# EPL PIPELINE, L.L.C.

LOCAL TARIFF

Applying on the Transportation of

## CRUDE PETROLEUM
(As Defined Herein)

Subject to the Rules and Regulations shown on Pages 2 through 5.

**TABLE OF RATES**

| FROM | TO | RATE IN CENTS PER BARREL OF 42 UNITED STATES GALLONS |
|---|---|---|
| South Pass Block 55<br>Offshore Louisiana | West Delta Block 83<br>Plaquemines Parish, Louisiana | [I] 27.61 |

[C] ~~Filed pursuant to 18 C.F.R. § 341.6(c) (Complete Adoption).~~

[C] ~~This tariff brings forward unchanged (except as otherwise indicated) the rates, rules and regulations from Hilcorp Energy GOM, LLC's F.E.R.C. No. 6.0.0, in accordance with EPL Pipeline, L.L.C.'s Adoption Notice F.E.R.C. No. 3.0.0, effective November 1, 2012.~~

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

[N] Filed pursuant to 18 C.F.R. § 342.3.

**Issued:** July 31, 2014 **Effective:** September 1, 2014

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

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The Company will receive Crude Petroleum for pipeline transportation only to established delivery points subject to the following conditions:

**5. Definitions**

“API” as used herein means American Petroleum Institute.

“ASTM” as used herein means American Society for Testing Materials.

“Barrel” as used herein means forty-two (42) United States gallons at sixty degrees (60) Fahrenheit.

“Company” as used herein means EPL Pipeline, L.L.C.

"Crude Petroleum" as used herein means the direct liquid products of oil wells, condensate or a mixture thereof from oil or gas wells located in the Southern Louisiana oil province (consisting of the Outer Continental Shelf, State and Federal waters, and onshore Gulf coast production) with a distillation range, quality and general characteristics typical of South Louisiana crude including a sulfur content of less than or equal to 0.5 percent by weight as determined by ASTM Method D4294 without centrifuge.

“Nominate” or “Nomination“ as herein used means an offer by a shipper to the Company of a stated quantity of Crude Petroleum for transportation from a specified origin or origins to a specified destination in accordance with these rules and regulations.

**10. Quality of Crude Petroleum**

Crude Petroleum accepted for transportation by the Company must be good merchantable oil of such viscosity, pour point and temperature as will permit its being freely handled and transported under conditions existing in the pipeline, and which is properly warranted. The Company reserves the right to reject any Crude Petroleum containing more than one percent (1%) of basic sediment, water and other impurities, or having a Reid vapor pressure in excess of 12 pounds per square inch at 100 degrees Fahrenheit, or having pour point, viscosity, or other characteristics such that it will not be readily susceptible for transportation through Company’s existing facilities, or which will materially affect or damage the quality of other shipments or cause disadvantage to other shippers and/or the Company, or having an API gravity of less than 20 degrees.

**15. Storage Facilities**

The Company does not furnish storage facilities.

**20. Nominations**

Crude Petroleum will be accepted for transportation only at such time as Crude Petroleum of the same quality and general characteristics is being transported. Any shipper desiring to Nominate Crude Petroleum for transportation hereunder, shall on or before the 25th of the month place a notice including the name of the shipper, destination and consignee if other than the shipper, of the quantity of Crude Petroleum to be Nominated during the following month with the Dispatcher, EPL Pipeline, L.L.C., [W] ~~201 St. Charles Avenue, Suite 3400, New Orleans, LA 70170~~ 1021 Main Street, Suite 2626, Houston, Texas 77002.

**25. Crude Petroleum Involved In Litigation**

The Company shall have the right to reject any Crude Petroleum, when Nominated 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 the Company.

**30. Gauging, Testing, and Deductions**

(a) Quantities for receiving, delivering, assessing charges and all other purposes will be corrected to a temperature of sixty degrees Fahrenheit, in accordance with the latest API/ASTM measurement standards, after deductions of impurities shown by tests made by the Company prior to receipt and upon delivery. Quantities may be computed from tank tables compiled or accepted by the carrier.

(b) Pursuant to Item No. 50, Liability of Company, Crude Petroleum 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. The Company loss adjustment will be made monthly on the basis of total quantities transported and shall be based on the prior three years' actual historical loss experience, adjusted to actuals at the end of the year.

(c) The net quantities as determined under paragraphs (a) and (b) of this item will be the amounts accountable at destination.

**35. Mixing in Transit**

Crude Petroleum will be accepted for transportation only on condition that it shall be subject to changes in gravity, quality, or characteristics while in transit or storage as may result from the mixture with other Crude Petroleum and the Company shall be under no obligation to make delivery of the identical Crude Petroleum received, but may make delivery out of common stock.

**40. Origin Facilities Required**

Where shipper elects to deliver Crude Petroleum to the Company at point of origin through automatic custody transfer facilities (in lieu of tankage), the shipper shall furnish the required automatic measuring and sampling facilities and the design, construction, and calibration of such facilities must be approved by the Company and any appropriate regulatory body. In the event automatic custody transfer is made by meters, the shipper shall also furnish whatever pumping service is necessary to insure that the Crude Petroleum being delivered to the meter is at a pressure in excess of the bubble point of the liquid. Shipper shall furnish or arrange with platform owners to furnish pumping equipment necessary to inject its Crude Petroleum into the pipeline. The Company shall have the right to limit and control the maximum pumping rate and schedule pumping periods for injection into the pipeline. Such pumping equipment shall be sized so that the pumping rate shall not exceed 120% of the average rate required to inject the quantities of Crude Petroleum scheduled for shipment from the production platform during the schedule period.

**45. Destination Facilities Required**

The Company may refuse to accept Crude Petroleum for transportation unless satisfactory evidence be furnished that the shipper or consignee has made the necessary arrangements for further shipment beyond.

**50. Liability of Company**

The Company, while in possession of Crude Petroleum herein described, shall not be liable for any loss thereof, damage thereto, or delay caused by act of God, war, act of the public enemy, quarantine, the authority of law, requisition or necessity of the government of the United States in time of war, or default of shipper or owner. In case of loss of any Crude Petroleum, from any such causes, after it has been received for transportation and before the same has been delivered to consignee, the loss will be charged proportionately to each shipper in the ratio that his Crude Petroleum, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of all Crude Petroleum then in the custody of the Company for transportation via the lines or other facilities in which the loss occurs and the Company will be obligated to deliver only that portion of such Crude Petroleum remaining after deducting shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered. Company will compensate shippers for Crude Petroleum losses for which the Company is liable by paying the value of such Crude Petroleum at the point where and at the time when transportation originated.

**60. Duty of Company**

The Company will receive, transport and deliver Crude Petroleum with reasonable diligence and dispatch. The shipper or consignee will be notified twenty-four (24) hours prior to the arrival of a shipment of Crude Petroleum and if the shipper or consignee is unable or refuses to receive the Crude Petroleum shipment as it arrives at destination, the Company reserves the right to make whatever arrangements for disposition of the Crude Petroleum it deems appropriate in order to clear its pipeline. Any expense incurred by the Company in making such arrangements shall be borne by the shipper or consignee, and these charges are in addition to transportation charges accruing to shipper or consignee.

**65. Payment of Transportation and Other Charges**

Only Crude Petroleum destined for further movement in interstate commerce will be accepted for movement under this tariff. Crude Petroleum accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Crude Petroleum by the Company. Trunk line transportation and all other lawful charges will be collected on the basis of the net quantities of Crude Petroleum delivered. All net quantities will be determined in the manner provided in Item No. 30.

The shipper or consignee shall pay the transportation and all other charges applicable to the shipment, and, if required, shall prepay or guarantee the same before acceptance by the Company, or pay the same before delivery. The Company shall have a lien on all Crude Petroleum in its possession belonging to the shipper to secure the payment of all unpaid transportation charges as well as demurrage charges due by the shipper. The Company may withhold Crude Petroleum from delivery until all unpaid charges shall have been paid. If said charges shall remain unpaid five (5) days after the time which may be fixed for delivery as provided for in Item No. 60, or, in the absence of unpaid charges, when there shall be failure to take the Crude Petroleum at the point of destination as provided in these rules and regulations, the Company may, by an agent, sell said Crude Petroleum at public auction for cash making said sale at its public office in New Orleans, Louisiana, on any day not a legal holiday and not less than forty-eight (48) hours after publication of notice in a daily newspaper in said city of the time and place of such sale and the quantity of Crude Petroleum to be sold. The Company may be a bidder and purchaser at such sale. Out of the proceeds of the sale the Company may pay itself all transportation, including demurrage, and any other lawful charges. The Company may also pay itself for all necessary expenses, including expense of notice, advertisement, sale, and other necessary expense, and expense of caring for and maintaining the Crude Petroleum. The balance shall be held for whomsoever may be lawfully entitled thereto.

**70. Apportionment When Nominations Are in Excess of Facilities**

When there shall be Nominated to the Company for transportation, more Crude Petroleum than can be immediately transported, the transportation furnished by the Company shall be apportioned among all shippers in proportion to the amounts Nominated by each, based on the capacity of the system. Shippers will be required to submit Nominations by the twenty-fifth (25th) of the month preceding the month of shipment and no Nomination 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 Nominated by it, its volumes for the succeeding month may be reduced by the amount of allocated throughput not utilized during the preceding month.

**75 Use of Communication Facilities**

Without additional charge the Company will transmit messages for shippers incident to the business hereunder over the private communication facilities of the Company, but the Company shall not be obligated to deliver messages, nor shall it be liable for failure of delivery of messages, and it shall not be liable for errors or delay in transmission or for interruption of the service.

**80. Notice of Claims**

Claims for loss or damage must be made in writing to the Company, [W] ~~201 St. Charles Avenue, Suite 3400, New Orleans, LA 70170~~ 1021 Main Street, Suite 2626, Houston, Texas 77002, within nine (9) months after delivery of the property, or in case of a 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 Company, suit must be brought within two (2) years and one (1) day after notice in writing is given by the Company to the claimant that the Company 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 Company will not be liable.

**95. Application of Rates from/to Intermediate Origin Destination Points**

For Crude Petroleum accepted for transportation from any origin point on Company's lines not named in the individual tariffs, which is intermediate to any published origin and/or destination points for which rates are published, Company will apply from such unnamed point the rate published from the next more distant point specified. If branch or diverging lines create two or more "next most distant points", Company will apply the rate which will result in the lowest charge.

For Crude Petroleum accepted for transportation to any destination point on Company's lines not named in the individual tariffs, which is intermediate to any published destination and/or origin points for which rates are published, Company will apply to such unnamed point the rate published to the next more distant point specified. If branch or diverging lines create two or more "next most distant points", Company will apply the rate which will result in the lowest charge.

Company will file a tariff applicable to such transportation movements within 30 days of the start of the service if the intermediate point is to be used on a continuous basis for more than 30 days.

**100. Connection Policy**

Connections to Company's pipeline(s) will only be considered if made by formal written notification to Company and all requests will be subject to the following standards and conditions.

All connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the Company's pipeline(s) in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations.

**105. Creditworthiness of Shippers**

All prospective shippers must submit sufficient financial information to establish creditworthiness. If a potential shipper is not creditworthy or if shipper's credit deteriorates, carrier will require prepayment of tariff related charges and / or a letter of credit from an appropriate financial institution in acceptable form to carrier.

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**EXPLANATION OF REFERENCE MARKS:**

[C] Cancel
[I] Increase in Rates
[N] New
[W] Wording Change