

FERC ICA Oil Tariff

F.E.R.C. No. 3.4.0
(Adopts Utica East Ohio Midstream LLC's F.E.R.C. No. 3.2.0)

[N] UEOM NGL Pipelines LLC

[C] ~~Utica East Ohio Midstream LLC~~

**LOCAL TARIFF
CONTAINING
RULES, REGULATIONS AND RATES**

Governing the Transportation of

ETHANE

Transported By Pipeline

FROM ORIGINS IN
Harrison County, Ohio

TO DESTINATIONS IN
Harrison County, Ohio

The rules and regulations published herein apply only under tariffs making specific reference by F.E.R.C. number to these rules and regulations; such reference will include supplements hereto and successive issues hereof.

[N] Issued under authority 18 CFR § 341.6 Adoption of Tariff by successor.

[N] The rates of Utica East Ohio Midstream LLC have been brought forward unchanged. This tariff is issued on one days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted pending a 30 day review period.

[C] Issued in compliance with 18 C.F.R. § 342.3 Indexing.

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

ISSUED: Septemer 12, 2019

EFFECTIVE: September 13, 2019

ISSUED BY

COMPILED BY

Ryan Savage, Vice President Commercial

Julie Chitwood, Commercial Development Lead

**[W] ~~UEOM NGL Pipelines Utica East Ohio Midstream LLC~~ [W] UEOM NGL Pipelines ~~Utica East Ohio~~
~~Midstream LLC~~**

**2000 Commerce Drive
Pittsburgh, Pennsylvania 15275
(412) 787-4045**

**2800 Post Oak Boulevard
Houston, Texas 77056
(713) 215-3042**

Ryan.Savage@Williams.com

Julie.Chitwood@Williams.com

Table of Contents

SECTION I GENERAL RULES AND REGULATIONS	3
1. Definitions.....	3
2. Commodity/specifications.....	5
3. Tenders/nominations	5
4. Scheduling Shipments	6
5. Destination facilities	6
6. Failure to take deliveries	6
7. Measurement and inspection.....	7
8. Gauging, deductions and adjustments	7
9. Mixtures	7
10. Loss of product.....	7
11. Diversion or reconsignment	8
12. Storage in transit	8
13. Rates applicable	8
14. Payment of charges	8
15. Indemnification/liability.....	9
16. Title	9
17. Common stream connecting carriers.....	10
18. Proration of pipeline capacity	10
19. Transfer of prorated capacity	11
20. Linefill.....	11
21. Separate pipeline agreements.....	11
22. Tax registration	11
TABLE OF RATES.....	12

SECTION I GENERAL RULES AND REGULATIONS

1. DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

“a.m.” means a time of day at or after midnight and before noon.

“Barrel” means forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

“Base Period” means the twelve (12) month period beginning thirteen (13) months prior to the Proration Month and excluding the month preceding the Proration Month.

“Carrier” means [W] UEOM NGL Pipelines ~~Utica East Ohio Midstream~~ LLC.

“Committed Shipper” means any Shipper that has entered into a TSA with Carrier.

“Consignee” means the party to whom a Shipper has ordered the delivery of Ethane.

“Delivery Point” means the point, or points, of destination for Ethane.

“Ethane” or “Product” means ethane meeting the Ethane Specifications.

“Ethane Specifications” means those specifications set forth in Item No. 2 of this tariff.

“Force Majeure” means an event or occurrence beyond the reasonable control of Carrier that interferes with or prevents Carrier’s performance of any obligation or condition under this tariff, under a TSA, under an interconnect agreement, or under another agreement affecting Carrier or Carrier’s facilities, including, but not limited to, (i) actions, orders, regulations, or requests of any governmental authority having jurisdiction over the pipeline system, Carrier, or this tariff, (ii) insurrections, wars, rebellion, riots, disturbances, sabotage, acts of public enemies, blockades, embargoes, expropriation, condemnation, epidemics, strikes, lockouts or labor disturbances or difficulties (the settlement of strikes, lockouts or labor difficulties being entirely within Carrier’s discretion), (iii) weather conditions or anticipated weather conditions and actions of the elements, including, without limitation, fires, explosions, earthquakes, storms, floods, freezing conditions, washouts, lightning, hurricanes, tornadoes, or landslides, (iv) disruptions to, breakages of, or destruction of all or any portion of Carrier-owned or third party-owned machinery, lines of pipe, or facilities relied upon or contributing to provision of transportation service under this tariff, including the inability to obtain electric power, water, fuel, equipment, parts, repairs, or other items or services, (v) scheduled maintenance, or (vi) fires, explosions, freezing conditions, breakdowns, or failure of pipe, plant, machinery, or equipment. An event similar to the foregoing that interferes with or prevents Carrier’s performance of its obligations shall be deemed an event of Force Majeure.

“F.E.R.C.” means the Federal Energy Regulatory Commission or any successor governmental agency.

“Linefill” means the quantity of Ethane needed to occupy the physical space in Carrier’s facilities.

“New Shipper” means a Shipper that has shipped Ethane in Carrier’s system and that does not qualify as a Regular Shipper.

“No.” means number.

“Party” means either Carrier or a Shipper.

“p.m.” means a time of day at or after noon and before midnight.

“Proration Factor” means a fraction calculated by dividing the amount of available capacity available in a Proration Month by the total nominations Carrier receives from Shippers for the Proration Month.

“Proration Month” means the calendar month for which capacity is to be allocated under Item No. 18 of this tariff.

“Ratable” means the delivery of Ethane throughout each month in daily quantities that are approximately equal to the volume of Ethane delivered during the month divided by the number of days in that month.

“Receipt Point” means the points of origin for receipt of Ethane from a Shipper into Carrier’s facilities.

“Regular Shipper” means a Shipper that has shipped Ethane, or otherwise is required by its TSA to pay for the transportation of Ethane, during the entirety of the Base Period; *provided, however*, a Committed Shipper shall be deemed to be a Regular Shipper for purposes of administering Item No. 18 of this tariff as of the first month of service following the in-service date of the system but may thereafter lose its status of Regular Shipper if it does not ship Ethane, or otherwise pay for the transportation of Ethane, as required by its TSA.

“Shipper” means a party who contracts with Carrier for transportation of Ethane as defined herein and under the terms of these rules and regulations.

“Tender” means an offer by a Shipper to Carrier of a stated quantity of Ethane for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.

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

2. COMMODITY/SPECIFICATIONS

- a. Carrier is engaged in the transportation of Ethane by pipeline and will not accept any other commodity for transportation.
- b. Carrier shall have no obligation to accept any shipments for transportation service which shipment does not conform to the Ethane Specifications or which is not good and merchantable Ethane readily acceptable for transportation service through Carrier’s existing facilities and/or which would otherwise adversely affect Carrier’s facilities or other Ethane. Carrier will not knowingly accept any shipments for transportation that do not meet all of the following specifications:

COMPONENT	TEST METHODS	SPECIFICATIONS
Methane	ASTM D-2163	3.0 Liq. Vol.% max.
Ethane & Ethylene	ASTM D-2163	Min of 95 L Vol% on Ethane Max of 1 L Vol% on Ethylene
Propane & Heavier	ASTM D-2163	3.5 Liq. Vol.% max.
Corrosion, Copper Strip at 100° F	ASTM D-1838	No.1 (See notes 1 & 2)
Total Sulfur	ASTM D-4045	30 ppm wt. max.
Water Content	ASTM D-5454	10 ppm wt. max.
Carbon Dioxide	ASTM D-2504	1,000 ppm wt. in Liq. Max.

Note 1: Caution – Use a corrosion cylinder rated at a minimum of 1500 psig.

Note 2: The use of copper corrosion masking agents is strictly prohibited.

As a prerequisite to transportation service, Shipper’s Ethane must also conform to its nominated Delivery Point specifications.

- c. If Carrier determines that Shipper has delivered a shipment that contaminates the common fungible stream, Carrier may treat or otherwise dispose of all contaminated ethane in any reasonable commercial manner at Shipper’s sole expense.
- d. If a shipment received by Carrier does not conform to the Ethane Specifications, Carrier shall bill and Shipper shall pay (a) the costs incurred to treat or otherwise dispose of the contaminated shipment, including, without limitation, any penalties or charges incurred by Carrier as a result of such contamination, and (b) a penalty of \$1.00 per Barrel additional payment assessable on all shipments delivered by Shipper for transportation service under this tariff.
- e. Shipper shall be liable for and shall defend, indemnify, and hold Carrier harmless from and against any and all claims, actions, suits, losses, demands, costs, and expenses (including attorney’s fees and costs of repairing, inspecting, cleaning, and decontaminating the facilities of Carrier or third parties) of every kind, nature, or description resulting from any shipment that Shipper has delivered into Carrier’s facilities.

3. TENDERS/NOMINATIONS

- a. Ethane will be transported only under a nomination accepted by Carrier, from origins (or from facilities connected to Carrier’s gathering system when gathering service is to be performed by Carrier) to destinations when a tariff covering the movement is lawfully in effect and on file with F.E.R.C., and with the appropriate state commission covering intrastate traffic.
- b. Any Shipper desiring to Tender Ethane for transportation shall make a nomination to Carrier in writing via facsimile or email on or before the fifteenth (15th) day of the month preceding the month

during which the transportation of the Ethane is to begin. Unless such nomination is made, Carrier will be under no obligation to accept such Shipper's Ethane for transportation. However, if operating conditions permit, nominations for Ethane may be accepted for transportation after the fifteenth (15th) day of the month preceding the month during which the transportation of the Ethane is to begin. Carrier shall have no obligation to accept or deliver volumes of Ethane in excess of the amount included in the Shipper's nomination for that month.

- c. Ethane shall be Tendered in quantities of not less than 1,000 Barrels per hour from origins to destinations. 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. Otherwise, Ethane shall be delivered to Carrier's facilities under this tariff on a Ratable basis.
- d. Shipper shall establish its ability to meet the minimum Tender requirements to satisfaction of Carrier before any duty of transportation shall arise.
- e. Carrier will refuse to accept Ethane for transportation where Shipper is not in compliance with the provisions of this tariff, or where Shipper has failed to comply with all applicable laws, rules, and regulations made by any governmental authorities regulating shipments of Ethane.

4. SCHEDULING SHIPMENTS

Carrier will transport and deliver Ethane with reasonable diligence taking into account the quantity and quality of the Ethane, distance of the transportation service, safety of operations, and other relevant factors; *provided, however*, that unless Carrier is grossly negligent or engages in willful misconduct, Carrier's failure or delay in transporting or delivering Ethane shall not give rise to or impose any liability on Carrier.

5. DESTINATION FACILITIES

- a. Carrier has no obligation to furnish any terminaling, tankage, or any other form of storage at destinations, or at any other location outside of Carrier's facilities.
- b. Ethane will be accepted for transportations hereunder only when Shipper or consignee has provided the necessary facilities at destination for receiving and disposing of interfacial mixtures created by such Ethane. Such facilities must be capable of receiving Ethane at time of arrival, without delay, at pressures and at volumetric flow levels required by Carrier.

6. FAILURE TO TAKE DELIVERIES

- a. Shipper shall remove Ethane, or cause Ethane to be removed, from Carrier's facilities following transportation thereof to a nominated Delivery Point. If Shipper fails to remove Ethane as required by this tariff, Carrier shall have the right, without liability to Shipper, to make such disposition of unremoved Ethane as is necessary for the efficient operation of Carrier's facilities, and Shipper shall pay to Carrier all costs and expenses associated with such disposition the same as if Shipper had authorized such, together with any additional costs and damages incurred by Carrier.
- b. In addition to any remedy available to Carrier, including remedies under this Item No. 6, Shipper will pay a daily demurrage charge if Shipper fails to remove Ethane from Carrier's facilities and that failure prevents or threatens the movement of succeeding shipments. The daily demurrage charge will be calculated by multiplying the tariff rate times the daily average of the previous month's deliveries of the impacted shipments.

7. MEASUREMENT AND INSPECTION

The volume of Ethane received at the origins and delivered at the destinations will be measured by meters (including calibration and proving of meters) and sampled in accordance with appropriate American Petroleum Institute (API) Manual for Petroleum Measurement Standards, latest revision, and adjusted to base (reference standard) conditions. Each of Shipper and Carrier, at its sole risk and expense, may have a representative witness all measurement and sampling at the origins or at the destinations or as mutually agreed.

8. GAUGING, DEDUCTIONS AND ADJUSTMENTS

- a. Quantities for receiving, delivering, assessing charges, and all other purposes will be corrected to a temperature of sixty degrees Fahrenheit, after deduction of impurities shown by tests made by Carrier prior to receipt and upon delivery. Quantities may be computed from tank tables compiled or accepted by Carrier.
- b. Pursuant to Item No. 15, Ethane quantities transported may be adjusted to allow for inherent losses, including, but not limited to, shrinkage, evaporation, interface losses and normal “over and short” losses. A deduction of no more than one percent (1%) will be made to cover loss inherent in the transportation of Ethane.
- c. The net quantities determined under paragraphs a. and b. of this Item No. 8 will be the amounts accountable at destination.

9. MIXTURES

- a. Carrier may commingle Ethane received from various Receipt Points. Carrier reserves the right at any time to substitute and deliver Ethane of the same specification as the Ethane Tendered by Shipper at a Receipt Point.
- b. Ethane will be accepted for transportation service only on the condition that, while in transit, it shall be subject to such changes in characteristics (including component changes) as may result from the mixture with other Ethane. Carrier shall be under no obligation to make delivery of the identical Ethane, but may make delivery out of the common stream and Shippers shall be required to accept such delivery.

10. LOSS OF PRODUCT

- a. In the event of any physical loss of, other than permitted losses pursuant to Item No. 8 and losses due to measurement inaccuracies, or damage to the Ethane while being transported hereunder by Carrier, Carrier shall, as soon as practicable upon discovery of such loss or damage, notify Shipper of the Ethane of the loss or damage and, at Carrier’s option, either
 - i. make appropriate reimbursement for the Ethane lost or damaged, or
 - ii. replace such Ethane in kind.
- b. **NOTWITHSTANDING ANYTHING IN THIS TARIFF TO THE CONTRARY, THE AFORESAID ADJUSTMENT FOR THE LOSS OF OR DAMAGE TO ETHANE OR THE REPLACEMENT OF SUCH LOST OR DAMAGED ETHANE SHALL BE SHIPPER’S AND CONSIGNEE’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM BASED ON THE LOSS OF OR DAMAGE TO ETHANE WHILE BEING TRANSPORTED BY CARRIER.**
- c. Losses due to measurement inaccuracies shall be allocated amongst Shippers and Consignees on an equitable basis. Carrier will be obligated to deliver only that portion of such Ethane remaining

after deducting Shipper's proportion of such loss determined according to the previous sentence. Transportation charges will be assessed only on the quantity of Ethane delivered.

11. DIVERSION OR RECONSIGNMENT

If, prior to delivery at original destination, Shipper requests in writing that Ethane in transport be diverted to a destination other than originally specified on the Tender or be reconsigned to another shipper at point of destination, such diversion or reconsignment shall be made without an additional charge. Any such diversion or reconsignment will be permitted only in accordance with and subject to the rates, rules, and regulations applicable from point of origin to point of final destination and, upon condition that no out of line or backhaul movement will be made.

12. STORAGE IN TRANSIT

- a. Carrier does not have available, and does not hold itself out to provide, storage of Shipper's Product at origin, destination, or intermediate points.
- b. Each Shipper will be required to furnish its *pro rata* share of Ethane and inventory necessary for pipeline fill to assure efficient operation of Carrier's pipeline.

13. RATES APPLICABLE

Ethane transported shall be subject to the rates and charges in effect on the date of receipt of such Ethane by Carrier, irrespective of the date of nomination.

14. PAYMENT OF CHARGES

- a. Shipper shall be responsible for payment of transportation and all other charges applicable to the shipment of Ethane. If required by Carrier, Shipper shall prepay such charges or furnish guaranty of payment satisfactory to Carrier. Carrier will have a lien on all Ethane, including but not limited to Shipper's Linefill, accepted for transportation such lien being to secure the payment of all charges, including demurrage charges, and may refuse to deliver Ethane until all charges have been paid. If said charges, or any part thereof, shall remain unpaid five (5) days computed from seven o'clock a.m. the day after written notice is mailed to Shipper of Carrier's intention to enforce Carrier's lien as herein provided, or when there shall be a failure to take the Ethane at the point of destination as provided in Item No. 6, within five (5) days computed from seven o'clock a.m. the day after expiration of the notice therein provided, Carrier shall have the right through an agent to sell said Ethane at public auction, for cash, time and place of such sale and the quantity, general description and location of the Ethane to be sold has been published in a daily newspaper of general circulation published in the town or city where the sale is to be held, and sent by fax to Shipper. Carrier may be a bidder and purchaser at such sale. Carrier may use the proceeds of such sale in order to pay itself all transportation, demurrage, and other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and of caring for and maintaining the Ethane, and the balance shall be held for whomsoever may be lawfully entitled thereto.
- b. If any amounts owed by Shipper are not paid to Carrier by the due stated on the subject invoice, Carrier shall have the right to assess a finance charge on the entire past due balance until paid in full. The finance charge assessed by Carrier shall be at the rate equal to the lesser of (i) the prime rate per annum plus three percent (3%), with the prime rate being the then effective prime rate of interest published under "Money Rates" by the Wall Street Journal or (ii) the maximum interest rate allowed by law.
- c. If Shipper fails to pay any charges when due to Carrier, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier. In addition, Carrier reserves the right to set-off any amounts owing to Carrier against any monies owed by Carrier to Shipper or any of its affiliates under this tariff, a TSA, or under any other agreement, or against any Ethane of Shipper in Carrier's custody.

In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including reasonable attorney fees and costs incurred by Carrier.

- d. If Carrier determines that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines that assurance of Shipper's performance is not adequately assured or that it is otherwise necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's acceptance of Shipper's Ethane: (i) prepayment of all charges; (ii) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges, which letter of credit shall be in a form and from an institution acceptable to Carrier; or (iii) a guaranty in an amount sufficient to ensure payment of all such charges, which guaranty shall be in a form and from a third party acceptable to Carrier. If Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice of such to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide transportation service pursuant to this tariff until such requirement is fully met.

15. INDEMNIFICATION/LIABILITY

- a. While in possession of Ethane Tendered to it for shipment, Carrier shall not be liable to Shipper for any delay in delivery, damage thereto, or for any loss of Ethane caused by Force Majeure or by act of default of Shipper, or resulting from any other cause that is not the result of Carrier's gross negligence or willful misconduct, whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned by Carrier to each shipment of Ethane of portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Ethane in the loss, and each Shipper shall be entitled to receive only that portion of its shipment remaining after deducting its proportion of such loss. Carrier shall prepare and submit a statement to Shipper showing the apportionment of any such loss.
- b. Carrier shall not be liable for discoloration, contamination, or deterioration of Ethane transported on Carrier's system unless such discoloration, contamination, or deterioration results from the gross negligence or willful misconduct of Carrier. Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Ethane transported hereunder, and Carrier expressly disclaims any liability for any express or implied warranty for Ethane transported or stored hereunder, including any warranties of merchantability or fitness for intended use.
- c. Neither Party will have any liability to the other Party for any claim (except for indebtedness of Shipper to Carrier) arising out of or in connection with transportation services under this tariff unless such Party gives the other Party notice of the claim, setting forth fully the facts on which it is based, no more than ninety (90) days after the date on which such facts were discovered or reasonably should have been discovered.
- d. Suits 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.
- e. **EXCEPT AS MAY BE PROVIDED IN A TSA, NO PARTY, EVEN IF NEGLIGENT, WILL BE LIABLE TO ANOTHER PARTY FOR LOSS OF PRODUCTION, LOSS OF USE, LOSS FROM BUSINESS INTERRUPTION, LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, OR WASTED EXPENDITURE, OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE COST, EXPENSE, LOSS, OR DAMAGE OF ANY KIND ARISING OUT OF OR RELATED TO SUCH PARTY'S ACTIVITIES OR PERFORMANCE HEREUNDER.**

16. TITLE

- a. A Tender of Ethane shall be deemed a warranty of title by the party Tendering such Ethane, but acceptance shall not be deemed a representation by Carrier as to title. Carrier shall have the right

to reject any Ethane that, when offered for transportation, may be involved in litigation or are that are encumbered by any lien, security interest, or other form of burden, and Carrier may require Shipper to provide satisfactory evidence of perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any and all losses. Shipper shall not permit any lien, security interest, or other form of burden to be filed or created with respect to Linefill or Ethane in Carrier's possession.

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

17. COMMON STREAM CONNECTING CARRIERS

When both receipts from and deliveries to a connecting carrier of substantially the same grade of Ethane are scheduled at the same interconnection, Carrier reserves the right, with the cooperation of the connecting carrier, to offset like volumes of such common stream Ethane in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes. Carrier shall apply the applicable tariff rate to such offsetting volumes. When a Shipper's rate is exercised, Carrier will make further deliveries for such Shipper from its common stream Ethane.

18. PRORATION OF PIPELINE CAPACITY

When Carrier receives more nominations in a month for transportation of Ethane than Carrier is able to transport, Carrier shall apportion the capacity of its system in the following manner:

- a. During the Proration Month, each New Shipper will be allocated a portion of the available capacity equal to its nomination made in good faith multiplied by the Proration Factor, up to the level of its nomination. The total aggregate volumes allocated to all New Shippers on such line segment under this procedure shall not exceed ten percent (10%) of the available capacity. Each New Shipper will be allocated no more than two and one-half percent (2.5%) of the available capacity; *provided, however*, this limitation shall not be applicable if it would result in an allocation to New Shippers of less than ten percent (10%) of the available capacity.
- b. In the event that the total aggregate volumes allocated to New Shippers using the procedure described in subpart a of this Item No. 18 exceeds ten percent (10%) of the available capacity, each New Shipper will receive a pro rata reduction in its allocated available capacity such that the total allocated available capacity for all New Shippers on such line segment equals ten percent (10%) of the available capacity.
- c. Following the allocation of the available capacity to New Shippers described in subparts a and b of this Item No. 18, all of the remaining available capacity will be allocated to Regular Shippers such that a Regular Shipper's total shipments divided by the total of all Regular Shippers' total shipments equals the percentage of the remaining available capacity each Regular Shipper is entitled to during the Proration Month.
- d. Each Regular Shipper will receive an allocation that is the lesser of its allocation under subpart c above or its nomination. In the event that, under the calculation in subpart c above, any Regular Shipper is allocated more capacity than its nomination, the excess of its allocation over its nomination will be reallocated pro rata among all other Regular Shippers that did not receive an allocation in excess of their nominations, up to the level of each Regular Shipper's nomination. If there still remains unused capacity after such reallocation among Regular Shippers, such unused available capacity shall be distributed pro rata among all New Shippers, up to the level of each New Shipper's nomination and not subject to any percentage cap. If there still remains unused

available capacity after such reallocation among New Shippers, the system shall no longer be subject to prorationing and this Item No. 18 shall be inoperative.

19. TRANSFER OF PRORATED CAPACITY

Capacity allocated to a Shipper under Item No. 18 of this tariff, including a Shipper's shipment history resulting therefrom, may not be assigned, conveyed, loaned, transferred to, or used in any manner by another Shipper; *provided, however*, a Shipper's allocation of capacity, including the Shipper's shipment history resulting therefrom, may be transferred as an incident of the bona fide sale of the Shipper's business or to a successor to the Shipper's business by the operation of law, such as an executor or trustee in a bankruptcy.

20. LINEFILL

Shipper shall supply its pro rata share of Ethane for Linefill as Carrier determines is necessary to maintain efficient operations of Carrier's facilities. Each month, Carrier shall adjust the Linefill so that it provides its pro rata amount of Linefill equivalent to Shipper's total deliveries to the Receipt Points during the preceding month divided by the total deliveries by all Shippers at all Receipt Points during the preceding month. Upon Shipper's payment of all amounts payable under this tariff, a TSA, and any other agreements between Carrier and Shipper or their affiliates affecting the movement of Ethane on Carrier's facilities, Ethane used as Linefill shall be returned to Shipper and charged applicable transportation rates after Shipper has delivered to Carrier at least thirty (30) days prior written notice of Shipper's intent to cease delivering Ethane to the Receipt Points and after a reasonable period of time, not to exceed ninety (90) days, to allow for administrative and operational requirements associated with the withdrawal of such Ethane.

21. SEPARATE PIPELINE AGREEMENTS

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

22. TAX REGISTRATION

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

TABLE OF RATES		
RATES IN CENTS PER BARREL OF 42 UNITED STATES GALLONS		
From	To	Rate
Utica East Ohio Harrison Hub Harrison County, Ohio	Interconnect with Enterprise ATEX Pipeline Harrison County, Ohio	[U] 42

Reference Marks:
[U] Unchanged Rate
[D] Decrease
[I] Increase
[W] Change in Wording
[N] New
[C] Cancel