

CHEVRON PHILLIPS CHEMICAL PIPELINE COMPANY LLC

LOCAL TARIFF
Applying On The Intrastate Transportation of

ETHYLENE

(As Defined Herein)

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

Subject to Rules and Regulations shown herein.

Rates Applying on ETHYLENE from the Established Louisiana Receiving Place to the Established Louisiana Delivery Place at Points Named Below:

FROM Reception Point	TO Destination Point	Rate in Cents per 100 lbs.
NAPOLEONVILLE, Assumption Parish	ST. JAMES PLANT, St. James Parish	[I] 46.25 17.67

EFFECTIVE: July 1, 2022

Issued By:
Allen Satterwhite, President
Chevron Pipe Line Company
on behalf of
Chevron Phillips Chemical Pipeline Company LLC

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RULES, REGULATIONS AND CONDITIONS

Rule 1 Definitions

- "lbspounds.
- "Carrier" as used hereinmeans Chevron Phillips Chemical Pipeline Company LLC
- "Ethylene" as used herein.....a mixture of ethylene, methane, ethane, and propylene, within the limits set forth in Item 2 below.
- "Shipper" as used hereinmeans and refers to the party who contracts with the Carrier for the transportation of Ethylene under terms of this tariff.
- "Consignee"and refers to the party to whom the Shipper has ordered the delivery of Ethylene.
- "Tender" as used hereinan offer by the Shipper to the Carrier of a stated quantity of Ethylene for transportation from a specified origin to a specified destination or destinations, under the terms of this tariff.
- "PPM" and "PPB"parts per million and parts per billion respectively.
- "ASTM" as used herein.....American Society for Testing Materials.
- "Mols"molecules.
- "No.".....number.
- "%"per cent.

Rule 2 Specifications and Restrictions

- (a) Carrier will receive Ethylene through its present facilities at only the point(s) named herein and will accept no other commodity for transportation under this tariff.
- (b) Ethylene tendered for transportation shall meet the following specifications, as determined by the analysis methods indicated:

<u>Test</u>	<u>Units</u>		<u>Specifications</u>	
			By volume	By weight
Ethylene	%	Minimum	99.90	99.89
Acetylene	PPM	Maximum	5.0	5.0
Ammonia	PPB	Maximum	100	61
Carbon Dioxide	PPM	Maximum	5.0	8.0
Carbon Monoxide	PPM	Maximum	5.0	8.0
Ethane	PPM	Maximum	*b	
Hydrogen	PPM	Maximum	5.0	0.4
Methane	PPM	Maximum	*b	
Methane and Ethane	PPM	Maximum	1000	*a
Methanol	PPM	Maximum	18	20
Oxygen	PPM	Maximum	1.8	2.0
Propylene & Heavier	PPM	Maximum	10	15
Sulfur	PPM	Maximum	1.8	2.0
Water	PPM	Maximum	8.0	5.0

*a Limit by weight. Will depend upon the relative amounts of methane and ethane present. For a molar ratio of 1:10 methane:ethane, this limit is 1030 ppmw.

*b Limit is defined by total of "Methane and Ethane".

- (c) Carrier may require the Shipper to furnish certified laboratory reports showing the results of tests of the Ethylene offered for transportation. Carrier may also make such tests of the Ethylene as it deems necessary, but shall not be required to, and in the event of variance between Shipper's report and Carrier's test, Carrier's test shall prevail.

Rule 3 Mixing in Transit

Ethylene will be accepted for transportation only on condition that it shall be subject to such changes in quality while in transit as may result from the mixture of such Ethylene with other Ethylene in the lines of the Carrier, or connecting carrier or carriers and that delivery shall be made to connecting carrier or Consignee out of common stock of such Ethylene in the Carrier's line at the delivery point.

Carrier will use due diligence in transporting shipments of Ethylene with a minimum amount of contamination, but Carrier will not be liable for discoloration, contamination or deterioration resulting from any cause other than negligence on the part of the Carrier.

Rule 4 Minimum Tender

Tenders of Ethylene will be accepted in quantities of not less than 5,000,000 pounds per month for a period of not less than 3 months, and deliveries of such tenders will be made at a uniform rate.

Rule 5 Pumping Service

Pumping service to move Ethylene from receiving point(s) to delivery point shall be furnished by Shipper at a rate such that deliveries may be made out of the system at a line pressure of not less than 900 pounds per square inch, provided, however, that the Carrier shall not be required to receive Ethylene at a line pressure exceeding 1000 pounds per square inch at a temperature of 50 degrees Fahrenheit.

Rule 6 Storage Facilities

The Carrier does not furnish storage facilities or services at a point of origin or destination and Ethylene will be accepted for transportation only when Shipper and Consignee have provided equipment and facilities, including storage facilities, satisfactory to the Carrier for delivering Ethylene at point of origin and for receiving same without delay upon arrival at point of destination.

Rule 7 Measurement

The quantity of Ethylene deliverable at destination shall be the quantity received at point of origin less shrinkage, evaporation, or other loss in transit, including leaks and breaks, resulting from any cause other than the sole negligence of the Carrier. Shipper shall provide a method satisfactory to the Carrier for determining quantities of Ethylene tendered for transportation and upon such quantities transportation charges will be assessed.

Rule 8 Payment of Transportation and Other Charges

Transportation and all other lawful charges will be assessed and collected by the Carrier at the rates named herein at the time of receipt on the basis of the quantity received at origin after making adjustments as provided for herein. Shipper shall be responsible for all charges applicable to the particular shipment and, if required by Carrier, shall prepay all charges or furnish guaranty of payment satisfactory to Carrier. Carrier shall have a security interest in all Ethylene accepted from Shipper under this tariff. This security interest shall secure: (1) All transportation and any other charges due or to become due from Shipper under the terms of this tariff; and (2) All costs and expenses of Carrier in exercising any of its rights detailed below, including, but not limited to, reasonable attorney fees, storage charges, and settlement of conflicting liens. The security interest provided herein shall be in addition to any lien provided by statute or common law.

In the event Shipper fails to satisfy when due any obligation to Carrier, Carrier shall have all of the rights and remedies accorded a secured party under applicable state law and in addition may in its sole discretion and without notice take any or all of the following actions: (1) Refuse to deliver Ethylene in its custody until all such obligations have been paid; (2) Proceed to sell such Ethylene, in accordance with the applicable

provisions of state law, and apply the proceeds to such obligations; (3) Store such Ethylene or contract for storage of Ethylene pending sale or other disposition; or (4) Take any other action it deems necessary for the proper protection and sale of such Ethylene.

Rule 9 Pro-Ration of Pipe Line Capacity

When there shall be tendered to the Carrier for transportation, more Ethylene than can be immediately transported, the transportation furnished by the Carrier shall be apportioned among all Shippers in proportion to the amounts tendered by each, based on the capacity of the system. Provided, however, no tender shall be considered beyond the amount which the party requesting shipment has readily accessible for shipment. If a Shipper fails to deliver for transportation during the month of shipment the volumes so tendered by it, its volumes for the succeeding month may be reduced by the amount of allocated throughput not utilized during the preceding month.

Rule 10 Clear Title Required

When any Ethylene tendered for transportation is involved in litigation, disputed ownership, or encumbrance by lien or charge of any kind, Shipper shall so advise Carrier in writing. Carrier may refuse to accept Receipt of such Ethylene or may require of the Shipper or Shippers an indemnity bond or other form of financial undertaking deemed sufficient by Carrier to protect it against any and all loss.

Rule 11 Liability of Parties

As a condition to Carrier's acceptance of Ethylene under this tariff, each Shipper agrees to hold harmless, indemnify and defend Carrier against claims or actions for injury and/or death of any and all persons whomever and for damage to property of Carrier, Shipper, Consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by Shipper, Consignee, their agents, employees or representatives, and 2) the negligent act(s) or failure(s) to act of Shipper, Consignee, their agents, employees or representatives in connection with Delivery or Receipt of Ethylene.

The Carrier, while in possession of Ethylene herein described, shall not be liable for any loss, damage, or delay caused by act of God, war, act of public enemy, quarantine, the authority of law, strikes, riots, civil disorder, requisition or necessity of the Government of the United States in time of war, default of Shipper, Consignee, their agents, employees or representatives, or from any cause not due to the sole negligence of the Carrier.

In case of loss of any Ethylene from any such causes, after it has been received for transportation and before the same has been delivered to Shipper or Consignee, such loss will be charged proportionally to each Shipper in the ratio that its Ethylene, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Ethylene then in the custody of the Carrier for transportation via the lines or other facilities in which the loss occurs.

Carrier will be obligated to deliver only that portion of such Ethylene remaining after deducting Shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed on the quantity received.

For Ethylene losses for which Carrier is liable, Carrier may obtain and deliver to Shipper other Ethylene of the same quantity and substantially the same grade as that which is lost, but Carrier shall not be obligated to do so. In the alternative, Carrier may compensate Shipper for such loss in United States currency at market price as quoted in an industry-accepted price service selected by Carrier.

Rule 12 Notice of Claims

Claims for loss or damage must be made in writing to the Carrier, within nine (9) months after delivery of the property, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed.

Suits for loss or damage shall be instituted only within two (2) years and one (1) day after delivery of the property, or in case of a failure to make delivery, then within two (2) years and one (1) day after a reasonable time for delivery has elapsed; provided, however, that where claims have been duly filed with the Carrier, suit must be brought within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant that the 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 the Carrier will not be liable.

Rule 13 Use of Communication Facilities

Where the Carrier maintains private communication facilities, messages incident to shipment may be transmitted by Carrier for Shipper without extra charges. However, the Carrier shall not be liable for non-delivery of messages, for error or delay in transmission, or for interruption of service.

Rule 14 Connection Policy

Connections to Carrier's pipeline will only be considered if made by formal written notification to Carrier and after signing a connection agreement with Carrier. All connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the Carrier's pipeline in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations.

EXPLANATION OF REFERENCE MARKS:

- [I]** Increase
- [N]** New
- [C]** Cancel