

Non-Jurisdictional PRIVATE TRANSPORTATION RATE SHEET NO. 5.0.0
(Cancels ExxonMobil Pipeline Company Louisiana Rate Sheet No. 810)

**[W]Energy XXI Pipeline II, LLC ~~ExxonMobil Pipeline Company~~
(~~EMPCo~~)**

[W]PRIVATE TRANSPORTATION RATE SHEET

CONTAINING RULES, REGULATIONS AND RATES
GOVERNING

THE TRANSPORTATION OF

CRUDE OIL

[C]~~BY~~

[C]~~ExxonMobil Pipeline Company~~

IN

LOUISIANA

EFFECTIVE: JULY 1, 2017

Issued By:

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RULES AND REGULATIONS

ITEM NO. 1. DEFINITIONS:

"Crude Petroleum," as used herein, means the direct product of oil wells, indirect petroleum products resulting from either 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 ExxonMobil Pipeline Company.

"Connecting Pipeline," as used herein, means a pipeline constructed and operated by a party or parties other than Carrier from which Crude Petroleum is received into Carrier's pipeline on the basis of measurements made at the point where it enters said Connecting Pipeline rather than at the point where it enters Carrier's pipeline.

"Monthly Accounting Period," as used herein, means a calendar month beginning at 7:00 a.m. on the first day of a month and ending at 7:00 a.m. on the first day of the succeeding month.

"A.P.I.," as used herein, means the American Petroleum Institute.

ITEM NO. 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 to 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 (BS&W) or other impurities totaling in excess of one percent 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.

ITEM NO. 3. RECEIPT, DELIVERY AND IDENTITY OF SHIPMENTS: Crude Petroleum offered for transportation will be received into the pipelines of Carrier only on the condition that:

- A. 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 lines of Carrier or Connecting Pipeline; and
- B. 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.

ITEM NO. 4. APPORTIONMENT WHEN CURRENT OFFERINGS ARE IN EXCESS OF FACILITIES: When pursuant to tenders hereunder, there shall be offered to Carrier more Crude Petroleum than can be immediately gathered and/or transported, the gathering and/or transportation shall be apportioned among all Shippers by Carrier on a just and reasonable basis.

ITEM NO. 5. APPLICATION OF RATES: Crude Petroleum accepted for transportation shall be subject to the rates and other charges in effect on the date of receipt by Carrier.

ITEM NO. 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 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, Carrier shall assign and allocate such losses to Shippers on a just and reasonable basis.

ITEM NO. 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.

ITEM NO. 8. PAYMENT OF TRANSPORTATION AND OTHER CHARGES: [C] The Shipper or Consignee shall pay all applicable gathering, transportation and all other charges accruing on Crude Petroleum delivered to and accepted by Carrier for shipment, and, if required, shall prepay or guarantee the same before acceptance by the Carrier, or pay the same before delivery. 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 gathering, transportation, or any charges that are due Carrier that are unpaid by Shipper or Consignee, and may withhold such Crude Petroleum from delivery until all unpaid charges have been paid.

[C] If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due shall bear interest from the day after the due date until paid, calculated at an annual rate equivalent to 125% of the prime rate of interest, as of the date of Carrier's invoice, charged by the Citibank N.A. of New York, New York, for ninety (90) day loans made to substantial and responsible commercial borrowers or the maximum rate allowed by law, whichever is the lesser. If the invoice is not paid within thirty (30) days from the due date, Carrier shall have the right, either directly or through an agent, at any time after such thirty (30) day period to sell any Crude Petroleum of such Shipper in its custody at public auction, on any day not a legal holiday, not less than 48 hours after publication of notice of such sale in a daily newspaper of general circulation published in the town, city, or general area where the sale is to be held, stating the time and place of sale and the quantity and location of the Crude Petroleum to be sold. At said sale Carrier shall have the right to bid, and, if it is the highest bidder, to become the purchaser. The proceeds of disposition shall be applied in the following order: (a) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (b) To the satisfaction of the indebtedness secured hereby including interest herein

provided from date of invoice to date of sale. The balance of the proceeds of the sale remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

[N] The Shipper or Consignee shall pay, as provided below, all applicable gathering, transportation, and all other charges accruing on Crude Petroleum handled by Carrier.

[N] All payments are due within 10 days of receipt of the invoice, unless the Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it necessary to do so, in which case the payment due date shall be that specified in a written notice to the Shipper.

[N] If any charge remains unpaid after the due date specified in Carrier's invoice, then such amount due may bear interest from the day after the due date until paid, calculated at an annual rate equivalent to the lesser of (1) 125% of the prime rate of interest, as of the date of Carrier's invoice, charged by the Citibank N.A. of New York, New York, for ninety (90) day loans made to substantial and responsible commercial borrowers or (2) the maximum rate allowed by law. In addition Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including but not limited to reasonable attorney fees.

[N] In the event Shipper fails to pay any such charges when due, 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 and Shipper meets the requirements of the following paragraph. In addition, in the event Shipper fails to pay any such charges when due, Carrier shall have the right to setoff such amounts owed and future amounts owed against those amounts Carrier owes Shipper.

[N] In the event Carrier determines in a manner not unreasonably discriminatory that the financial condition of Shipper or Shipper's guarantor (if any) is or has become impaired or unsatisfactory or Carrier determines in a manner not unreasonably discriminatory it is necessary to obtain security from Shipper, Carrier, upon notice to Shipper, may require any of the following prior to Carrier's delivery of Shipper's Crude Petroleum in Carrier's possession or prior to Carrier's acceptance of Shipper's Crude Petroleum: (1) prepayment of all charges, (2) a letter of credit at Shipper's expense in favor of Carrier in an amount sufficient to ensure payment of all such charges and, in a form, and from an institution acceptable to Carrier, or (3) a guaranty in an amount sufficient to ensure payment of all such charges and in a form and from a third party acceptable to Carrier. In the event, Shipper fails to comply with any such requirement on or before the date supplied in Carrier's notice to Shipper, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to this tariff until such requirement is fully met.

[N] Carrier shall have a lien on all Crude Petroleum delivered to Carrier to secure the payment of any and all gathering, transportation, or any other charges that are owed Carrier. Such lien shall survive delivery of Crude Petroleum to Shipper. Such lien shall extend to all Crude Petroleum in Carrier's possession beginning with Shipper's first receipt of transportation or other services from Carrier. The lien provided herein shall be in addition to any lien or security interest provided by statute or applicable law. Carrier may withhold delivery to Shipper of any of Shipper's Crude Petroleum in its possession and exercise any other rights and remedies granted under this tariff or existing under applicable law until all such charges have been paid as provided above.

[N] If Shipper fails to pay an invoice by the due date, in addition to any other remedies under this tariff or under applicable law, Carrier shall have the right, either directly or through an agent, to sell at a private sale any and all Crude Petroleum of such Shipper in its custody at fair market value at the time of sale. The proceeds of any sale shall be applied to the following order: (A) To the reasonable expenses of holding, preparing for sale, selling, and to the extent allowed by law, reasonable attorney's fees and legal expenses incurred by Carrier; and (B) To the satisfaction of the Shipper's indebtedness including interest herein provided from the date of payment is due. The balance of the proceeds of the sale remaining, if any, shall be paid to Shipper or, if there is a dispute or claim as to entitlement, held for whoever may be lawfully entitled thereto.

ITEM NO. 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.

ITEM NO. 10. MEASURING AND TESTING: Where Crude Petroleum tendered to Carrier for transportation is measured and tested by a representative of Carrier to determine the BS&W content of the shipments prior to its receipt from Shipper, the Shipper shall have the privilege of being present or represented at the measuring and testing. All shipments of required specifications will be received and delivered with volume 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 shipment and the full amount of basic sediment, water and other impurities, thus determined, shall be deducted from the corrected volume. Where measurement and testing of shipments to determine BS&W content is not performed, the Carrier shall determine the BS&W content of shipments based on the best available data.

ITEM NO. 11. EVIDENCE OF RECEIPTS AND DELIVERIES: Carrier shall account to each Shipper for Crude Petroleum received. 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. Where meter tickets are not available or in Carrier's opinion are unreliable, Carrier shall use the best available data to determine the quantity of Crude Petroleum received and delivered.

ITEM NO. 12. DEDUCTIONS AND QUANTITIES DELIVERABLE:

- A. All shipments of Crude Petroleum of 50 degrees API gravity or above shall be subject to a deduction to cover the shrinkage resulting from the mixture thereof, in the facilities of Carrier, with Crude Petroleum of API gravity of 49.9 degrees or less according to the following table:

<u>A.P.I. Gravity</u>	<u>% Deduction</u>
50 ^o through 59.9 ^o	1%
60 ^o through 74.9 ^o	2%
75 ^o through 84.9 ^o	3%
85 ^o through 94.9 ^o	4%
95 ^o through 104.9 ^o	5%
105 ^o through 120.9 ^o	6%

- B. The quantity of Crude Petroleum deliverable at Grand Isle Station shall be the net corrected volume (as set out in Item 10) less shrinkage, evaporation or any other losses in transit or due to leaks or pipeline breaks. All such shrinkage, evaporation and gains or losses shall be assigned by Carrier to Shippers on a just and reasonable basis.

ITEM NO. 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.

ITEM NO. 14. LINE FILL AND TANK BOTTOM INVENTORY: Either prior to or after the acceptance of Crude Petroleum for transportation, Carrier may, upon reasonable notice, require each Shipper to provide a pro rata part of the volume of Crude Petroleum necessary for pipeline fill, and reasonable additional minimum quantities required for efficient operation. Crude Petroleum provided by a Shipper for this purpose may be withdrawn [W] after reasonable written notice of Shipper's intention to discontinue shipment in the system pursuant to Carrier's applicable tariff or tariffs. [N] Carrier may require advance payment of final transportation charges and settlement of any unpaid accounts receivable, before final delivery will be made.

[N] In the event a Shipper's inventory balance drops below its pro rata part of the volume of Crude Petroleum necessary for pipeline fill, unavailable stocks below tank connections, and reasonable additional minimum quantities required for the efficient operation of the system, then Carrier will require such Shipper to provide the necessary volume to meet its pro rata part of such volume of Crude Petroleum.

[N] In the event that Shipper maintains an inventory balance after Shipper ceases movements on the system or Shipper gives written notice of its intent to cease movements over the system and such Shipper is unable to schedule appropriate shipments to clear the inactive inventory balance, Shipper will be required to settle the inactive inventory balance through Carrier. In the event no such Shipper notice is given, then Carrier may require either an adjustment in Shipper's inventory balance in accordance with the preceding Line Fill and Tank Bottom Inventory provision or settlement of the Shipper's inventory balance at any time after Shipper has ceased making movements over the system for a period of six months. Such settlement will be based upon the fair market value of the Crude Petroleum, as published by Platts, at the time Shipper informs Carrier in writing of its intention to discontinue shipments on the system pursuant to Carrier's applicable tariff or tariffs or if no such written notice is given, then at such time as Carrier calls for the settlement of the Shipper's inventory balance.

ITEM NO. 15. TENDERS:

- A. Applications for transportation of Crude Petroleum shall be submitted in writing on Carrier's prescribed tender of shipment form.
- B. Any Shipper desiring to tender Crude Petroleum for transportation shall make such tender to Carrier in writing on or before the fifteenth day of the month preceding the month during which the transportation under the tender is to begin; except that, if space is available for current movement, a Shipper may tender Crude Petroleum for transportation after the fifteenth day of the month preceding the month during which the transportation under the tender is to begin.

ITEM NO. 16. PUMPING FACILITIES AND OPERATING PROCEDURES:

- A. Shippers shall provide, operate, and maintain such pumping equipment as is necessary to inject the Crude Petroleum tendered by them for shipment or will cause same to be done. Pumping equipment shall be controlled and operated so that the hourly rate at which Crude Petroleum is injected during each month shall not exceed 120% of the average hourly volume tendered and accepted for shipment during the current calendar month. If piston pumps are used, surge absorbers shall be installed, upon reasonable request of Carrier, to minimize pulsation. Carrier reserves the right, upon written notification to all Shippers to further limit the variation of Shipper's injection rates, if in Carrier's judgment proration is imminent. Just and reasonable exceptions to variations of injection rates for Shippers with newly discovered, expanded production, and unusual production difficulties will be allowed by Carrier.
- B. Physical and legal transfer of custody of Crude Petroleum to Carrier shall be at points where producer's or other delivering parties' lines are connected to Carrier's existing facilities.

- C. The Carrier shall have the right to require uniform measurement and sampling equipment/procedures at all installations so that custody transfer measurements are made on a uniform basis. Carrier reserves the right to require Shippers to install in accordance with applicable API and ASTM standards metering and meter proving equipment capable of continuous custody measurement, and devices for continuous proportional-to-flow sampling of the Crude Petroleum.
- D. Where meter readings are available Carrier will prepare, as near as practicable to 7:00 a.m. on the first day of each month, a monthly pipeline run ticket for each Shipper showing opening and closing meter readings and BS&W percentage on the basis of which Crude Petroleum and BS&W volumes will be determined. If for any reason Carrier's representative fails to reach any receipt point on the first day of the month, Shipper's own representative, with prior authorization from Carrier, will obtain and make a record for Carrier's representative of the closing meter reading and will withdraw the sample material from the sampling equipment. The sample material thus withdrawn will be sealed in a special container and retained by Shipper's representative for Carrier's representative who will, during his next trip to that receipt point, determine the BS&W percentage of the sample material in the special container and prepare the monthly pipeline run ticket. Where no meter readings are available crude petroleum including BS&W will be determined by Carrier from the best available data.

ITEM NO. 17. APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS: For shipments accepted for transportation from any point not named which is intermediate to a point from which rates are published, through such unnamed point, the rate published herein from the next more distant point specified will apply from each unnamed point. For shipments accepted for transportation to any point not named which is intermediate to a point to which rates are published, through such unnamed point, the rate published to the next more distant point specified will apply.

ITEM NO. 18. EXCESS BS&W: If during any monthly accounting period, one or more individual meter tickets covering Crude Petroleum delivered to Carrier by Shippers reflects a BS&W content which exceeds 1%, Carrier shall assess, and Shipper shall pay to Carrier a treating charge of [U] \$0.22 per barrel of such excess BS&W to cover the treating, separation and disposal of the such excess BS&W delivered to Carrier. Where no meter tickets are available or meter tickets are in Carrier's opinion unreliable, BS&W in the system in excess of that reported on acceptable meter tickets will be allocated in a fair and equitable manner by Carrier. Shippers of such excess BS&W shall also pay the applicable transportation rate set out in this tariff.

FROM	TO	Rate in Cents per Barrel of 42 U.S. Gallons
Grand Isle Gas Plant	Grand Isle Station	[U] 22.0

EXPLANATION OF REFERENCE MARK

- [U] Unchanged rate
- [C] Cancel
- [W] Change in Wording Only
- [N] New