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FERC ICA Oil Tariff **F. E. R. C. No. 4.5.0**
(Cancels F.E.R.C. No. 4.4.0)

Energy XXI Pipeline, LLC

PROPORTIONAL TARIFF

APPLYING ON

CRUDE PETROLEUM

FROM Offshore Louisiana	TO Louisiana Point	Rate in Cents Per Bbl. of 42 U.S. Gallons
South Pass Area Block 55	Chevron Oil Company's E-5 Terminal Plaquemines Parish, Louisiana	**[I]** 37.17
South Pass Area Block 77		**[I]** 139.33

APPLICATION OF RATE

Rate named in this tariff is applicable only on crude petroleum delivered to carrier at point of origin, for subsequent pipeline transportation beyond destination.

Filed in accordance with 18 C.F.R. Section 342.3 (Indexing)

ISSUED: May 21, 2015 **EFFECTIVE: July 1, 2015**

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

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RULES AND REGULATIONS

Rule 1. Definitions - "Company" means and refers to Energy XXI Pipeline, LLC and/or other pipeline companies which may, by proper concurrence, be parties to joint tariffs incorporating these rules and regulations by specific reference.
"Barrel" means a barrel of forty-two (42) gallons, United States measurement at 60 degrees Fahrenheit and zero pounds per square inch gauge pressure.
"Company's pipeline" means the Company's undivided interest in the System.
"Crude Petroleum", as used herein, means either 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 or gas wells, including gasoline and liquefied petroleum gases, as provided in Rule 5.
"Direct Products" means the direct liquid products of oil wells.
"Indirect Liquid Products" means the liquid products resulting from the refining of crude petroleum, operation of gasoline recovery plants, gas recycling plants, and condensate or distillate recovery equipment in gas or oil fields.
"System" means a pipeline system specifically indicated by the origins and destinations described in individual tariffs making reference hereto.
"Tender" 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 or destinations in accordance with these rules and regulations.

Rule 2. Commodity - The Company is engaged in the transportation of crude petroleum exclusively under this tariff, and therefore will not accept any other commodity for transportation hereunder.

Rule 3. Specifications - Carrier has the right, at its discretion, to reject crude oil containing contaminants. The Company will receive for transportation only good merchantable crude petroleum properly settled and weathered, and which contains not more than one **(1)** percent basic sediment, water and other impurities, and has a temperature not in excess of one hundred forty (140) degrees Fahrenheit. If crude petroleum is accepted from tankage, settled bottoms in such tanks must not be above a point four (4) inches below the bottom of the pipeline connection with the tank from which it enters Company's facilities.

No crude petroleum will be received unless it is of acceptable character, gravity, and viscosity such that it will be readily susceptible of transportation through Company's existing facilities, and will not materially affect the quality of the other crude petroleum shipments or cause disadvantage to other shippers and/or the Company. Company reserves the right to reject any and all crude petroleum having a vapor pressure in excess of thirteen (13) pounds per square inch, absolute, at a temperature of one hundred (100) degrees Fahrenheit.

If crude petroleum tendered for transportation differs materially in character from that being transported in Company's pipeline, then it will be transported, if at all, only under such terms as the Company and the shipper may agree.

Rule 4. Maintenance of Identity - Crude petroleum will be accepted for transportation only on condition that it shall be subject to such changes in gravity, or characteristics while in transit as may result from the mixture with other crude petroleum in the pipeline of the Company. Company shall be under no obligation to deliver the identical crude petroleum received, but may take delivery to consignee out of common stock in the Company's pipeline at delivery point.

Rule 5. Mixtures –

(a) Indirect liquid products will he received for transportation only on condition that the indirect liquid products shall he mixed in Company's pipeline with direct products, and providing both the indirect liquid products and the direct liquid products are owned by the same shipper or consignee and are consigned to the same destination.

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(b) The indirect liquid products portion of the mixture will he 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 Company's facilities permit the indirect liquid 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 he the rate applicable from the reception point at which each is received.

(c) Indirect liquid products shall not exceed twenty (20) percent by volume of the total mixture of indirect liquid products with direct products, and the vapor pressure of such mixtures shall not exceed thirteen (13) pounds per square inch, absolute, at a temperature of one hundred (100) degrees Fahrenheit.

(d) The direct liquid products portion and the direct products portion of the mixture will be measured and tested separately and must be shown separately on the shipping order, and if required on separate shipping orders.

(e) Mixtures will be transported and delivered as crude petroleum. Nothing in this Rule is to be construed to waive provisions of Rule 4 of this tariff or to require the Company to receive, transport and deliver unmixed indirect liquid products.

Rule 6. Storage and Destination Facilities - Storage necessarily incident to transportation will be provided by the shipper, and the shipper or consignee must provide storage facilities for receiving the crude petroleum at destination. The Company may refuse to accept crude petroleum for transportation unless satisfactory evidence be furnished that the shipper or consignee has provided the necessary facilities for the prompt receiving of said crude petroleum at its destination.

Rule 7. Legality of Shipments - The Company reserves the right to reject any and all crude petroleum tendered where the shipper or consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regulating shipments of crude petroleum.

Rule 8. Title - The Company shall have the right to reject any crude petroleum, when tendered for transportation, which may he involved in litigation, or the title of which may be in dispute, or which may be incumbered 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 Company.

Rule 9. Appointment when Tenders are in Excess of Facilities – When there shall be tendered to Company for transportation greater quantities than can be immediately transported, the transportation shall be apportioned among all shippers in proportion to the amounts tendered by each, provided that no tender for transportation shall be considered beyond the amount which the shipper requesting the shipment has on hand available and ready for shipment. Company shall be considered as a shipper of quantities tendered by itself and held for shipment through its lines, and its shipments shall be entitled to participate ratably in such apportionment.

Rule 10. Delivery at Destination - The Company will transport and deliver crude petroleum with reasonable diligence and dispatch considering the quantity and quality of the crude petroleum, the distance of transportation, safety of operations, and other material factors, but will accept no crude petroleum to be transported in time for any particular market.

After any shipment has had time to arrive at destination, and/or on twenty-four (24) hour notice to consignee, Company may begin delivery at its current pumping rate.

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 expenses incurred by the Company in making such arrangements shall be borne by the shipper or consignee, which charges are in addition to transportation charges accruing to shipper or consignee.

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Rule 11. Payment of Transportation and Other Charges - Crude petroleum accepted for transportation shall be subject to the rates in effect on the date of receipt by Company, irrespective of the date of the tender.

The shipper or consignee shall pay Company at the rate specified for transportation and all other lawful charges accruing on crude petroleum tendered and accepted for shipment and, if required, shall pay the same before delivery. Company shall have a lien on all crude petroleum in its possession to cover charges for transportation and other lawful charges, and may withhold delivery of crude petroleum until said charges are paid. If such charges remain unpaid for more than five (5) days after notice of readiness to deliver, Company, by agent, may sell said crude petroleum at public auction at the General Office of Company, on any day not a legal holiday and not less than forty-eight (48) hours after publication of notice in a daily newspaper of general circulation published in the city where said General Office is located, said notice giving the time and place of the sale and the quantity of the crude petroleum to be sold. The Company may be a bidder and purchaser at such sale. From the proceeds of the sale, Company may pay itself all charges lawfully accruing, and all expenses of said sale, and the net balance shall be held for whomsoever may be lawfully entitled thereto.

Rule 12. Measuring, Testing, Corrections and Deductions - All shipments tendered Company for transportation shall be tested, gauged or metered by a representative of Company prior to, or at the time of receipt from the shipper or delivery to consignee, but the shipper or consignee shall at all times have the privilege of being present or represented during the testing, gauging or metering. Quantities shall be corrected as to temperature from observed temperature to 60 degrees Fahrenheit basis by use of applicable API-ASTM-IP correction tables. A Centrifuge machine shall be used for ascertaining the percentage of basic sediment, water and other impurities in the shipment and the full amount of basic sediment, water and other impurities, thus determined, shall be deducted from the corrected volume.

Company shall account to each shipper for all Crude Petroleum received. Any overage or shortage not due to the negligence of Company, including losses or gains resulting from shrinkage, evaporation, expansion or other Crude Petroleum losses or gains inherent in the operation of a pipeline system, will be allocated on a monthly accrual basis among the shippers in the proportion that the total number of barrels delivered from the pipeline system for each shipper bears to the total number of barrels delivered from the pipeline system for all shippers.

The net balance, after applicable deductions defined above, and any loss as provided for in Rule 13 (Liability of Company), will be the quantity deliverable by Company and upon which transportation charges will he assessed.

Rule 13. Liability of Company - The Company shall not be liable for any loss of crude petroleum as described herein, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of the shipper or consignee, or from any other cause not due to the diligence of Company; in case of losses from such causes, other than the negligence of Company, losses shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time die loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Company for shipment via the lines or other facilities in which the loss or damage occurs; the consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered.

Rule 14. Claims, Suits, Time for Filing - As a condition precedent to recovery, claims must be filed in writing with Company 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; and suits shall be instituted against Company only within two (2) years and one (1) day from the day when notice in writing is given by Company has disallowed the claim or any part or parts thereof specified in die notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Company shall not be liable, and such claims will not be paid.

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Rule 15. Use of Communication Facilities - When Company maintains a private communication system, shippers may use the same without extra charge for messages incident to shipment. However, Company shall not be liable for deliver)· of messages away from its office, delays in transmission, failures of transmission, interruption of service, or the accuracy thereof.

Rule 16. Pipage Contracts - Separate pipage contracts in accord with this tariff and these rules and regulations covering further details may be required by this Company before any duty for transportation shall arise.

Rule 17. Reconsignment - If no out of line or back haul movement or interference with shipping sequence is required, diversion or reconsignment may be made prior to arrival at original destination without charge, subject to the rates, rules and regulations applicable from point of origin to point of final destination.

Rule 18. Application of Rates for Intermediate Points - For crude petroleum shipments accepted for transportation from any point not named in tariffs making reference hereto which is intermediate to a point from which rates are published in said tariffs, through such unnamed point, the rate published therein from the next more distant point specified in die tariffs will apply from such unnamed point, and the gathering charge at the next more distant point shall apply when gathering service is performed. For crude petroleum shipments accepted for transportation to any point not named in tariffs making reference hereto which is intermediate to a point to which rates are published in said tariffs, through such unnamed point, the rate published therein to the next more distant point specified in the tariffs will apply.

Rule 19. Liability Fund - in addition to transportation charges and all other lawful charges accruing on Crude Petroleum tendered for shipment, a per barrel charge will be assessed and collected in the amount of the tax, fee, or other charge levied against Company in connection with such Crude Petroleum, pursuant to any Federal, State or local act or regulation which levies a tax, fee or other charge on the receipt, delivery, transfer, or transportation of such Crude Petroleum within their jurisdiction for the purpose of creating a fund for the prevention, containment, clean up and removal of spills and the reimbursement of persons sustaining loss therefrom.

Rule 20. Tender Requirements - Crude Petroleum will be accepted for transportation under tariffs making reference hereto from one Shipper consigned to one consignee and destination; provided, however, that Crude Petroleum will be accepted only at such times as Crude Petroleum of similar quality and characteristics is being transported from receiving point to delivery point.

Company requires that Tenders for shipment of Crude Petroleum on its pipeline systems be received on or before 4:15P.M., Central Standard Time or Central Daylight Savings Time, the last working day prior to the 26th day of the month preceding the month during which shipment is requested. Written confirmation of verbal tenders for shipment must be provided by the first of the month during which shipment is requested.

EXPLANATION OF REFERENCE MARKS

[I] Increase
[W] Change in wording only