

GENESIS PIPELINE USA, L.P.
(GPUSA)

LOCAL AND VOLUME INCENTIVE TARIFF

APPLYING ON

CRUDE PETROLEUM

**FROM BROOKHAVEN FIELD
IN MISSISSIPPI**

**TO MALLALIEU
IN MISSISSIPPI**

The rates named in this tariff are for the gathering and transportation of crude petroleum by pipeline, subject to the rules and regulations published in Genesis Pipeline USA, L.P. tariff F.E.R.C. No. 20.0.0, supplements thereto and successive reissues thereof.

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

[C] ~~This is an electronic baseline tariff filed in compliance with the requirements of the Commission's Final Rule on Electronic Tariff Filings Order No 714, 124 FERC ¶ 61,270 (2008).~~

ISSUED: November 23, 2015

EFFECTIVE: December 24, 2015

Issued By
Karen N. Pape, Senior Vice President and Controller
Genesis Pipeline USA, L.P.
919 Milam, Suite 2100
Houston, Texas 77002
713-860-2626

[C] TABLE 1 OF RATES

From	To	Rate in Cents per Bbl of U.S. Gallons
Brookhaven Field, — Lincoln County, Mississippi	Mallalieu, — Lincoln County, — Mississippi	[U] 142.58

[C] TABLE 2 OF RATES

**For Volumes Committed as of January 31, 2005 to the Ten Year Volume Incentive Program
(See below)**

FROM	TO	TOTAL PIPELINE MONTHLY THROUGHPUT	RATE IN CENTS PER BARREL OF 42 U.S. GALLONS
Brookhaven Filed Lincoln County, Mississippi	Mallalieu Lincoln County, Mississippi	2,000 BPD or less 2,001 and over BPD	[U] 51.92 [U] 8.02

VOLUME INCENTIVE PROGRAM

[N] If Total Pipeline Monthly Throughput during any calendar month received from the Brookhaven Field for delivery to Mallalieu exceeds an average rate of 2,000 BPD, the transportation rate for each barrel above 2,000 BPD shall be \$.0802/barrel, and the transportation rate for the first 2,000 BPD shall be \$.5192/barrel.

- a) ~~[C] Rates set forth in Table 2 above apply to receipts of crude oil from the Brookhaven Field, for delivery to Mallalieu. Rates in Table 2 are available to any Shipper who has entered into a written commitment with Carrier prior to January 31, 2005.~~
- b) ~~The term of the commitment shall be one hundred twenty months (120) months ("Commitment Term"), but not longer than the effectiveness of this Volume Incentive Program or any successive, issues, reissues and amendments thereto. The effective date of the commitment will be no sooner than the first day for the first calendar month following receipt by Carrier of an executed written commitment from the Shipper.~~
- e) ~~A "Contract Year" under this Volume Incentive Program shall be defined as the continuous twelve (12) month period starting with the first month of the commitment term. There are ten (10) contract years in the Commitment Term. A "Contract Month" under this Volume Incentive Program shall be defined as a calendar month. There are twelve (12) Contract Months in a Contract Year.~~
- d) ~~The Shipper agrees to ship from the Brookhaven Field to Mallalieu a minimum volume of 2,000 BPD in a Contract Month ("Monthly Volume") resulting in a total of 7,300,000 Barrels ("Total Commitment Volume") during the Commitment Term.~~
- e) ~~Shipper agrees to pay a deficiency payment if it fails to deliver the Monthly Volume in a Contract Month as specified in this Volume Incentive Program. Deficiency payments will be calculated by subtracting the actual volume received through the Brookhaven Field in the Contract Month from the Monthly Volume and multiplying the difference by the Volume Incentive Rate in Table 2 for 2,000 BPD or less in effect. Deficiency payments will not be creditable against future Contract Month volumes in excess of the Monthly Volume.~~
- f) ~~For any volume received during any given month received that exceeds an average rate of 2,000 BPD, the transportation rate for each barrel above 2,000 BPD shall be \$.0802/barrel.~~

EXCEPTION TO ITEMS NO. 65 AND NO. 90 OF F.E.R.C. NO. 20.0.0: Said items shall not apply to volumes received at the receipt point under this volume incentive tariff.

EXPLANATION OF REFERENCE MARKS

- [C] Cancel
[N] New
[U] Unchanged rate