
EPL PIPELINE, L.L.C.

LOCAL AND PROPORTIONAL TARIFF

THE RATES AND CHARGES NAMED IN THIS TARIFF ARE FOR THE
GATHERING AND TRANSPORTATION OF

PETROLEUM

AS DEFINED IN ITEM 5, BY PIPE LINES, SUBJECT TO THE REGULATIONS
NAMED HEREIN:

FROM POINT NAMED IN:
LOUISIANA

TO POINT NAMED IN:
LOUISIANA

Effective June 1, 2016, EPL Pipeline, L.L.C. adopted this Non-Jurisdictional Rate Transportation Sheet 1.0.0 for all movements contained herein, previously governed by EPL Pipeline, L.L.C., F.E.R.C. No. 2.2.0

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

EFFECTIVE: June 1, 2016

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RULES AND REGULATIONS

This Carrier will receive petroleum for gathering and delivery through its own pipe lines only to established destination named herein, subject to the following conditions:

ITEM NO.	SUBJECT	RULES AND REGULATIONS
5	Definitions	<p>"Carrier" as herein used means EPL Pipeline, L.L.C.</p> <p>"Barrel" as herein used means forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and zero (0) gauge pressure if the vapor pressure of the petroleum is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the petroleum is above atmospheric pressure.</p> <p>"Petroleum" as herein used means the direct liquid products of oil wells, or a mixture of the direct liquid products of oil wells with the indirect liquid products of oil and gas wells including gasoline and liquefied petroleum gases, as provided in Item 15.</p> <p>"Tender" as herein used means an offer by a shipper to the Carrier of a stated quantity of petroleum for transportation from a specified origin or origins to a specified destination in accordance with these rules and regulations.</p>
10	Commodity	The Carrier will transport petroleum as defined in Item 5, exclusively and will not accept any other commodity for transportation.
15	Mixtures	<p>The indirect liquid products of oil and gas wells including gasoline and liquefied petroleum gases, hereinafter referred to as indirect products, will be accepted and transported as a mixture with the direct liquid products of oil wells, hereinafter referred to as direct products, providing the vapor pressure of the resulting mixture does not exceed that permitted by Carrier's facilities and operating conditions.</p> <p>The indirect products portion of the mixture will be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the shipper, consignee, and destination are the same, and that operating conditions and the Carrier's facilities permit the indirect products portion to be mixed with the direct products of the same shipper or consignee. The rate to be assessed on each portion of the mixture shall be the rate applicable from the reception point at which each is received.</p> <p>The direct and indirect products will be measured and tested separately for determining volumes received. Each such measurement will be made in accordance with Item 45.</p> <p>Mixtures will be transported and delivered as petroleum only. Nothing in this rule is to be construed to waive provisions of Item 25 of this tariff or to require the Carrier to receive, transport, and deliver unmixed indirect products. However, unmixed indirect products may be transported for subsequent mixing with direct products in accordance with this rule where facilities exist and operations permit transporting such indirect products.</p>

RULES AND REGULATIONS – Continued

ITEM NO.	SUBJECT	RULES AND REGULATIONS
20	Specification As To Quality Received	No petroleum will be accepted for transportation except good merchantable petroleum of the gravity of twenty degrees (20°) A.P.I. (American Petroleum Institute) or higher which is properly settled and contains not more than one half of one percent (1/2 of 1%) of basic sediment, water, and other impurities, of which no more than two-thirds of one percent (2/10 of 1%) can be water, and has a temperature not in excess of one hundred degrees (100°) Fahrenheit. If petroleum is accepted from tankage, settled bottoms in such tanks must not be above a point four inches (4") below the bottom of the pipeline connection with the tank from which it enters Carrier's facilities. No petroleum will be accepted unless its gravity, viscosity, and other characteristics are such that it will be readily susceptible of transportation through the Carrier's existing facilities, and it will not materially affect the quality of other shipments or cause disadvantage to other shippers and/or the Carrier.
25	Shipments, Maintenance Of Identity	Petroleum will be accepted for transportation only on condition that it may be subject to such changes in gravity or quality while in transit as would result from its mixture with other petroleum in the pipelines or tanks of the Carrier. Carrier shall be under no obligation to deliver the identical petroleum received but may make delivery out of common stock or out of Carrier's pipeline stream of substantially like petroleum.
30	Minimum Tender	Tenders for the transportation of such petroleum will be accepted under this tariff in quantities of not less than ten thousand (10,000) barrels from one shipper consigned to one consignee and destination. Petroleum so tendered to the Carrier for transportation will be received as currently available; however, the Carrier will not be obligated to deliver same in batches of less than five thousand (5,000) barrels.
35	Title	The Carrier shall have the right to reject any petroleum, when tendered 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 it may require of the shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier. By tendering petroleum, the shipper warrants and guarantees that the shipper has good title thereto and agrees to hold Carrier harmless for any and all loss, cost, liability, damage, and/or expense resulting from failure of title thereto; provided, that acceptance for transportation shall not be deemed a representation by the Carrier as to title.
40	Inventory Requirement	Carrier will require each Shipper to supply a pro rata share of Petroleum necessary for pipeline fill and efficient operation of the Carrier's pipeline prior to deliveries to the Shipper and/or consignee. Petroleum provided by Shipper for this purpose may be withdrawn from Carrier's system only after written notice is received at least two months prior to the effective date of Shipper's intention to discontinue shipments in Carrier's system.
45	Gauging, Testing And Volume Corrections	Petroleum shipped hereunder must be measured and tested by representatives of the Carrier or by automatic equipment approved by the Carrier. Quantities will be determined from correctly compiled tank tables or by Carrier-approved automatic equipment and adjusted to the temperature of sixty degrees (60°) Fahrenheit. Where measurement is made by meters, a further correction will be made for pressure in accordance with latest A.P.I. (American Petroleum Institute) Standards. Deductions will be made for the actual amount of suspended basic sediment, water, and other impurities as ascertained by centrifuge or other tests agreed upon.

RULES AND REGULATIONS – Continued

ITEM NO.	SUBJECT	RULES AND REGULATIONS
		<p>When indirect liquid products are received from pressure vessels and measurements are made by tank gauges, a further adjustment will be made to cover evacuation losses if a gas blanket at or in excess of the vapor pressure of the liquid is not used.</p> <p>The net quantities so determined for acceptance will be the net quantities deliverable.</p> <p>Quantities transported may be adjusted for inherent losses, including but not limited to, shrinkage, evaporation and other unavoidable loss incident to the transportation of such crude petroleum by pipeline.</p>
50	Arrangements Required For Further Transportation	The Carrier will accept petroleum for gathering only when the shipper or consignee has made the necessary arrangements for further shipment beyond.
55	Origin Facilities Required For Automatic Custody Transfer	Where consignor (or shipper) elects to deliver petroleum to the Carrier at point of origin through automatic custody transfer facilities (in lieu of tankage), the consignor (or shipper) shall furnish the required automatic measuring and sampling facilities and the design, construction, and calibration of such facilities must be approved by the Carrier and any appropriate regulatory body. In the event automatic custody transfer is made by meters, the consignor (or shipper) shall also furnish whatever pumping service is necessary to insure that the petroleum being delivered to the meter is at a pressure in excess of the bubble point of the liquid.
60	Application Of Rates And Charges	Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such petroleum by the Carrier. Gathering charges will be collected on the basis of net quantities of petroleum received. All net quantities will be determined in the manner provided in Item 45.
70	Apportionment When Tenders Are In Excess Of Facilities	<p>When there shall be tendered to the Carrier, for transportation, more petroleum than can be currently transported, the transportation furnished by the Carrier shall be apportioned among all shippers in proportion to the amounts tendered by each; provided, that in making such apportionment, no tender for transportation shall be considered beyond the amount which the party requesting the shipment will have available during the current month.</p> <p>When nominations submitted by Shipper to Carrier on or before the twenty-fifth (25th) of the month preceding the operating month do not exceed the capacity of the system or any line segment thereof, additional nominations may be accepted by the Carrier to fill capacity. These additional nominations will be accepted only if they do not impair the movement of crude petroleum nominated before the twenty-fifth (25th) of the preceding month.</p>
75	Payment Of Transportation and Other Charges	<p>The shipper or consignee shall pay all applicable transportation and other lawful charges accruing on petroleum delivered to and accepted by the Carrier for shipment, and if required shall pay or furnish guaranty of payment of same satisfactory to the Carrier before acceptance of shipment.</p> <p>If any charge remains unpaid after the due date, then such amount due shall bear interest calculated at an annual rate equivalent to 125 percent of the base lending rate of interest charged by Regions Bank, for loans made to substantial and responsible borrowers, from the payment due date of the invoice to the date payment is received by the Carrier.</p> <p>The Carrier shall have a lien on all petroleum belonging to the shipper or consignee to secure the payment of any and all unpaid transportation and other charges that are due to the Carrier by the shipper or consignee, and may withhold such petroleum from delivery until all unpaid</p>

RULES AND REGULATIONS – Continued

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		charges shall have been paid. If such charges remain unpaid thirty (30) calendar days after notice and demand therefor, the Carrier, or its representatives, shall have the right to sell such petroleum at public auction at the office of the Carrier in New Orleans, Louisiana, on any day not a legal holiday, and not less than forty-eight (48) hours after notice stating the time and place of such sale and the quantity, general description, and location of the petroleum to be sold has been published in a daily newspaper of general circulation published in the said city where the sale is to be held, and notice sent by telegraph to the shipper. The Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale Carrier may pay itself all transportation and other lawful charges, and all expenses incident to the sale, and the balances shall be held for whosoever may be lawfully entitled thereto.
80	Liability of Carrier	The Carrier while in possession of any of the petroleum herein described shall not be liable for any loss thereof, damage thereto, or delay, except gross negligence of the Carrier to the extent that liability therefor is imposed on the Carrier by law. In case of loss of petroleum for which Carrier is not responsible, the shipper shall bear the loss. Where such loss occurs in a tank containing petroleum which is the property of more than one shipper, or in a line to a segregated batch of petroleum which is the property of more than one shipper, each shipper shall bear the loss in such proportion as his total volume in said tank or batch bears to the total volume in said tank or batch.
85	Claims, Suits, And Time For Filing	As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with the Carrier within nine (9) months after delivery of the petroleum, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits arising out of such claims shall be instituted against the Carrier only within two (2) years from the time when the Carrier delivers, or tenders delivery of, the petroleum or, in case of failure to make or tender delivery, then within two (2) years after a reasonable time for delivery has elapsed. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions. Carrier will not be liable and such claims will not be paid.
90	Duty Of Carrier	The Carrier shall not be required to transport petroleum except with reasonable diligence, considering the quantity of petroleum, the distance of transportation, the safety of operation, and other material factors.

LIST OF POINTS FROM AND TO WHICH RATES APPLY
And
RATES ON PETROLEUM IN CENTS PER BARREL OF 42 UNITED STATES GALLONS

FROM	Through Rate to Destination
	Bayou Fourchon Terminal, Lafourche Parish, Louisiana
Block 26, Lafourche Parish, Louisiana	54.66

EXPLANATION OF REFERENCE MARKS:

- [C] Cancel
- [I] Increase in Rates
- [N] New