

American Panther, LLC

TRANSPORTATION RATE SCHEDULE

Applying on the Transportation of

CRUDE PETROLEUM

Subject to Rules and Regulations shown herein.

TABLE OF RATES

FROM	TO	RATE IN CENTS PER BARREL OF 42 UNITED STATES GALLONS
Vermilion 214A, Offshore Louisiana	South Marsh Island 58 Subsea Tie-in Offshore Louisiana	139.00
Vermilion Block 245 "E" Structure, Offshore Louisiana	Shell's Central Gulf Gathering System Vermilion Block 247, Offshore Louisiana	359.75

Explanation of Reference

Marks:

Effective: May 1, 2016

Issued by:

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EXPLANATION OF TERMS AND ABBREVIATIONS

<u>Terms and Abbreviations</u>	<u>Explanation</u>
API	American Petroleum Institute
ASTM.....	American Society for Testing Materials
Barrel (Bbl).....	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.
Carrier.....	American Panther, LLC
Common Stream	Crude Petroleum moved through the pipeline and pipeline facilities which is commingled or intermixed with other Crude Petroleum.
Consignee	Party, including a connecting pipeline system, to whom Shipper has ordered Delivery of Crude Petroleum
Condensate	Liquid products of oil wells and gas wells resulting from condensation of petroleum hydrocarbons existing initially in gaseous phase in an underground reservoir that are recovered at the surface without resorting to processing.
Crude Petroleum	Direct liquid products of oil wells, condensate or a mixture thereof.
°.....	Degrees
Delivery.....	Transfer from Carrier at destination to Shipper or Consignee
Gross Standard Volume.....	Volume corrected to a temperature of sixty degrees (60°) Fahrenheit, in accordance with the latest API/ASTM measurement standards, and at equilibrium vapor pressure.
Indirect Liquid Products of Oil or Gas Wells	Liquid products resulting from the operation of gasoline recovery plants, gas recycling plants, or distillate recovery equipment in gas or oil fields, or a mixture of such products including Natural Gasoline or Natural Gas Liquids.
Net Standard Volume.....	Gross Standard Volume less deductions of impurities shown by tests made by Carrier prior to receipt and upon delivery.
Receipt.....	Transfer from Shipper at origin to Carrier for transportation
Shipper	Party who contracts with Carrier for the transportation of Crude Petroleum under the terms of this tariff
Tender	Written designation by a Shipper to Carrier of an approximate quantity of Crude Petroleum for transportation from a specified origin point(s) to a specified destination point(s) over a period of one calendar month in accordance with these rules and regulations.

RULES, REGULATIONS AND CONDITIONS

Rule 1 Specifications and Restrictions

Carrier will receive Crude Petroleum through its present facilities at only the origin point(s) named in individual tariffs making reference to this Rules and Regulations Tariff. Crude Petroleum will be accepted for transportation at such time as Crude Petroleum of the same quality and general characteristics is being transported from origin point(s) to destination point(s). Crude Petroleum tendered for transportation which is not of the same quality and general characteristics of that which is being transported by Carrier will be transported under the terms agreed upon in conformance with the filed tariffs.

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

- (a) Crude Petroleum which is not good merchantable oil, which does not meet quality standards established pursuant to Rule No. 4 or which will otherwise materially affect or damage the quality of other shipments or cause disadvantage to other Shippers and/or Carrier.
- (b) Crude Petroleum whose gravity, viscosity or other characteristics are such that it is not readily susceptible to transportation on Carrier's existing facilities.
- (c) Crude Petroleum containing basic sediment, water or other impurities totaling in excess of one (1) percent as determined by centrifugal test, or by such other tests as may be agreed upon by the Shipper and Carrier.
- (d) Crude Petroleum where the Shipper or Consignee has failed to comply with all applicable laws, rules and regulations.

Crude Petroleum with a gravity of 34.9° API or less shall not exceed 8.0 pounds per square inch absolute (psia) Reid Vapor Pressure. Crude Petroleum with a gravity of 35.0° API or greater shall not exceed 10.0 psia Reid Vapor Pressure. Crude Petroleum shall not exceed 11 psia True Vapor Pressure at the receiving temperature independent of gravity.

Rule 3 Clear Title Required

Carrier shall have the right to reject any Crude 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 of dispute, or which may be encumbered by lien or charge of any kind. If Carrier has a reasonable basis to believe that such a situation exists, it will require of the Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity to protect Carrier against any and all loss resulting from transporting Petroleum Products involved in litigation.

Rule 4 Establishment of Quality

In addition to the general requirements for transportation set forth in Rule No. 1 above, Carrier will from time to time determine the quality of Crude Petroleum it will regularly gather from certain areas and the quality and general characteristics of Crude Petroleum it will regularly transport as a common stream between particular origin points and destination points on its trunk pipelines. Carrier will inform all interested persons of such Crude Petroleum quality and general characteristics upon request by them. Changes in petroleum quality standards will be made by new tariff filings.

Crude Petroleum quality and general characteristics include, but are not limited to, whole crude properties such as A.P.I. gravity, sulfur, S. & W., Reid Vapor Pressure, pour point, viscosity, hydrogen sulfide, metals, nitrogen, chlorinated and/or oxygenated hydrocarbons, salt content, and product yields.

Rule 5 Nominations

All Shippers and Consignees desiring to ship or receive Crude Petroleum through the pipelines of Carrier shall provide Carrier, in writing via email at nominations@panthercompanies.com, the following information needed by Carrier to schedule and dispatch each shipment of Crude Petroleum: the kind, quantity, receipt point, sequence of delivery, delivery point and Shipper of each proposed Crude shipment. Nominations must be received by the Final Nomination Deadline. The Final Nomination Deadline is 3:00 p.m. on the twenty-fifth (25th) day (excluding Carrier holidays) of the month preceding the month in which Shipper desires to ship. Carrier will inform Shippers of Carrier holidays at the time they become Shippers and thereafter on January 15 of each year in the event the holidays are changed.

Nominations or changes in nominations received after the Final Nomination Deadline will not be accepted from the Final Nomination Deadline date to the first day of the following month. After the first of the month, changes will be accepted only in writing and only if space is available and the additional or changed nominations do not impair the movement of Crude nominated prior to the Final Nomination Deadline.

All Nominations must contain a final destination point to be accepted.

In the event the total nominations submitted for shipment in a pipeline segment exceed the capacity of that segment, the capacity will be prorated equitably among all shipments according to the proration procedure set forth in Rule No. 25.

Rule 6 Scheduling

For each calendar month Carrier will establish a sequence for pumping Crude Petroleum through its trunk lines and will schedule the approximate time when Crude Petroleum offered for shipment will be received by Carrier at origin points and delivered by Carrier at destination points.

Carrier will inform each Shipper of the time within each calendar month when Crude Petroleum will be received from such Shipper at origin points and Carrier will inform each Shipper or his Consignee of the approximate time within each calendar month when Crude Petroleum will be delivered to such Shipper or Consignee at destination points.

A change in destination point may be made without charge if requested by the Shipper prior to arrival at original destination subject to the rates, rules, and regulations applicable from point of origin to point of final destination, provided then current pipeline operations of Carrier will permit such a change of destination. Such a request must be in writing.

Rule 7 Transfers Within System

Intrasystem transfers will not be recognized by Carrier for Crude Petroleum in Carrier's custody.

Rule 8 Duty of Carrier

Carrier will receive and/or 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 point(s), Carrier 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 Carrier 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.

Rule 9 Origination Facilities Required

Carrier will receive Crude Petroleum from Shippers at stations on its gathering lines; at leases or plants to which its gathering lines connect; and at origin points on its trunk lines. Crude Petroleum will be received only from pipelines, tanks or other facilities which are provided by Shipper. Carrier will determine and advise Shippers of the size and capacity of pipelines, tanks and/or metering facilities to be provided by Shipper at the point of receipt to meet the operating conditions of Carrier's facilities at such point. Carrier will not accept Crude Petroleum for transportation unless such facilities have been provided to meet industry standards.

Rule 10 Destination Facilities Required

Carrier may refuse to accept Crude Petroleum for transportation unless satisfactory written evidence is furnished that the Shipper or Consignee has provided the necessary facilities for the prompt receiving of said Crude Petroleum at its destination.

Carrier does not furnish storage facilities at any destinations. Carrier's storage is only that necessary for the operation of the pipeline system.

Rule 11 Minimum Tender

Crude Petroleum (as defined in Explanation of Terms and Abbreviation of this tariff) will be accepted for transportation under this tariff in shipments of not less than one thousand (1,000) Barrels from one Shipper to one Consignee and destination point(s) under the following conditions:

- (a) The minimum Nomination of one thousand (1,000) Barrels of Crude Petroleum may be a mixture of the direct liquid products of oil wells and the indirect liquid products of oil or gas wells including Natural Gasoline and Liquefied Petroleum Gases.
- (b) The "direct liquid products of oil wells" portion of the minimum of one thousand (1,000) barrels Nomination and shipment may have one or more origin points.
- (c) Both the "direct liquid products of oil wells" portion and the "indirect liquid products of oil or gas wells including Natural Gasoline and Liquefied Petroleum Gases" portion of the mixture-shipment may be in varying quantities providing the total of the shipment is not less than the minimum of one thousand (1,000) Barrels and meets the conditions in Rule No. 2 of this tariff.
- (d) Any shipper desiring to Nominate Crude Petroleum for transportation hereunder, shall make such Nomination to Carrier in writing on or before the 25th of the month preceding the month during which transportation under Nomination is to begin. Unless such notification is made, Carrier shall be under no obligation to accept Crude Petroleum for transportation.

Rule 13 Measurement and Adjustments

All shipments tendered to Carrier for transportation shall be tested, gauged or metered by a representative of Carrier prior to, or at the time of Receipt from the Shipper and 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.

- (a) Quantities for receiving and delivering will be Net Standard Volume. Quantities may be computed from tank tables compiled or accepted by Carrier.
- (b) The volume of impurities in Crude Petroleum received and delivered by Carrier will be measured by centrifugal test, or by such other tests as may be agreed upon by the Shipper and Carrier. The volume of impurities will be deducted from the volume of such receipts and deliveries.
- (c) In addition to deductions for losses as provided for in the Liability of Parties section of this tariff, Crude Petroleum quantities received for transportation may be adjusted to allow for inherent losses including but not limited to shrinkage, evaporation, interface losses and normal "over and short"

losses. Carrier's loss adjustment will be made monthly on the basis of total quantities transported and shall be based on the prior three calendar years' actual historical loss experience, adjusted to actuals at the end of the year.

- (d) In addition, whenever the product of oil or gas wells with a gravity that equals or exceeds fifty-five degrees (55°) A.P.I. is permitted to be commingled with other Crude Petroleum in transit, Carrier shall deduct at the point of origin a percentage of the volume of such Crude Petroleum in accordance with the following table:

Degrees A.P.I. Gravity	Percentage Deduction
Less than 55	None
55 to 74.9	2
75 to 99.9	4
100 and above	5

The net balance after all deductions will be the quantity Carrier is obligated to deliver to the Consignee.

Rule 14 Mixed Shipments

Mixed shipments of Crude Petroleum and the Indirect Liquid Products of Oil or Gas Wells including Natural Gasoline and Natural Gas Liquids will be accepted for transportation under the following conditions:

- (a) The Shipper shall provide tanks or storage equipment that will hold the Indirect Liquid Products of Oil or Gas Wells in liquid state until such Indirect Liquid Products of Oil or Gas Wells can be mixed in course of transportation with Crude Petroleum consigned by the same Shipper to the same destination in such proportions and manner as Carrier shall prescribe.
- (b) The Indirect Liquid Products of Oil or Gas Wells shall be tested by Carrier before mixing with Crude Petroleum and the quantities shall be shown separately on the tender of shipment.
- (c) The quantities of Indirect Liquid Products of Oil or Gas Wells delivered to Carrier shall be determined by tank gauge or meters. Such quantities shall be received on the basis of volume corrections for temperature from observed degrees Fahrenheit to sixty degrees (60°) Fahrenheit and at equilibrium vapor pressure.
- (d) The Reid Vapor Pressure of any mixture of Indirect Liquid Products of Oil or Gas Wells shall not exceed twenty-five (25) pounds per square inch.
- (e) The resulting mixture with a gravity of 34.9° API or less shall not exceed 8.0 psia Reid Vapor Pressure. A mixture with a gravity of 35.0° API or greater shall not exceed 10.0 psia Reid Vapor Pressure. The True Vapor Pressure of the resulting mixture shall not exceed eleven (11) pounds psia at the receiving temperature independent of gravity.
- (f) Carrier will not accept a mixture containing any of the following: Waste oils, lube oils, crankcase oils, PCB's or Dioxins.
- (g) Any Indirect Liquid Products of Oil or Gas Wells must be blended with Crude Petroleum before entering Carrier's system.

Rule 15 Pipage or Other Contracts Required

Separate pipage and other contracts in accordance with these rules and regulations covering further details may be required by Carrier before any duty for transportation shall arise.

Rule 16 Rates Applicable: Receipt Based Systems

The rate which shall apply to the transportation of Crude Petroleum and mixed shipments shall be the rate in effect on the date Crude Petroleum and mixed shipments is received by Carrier for transportation. Likewise, the rules and regulations which shall govern the transportation of Crude Petroleum and mixed shipments shall be the rules and regulations in effect on the date Crude Petroleum and mixed shipments are received by Carrier for transportation.

The rate which shall apply to the transportation of Crude Petroleum and mixed shipments shall be the rate in effect on the date Crude Petroleum and mixed shipments is delivered by Carrier to Consignee. The rules and regulations which shall govern the transportation of Crude Petroleum and mixed shipments shall be the rules and regulations in effect on the date Crude Petroleum and mixed shipments are received by Carrier for transportation.

Rule 17 Liability for Charges

The Shipper shall be jointly and severally liable for the payment of gathering and transportation charges, fees, and other lawful charges accruing to or due Carrier by Shipper, including but not limited to, penalties, interest and late payment charges on Crude Petroleum delivered by Carrier to Consignee. All accrued charges are due on delivery of Crude Petroleum by Carrier to Consignee.

Rule 18 Liability of Parties

As a condition to Carrier's acceptance of Crude Petroleum under this tariff, each Shipper agrees to defend, indemnify and hold harmless Carrier against claims or actions for injury and/or death of any and all persons whomever and for damage to property of or any other loss sustained by Carrier, Shipper, Consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by Shipper, Consignee, their agents, employees or representatives and 2) the negligent act(s), or failure(s) to act of Shipper, Consignee, their agents, employees or representatives in connection with Delivery or Receipt of Crude Petroleum.

Carrier, while in possession of Crude Petroleum herein described, shall not be liable for any loss thereof; damage hereto; or delay caused by act of God, war, act of public enemy, quarantine, the authority of law, strikes, riots, civil disorder, requisition or necessity of the Government of the United States in time of war, default of Shipper or owner, or from any cause not due to the sole negligence of Carrier.

- (a) 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 Shipper or Consignee, such 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 Carrier for transportation via the lines or other facilities in which the loss occurs.
- (b) Carrier 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.
- (c) Carrier will compensate Shippers for Crude Petroleum losses for which Carrier is liable by paying the value of such Crude Petroleum at the point where transportation originated. The dollar value of such loss shall be determined by the average posted price of all postings of Crude Petroleum of like gravity and quality in the field or fields from which the Crude Petroleum so lost was produced. The average posted price shall be determined by the postings of Crude Petroleum in effect on the date the Crude Petroleum was lost. If there are no posted prices for the Crude Petroleum lost, the dollar value of such loss shall be its market price based upon the average of the two highest and two lowest prices posted for crude oil of similar gravity and quality in effect on the date the Crude Petroleum was lost.

Rule 19 Notice of Claims

Claims for loss or damage must be made in writing with Carrier 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 Carrier, suit must be brought within two (2) years and one (1) day after notice in writing is given by Carrier to the claimant that Carrier has disallowed the claim for 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 Carrier will not be liable.

Rule 20 Volumetric Adjustment

Any volumetric difference between receipts from Shipper and delivery to Shipper or Consignee during a current month as a result of scheduling will be adjusted in the following month without any further liability to Carrier, taking into consideration all prior deductions allowed pursuant to the rules and regulations contained herein.

Rule 21 Application of Rates from/to Intermediate Origin/ Destination Points

For Crude Petroleum accepted for transportation from any origin point on Carrier's lines not named in the individual tariffs, which is intermediate to any published origin and/or destination points for which rates are published, Carrier 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", Carrier will apply the rate which will result in the lowest charge.

Carrier 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.

Rule 22 Charge for Spill Compensation

In addition to the transportation charges and all other charges accruing on Crude Petroleum accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such a commodity, 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 commodities within their jurisdiction for the purpose of creating a fund for the prevention, containment, cleanup and/or removal of spills and/or the reimbursement of persons sustaining loss therefrom.

Rule 23 Use of Communication Facilities

Without additional charge Carrier will transmit messages for Shippers incident to the business hereunder over the private communication facilities of Carrier, but Carrier 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.

Rule 24 Additives

Carrier reserves the right to require, approve or reject the injection of corrosion inhibitors, viscosity depressants, pour point depressants, drag reducing additives, or other such additives in the Crude Petroleum to be transported.

Rule 26 Apportionment When Nominations Are in Excess of Facilities

I. Prorating:

At such times as Carrier determines that it may be necessary to allocate space in a pipeline segment, Carrier will notify all Shippers of the necessity to prorate the segment. Carrier will also notify each Shipper of its allocated space for the month. The allocation will be determined according to the procedure described in Section II of this Rule.

II. Allocation Procedure:

At such times as Carrier determines that it may be necessary to prorate space in a pipeline segment, the transportation furnished by Carrier shall be prorated among "Regular Shippers" and "New Shippers" as follows:

- (1) Not more than five (5) percent of the total available allocated capacity of Carrier's system, or portion thereof, shall be made available to New Shippers. Each New Shipper shall be allocated a portion of the capacity available to all New Shippers, which is the lesser of:
 - a. Five percent (5%) of the total available allocated capacity of Carrier's system, or portion thereof, divided by the number of New Shippers who nominated volumes for shipment on the system, or portion thereof during the month for which the allocation is being calculated; or
 - b. One-fourth of five percent (1.25%) of the available capacity of the system or portion thereof for that month; or
 - c. Individual New Shipper nomination during month of allocation.
- (2) The remaining capacity shall be allocated among Regular Shippers in proportion to their Base Period shipment volumes. The "Base Period" is a period of 12 months beginning 13 months prior to the month of allocation and excluding the month preceding the month of allocation.

A "Regular Shipper" is any Shipper having a record of movements of Crude Petroleum during the Base Period on the line segment being prorated and had record of movements of Crude Petroleum on the line segment being prorated prior to the Base Period. A "New Shipper" is a Shipper who does not qualify as a Regular Shipper under the above definition. No Nominations shall be considered beyond the amount which the party requesting shipment has available for shipment. Carrier reserves the right to require Shipper to show sufficient evidence of available volume.

Rule 27 Mixing in Transit

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

Rule 28 Inventory Requirements

Carrier will require each Shipper to supply a prorata share of Crude Petroleum necessary for pipeline fill and working stock for efficient operation of Carrier's pipeline system prior to Delivery. Based on the total line fill of segment(s) utilized by Shipper, Crude Petroleum provided by a Shipper for this purpose may be withdrawn from the system only after shipments have ceased and if written notice to discontinue shipments in Carrier's system is received on or before the twenty-fifth (25th) day of the month preceding the last calendar month in which the Shipper intends to ship.

Rule 29 Payment of Transportation and Other Charges

Transportation charges will be assessed and collected by Carrier at the rates in effect as provided in Rule No. 17 above on the basis of Gross Standard Volume actually received at the origin point after making adjustments provided in Rule No. 13 (c) and (d) above.

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 Carrier, or pay the same before Delivery. Carrier shall have a lien on all Crude Petroleum in its possession belonging to the Shipper to secure the payment of all unpaid charges due by such Shipper, and may withhold such Crude Petroleum from Delivery until all of such 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 Rule No. 8, or, in the absence of unpaid charges, when there shall be failure to take the Crude Petroleum at the destination point as provided in these rules and regulations, Carrier may, by an agent, sell said Crude Petroleum at public auction for cash on any day not a Sunday or legal holiday, and not less than forty- eight (48) hours after publication of notice, in a daily newspaper, of the time and place of such sale and the quantity of Crude Petroleum to be sold. Carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale Carrier may pay itself all transportation and any other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and of caring for and maintaining the Crude Petroleum, and the net balance shall be held without interest for whomsoever may be lawfully entitled thereto.

Rule 30 Connection Policy

Connections to Carrier's pipeline(s) will only be considered if made by formal written notification to Carrier 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 Carrier's pipeline(s) in accordance with generally accepted industry standards. Acceptance of any request for connection will be subject to compliance with governmental regulations.

Rule 31 Credit-worthiness of Shippers

All prospective Shippers must submit sufficient financial information to establish credit-worthiness. If a potential Shipper is not credit-worthy 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.