

LOCAP LLC

PROPORTIONAL TARIFF

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

P E T R O L E U M

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

FROM POINT NAMED IN:

TO POINT NAMED IN:

LOUISIANA

LOUISIANA

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

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Issued by
M. M. Kuhn, President
LOCAP LLC
137 Northpark Blvd.
Covington, LA 70433

Compiled by
A.M. Antoine, Agent &
Attorney in Fact
LOCAP LLC
137 Northpark Boulevard
Covington, LA 70433
(985) 276-6231

RULES AND REGULATIONS

This Carrier will receive petroleum for trunk line interstate transportation through its own facilities 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 LOCAP LLC</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>“Pipeline Segment” as herein used refers to that section of pipeline from the Clovelly LOCAP meter to the St. James LOCAP incoming meters.</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. Vapor pressure must not exceed that permitted by Carrier’s facilities and operating conditions.</p> <p>“Shipper” means the party who contracts with the Carrier for transportation of petroleum defined herein and under the terms and conditions acceptable to the Carrier and this tariff.</p> <p>“System” as herein used refers to the summation of the Pipeline Segment and the Terminal Segment as defined in this section.</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> <p>“Terminal Segment” as herein used refers to all movements through LOCAP tankage originating from the St James LOCAP incoming meters, Texaco Marathon Receipts (TMR) meter, or other meters and subsequent routing to shipper delivery point.</p> <p>“Viscosity” A measure of a liquid’s resistance to flow as determined by ASTM D-445 and expressed in Centistokes (cSt).</p> <p>“Viscosity Surcharge” A fee, expressed in cents per barrel (U.S. currency), for handling Crude Petroleum with Viscosity in excess of the limit specified herein.</p> |
| 10 | Commodity | <p>The Carrier will transport petroleum as defined in Item 5, exclusively, and will not accept any other commodity for transportation.</p> |
| 15 | Specification As To Quality Received | <p>Good merchantable petroleum of the gravity of twenty degrees (20°) API (American Petroleum Institute) or higher which is properly settled and contains not more than two per cent (2%) of basic sediment, water, and other impurities, and has a temperature not in excess of one hundred twenty degrees (120°) Fahrenheit will be accepted for transportation. 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.</p> |
| 20 | Shipments, Maintenance of Identity | <p>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. Each shipper will be required to furnish his pro rata share of system operating inventory in proportion to his shipment, at any given time.</p> |
| 25 | Minimum Tender | <p>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. The Carrier will not be obligated to forward petroleum so tendered until it has received from one or more shippers a quantity aggregating not less than seventy-five thousand (75,000) barrels of the same quality or of different qualities to be commingled – provided that the shippers agree to said commingling.</p> |

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| 30 | Title | <p>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 from 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.</p> |
| 35 | Gauging, Testing, and Volume Corrections | <p>Petroleum shipped hereunder must be measured and tested by automatic equipment approved by the Carrier. Quantities will be determined by Carrier-approved automatic equipment and adjusted to the temperature of sixty degrees (60°) Fahrenheit. A further correction will be made for pressure in accordance with A.P.I. (American Petroleum Institute) Standard 1101-Measurement of Petroleum Liquid Hydrocarbons by Positive Displacement Meter. 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. Carrier shall account to each shipper for one hundred percent (100%) of crude petroleum received. Adjustments for overages and shortages, including losses due to shrinkage and evaporation incident to pipeline transportation, will then be made separately for the Pipeline Segment and the Terminal Segment based on the proportion of shipper's deliveries from that segment relevant to all deliveries from that segment. Adjustments will be made on a monthly basis.</p> |
| 40 | Arrangements Required for Further Transportation | <p>The Carrier will accept petroleum for transportation only when the shipper or consignee has made the necessary arrangements for further shipment beyond.</p> |
| 45 | Facilities Required For Automatic Custody Transfer | <p>The required automatic measuring and sampling facilities at point of origin will be furnished by others, and the design, construction, and calibration of such facilities must be approved by the Carrier. Petroleum will be delivered to the meters at a pressure in excess of the bubble point of the liquid. Automatic measuring and sampling facilities for delivery to others at destination will be furnished by the Carrier.</p> |
| 50 | Application of Rates and Charges | <p>Only petroleum destined for further movement in interstate commerce will be accepted for movement under this tariff. 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. Trunk line transportation and all other lawful charges will be collected on the basis of the net quantities of petroleum delivered. All net quantities will be determined in the manner provided in Item 35.</p> |
| 55 | Notice of Arrival, Delivery at Destination | <p>The obligation of the Carrier is to deliver at destination the quantity of petroleum to be transported, less deductions, and such delivery may be made upon twenty-four (24) hours' notice to the shipper or consignee who shall accept and receive said petroleum from the Carrier with all possible dispatch into the tanks or receptacles to be provided by the shipper or consignee.</p> <p>If the shipper, or consignee, is unable or refuses to receive said petroleum as it arrives at destination, the Carrier reserves the right to make whatever arrangements for disposition of the petroleum it deems appropriate in order to clear its pipeline. Any additional expenses incurred by the Carrier in making such arrangements shall be borne by the shipper or consignee.</p> |
| 60 | 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 of transportation shall be considered beyond the amount which the party requesting the shipment will have available during the current month.</p> |

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| 65 | 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. 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 charges shall have been paid. If such charges remain unpaid five (5) 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 Covington, 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 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 overnight courier 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 balance shall be held for whosoever may be lawfully entitled thereto.</p> |
| 70 | Liability of Carrier | <p>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 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.</p> |
| 75 | Claims, Suits, and Time for Filing | <p>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.</p> |
| 80 | Duty of Carrier | <p>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.</p> |
| 85 | Use of Communication Facilities | <p>Without additional charge, shippers or consignees may use the private communication facilities of Carrier for the transmission of messages incident to a shipment, but Carrier shall not be obligated to deliver messages nor shall it be liable for failure to deliver messages, for errors or delay in transmission, or for interruption of the service.</p> |

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| 90 | In-System Transfer | <p>Carrier may recognize changes of ownership of Petroleum provided transfer requests are made by both the transferor and transferee in writing to Carrier and the requests include: a) the name and billing address of the transferor and transferee, b) the volume, c) the Petroleum type, d) the date of the requested transfer, e) the FTZ Status, and f) the party responsible for payment of the transfer fee.</p> <p>Following transfer, Carrier shall send a statement to both parties denoting ownership transfer. Any transferee in an in-system transfer becomes a Shipper and is subject to any and all applicable provisions or requirements contained in Carrier's Tariffs and Rules and Regulations including Supplements thereto.</p> <p>All deliveries shall be made to and for the account of the last party receiving the transfer. The transferee shall be responsible for payment of all rates, charges and fees on the Petroleum which accrue after the time of transfer.</p> <p>The transferor warrants unencumbered title to the Crude Petroleum being transferred and, both transferor and transferee each agree to indemnify and hold Carrier harmless from any and all loss or liability including attorney's fees and court cost arising out of the in-system transfer. Carrier shall incur no liability with respect to any recognized or unrecognized in-system transfer or for any loss or damage of any kind accruing to any party involved in an in-system transfer.</p> <p>In-system transfers will be charged [I] 1.11¢ per barrel, with a minimum charge of [U] \$150.00 per transaction.</p> |
| 100 | Volume Incentive Rates | <p>The Carrier will provide a discounted rate for specified routes to any Shipper as published, dependent on the total volume barrels moved by that Shipper for that route for the calendar month subject to tariff invoicing. The incentive rate will apply to all barrels moved by that Shipper on that route in that calendar month. Such rates will be filed in the tariff.</p> |

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

| ORIGIN | DESTINATION | BASE RATE | MONTHLY VOLUME INCENTIVE RATES ⁽¹⁾ | |
|--|---|-------------|---|--------------------|
| | | | 1.0 – 3.0 million bbls | > 3.0 million bbls |
| Clovelly Lafourche Parish, Louisiana | St. James St. James Parish, Louisiana | [I] 20.92¢ | 1.0 – 3.0 million bbls | [I] 19.61¢ |
| | | | > 3.0 million bbls | [I] 18.31¢ |
| Raceland, Lafourche Parish, Louisiana | St. James St. James Parish, Louisiana | [I] 20.92¢ | 1.0 – 3.0 million bbls | [I] 19.61¢ |
| | | | > 3.0 million bbls | [I] 18.31¢ |
| Ship Shoal Pipeline Company LLC St. James Parish, Louisiana | St. James St. James Parish, Louisiana | [I] 12.46¢* | --- | |
| Capline Pipeline St. James Parish, Louisiana | St. James St. James Parish, Louisiana | [U] 8.00¢ * | --- | |
| Sugarland Terminal St. James Parish, Louisiana | St. James St. James Parish, Louisiana | [U] 8.00¢ * | --- | |
| Zydeco Pipeline Company LLC St. James, Louisiana | St. James St. James Parish, Louisiana | [I] 12.46¢* | --- | |
| NuStar Energy, LP St. James Parish, Louisiana | St. James St. James Parish, Louisiana | [U] 8.00¢* | --- | |
| Plains Marketing, LP St. James Parish, Louisiana | St. James St. James Parish, Louisiana | [U] 8.00¢* | --- | |

TRANSSHIPMENT CHARGE FOR TANKAGE USE AT ST. JAMES, ST. JAMES PARISH, LOUISIANA

A charge of [I] six and thirty-five hundredths cents (6.35¢ Bbl.) will be made for use of LOCAP in-transit storage at St. James.

⁽¹⁾Volume incentive rates will apply for any Shipper who delivers 1,000,000 barrels or greater per month specifically for the movements indicated. Any Shipper who delivers 1.0 – 3.0 million barrels per month will be charged [I] 19.61 cents per barrel. Any Shipper who delivers greater than 3.0 million barrels per month will be charged [I] 18.31 cents per barrel.

VISCOSITY SURCHARGE

In addition to all other charges hereunder, all crude petroleum originating at Clovelly having a viscosity of 21 Centistokes (CST) or greater at 100° Fahrenheit shall be assessed the following surcharge as applicable:

| Viscosity (cSt) at 100° F | Surcharge (Cents Per Barrel) |
|---------------------------|------------------------------|
| 21-54 | [I] 2.13¢ |
| > 54 - and higher | [I] 2.87¢ |

Explanation of Reference Marks:

*The rate is inclusive of in-transit storage charges. [N] New [C] Cancel [U] Unchanged Rate [I] Increased Rate