

East Cameron Gathering LLC
Non Jurisdictional Rate Schedule No. 1

The rate named in this schedule is for the transportation of Crude Petroleum by pipelines, subject to the rules and regulations named herein.

TABLE OF RATES		
From	To	Rate in Cents Per Barrel of 42 U.S. Gallons
Block 321 - East Cameron Area, Louisiana Platform a Located at: Lat. 28°13'10.38" Long. 92°47'39.38"	Block 265, Vermilion Area, Louisiana Platform a Located at: Lat. 28°30'41.30" Long. 92°27'06.86"	129.41
Block 330 - East Cameron Area, Louisiana	Block 265, Vermilion Area, Louisiana	146.99
Block 338 - East Cameron Area, Louisiana	Block 265, Vermilion Area, Louisiana	146.99
Block 299, Vermilion Area, Louisiana Subsea Tie-In at: Lat. 28°23'32.54" Long. 92°31'02.41"	Block 265, Vermilion Area, Louisiana Platform a Located at: Lat. 28°30'41.30" Long. 92°27'06.86"	106.24

APPLICATION OF RATES

The rates named in this schedule are applicable only on Crude Petroleum transported to Block 265, Vermilion Area, Louisiana, for reshipment to South Bend, St. Mary Parish, Louisiana.

[N] Effective August 1, 2015, East Cameron Gathering LLC adopted this rate schedule for all movements contained herein, previously governed by Energy XXI Pipeline II, LLC, Non Jurisdictional Rate Schedule No. 1.

[N] EFFECTIVE AUGUST 1, 2015

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

Issued by:

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[C] Cancel. [N] New. [W] Change in wording only.

RULES AND REGULATIONS

RULE 1. DEFINITIONS:

“Crude Petroleum,” as used herein, means the direct product of oil wells, indirect petroleum products resulting either from distillate recovery equipment in gas and distillate fields, or a mixture of the direct product and indirect petroleum products.

“Barrel,” as used herein, means 42 United States gallons of Crude Petroleum at a temperature of 60 degrees Fahrenheit.

“Carrier,” as used herein, means East Cameron Gathering LLC.

RULE 2. SPECIFICATIONS AS TO QUALITY AND LEGALITY OF SHIPMENT:

Carrier reserves the right to reject any and all of the following shipments:

- A. Crude Petroleum whose gravity, viscosity, and other characteristics are such that it is not readily susceptible of transportation through the Carrier’s existing facilities and it will damage the quality of other shipments or cause disadvantage to other shippers and/or the Carrier.
- B. Crude Petroleum containing basic sediment, water or other impurities totaling in excess of one per cent as determined by centrifugal test, or by such other tests as may be agreed upon by the Shipper and Carrier.
- C. Crude Petroleum where the Shipper or Consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regarding shipment of crude petroleum.

RULE 3. RECEIPT, DELIVERY AND IDENTITY OF SHIPMENTS:

- A. Crude Petroleum offered for transportation will be received into the pipelines of Carrier only on the condition that:
 - (i) It shall be subject to such changes in gravity or quality as may result from the mixture of said Crude Petroleum with Crude Petroleum in the tanks or lines of Carrier; and
 - (ii) Carrier shall be under no obligation to deliver the identical Crude Petroleum received, and reserves the right to make delivery out of its common stock.

RULE 4. APPORTIONMENT WHEN CURRENT OFFERINGS ARE IN EXCESS OF FACILITIES: When more Crude Petroleum shall be offered by shippers to the Carrier under its tariffs than can be transported currently, the transportation furnished by Carrier shall be apportioned among all Shippers equitably.

RULE 5. APPLICATION OF RATES: Crude Petroleum accepted for transportation shall be

subject to the rates in effect on the date of receipt by Carrier.

RULE 6. LIABILITY OF CARRIER: Carrier while in possession of Crude Petroleum described herein, shall not be liable for any loss thereof; damage thereto; or delay caused by fire, storm, flood, epidemics, Act of God, riots, strikes, insurrection, rebellion, 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, default of Shipper or Owner, or from any other cause not due to the sole negligence of Carrier. 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, Shipper shall stand a loss in such proportion as the amount of his shipment, already delivered to Carrier, bears to all of the crude petroleum then in the custody of Carrier, for shipment via the lines or other facilities in which the loss or damage occurs, and the Shipper shall be entitled to have delivered only such portion of his shipment as may remain after deduction of his due proportion of such loss.

RULE 7. CRUDE PETROLEUM INVOLVED IN LITIGATION: Crude petroleum which is in any way involved in litigation, or which is encumbered by a lien or charge of any kind, will not be accepted for shipment, unless and until the Shipper or Consignee shall furnish a bond or other form of indemnity satisfactory to Carrier, protecting it against any liability or loss arising as a result of such litigation, lien or charge.

RULE 8. PAYMENT OF TARIFF CHARGES: The Shipper or Consignee shall pay all applicable transportation and all other lawful charges accruing on crude petroleum delivered to and accepted by Carrier for shipment, and if required, shall pay the same before delivery at destination. Carrier shall have a lien on all crude petroleum in its possession belonging to Shipper or Consignee to secure the payment of any and all unpaid transportation or any lawful charges that are due Carrier, that are unpaid by Shipper or Consignee, and may withhold such crude petroleum from delivery until all unpaid charges shall have been paid. If said charges remain unpaid ten days after notice and demand therefore, Carrier shall have the right, through an Agent, to sell such crude petroleum at public auction, on any day not a legal holiday, on not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of crude petroleum to be sold. At said sale Carrier shall have the right to bid, and, if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

RULE 9. CLAIMS, SUITS AND TIME FOR FILING: As a condition precedent to recovery, claims must be filed in writing with Carrier within nine months after delivery of shipment, or in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against Carrier only within two years and one 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. Where claims are not filed or suits are not instituted thereon, in accordance with the foregoing provisions, Carrier shall not be liable and such claims will not be paid.

RULE 10. GAUGING AND TESTING: Crude petroleum offered to Carrier for transportation

shall be measured and tested by a representative of Carrier prior to its receipt from Shipper, but the Shipper shall have the privilege of being present or represented at the gauging and testing. Upon delivery at final destination quantities shall be computed from tank tables on a 100 per cent volume basis, or, when agreed upon, quantities may be measured through meters. Volumes thus determined will be corrected as to temperature from observed degrees Fahrenheit to 60 degrees Fahrenheit. A centrifuge machine, or other methods agreed upon, shall be used for ascertaining the percentage of basic sediment, water or other impurities in the crude petroleum and the full amount of basic sediment, water and other impurities, thus determined shall be deducted from the corrected volume. Quantities received from each Shipper shall be determined by allocating and dividing among the Shippers from whom the crude petroleum was received, the amount delivered at final destination in the proportion that the quantity received from each Shipper bears to the total quantity received from all Shippers. Transportation charges shall be assessed on the quantities thus determined. From the net quantities so determined for acceptance, a further deduction of one-quarter of one-percent (0.25%) will be made to cover evaporation and loss during transportation. The balance shall be the net quantities deliverable.

RULE 11. EVIDENCE OF RECEIPTS AND DELIVERIES: Crude petroleum received from the Shipper and crude petroleum delivered to the Consignee shall, in each instance, be evidenced by tickets, showing opening and closing tank gauges or meter readings, as applicable, temperature, basic sediment and water, and any other data essential to the determination of quantity. Such tickets shall be jointly signed by representatives of Carrier and the Shipper or Consignee, as appropriate, and shall constitute full receipt for (a) the crude petroleum received; (b) the crude petroleum delivered.

RULE 12. QUANTITIES DELIVERABLE: The quantity of crude petroleum deliverable at final destination shall be the quantity received at 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, and shall be determined in the manner described in Rule 10 above.

RULE 13. ARRANGEMENTS REQUIRED FOR FURTHER TRANSPORTATION: The Carrier will accept crude petroleum for transportation only when the Shipper or Consignee has made the necessary arrangements for further shipment beyond.