASTM (color of petroleum products Method ASTM Designated D1500-68 and D156-68 and revisions thereof).
Bbl.	Barrel
CFR	Code of Federal Regulations
CPL	Colonial Pipeline Company
Co.	County
F	Fahrenheit
FERC	Federal Energy Regulatory Commission
No.	Number
psia	Pounds per square inch absolute
&	And
¢	Cents
º	Degrees
$	Dollars
%	Percent
§	Section

EXPLANATION OF REFERENCE MARKS

(1)	Denotes CPL origin.
(3)	Carrier's pipeline between Shreveport, Louisiana and El Dorado, Arkansas will generally accommodate eastbound shipments. Tenders for westbound shipments of Petroleum Products from El Dorado, Arkansas to Shreveport, Louisiana will only be accepted once all tenders have been accepted for the eastbound shipments.
(4)	Carrier's pipeline between Cape Girardeau, Missouri and Creal Springs, Illinois will generally accommodate northbound shipments. Tenders for southbound shipments of Petroleum Products from Creal Springs, Illinois to Cape Girardeau, Missouri will only be accepted once all tenders have been accepted for the northbound shipments.
(5)	North Port Arthur origin is the interconnect between Enterprise Refined Products Company LLC's North Port Arthur storage facility and Enterprise TE.
[F1]	Section Four rates, fourth section application dated March 14, 2003, effective April 14, 2003.
[F2]	Section Four rates, fourth section application dated May 14, 2010, effective June 14, 2010.
[F3]	Section Four rates, fourth section application dated March 21, 2011, effective April 1, 2011.
[F4]	Section Four rates, fourth section application dated March 16, 2012, effective April 16, 2012.
(J)	Joint rates in connection with Wood River Pipe Lines LLC.
(P)	Rates for the applicable origin(s) or destination(s) are not market based. All other rates are market based.
*	The pipeline system is out of service.
[C]	Cancel.
[N]	New.
[W]	Change in wording only.
[U]	Unchanged rate.

ATTACHMENT 9

FERC rendition of the electronically filed tariff records in Docket No. IS14-00009-000
Filing Data:
CID: C000775
Filing Title: Diluent Service
Company Filing Identifier: 80
Type of Filing Code: 830
Associated Filing Identifier:
Tariff Title: Tariffs
Tariff ID: 19
Payment Confirmation:
Suspension Motion:

Tariff Record Data:
Record Content Description, Tariff Record Title, Record Version Number, Option Code:
Rates, Rules & Regs RP, FERC No. 55.31.0, 55.31.0, A
Record Narative Name:
Tariff Record ID: 3
Tariff Record Collation Value: 25165824 Tariff Record Parent Identifier: 0
Proposed Date: 2013-10-18
Priority Order: 1000000000
Record Change Type: CHANGE
Record Content Type: 2
Associated Filing Identifier:

This is a PDF section and we cannot render PDF in a RTF document.

Document Content(s) **ATTACHMENT 9**

ATTACHMENT 10

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Enterprise TE Products Pipeline Company, LLC	)	Docket No. IS14-___-000
	)	

PROTECTIVE ORDER

1. This Protective Order shall govern the use of all Protected Materials produced by, or on behalf of, any Participant during the captioned proceedings. Notwithstanding any order terminating this proceeding, this Protective Order shall remain in effect until specifically modified or terminated by the Presiding Administrative Law Judge ("Presiding Judge") or the Federal Energy Regulatory Commission ("Commission").

2. A Participant may designate as protected those materials which customarily are treated by that Participant as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Participant or its customers to risk of competitive disadvantage or other business injury. A Participant shall designate as protected those materials which contain critical energy infrastructure information, as defined in 18 C.F.R. § 388.113(c)(1) ("Critical Energy Infrastructure Information").

3. Definitions -- For purposes of this Order:

(a) The term "Participant" shall mean a Participant as defined in 18 C.F.R. § 385.102(b).

(b) (1) The term "Protected Materials" means: (A) materials (including depositions) provided by a Participant in response to discovery requests, or by agreement in lieu of formal discovery, and designated by such Participant as protected; (B) any information contained in or obtained from such designated materials unless aggregated in a grouping of information in a manner that prevents the identification or disclosure of the information contained in or obtained from the designated materials; (C) any other materials which are made subject to this Protective Order by the Presiding Judge, by the Commission, by any court or other body having appropriate authority, or by agreement of the Participants; (D) notes of Protected Materials; (E) copies of Protected Materials; and (F) materials which contain critical energy infrastructure information, as defined in 18 C.F.R. § 388.113(c)(1) ("Critical Energy Infrastructure Information"). The Participant producing the Protected Materials shall physically mark them on each page (or in the case of non-documentary materials such as computer diskettes on each item) as "CONFIDENTIAL PROTECTED MATERIALS" or with words of similar import as long as the term "Protected Materials" is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Participant producing such information shall additionally mark on each page containing such information the words "Contains Critical Energy Infrastructure Information - Do Not Release." Where general access to materials in the offices or other repositories of Participants is provided to duly qualified Reviewing Representatives, all such materials shall be deemed to be Protected Materials without the necessity of marking them as such. Any copies, or any other form of reproduction shall be submitted to the producing Participant for marking with the appropriate legend (if applicable) prior to removal of such materials from the premises. Compilations or notes on such Protected Materials shall be marked as Protected Materials by Reviewing Representatives before leaving the premises.

(2) The term "Notes of Protected Materials" means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(b)(1). Notes of Protected Materials are subject to the same restrictions provided in this order for Protected Materials except as specifically provided in this order.

(3) Protected Materials shall not include (A) any information or document contained in the files of the Commission, or any other federal or state agency, or any federal or state court, unless the information or document is filed as protected under 18 C.F.R. § 388.112 or is subject to a protective order of such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Order. Protected Materials do include any information or document contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(c) The term "Non-Disclosure Certificate" shall mean the certificate attached to this order by which Reviewing Representatives seeking access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Protective Order, and that such Participants have read the Protective Order and agree to be bound by it. All Non-Disclosure Certificates shall be served on all parties on the official service list maintained by the Secretary in this proceeding. The transmittal letter accompanying each Non-Disclosure Certificate shall provide sufficient information about the person identified in the Certificate to permit his or her status under this Protective Order to be ascertained.

(d) The term "Reviewing Representative" shall mean a person who has signed a Non-Disclosure Certificate which has been served in accordance with Paragraph 3(c) and who is:

(1) Commission Litigation Staff;

(2) an attorney who has made an appearance in this proceeding for a Participant;

(3) attorneys, paralegals, and other employees associated for purposes of this case with an attorney described in (2);

(4) an expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for or testifying in this proceeding;

(5) a person designated as a Reviewing Representative by order of the Presiding Judge or the Commission; and

(6) Employees or other representatives of Participants appearing in this proceeding with significant responsibility for this docket.

In the event that a Participant wishes to designate as a Reviewing Representative a person not described in subparts (1) – (6) above, the Participant shall seek agreement from the Participant providing the Protected Materials. If an agreement is reached, that person shall be a Reviewing Representative pursuant to this Paragraph with respect to those materials. If no agreement is reached, the Participant may submit the disputed designation to the Presiding Judge or the Commission for resolution.

(e) The term "Section 15(13) Material" means any material or information deemed by a Participant to be subject to Section 15(13) of the Interstate Commerce Act, 49 U.S.C. app. § 15(13) (1988). To the extent necessary in this proceeding, Participants are permitted to produce and receive information governed by Section 15(13) of the Interstate Commerce Act, provided that such information is treated as Protected Materials pursuant to the provisions of this Protective Order. Shipper or consignee retains the right to consent to the release or production of any material or information otherwise qualifying for Section 15(13) protection as non-protected information that is not subject to this Protective Order.

4. Protected Materials shall be made available under the terms of this Protective Order only to Participants and only through their Reviewing Representatives as provided in Paragraphs 7, 8 and 9.

5. Protected Materials shall remain available to Participants until the date that an order terminating this proceeding (including any consolidated dockets) becomes final and no longer subject to judicial review. Within 30 days after such date, the Participants shall return the Protected Materials (excluding Notes of Protected Materials) to the Participant that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Material may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period each Participant, if requested to do so, shall also submit to the producing Participant an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Protective Order.

6. All Protected Materials shall be maintained by the Participants and Reviewing Representatives in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 7, 8 and 9, as appropriate. The Secretary shall place any Protected Materials filed with the Commission in a nonpublic file in accordance with 18 C.F.R. § 388.112. By placing such documents in a non-public file, the Commission is not making a determination on any claim of privilege. The Commission retains the right to make determinations regarding any claim of privilege and the discretion to release

information necessary to carry out its jurisdictional responsibilities. For documents submitted to Commission Litigation or other Staff ("Staff"), Staff shall follow the notification procedures of 18 C.F.R. § 388.112 before making public any Protected Materials.

7. Protected Materials shall be treated as confidential by each Participant and by each Reviewing Representative in accordance with the certificate executed pursuant to Paragraph 10. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that persons responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. A Reviewing Representative may not use information contained in or knowledge gained from any Protected Materials obtained through this proceeding to give any Participant or any competitor of any Participant a commercial advantage.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Protective Order unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney=s instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Participant asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this order.

10. (a) Notwithstanding any other provision of this Protective Order, a Participant may designate as "Highly Confidential" any Protected Materials that fall in one or more of the following categories: (1) Section 15(13) materials; (2) trade secrets or other protected forms of intellectual property; or (3) materials which, if revealed to one or more other Participants, could have a detrimental impact on the business or competitive position of the Participant providing such materials or a related entity. This designation shall be indicated by placing on such materials the following legend: "HIGHLY CONFIDENTIAL PROTECTED MATERIALS: DISCLOSURE PROHIBITED BY PROTECTIVE ORDER OF THE FEDERAL ENERGY REGULATORY COMMISSION" or words or similar import.

(b) Materials designated as Highly Confidential shall be provided solely to: (i) Commission Staff; (ii) outside counsel for each Participant who have entered an appearance in this proceeding; and (iii) outside consultants or experts who are otherwise qualified Reviewing Representatives under Paragraph 3(d).

(c) The Presiding Judge or the Commission may order that an otherwise qualified Reviewing Representative who is an officer, director or employee of a Participant be allowed to review Highly Confidential materials where: (i) review by outside counsel and/or outside consultants/experts is demonstrated to be inadequate; and (ii) the proposed Reviewing Representative is not directly involved in, and has no supervisory or advisory responsibilities with respect to the transportation, purchase, sale, marketing or exchange of Petroleum or the pricing of such transportation, purchase, sale, marketing or exchange. In addition, to allow such officer, director or employee of a Participant access to any Section 15(13) material, the Presiding Judge or Commission must find that allowing such access will not be to the detriment or prejudice of a shipper or consignee or improperly disclose a shipper or consignee's business transactions to a competitor. If a Participant files an interlocutory appeal of such an order or requests that the issue be certified to the Commission, such officer, director, or employee shall not have access to the Protected Materials until such appeal or request is ruled upon. None of the Participants waives its rights to seek additional administrative or judicial remedies after the Presiding Judge's or Commission's decision.

11. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(d), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Order and the certification.

12. Subject to Paragraph 17, the Presiding Judge or the Commission shall resolve any disputes arising under this Protective Order. Prior to presenting any dispute under this Protective Order to the Presiding Judge or the Commission, the parties to the dispute shall use their best efforts to resolve it. Any Participant that contests the designation of materials as protected (including the designation of materials as Highly Confidential) shall notify the party that provided the protected materials by specifying in writing the materials whose designation is contested. This Protective Order shall automatically cease to apply to such materials (or in an appropriate case such materials shall cease to be treated as Highly Confidential) ten (10) business days after the notification is made unless the designator, within said ten-day period, files a motion with the Presiding Judge or the Commission, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Participant seeking protection. If the Presiding Judge or the Commission finds that the materials at issue are not entitled to protection, the procedures of Paragraph 20 shall apply. The procedures described above shall not apply to protected materials designated by a Participant as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Protective Order, unless a Participant requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

13. Subject to Paragraph 11, all copies of all documents reflecting Protected Materials, including the portion of the hearing testimony, exhibits, transcripts, briefs and other documents which would disclose Protected Materials, shall be filed and served in sealed envelopes or other appropriate containers endorsed to the effect that they are sealed pursuant to this Protective Order. Such documents shall be marked PROTECTED MATERIALS and shall be filed with the Commission under seal and served under seal upon the Presiding Judge, Commission Staff, and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release". For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list and the Presiding Judge. Counsel for the Producing Participant shall provide to all Participants who request the same, a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

14. If any Participant desires to include, utilize or refer to any Protected Materials or information derived therefrom in testimony or exhibits during the hearing in these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Participant shall first notify both counsel for the Producing Participant and the Presiding Judge or Commission of such desire, identifying with particularity each of the protected materials. Thereafter, use of such Protected Material will be governed by procedures determined by the Presiding Judge or Commission.

15. Nothing in this Protective Order shall be construed as precluding any Participant from objecting to the use of Protected Materials on any legal grounds.

16. Nothing in this Protective Order shall preclude any Participant from requesting the Presiding Judge, the Commission, or any other body having appropriate authority, to find that this Protective Order should not apply to all or any materials previously designated as Protected Materials pursuant to this Protective Order. The Presiding Judge or Commission may alter or amend this Protective Order as circumstances warrant at any time during the course of this proceeding.

17. Each party governed by this Protective Order has the right to seek changes in it as appropriate from the Presiding Judge or the Commission.

18. All Protected Materials filed with the Commission, the Presiding Judge, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate containers bearing prominent markings indicating that the contents include Protected Materials subject to this Protective Order. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

19. If the Presiding Judge or the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Protective Order for five (5) business days from the date of issuance of the Presiding Judge's or Commission's decision, and if the Participant seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional ten (10) business days. None of the Participants waives its rights to seek additional administrative or judicial remedies after the Presiding Judge's or Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The provisions of 18 C.F.R. § 388.112 shall apply to any requests for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

20. Nothing in this Protective Order shall be deemed to preclude any Participant from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Protective Order.

21. None of the Participants waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

22. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Protective Order and shall be used only in connection with this (these) proceeding (s). Any violation of this Protective Order and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

ATTACHMENT 10

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Enterprise TE Products Pipeline Company, LLC	)	Docket No. IS14-___-000
	)	

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Order in this proceeding, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Order. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: ______________________________

Title: ____________________________

Representing: ______________________

Date: ____________________________

ATTACHMENT 10

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

Enterprise TE Products Pipeline Company, LLC) Docket No. IS14-___-000
)

ORDER COMPELLING DISCLOSURE OF SECTION 15(13) INFORMATION

(Issued _____________, 2014)

1. Disclosure has been sought in this proceeding of certain documents and information which may be subject to the provisions of Section 15(13) of the Interstate Commerce Act ("ICA"). Section 15(13) prohibits disclosure of information pertaining to the business activities of oil pipeline shippers or consignees. Specifically, ICA Section 15(13) provides as follows:

> It shall be unlawful for any common carrier subject to the provisions of this chapter, or any officer, agent, or employee of such common carrier, or for any other person or corporation lawfully authorized by such common carrier to receive information therefrom, knowingly to disclose to or permit to be acquired by any person or corporation other than the shipper or consignee, without the consent of such shipper or consignee, any information concerning the nature, kind, quantity, destination, consignee, or routing of any property tendered or delivered to such common carrier for interstate transportation, which information may be used to the detriment or prejudice of such shipper or consignee, or which may improperly disclose his business transactions to a competitor; and it shall also be unlawful for any person or corporation to solicit or knowingly receive any such information which may be so used.

49 U.S.C. § app. 15(13). In addition, ICA Section 15(14) provides that any "person, corporation, or association violating [Section 15(13)] shall be deemed guilty of a misdemeanor, and for each offense, or conviction, shall pay to the United States a penalty of not more than one thousand dollars." 49 U.S.C. § app. 15(14).

2. ICA Section 15(13), however, also provides certain exceptions to the prohibition against disclosing information pertaining to shippers set forth above. Thus, Section 15(13) provides "[t]hat nothing in this part shall be construed to prevent the giving of such information in response to any legal process issued under the authority of any State or Federal court, or to any officer or agent of the Government of the United States . . . in the exercise of his powers . . . ." 49 U.S.C. § app. 15(13).

3. I find that an order compelling disclosure of information and materials, which disclosure in the absence of such an order might be deemed to violate the provisions of the ICA, would

facilitate discovery in this matter and be in the public interest. The Chief Administrative Law Judge also finds that, consistent with the purpose and intent of ICA Section 15(13) – *i.e.*, to preclude disclosure of competitively sensitive information which could be used to the detriment of shipper – such disclosure should be made contingent upon and subject to a protective order which will adequately protect shipper interests.

4. Accordingly, it is hereby ordered that such information and materials shall be disclosed in accordance with, and subject to, the terms and conditions of the Protective Order issued herein on February __, 2014.

5. Disclosure of information or material under the terms of this order shall be deemed to constitute the giving of such information pursuant to the proviso in 49 U.S.C. § app. 15(13). This order shall not be deemed to be a ruling with respect to the relevance or materiality of any information and materials hereby required to be disclosed. Nor shall this order be deemed to compel disclosure of any information and materials that might be privileged, or otherwise immune from disclosure under applicable principles of law.

SO ORDERED.

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC

December 12, 2013

Attention: Settling Parties

Re: Notification Pursuant to the Settlement Agreement

Enterprise TE Pipeline Products Company LLC hereby notifies you, as a "Settling Party" as defined in the Settlement Agreement dated April 3, 2013 at FERC Docket No. IS13-203-00, that the 14"/16" line previously used in South-to-North service has been taken out of service.

Sincerely

Russell Kovin
Vice President
Enterprise TE Products Pipeline Company LLC

Document Content(s)