



**ROSEFIELD**

**ROSEFIELD FOURCHON OPERATING, LLC**

**TARIFF**

**GOVERNING THE TERMINALLING SERVICES OF**

**CRUDE PETROLEUM**

**FOURCHON TERMINAL**

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**GENERAL APPLICATION**

Rosefield will provide Terminalling Services of Crude Petroleum, as defined only herein, to Shippers for the receipt from Connecting Carriers, common stock storage, and transfer to Connecting Carriers, subject to the rates, rules and regulations contained in this tariff publication.

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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:**

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## RULES AND REGULATIONS

### 5. Definitions

"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 Crude Petroleum is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the Crude Petroleum is above atmospheric pressure.

"Consignor" as herein used means the party from whom a Shipper has ordered the receipt of Crude Petroleum.

"Consignee" as herein used means the party to whom a Shipper has ordered the transfer of Crude Petroleum.

"Connecting Carrier" as herein used means a pipeline company or production facility with pipeline facilities connecting to the Terminal.

"Nomination", or variations thereof, as herein used means an offer by a Shipper to Rosefield of a stated quantity of Crude Petroleum for Terminalling Services in accordance with these Rules and Regulations.

"Crude 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 Crude Petroleum gases.

"Oil Loss Allowance" as herein used shall have the meaning set forth in Section 70.

"Rosefield" as herein used means the operator of the Terminal, Rosefield Fourchon Operating, LLC.

"Shipper" as herein used means a party who contracts with Rosefield for the Terminalling Services under the terms of these Rules and Regulations.

"Terminal" as herein used means those facilities involved in providing Terminalling Services at Rosefield's Fourchon, Louisiana Crude Petroleum logistics hub.

"Terminalling Services" as herein used means the receipt of Crude Petroleum at the Terminal for the account of a Shipper and the transfer of such Crude Petroleum to Shipper Tankage, common stock storage, and/or Connecting Carrier pipelines as directed by the Shipper.

"Shipper Tankage" as herein used means storage capacity that is subject to a separate agreement between Rosefield and Shipper.

### 10. Nomination Required

Rosefield will provide Terminalling Services only under a Nomination accepted by Rosefield. Any Shipper desiring to Nominate Crude Petroleum for Terminalling Services shall make such Nomination to Rosefield prior to 12 Noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, on the twentieth (20th) day of the month preceding the month during which Terminalling Services under the Nomination is to begin; except that, if space is available for current movement, Rosefield has the right to accept a Nomination of Crude Petroleum for Terminalling Services after the twentieth (20th) day of the

month preceding the month during which Terminalling Services under the Nomination is to begin. When the twentieth (20th) day of the month falls on a weekend or a holiday, Nominations will be required prior to 12 Noon Central Standard Time/Central Daylight-Saving Time, whichever is applicable, on the preceding workday.

## **15. Reserved for Future Use**

## **20. Title**

Rosefield shall have the right to reject any Crude Petroleum which may be involved in litigation, or the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind, and require satisfactory evidence of Shipper's perfect and unencumbered title or satisfactory indemnity bond to protect Rosefield. By Nominating Crude Petroleum, the Shipper warrants and guarantees that the Shipper has unencumbered title thereto and that unencumbered title or right remains in effect throughout the Terminalling Services covered by this tariff. In addition, Shipper agrees to hold Rosefield harmless for any and all loss, cost, liability, damage or expense resulting from failure of title or Shipper's failure to have the right to cause the Crude Petroleum to be stored or transferred; and Shipper agrees that acceptance by Rosefield of the Crude Petroleum for Terminalling Services shall not be deemed a representation by Rosefield as to title.

## **25. Crude Petroleum Quality**

Rosefield reserves the right to reject:

- A. Crude Petroleum having a Reid vapor pressure in excess of 8.6.
- B. Crude Petroleum containing water, sediment and/or other impurities totaling in excess of one percent (1%) as determined by industry accepted tests, or by such other tests as may be agreed upon by the Shipper and Rosefield.
- C. Crude Petroleum where the Shipper or Consignee has failed to comply with all applicable laws, rules and regulations made by any governmental authorities regulating shipments of Crude Petroleum.
- D. Crude Petroleum that has been contaminated by the existence of and/or excess amounts of impure substances, including but not limited to chlorinated and/or oxygenated hydrocarbons such as methanol, or arsenic, lead, and/or other metals which could potentially cause harm to other Shippers, Connecting Carriers, users of the contaminated Crude Petroleum or Rosefield.
- E. Crude Petroleum where gravity, viscosity, pour point, or other characteristics are such that it is not readily susceptible to Terminalling Services through Rosefield's existing facilities.
- F. Crude Petroleum which may materially affect the quality of other shipments or cause disadvantage to other Shippers and/or Rosefield.

Rosefield may require the Shipper to furnish certified laboratory reports showing the results of tests of the Crude Petroleum offered for Terminalling Services. Rosefield may also make such tests of the Crude Petroleum as it deems necessary, but shall not be required to make such tests. In the event of variances between Shipper's report and Rosefield's test, Rosefield's test shall prevail.

Notwithstanding the above, Rosefield may accept Crude Petroleum from Shipper that does not meet the above conditions due to, but not limited to, operational circumstances (i.e., offshore deep water well maintenance or production facility upsets), emergencies, or events of force majeure (including, but not limited to sea storms or shut-in platforms). In such case, however, Shipper must notify Rosefield fully, in writing, of the characteristics of such Crude Petroleum and Shipper shall then secure from the Consignor or Connecting Carrier or shall provide itself, in writing, to Rosefield an assumption of all liability and agree to hold Rosefield harmless from and against any loss, cost or disadvantage to other Shippers, and other pipelines or downstream facilities, or to Rosefield arising from such service.

If Rosefield determines that a Shipper has delivered to the Terminal Crude Petroleum that has been contaminated by the existence of and/or excess amounts of impure substances, including but not limited to, chlorinated and/or oxygenated hydrocarbons, such as methanol, or arsenic, lead, and/or other metals which could potentially cause harm to other Shippers, Connecting Carriers, users of the contaminated Crude Petroleum or Rosefield, such Shipper will be excluded from further delivery into the Terminal until such time as the quality of the Crude Petroleum is to the satisfaction of Rosefield. Rosefield is not responsible for monitoring receipts or deliveries for contaminants. Further, Rosefield reserves the right to dispose of any contaminated Crude Petroleum delivered to the Terminal. Disposal thereof, may be made in any reasonable manner including but not limited to commercial sales, and any liability associated with the contamination or disposal of any Crude Petroleum shall be borne by the Shipper who introduced into the Terminal such Crude Petroleum that does in any way not comply with the above conditions.

Notwithstanding the foregoing, in general, the Shipper who introduced into the Terminal Crude Petroleum that does in any way not comply with the above conditions is liable towards Rosefield for all consequences of Terminalling Services provided by Rosefield of such Crude Petroleum, including but not limited to, damages, costs and expenses of disposal, costs and expenses necessary to return the Terminal to service, claims from other Shippers, Connecting Carriers, or users of the non-complying Crude Petroleum and the costs of any regulatory or judicial proceeding.

### **30. Mixing of Crude Petroleum in Terminal**

Crude Petroleum will be accepted for Terminalling Services only on condition that it may be subject to such changes in gravity or quality as would result from its mixture with other Crude Petroleum in the Terminal. Rosefield shall not be liable for such changes. Rosefield shall be under no obligation to deliver the identical Crude Petroleum received at the Terminal and may make deliveries out of common stock storage.

### **35. Reserved for Future Use**

### **40. Reserved for Future Use**

### **45. Duty of Rosefield**

Rosefield shall provide the Terminalling Services with reasonable diligence, considering the quality of the Crude Petroleum, the safety of operation, and other material elements. Rosefield cannot commit to delivering Crude Petroleum to a particular Connecting Carrier at a particular time.

### **50. Receipt Facilities Required for Automatic Custody Transfer**

Shipper shall furnish, or cause the Connecting Carrier to furnish, the facilities necessary for delivering Crude

Petroleum into the Terminal at pressures and pumping rates required and determined solely by Rosefield.

Where Consignor (or Shipper) elects to deliver Crude Petroleum to the Terminal at a point of receipt through automatic custody transfer facilities (in lieu of tankage), the Consignor (or Shipper) shall furnish the required automatic measuring and sampling facilities. The design, construction, and calibration of such facilities must be approved by Rosefield and any appropriate regulatory body. In the event automatic custody transfer is made by meters, the Consignor (or Shipper) shall also furnish whatever pumping service is necessary to ensure that the Crude Petroleum being delivered to the meter is at a pressure in excess of the bubble point of the liquid.

### **55. Transfer Facilities Required**

Rosefield may refuse to accept Crude Petroleum for Terminalling Services unless satisfactory written evidence is furnished that the Shipper or Consignee has made the necessary arrangements for transfer to downstream Connecting Carrier facilities. Notwithstanding other conditions, at minimum such facilities shall have adequate available capacity and be capable of receiving said Crude Petroleum at pressures and pumping rates required and determined solely by Rosefield.

### **60. Transfer to Connecting Carriers**

Transfer may be executed upon twenty-four (24) hours notice to the Shipper or Consignee who shall accept and receive said Crude Petroleum from Rosefield with all possible dispatch.

If the Shipper, or Consignee, is unable or refuses to receive said Crude Petroleum as it is transferred to the downstream Connecting Carrier facilities, Rosefield reserves the right to make whatever arrangements for disposition of the Crude Petroleum it deems appropriate to ensure the safe and efficient operation of the Terminal. Any additional expenses incurred by Rosefield in making such arrangements shall be borne by the Shipper or Consignee.

### **65. Inventory Requirements**

Prior to delivering into the Terminal, Shipper will be required to supply a pro rata share of Crude Petroleum necessary to ensure efficient operation of the Terminal. Crude Petroleum provided by Shippers for this purpose may be withdrawn only after:

- (1) Terminalling Services have ceased and the Shipper has notified Rosefield in writing of its intention to discontinue deliveries into the Terminal, and
- (2) Shipper balances have been reconciled between Shipper and Rosefield.

Rosefield, at its discretion, may require advance payment of Terminalling Services on the volumes to be withdrawn from the Terminal, and any unpaid accounts receivable, before final transfer will be made. Rosefield shall have a reasonable period of time from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

### **70. Gauging, Testing and Volume Corrections**

Crude Petroleum receiving Terminalling Services hereunder shall be measured and tested by representatives

of Rosefield or by automatic equipment approved by Rosefield. Quantities shall be determined by dynamic or static measurement methods in accordance with appropriate American Crude Petroleum Institute (API) standards, latest revision, and adjusted to base (reference or standard) conditions.

The base conditions for the measurement of liquids, such as Crude Petroleum and its liquid products, having a vapor pressure equal to or less than atmospheric pressure at base temperature are as follows:

Pressure: 14.696 psia (101.325 kPa)

Temperature: 60.0 F (15.56 C)

For liquids, such as liquid hydrocarbons, having a vapor pressure greater than atmospheric pressure at base temperature, the base pressure shall be the equilibrium vapor pressure at base temperature.

Deductions will be made for the actual amount of non-merchantable quantities, specifically basic sediment and water and/or other impurities as ascertained by industry accepted test method or other tests agreed upon.

When indirect liquid products are received from pressure vessels using static measurement methods, a further adjustment will be made to cover evacuation losses if a gas blanket at or in excess of the vapor pressure of the liquid is not used.

The following Oil Loss Allowance will be used:

From the net quantities so determined for acceptance, a further deduction of two-tenths of one percent (0.2%) will be made to cover evaporation and loss during Terminalling Services. The balance shall be the net quantities deliverable. The Oil Loss Allowance will be periodically, but not less than once a year, reviewed and revised, as necessary.

All receipts of Crude Petroleum and indirect liquid products having an API gravity of 45 degrees or above shall also be subject to a deduction to cover the shrinkage and incremental evaporation resulting from the mixture thereof, in Rosefield's facilities, with Crude Petroleum having an API gravity of 44.9 degrees or less. Such deduction shall be determined in accordance with the following table:

<u>API Gravity, Degrees</u>	<u>Deduction for Incremental Evaporation &amp; Shrinkage</u>
45 through 54.9	0.50%
55 through 64.9	1.00%
65 through 74.9	1.50%
75 and above	2.00%

After consideration of all of the factors set forth in this Item No. 70, a net balance will be determined as the quantity deliverable by Rosefield, and Terminalling Services charges will be assessed on this net balance.

**75. Apportionment When Nominations are in Excess of Facilities**

On such day(s) as Rosefield determines that it may be necessary to allocate space in the Terminal due to Nominations exceeding Terminalling Services capacity, the available capacity, if any, shall be apportioned on an equitable basis determined by Rosefield.

No Nominations shall be considered beyond the amount which the Shipper requesting service has available for delivery. Rosefield reserves the right to require Shipper to show sufficient evidence of available volume.

### **80. Application of Rates and Charges**

Crude Petroleum accepted for Terminalling Services shall be subject to the rates herein and charges in effect on the date of receipt of such Crude Petroleum by Rosefield. Rosefield may discount such rates on a non-discriminatory basis. Terminalling Service rates and all other lawful charges will be collected on the basis of the net quantities of Crude Petroleum received and delivered. All net quantities will be determined in the manner provided in Item 70 (GAUGING, TESTING, AND VOLUME CORRECTIONS).

### **85. Reserved for Future Use**

### **90. Quality Bank**

Because of the commingling that may occur during intra-Terminal transfers and common stock storage of Crude Petroleum, all Shippers shall be required to participate in the Terminal quality bank as a condition of service. A fee of \$0.005 per Barrel, in addition to all other fees, will be assessed to cover costs for administration of the quality bank for Shippers.

### **95. Commodity**

Rosefield will provide Terminalling Services for Crude Petroleum and has no obligation to accept any other commodity at the Terminal.

### **100. Payment of Terminalling Service and Other Charges**

Shipper shall be responsible for payment of Terminalling Services and all other charges associated with services provided by Rosefield, and Rosefield shall have the right to require Shipper to prepay such charges or furnish guaranty of payment satisfactory to Rosefield. Crude Petroleum accepted for Terminalling Service shall be subject to the rates in effect on the date of receipt by Rosefield, irrespective of the date of the Nomination.

Except where pre-payment is required, all charges shall be paid by Shipper within ten (10) days from the date of invoice from Rosefield. All charges that remain unpaid for more than ten (10) days from the date of Rosefield's invoice shall accrue an interest charge equal to 125% of the prime rate as quoted by a major New York bank or the maximum non-usurious interest rate that may then be charged under applicable law.

Rosefield shall have a lien on all Crude Petroleum accepted for Terminalling Service to secure payment of all charges, including demurrage charges, and may refuse to accept future Nominations and/or make delivery of any Crude Petroleum until all charges have been paid. If such charges, or any part thereof, remain unpaid five (5) days after notice and demand therefor or when there shall be failure to take the Crude Petroleum at the point of transfer into a Connecting Carrier within five (5) days per Item 60 (TRANSFER TO CONNECTING CARRIERS) of these Rules and Regulations, then Rosefield, or its representatives, shall have the right to sell such Crude Petroleum. The Shipper may be a bidder and purchaser at such sale. From the proceeds of the sale, Rosefield may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be held without interest for whomsoever may be lawfully entitled thereto.



In addition to all other charges accruing on Crude Petroleum accepted for Terminalling Services through the Terminal, a per Barrel charge will be assessed and collected in the amount of any fee or other charge, however denominated, which is levied against Rosefield by any federal, state or local agency.

**105. Diversion**

Change in transfer instructions will be accommodated by Rosefield without additional charge, on written request from the Shipper, provided Shipper has made all necessary arrangements with Connecting Carrier for transportation downstream of the Terminal.

**110. Liability of Rosefield**

As a condition to Rosefield's acceptance of Crude Petroleum, each Shipper agrees that Rosefield shall not be liable for any loss thereof, damage thereto, or delay, except to the extent that liability therefor is imposed on Rosefield by law. In case of loss of or damage to Crude Petroleum for which Rosefield is not responsible under applicable law, the Shipper shall bear the loss or damage in such proportion as its total volume in the Terminal bears to the total volume in Terminal.

If Rosefield is unable to provide Terminalling Services for any reason, Rosefield will not be liable for associated delay or damages.

**115. Claims, Suits, and Time for Filing**

As a condition precedent to recovery for loss, damage, or delay to transfers, claims must be filed in writing with Rosefield within nine (9) months after transfer of the Crude Petroleum, or, in case of failure to transfer, then within nine (9) months after a reasonable time for transfer has elapsed; and suits arising out of such claims shall be instituted against Rosefield only within two (2) years from the time when Rosefield transfers, or arranges delivery of, the Crude Petroleum or, in case of failure to make or arrange transfer/delivery, then within two (2) years after a reasonable time for transfer has elapsed. Any such loss or damage shall be determined solely on the basis of volumetric loss and not on the monetary value of the Crude Petroleum. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, Rosefield will not be liable and such claims will not be paid.

**120. Pipeage or Other Contracts**

Separate pipeage and other contracts may be required of a Shipper, in accordance with the applicable tariff and these Rules and Regulations, before any duty of Terminalling Service by Rosefield shall arise.

**125. Reserved for Future Use**

**130. Reserved for Future Use**

**135. Terminal Connections**

Terminal connections may be considered by Rosefield only if made by formal written request to Rosefield, and all such requests will be subject to the following standards and conditions:

All connections will be subject to the design requirements to protect the safe, secure and efficient operation of the Terminal in accordance with generally accepted industry standards. Rosefield's approval of any

request for connection will be made by Rosefield in its sole determination and will be subject to 1) Rosefield's execution of an acceptable agreement governing the operation of such connection and 2) compliance with governmental regulations and applicable laws.

#### **140. Common Stream Crude Petroleum - Connecting Carriers**

When both receipts from and transfers to a Connecting Carrier of substantially the same grade of Crude Petroleum (as determined exclusively by Rosefield) are scheduled through the Terminal, Rosefield reserves the right, with the cooperation of the operator of the Connecting Carriers, to offset like volumes of such common stream Crude Petroleum in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes. When this right is exercised, Rosefield will make the further transfers for the Shipper involved from Rosefield's common stock Crude Petroleum.

#### **145. Crude Petroleum Title Transfers**

Rosefield may recognize a transfer of title to Crude Petroleum for a fee of 20.00 cents per Barrel charged to the Transferor. The Transferee accepting volumes in the title transfer shall be responsible for payment of any Terminalling Service fees incurred subsequent to such transfer. Rosefield shall not be obligated to recognize any transfer of title and shall incur no liability with respect thereto or for any losses or damages accruing to any party involved in the transfer of title. A transfer of title request, if recognized, shall be confirmed in writing by both the transferor and transferee within 24 hours after the request. Such request shall indicate the party to which the transfer is to be made, the amount of Crude Petroleum to be transferred, its location, grade, and warranty statement of unencumbered title. In addition, the transferor and transferee, upon request of Rosefield, shall provide an irrevocable letter of credit in terms satisfactory to Rosefield in an amount necessary to cover all charges and fees.

**FOURCHON TERMINAL**

**RATE SHEET**

**RATES ON CRUDE PETROLEUM IN CENTS PER BARREL OF 42 UNITED STATES GALLONS**

**Terminalling Services:**

SERVICE	RATE
Terminalling Services	[I] 250.00
Note: Rate is inclusive of transfer to the following Connecting Carriers: Harvest – BOA Pipeline Chevron – Empire 20” Pipeline	

**Loss Allowance:**

An Oil Loss Allowance of two-tenth of one percent (0.2%) will be deducted from the volume of Crude Petroleum received at the Fourchon Terminal.

**Shipper Tankage Fees and Services:**

Terms for Shipper Tankage will require contacting Rosefield Business Development.

**EXPLANATION OF REFERENCE MARKS:**

- [C] Cancel
- [I] Increase
- [N] New
- [W] Change in wording only