

DE-FE93045
TIE-IN AGREEMENT
(Department of Energy's St. James (Sugarland) Terminal
Tie-in to the LOCAP Terminal)

THIS AGREEMENT, made and entered into as of the 25th day of July 2012, by the United States of America, Department of Energy and LOCAP LLC hereinafter collectively called the "PARTIES."

WHEREAS, LOCAP LLC (LOCAP) is the owner of a tank farm and pipeline system referred to herein as the LOCAP Facility, and the lessee of the property more fully described as:

A tract of approximately 140 acres, more or less, known as the LOCAP St. James Terminal, pursuant to a certain lease dated March 10, 1979 (hereinafter called the "Lease"), by and between LOCAP and Paul Nelson Falgoust, Gertrude T. Falgoust, Paul Nelson Falgoust Trust by Lloyd R. Himel, Trustee, and Nelson Falgoust Educational Trust by Lloyd R. Himel, Trustee, which Base Lease is recorded under entry number 51558 in Volume 213 of the COB records of St. James Parish, Louisiana, as amended.

WHEREAS, LOOP LLC, "LOOP" is the operator of the LOCAP Facility, and WHEREAS, the United States of America, Department of Energy, herein called "DOE" is the owner of the DOE St. James (Sugarland) Terminal Strategic Petroleum Reserve in the vicinity of St. James, Louisiana; herein called the "DOE FACILITIES", and

WHEREAS the DOE has leased the FACILITIES to a third party, Shell Oil Products US, hereinafter referred to as "LESSEE",

WHEREAS, the LESSEE is the operator of the DOE FACILITIES,

WHEREAS, the PARTIES entered into a TIE-IN AGREEMENT dated July 25 , 2007 (the "2007 TIE-IN AGREEMENT") that provides for a connection between the DOE FACILITIES and the LOCAP Facility for the purpose of delivering crude oil from the DOE FACILITIES and from the PLAINS St. James Terminal to the LOCAP Facility (the TIE-IN);

WHEREAS, the 2007 TIE-IN AGREEMENT expires by its terms on July 24, 2012, and

WHEREAS DOE wishes to maintain and utilize the TIE-IN.

NOW, THEREFORE, the Parties hereby consent and agree to continue the TIE-IN and to the movement of crude oil through the TIE-IN for LOCAP receipts from the DOE 36-inch Redstick pipeline under the terms and conditions of this Agreement.

ARTICLE 1
Definition of Terms and Abbreviations

For the purposes of this Agreement, the terms defined in this Article shall have the meanings ascribed to them herein.

Work Crew

All personnel engaged by or on behalf of DOE or its contractors, whether employees or subcontractors, to perform any part of the work contemplated in the Agreement.

ARTICLE 2
The TIE-IN

The connection involves the existing 24-inch pipeline connection, designed and installed pursuant to the 2007 TIE-IN AGREEMENT including all associated flanges, valves and other equipment at the location shown on attached Exhibit A.

ARTICLE 3
The 2007 TIE-IN AGREEMENT

The 2007 Tie-In Agreement contained provisions addressing the Parties' respective rights and responsibilities with respect to design, construction and installation as well as ownership of the TIE-IN components as set forth in ARTICLES III through ARTICLE XI and reproduced below. The Parties hereby acknowledge and agree that such ARTICLES III through XI have been satisfied.

"ARTICLE III
Responsibilities of the Parties

In order to accomplish the connection between the DOE Facilities and LOCAP Facility each Party's responsibilities shall be as outlined in this Article III.

The Parties hereby acknowledge that by separate agreement, DOE has contracted with Plains Marketing, L.P. (Plains/DOE Tie-In Agreement DE-AC96-06P092433, dated 5/10/2006 and as amended on 9/14/2006); pursuant to the DOE-Plains Agreement, Plains agreed to perform certain work required for the TIE-IN on behalf of DOE. LOCAP and Plains have also entered into a separate agreement (the Connection Agreement dated 10/13/2006) pursuant to which LOCAP has granted to Plains the right to perform the necessary work on LOCAP property and delineating certain responsibilities between LOCAP and Plains.

Nothing contained in either the DOE-Plains Agreement or the LOCAP-Plains Agreement shall relieve either party to this Agreement of its responsibilities to the other hereunder.

31 *DOE responsibilities.*

DOE shall be responsible for:

- (1) A 20-inch double block and bleed (DBB) valve (Valve #4) connected to the flange provided by LOCAP pursuant to Paragraph 3.2(b); and*
- (2) 24-inch piping from Valve #4 to the connection between both Plains and the DOE Facilities as shown in Exhibit B.*

The 24-inch piping and Valve #4 referred to in this Paragraph 3.1 shall be referred to herein as the "DOE Equipment".

3.2 *LOCAP's Responsibilities.*

LOCAP shall be responsible for:

- (a) the 24-inch pipeline connection including a 20-inch flange located at the suction piping to the LOCAP spare pump and meter run, as shown in the inset on Exhibit B;*
- (b) the installation of the fittings, flanges, power and controls necessary to safely control and operate the TIE-IN.*

LOCAP shall have the right to review and approve all engineering, equipment and other material necessary for the TIE-IN.

ARTICLE IV
Rights Granted

LOCAP hereby grants to DOE the right to install the DOE Equipment, as shown on Exhibit B.

ARTICLE V
Ownership

DOE will retain ownership of the DOE Equipment installed pursuant to Section 3.1 LOCAP shall retain ownership of the 20-inch flange it installs pursuant to Section 3.2. Asset ownership changes will be at the LOCAP flange, as shown in the inset on Exhibit B.

ARTICLE VI
Right-of-Way and Pipeline Crossing

The Parties are entering into a Right-of-Way Agreement (DE-RL96-07-P092887), effective as of the same date as this TIE-IN AGREEMENT, pursuant to which LOCAP will grant certain rights in land to DOE which will permit DOE to install the pipelines and equipment necessary for the TIE-IN. The effectiveness of this TIE-IN

AGREEMENT is contingent upon the execution of the LOCAP/DOE Right-of-Way Agreement.

ARTICLE VII
Governmental Approvals and Regulations

Work on the TIE-IN shall not commence until DOE (or its contractor) obtains all necessary governmental approvals, if any. Copies of instruments evidencing these approvals, if any, shall be forwarded to LOCAP before commencement of any work within the LOCAP Facility. DOE accepts sole responsibility for the installation and disconnection of the TIE-IN in compliance with the requirements (including those related to design or construction) set forth in the Department of Transportation Pipeline Safety Regulations 49 Code of Federal Regulations (CFR) Part 195, and with all other applicable governmental rules and regulations. DOE shall be responsible for ensuring the operating, maintenance, and repair of the DOE Equipment pursuant to Section Article XII hereof, in compliance with the requirements set forth in the Department of Transportation Safety Regulations 49 CFR Part 195 and with all other applicable governmental rules and regulations.

ARTICLE VIII
Design of the TIE-IN

The design of the TIE-IN shall provide for and be in compliance with the following:

8.1 The TIE-IN shall be designed, fabricated, installed, and inspected in accordance with American National Standards Institute (ANSI) Code B.31.4 for Liquid Petroleum Transportation Piping System and Department of Transportation Pipeline Safety Regulations in 49 CFR Part 195. All pipe equipment and fittings shall be ANSI Class 150, and the pipe, valves, and fittings shall be hydrotested to 345 pounds per square inch (psi) in order to be compatible with FACILITIES to which the TIE-INS will be made.

8.2 DOE shall ensure that there are adequate automatic controls, shutdown, and relief devices to preclude the possibility of exceeding the maximum operating pressure of the LOCAP Facility.

8.3 DOE will supply the necessary instrumentation, control and connections to the DOE FACILITIES' distribution control system (DCS) for its LESSEE to operate and monitor the TIE-IN and DOE Equipment status and performance.

8.4 LOCAP shall maintain power and controls to the valve that will allow DOE to open and close the valve (with a Programmable Logic Controller (PLC) permissive from LOCAP) and to permit LOCAP to monitor valve status and close the valve if necessary.

8.5 DOE (through its LESSEE) shall be responsible for performing line integrity monitoring of the TIE-IN. LOCAP shall be supplied with all necessary line integrity data, i.e., pressure, temperature, volume, rate, by connections to the DOE FACILITIES' DCS and status of all valves associated with the TIE-IN.

8.6 DOE shall ensure that the TIE-IN is electrically insulated from the LOCAP Facility by an insulating flange between the LOCAP flange and the DOE 20" DBB valve as shown in the inset on Exhibit B. DOE shall maintain the cathodic protection of the DOE EQUIPMENT and the piping up to the insulating flanges.

8.7 DOE shall ensure that the TIE-IN piping provided by DOE pursuant to Paragraph 3.1 and located on LOCAP property shall be suitably coated to retain the corrosion protection. The topcoat color for the portion of the TIE-IN which is installed above ground and within the LOCAP Facility shall be selected and applied by DOE to closely match existing LOCAP piping.

8.8 DOE shall have a full flow relief valve set at a pressure of 275 pounds per square inch gauge (psig) on the TIE-IN or demonstrate that the existing relief valves at the DOE FACILITIES adequately protect the TIE-IN and the DOE EQUIPMENT. The present maximum operating pressure of the DOE FACILITIES is 275 psi; in the event that LOCAP's operating pressure is lowered, DOE shall lower the pressure setting on the relief valve to an appropriate level.

ARTICLE IX **Design Submittal**

Prior to commencement of any work on LOCAP property, DOE shall submit to LOCAP for review, comment and approval a detailed proposed design for the TIE-IN together with explanations of the DOE proposed installation and test procedures for the TIE-IN. Any changes by DOE to the detailed design shall also be submitted to LOCAP for review, comment and approval.

ARTICLE X **Installation**

DOE agrees to provide LOCAP with at least 72 hours advance notice prior to commencing any activities associated with the maintenance of the TIE-IN in order that a LOCAP representative may be present at the time such work is performed. Said notice is to be given to LOCAP's St. James Supervisor (985-632-1332). LOCAP shall have the right to observe the installation performed by DOE at the LOCAP Facility. The presence of a LOCAP representative shall not relieve DOE of any obligations or responsibility and shall not be construed as a waiver of LOCAP's right to require compliance as provided herein. LOCAP has an obligation to promptly notify DOE of any known noncompliance during construction.

When the work has been completed in accordance with this TIE-IN AGREEMENT, DOE shall notify LOCAP in writing within 10 calendar days of completion. LOCAP has the right to inspect the work if it chooses. If LOCAP considers any part of the work to not be in compliance with this TIE-IN AGREEMENT, DOE shall be notified in writing within 10 calendar days after completion of work of specific noncompliance. The Parties agree to work toward a mutually agreeable resolution of the noncompliance. At DOE's expense, DOE or its contractor shall correct all work that is not in compliance with this Agreement and notify LOCAP once corrections have been made. LOCAP shall have the right to re-inspect the work if it so chooses.

ARTICLE XI
As-Built Drawings

DOE agrees to furnish LOCAP, within 90 days after completion of any maintenance work at the TIE-IN, any "as-built" drawings and other such pertinent information reasonably requested by LOCAP."

ARTICLE 4
Operations, Maintenance, Access and Measurements

All costs for operation, maintenance, repair, and inspection of the DOE Equipment and any other DOE-owned components of the TIE-IN (as described in Article III) shall be borne by the DOE (through its LESSEE). All costs for operation, maintenance, repair, and inspection of the LOCAP-owned components of the TIE-IN (as described in Article III) shall be borne by LOCAP.

DOE warrants that it will at all times maintain the DOE EQUIPMENT in a fit, safe and operable condition, and that upon discovery of wear, deterioration or failure it will take such action as may be necessary to remedy the same.

Custody transfer measurements shall be made by DOE's existing meters located at the DOE Facility. The meter measurement systems shall be maintained and operated in accordance with the Manual of Petroleum Measurement Standards as published by the American Petroleum Institute. DOE shall provide advance notice to LOCAP personnel of all meter proving and sampling activities and shall permit LOCAP personnel to witness such activities.

In the case of an emergency which would endanger the continued safe operation of the TIE-IN, DOE FACILITIES, LOCAP Facility, or the DOE EQUIPMENT, LOCAP has the right to take any action it deems necessary and to make the necessary repairs. LOCAP shall notify DOE of any oil spills from the DOE Equipment in accordance with Article 10.1.

ARTICLE 5
Operation and Testing of the TIE-IN

5.1 Terms and Conditions of Use

All shipments for DOE through the TIE-IN, including Periodic Integrity Testing (pursuant to Section 13.2(a)), System Test Exercises, (pursuant to Section 13.2(b)), and any emergency use of LOCAP by DOE (pursuant to Section 13.3) shall be subject to the LOCAP tariff, including Rules and Regulations, in effect at the time of the shipment. For DOE system tests this tariff will be waived by LOCAP contingent on more than 30 days notice by DOE of the test and mutual agreement by the parties on scheduling.

5.2 Testing

(a) Periodic Integrity Testing.

The Parties shall cooperate in the scheduling and performance of an annual test of the TIE-IN between LOCAP and the DOE FACILITIES in all receipt and delivery, metered and direct modes unless proven to be functional by crude oil movements within the preceding 180 days through the TIE-IN.

(b) System Test Exercises.

The Parties shall cooperate in the scheduling and performance of periodic drawdown tests of the SPR and its distribution system (s) through the TIE-IN to assure mission readiness. System tests will not exceed three days duration and will be performed once every three years.

5.3 DOE Emergency Use of LOCAP

"National Emergency" is hereby defined as a formal declaration by the President of the United States or the Secretary of Energy of a national emergency in accordance with the President's authority under Section 161 of the Energy Policy and Conservation Act. This includes both drawdowns and exchanges from the Bayou Choctaw SPR site.

"Operational Emergency" is hereby defined as any unscheduled operational event at the Bayou Choctaw site that requires oil movement out of Bayou Choctaw to remedy such occurrence.

(a) In the event of a National Emergency or an Operational Emergency, LOCAP shall use its best efforts to provide terminal services of all available capacity of the LOCAP Facility for DOE crude oil deliveries as soon as practical after being notified by DOE.

During a drawdown of the Bayou Choctaw Strategic Petroleum Reserve (SPR) site, DOE, through its LESSEE, will coordinate and schedule its oil movements in accordance with DOE's drawdown procedures. DOE declares three drawdown alert levels, increasing in urgency, when drawdown of the SPR crude oil is expected. Under Alert Level I, LOCAP will be requested to provide DOE with information regarding the current LOCAP activities. Under Alert Level II, LOCAP will be notified that an SPR drawdown may be ordered and LOCAP

will be requested to update DOE with information regarding the current LOCAP activities. Under Alert Level III, LOCAP will be notified that an SPR drawdown has been ordered and that LOCAP shall use its best efforts to make all available capacity in the LOCAP system ready for possible receipt of oil from the SPR Bayou Choctaw site within thirteen (13) days from the receipt of the written notice of impending drawdown.

In the event of a National Emergency or an Operational Emergency, LOCAP shall continue to provide routine maintenance and repairs and, if necessary, emergency repairs of the LOCAP side of the TIE-IN. If so requested, LOCAP will prioritize emergency repairs as needed to provide continuous service.

ARTICLE 6 LOCAP Policies

6.1 Safety

DOE shall notify its contractors that when working on LOCAP property, LOCAP requires them to observe all safety regulations as published in the LOOP Safety Procedures Manual, a copy of which has been provided to DOE.

Particular attention is drawn to the following requirements:

- Prohibition of all intoxicants, non-prescribed controlled substances, firearms, ammunition and explosives;
- Observation of all "no smoking" signs and rules;
- Recognition of emergency alarms and evacuation procedures;
- Observation of all traffic and road-use signs on the project;
- Notification of LOCAP's Project Manager of all reportable accidents and injuries.
- H2S awareness.

6.2 Firearms, Alcohol and Controlled Substances

Except for duly authorized law enforcement or security personnel, during times of elevated security levels under Homeland Security alert level system, DOE and its contractors' employees and representatives shall not be permitted to have firearms in their possession on LOCAP's premises. Alcohol or controlled substances may not be in their possession or stored in any manner on LOCAP's premises at any time. In the case of non-compliance by DOE and/or its contractor(s) LOCAP reserves the right to deny access or remove violators from LOCAP Property.

6.3 Safety and Security

DOE shall furnish to LOCAP a roster of all Work Crew members assigned to work at LOCAP's Facility prior to the arrival of such Work Crew members. The roster shall be updated as often as changes are made to the personnel assigned to the Work Crew scheduled to work on site.

All Work Crew members shall carry a current photo identification card issued by their employer(s) and a driver's license while on LOCAP's premises, as per LOCAP procedures. DOE acknowledges and shall inform its contractors of LOCAP's right to conduct personal searches and searches of vehicles on its premises, and its right to require the removal of any person it believes has violated any of the policies, rules or regulations.

ARTICLE 7

Liability and Risk

7.1 Property Damage

DOE agrees to pay all reasonable and customary claims for damage to property of LOCAP or third parties arising from DOE's work on LOCAP property. LOCAP agrees to pay all reasonable and customary claims for damage to DOE Equipment arising from LOCAP or its contractor's work on LOCAP property.

7.2 Insurance

To protect LOCAP and LOOP LLC (as operator of LOCAP) against liability in connection with, or resulting from the performance of any work contemplated under this Agreement, DOE shall require its contractors performing work at the LOCAP Facility to provide insurance in the minimum amounts as set forth in the Insurance Requirements in effect at that time. Evidence of the required insurance shall be provided on LOCAP LLC and LOOP LLC Certificates, the forms of which are attached hereto as Exhibit C. LOCAP and LOOP must receive the insurance certificates before any work is performed on LOCAP property.

ARTICLE 8

Limitation of Liability

Neither party shall be liable to the other for consequential, indirect or punitive damages.

ARTICLE 9

Term

The term of this Agreement shall commence upon its execution and shall continue for a five (5) year period. In the following circumstances either party may terminate this agreement within this 5 year period with 60 days written notice: (1) if DOE closes or ceases to be the owner of the DOE FACILITIES or (2) if LOCAP ceases operating the LOCAP Facility, unless there is an assignment pursuant to Article 11. Upon any termination, LOCAP shall have the right to require the removal of that portion of the TIE-IN as are present on LOCAP property and repair any damages caused thereby, at DOE's sole cost. The work required for the removal of the DOE equipment shall be conducted under the same degree of supervision by LOCAP's representative as is installation and maintenance activity under this Agreement. This Agreement will automatically renew annually each year after the initial five (5) year period, unless terminated by either party by giving the other party written notice of its intent to terminate at least sixty (60) days before the end of the current Agreement.

ARTICLE 10
Notices and Submittals

10.1 Emergency Notification

In case of emergency, telephone notifications will be as follows:

- (a) LOCAP will notify: The DOE Operations Control Center at (504) 734-4380, AND
The FACILITIES Control Room Operator of the DOE St. James (Sugarland) Terminal, telephone at (713) 241-3339.
- (b) DOE or FACILITIES Control Room Operator of the DOE St. James (Sugarland) will notify:
The LOCAP St. James Supervisor at 985 632-1332 and
As soon as practicable LOCAP will follow up any verbal notifications to the DOE or LESSEE in writing to the Asset Manager and the LESSEE's site operations manager.

These addresses will remain in effect for the duration of this Agreement, unless changed by notice.

10.2 Correspondence

All routine correspondence shall be sent to:

If by U.S. Mail

If by courier:

LOCAP LLC
137 Northpark Blvd.
Covington, LA 70433

LOCAP LLC
137 Northpark Blvd.
Covington, LA 70433

Attn: Manager Business Development
Facsimile: 985-276-6284
Email: bhestermann@loopllc.com

The U.S. Department of Energy
Strategic Petroleum Reserve
ATTN: Robert Kahl
Asset Manager for St. James Terminal
900 Commerce Road East
New Orleans, Louisiana 70123
Facsimile: (504) 818-5335
Email: Robert.Kahl@spr.doe.gov
Phone: (504) 734-4335

The U.S. Department of Energy
Strategic Petroleum Reserve
ATTN: Sally Leingang
Contracting Officer
900 Commerce Road East
New Orleans, Louisiana 70123
Facsimile: (504) 818-5362
Email: Sally.Leingang@spr.doe.gov
Phone: (504) 734-4362

Shell Oil Products US
ATTN: Sugarland Operations Supervisor
6770 Highway 18
P.O. Box 63
St. James, Louisiana 70086
Facsimile: (225) 265-1116
Email: gregory.landry@shell.com
Phone: (225) 265-1234

10.3 Other notices and submittals under this Agreement will be considered given properly when mailed, registered or certified, return receipt requested, with postage prepaid or sent by nationally recognized overnight carrier, or by fax, and addressed as follows:

To LOCAP LLC

If by U.S. Mail:

If by courier:

LOCAP LLC
137 Northpark Blvd.
Covington, LA 70433

LOCAP LLC
137 Northpark Blvd.
Covington, LA 70433

Attn: Manager Business Development
Facsimile: 985-276-6284
Email: bhestermann@loopllc.com

The U.S. Department of Energy:

Strategic Petroleum Reserve
ATTN: Robert Kahl
Asset Manager for Saint James Terminal
900 Commerce Road East
New Orleans, Louisiana 70123
Facsimile: (504) 818-5335
Email: Robert.Kahl@spr.doe.gov
Phone: (504) 734-4335

Strategic Petroleum Reserve
ATTN: Sally Leingang
Contracting Officer
900 Commerce Road East
New Orleans, Louisiana 70123
Facsimile: (504) 818-5362
Email: Sally.Leingang@spr.doe.gov
Phone: (504) 734-4362

ARTICLE 11
Assignment and Succession

Neither party may assign this Agreement or any rights hereunder without the prior written consent of the other party which shall not be unreasonably withheld. If such written consent is given, this Agreement shall extend to and be binding upon the successors and assigns of the assignor.

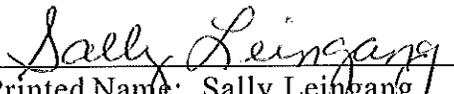
ARTICLE 12
Force Majeure

The PARTIES hereto shall be excused from the performance of their obligations hereunder, when and to the extent that such performance is delayed or prevented by fire; explosion; act of God; breakdown of machinery or equipment; riots, strikes, labor disputes; voluntary or involuntary compliance with any law, order, regulation, request or recommendations of any governmental authority; or any cause, whether similar or dissimilar, reasonably beyond the control of the parties. Nothing herein shall be construed to require the PARTIES hereto to settle any strike or labor disputes.

ARTICLE 13
Severability

Should any provision of this Agreement be found contrary to or in conflict with any applicable law, this Agreement shall be deemed modified to the extent necessary to comply with such applicable law, but only for the period of time such law is in effect. IN WITNESS WHEREOF, the PARTIES have executed this Agreement as of the date set forth hereinabove.

U.S. DEPARTMENT OF ENERGY
STRATEGIC PETROLEUM RESERVE


Printed Name: Sally Leingang
Title: CONTRACTING OFFICER

DATE: 7/12/2012

LOCAP LLC

 *MP*
Printed Name: David S. Maples
Title: PRESIDENT

DATE: JULY 5, 2012

Exhibit A to Tie-In Agreement DE-AC96-06PO92788

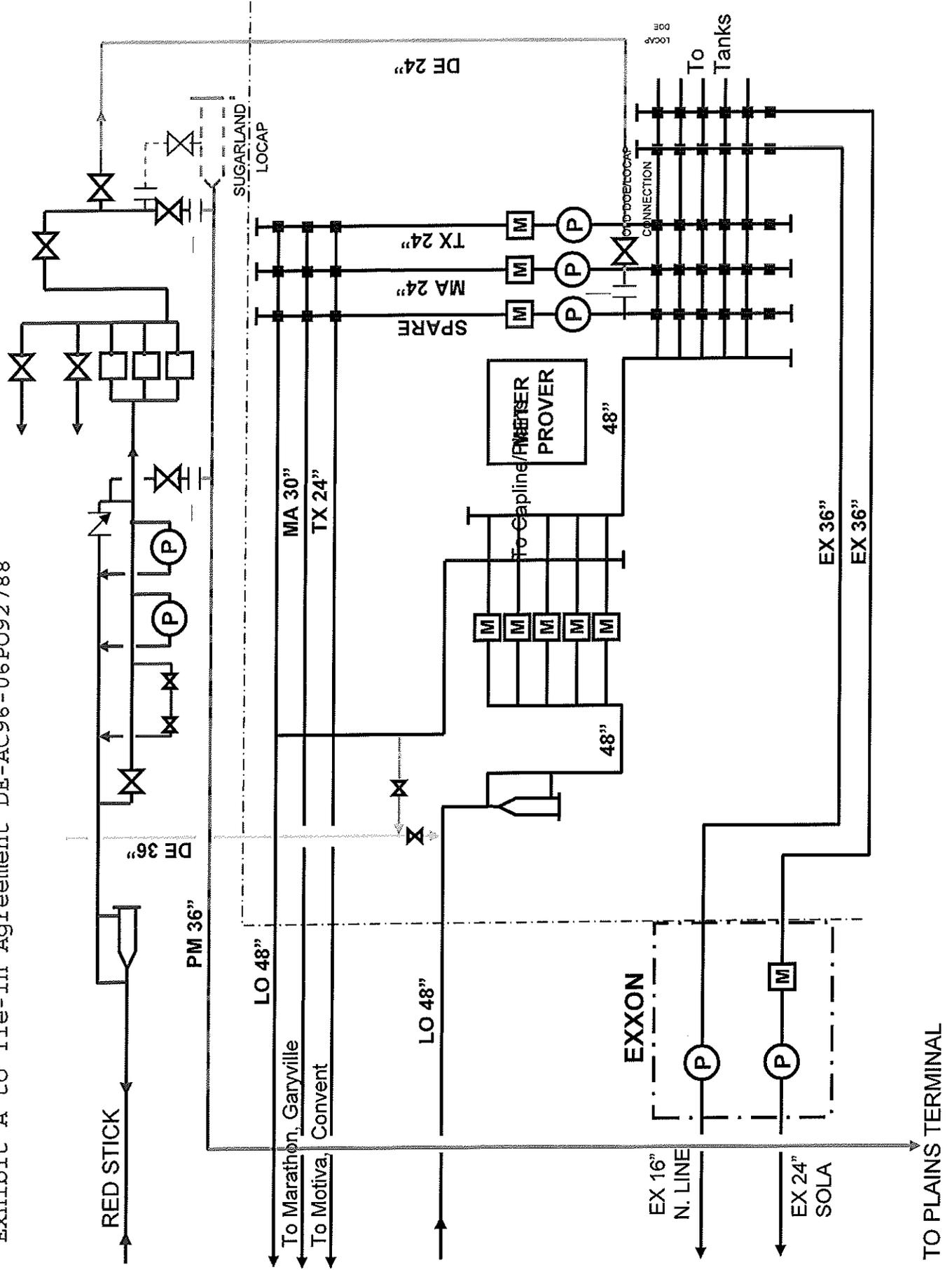
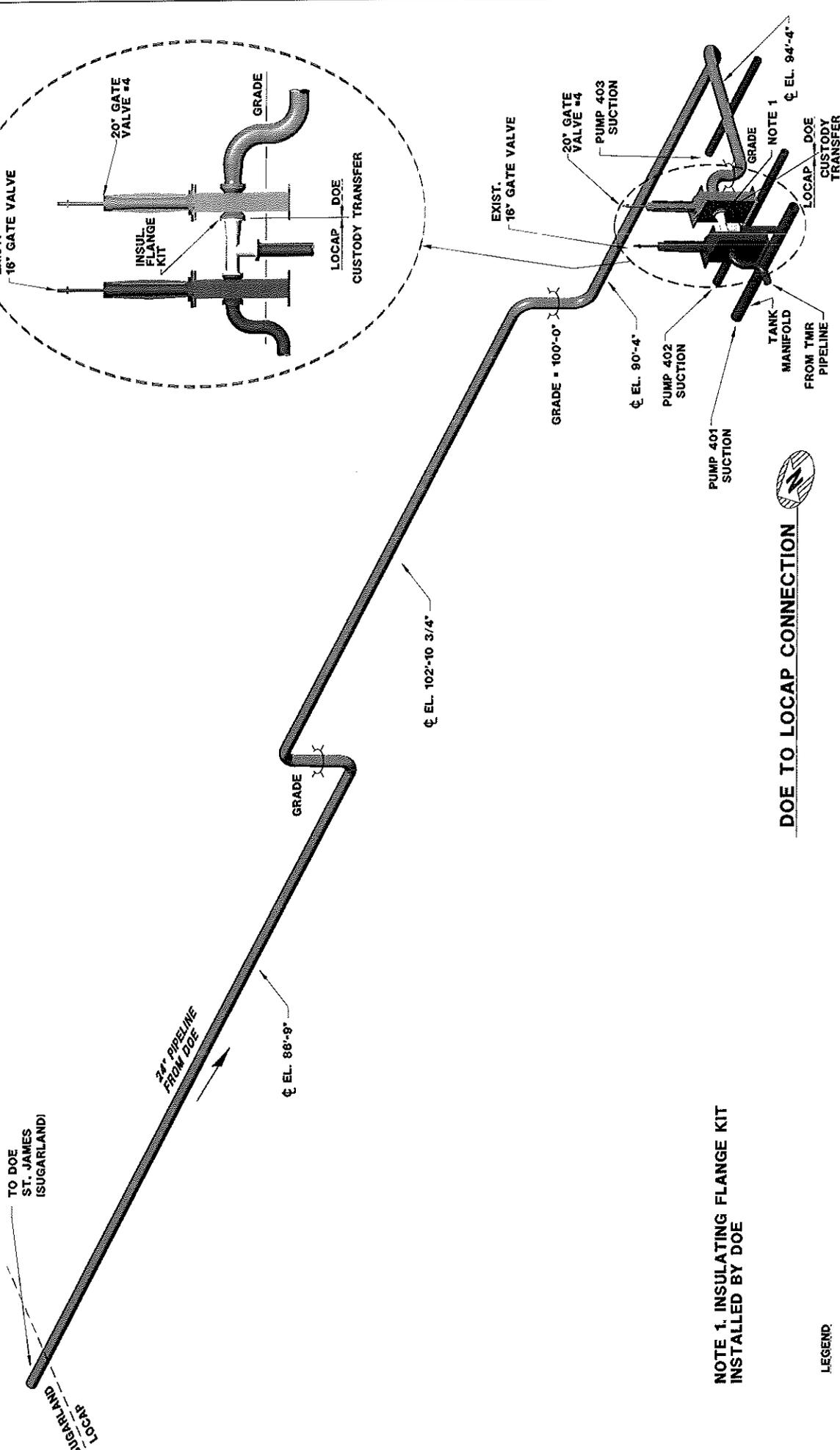


Exhibit B to Tie-In Agreement DE-AC96-06PO92788



**NOTE 1. INSULATING FLANGE KIT
INSTALLED BY DOE**

LEGEND

- ▬ NEW LOCAP LINE MODIFICATIONS (OWNED BY LOCAP)
- ▬ NEW DOE PIPING AND VALVE (INSTALLED & OWNED BY DOE)
- ▬ EXISTING LOCAP PIPING

**LOCAP - DOE CONNECTION AGREEMENT
EXHIBIT**

Exhibit C to Tie-in Agreement DE-AC96-06PO92788

**LOCAP LLC
INSURANCE REQUIREMENTS**

Contractor shall maintain at its cost during the term of the Contract insurance policies and extensions (indicated by an "X" below) with insurance companies satisfactory to LOCAP. Contractor must provide and maintain a current certificate of insurance evidencing the required coverages. The obligation to carry the insurance required herein shall not limit or modify in any way any other obligations assumed by Contractor under any Contract or Agreement. Contractor shall be held accountable for all insurance coverages, including those of subcontractors. LOCAP shall not be under any duty to advise Contractor in the event Contractor's insurance is not in compliance with any Contract or Agreement. Acceptance of any insurance certificate shall not constitute acceptance of the adequacy of coverage, compliance with contractual obligations, or an amendment to any Contract or Agreement.

- Coverages must be evidenced on LOCAP LLC and LOOP LLC Certificates of Insurance. LOOP LLC is the operator of LOCAP.
- Deductibles must be shown on the Certificate(s) of Insurance.
- LOCAP shall be provided at least thirty (30) days written notice prior to (1) making any changes to the listed policies or coverages that would have an adverse effect on LOCAP's interests, or (2) the cancellation of any listed policies or coverages.

1. Workers Compensation Insurance

- Workers Compensation, ISO form WC 00 00 01 A or equivalent, with statutory limits
 - Alternate Employer endorsement, ISO form WC 00 03 01 A or equivalent
 - U.S. Longshore & Harbor Workers Compensation Act, ISO form WC 00 01 06 A or equivalent
 - Maritime Coverage, ISO form WC 00 02 01 A or equivalent, OR separate Protection and Indemnity policy, which includes TWM&C coverage for masters and members of crew
 - Waiver of Subrogation, ISO form WC 00 03 13 or equivalent, in favor of LOCAP and LOOP
- Employers Liability, with limits for each accident, disease-each employee, and disease-policy, in combination with Umbrella or Excess Liability policies of no less than \$5,000,000.
- Coverage applicable to operations in Louisiana

2. Commercial or Marine General Liability Insurance

- Occurrence Basis Coverage, ISO form CG 00 01 01 96 or equivalent, with limits for each occurrence and general aggregate in combination with Umbrella or Excess Liability policies of no less than \$5,000,000.
- Premises-Operations coverage
- Independent Contractors coverage
- Products-Completed Operations coverage with an aggregate limit in combination with Umbrella or Excess Liability policies of no less than \$5,000,000.
- Liability assumed under an insured contract (including the tort liability of another assumed in a business contract)
- No endorsement or modification limiting the scope of coverage for bodily injury and property damage liability arising from pollution by the escape of fuels, lubricants or other operating fluids from equipment
- Watercraft coverage by deletion of watercraft exclusion OR separate Protection and Indemnity policy

- Waiver of Subrogation in favor of LOCAP AND LOOP
- Additional Insured status for LOCAP AND LOOP, ISO form CG 20 10 or equivalent
 - Delete any limitation of coverage as to loss, damage or expense (as owner) and (other than as owner) or any other provision inconsistent with the coverage of such additional insureds, identically with owner's coverage as to such additional insureds
- Cross-liability coverage as provided under standard ISO forms' separation of insured clause
- Contractor's insurance shall be primary and non-contributory with respect to any other insurance or self-insurance programs afforded to LOCAP or LOOP

3. Business Auto Insurance

- Business Auto coverage, ISO form CA 00 01 or equivalent, with each accident limits in combination with Umbrella or Excess Liability policies of no less than \$5,000,000
- Owned automobiles, small trucks, and trailers under 2,000 pounds
- Non-owned and hired automobiles, small trucks, and trailers under 2,000 pounds
- Waiver of Subrogation in favor of LOCAP and LOOP
- Insured Status for LOCAP and LOOP
- Cross-liability coverage as provided under standard ISO forms' separation of insured clause

4. Excess or Umbrella Coverage

- Excess (complete follow form) OR Umbrella policies, in combination with underlying liability policies providing limits of no less than \$5,000,000.
- Waiver of Subrogation in favor of LOCAP and LOOP
- Additional Insured status for LOCAP and LOOP
 - Delete any limitation of coverage as to loss, damage or expense (as owner) and (other than as owner) or any other provision inconsistent with the coverage of such additional insureds, identically with owner's coverage as to such additional insureds
- Cross-liability coverage as provided under standard ISO forms' separation of insured clause
- Contractor's insurance shall be primary and non-contributory with respect to any other insurance or self-insurance programs afforded to LOCAP or LOOP

Exhibit C to Tie-In Agreement DE-AC96-06P092788

Certificate of Insurance

LOCAP LLC
One Seine Court
Suite 500
New Orleans, LA 70114

Mailing Address:
Box 6665
New Orleans, LA 70174-6665 504 368-5667
(Fax) 504 363-9208

This is to certify that the following insurance policies are in full force and effect. The insurance company or agent signing this Certificate agrees to provide LOCAP LLC with thirty (30), days written notice prior to (i) making any changes to the listed policies or coverages that would have an adverse effect on LOOP's interest or, (ii) to the cancellation of any listed policies or coverages. Such notice shall be mailed to the attention of Vice President - Administration.

NAME OF INSURED: _____
 ADDRESS OF INSURED: _____
 TELEPHONE NUMBER: _____
 DESCRIPTION OF WORK OR SERVICE: _____
 IF WORKING DIRECTLY FOR LOCAP LLC, GIVE CONTRACT OR PURCHASE ORDER NUMBER(S): _____

 IF NOT, PLEASE NOTIFY THE NAME OF THE GENERAL CONTRACTOR: _____

COVERAGE	POLICY LIMITS	POLICY No. & INSURER(S)	DEDUCTIBLE	PERIOD OF COVERAGE
1. Worker's Compensation Employer's Liability Excess Maritime Employer's Liability	Statutory \$ _____ Each Accident & Disease \$ _____ Limits			
2. Commercial General Liability	\$ _____ Combined Single Limit or Personal Injury: \$ _____ Each Person \$ _____ Each Occurrence Property Damage: \$ _____ Each Occurrence \$ _____ Aggregate \$ _____ Products/Completed Operations \$ _____ Occurrence Basis or \$ _____ Claims			
3. Comprehensive Automobile Liability	\$ _____ Combined Single Limit, or Personal Injury: \$ _____ Each Person \$ _____ Each Occurrence Property Damage \$ _____ Each Occurrence			
4. Umbrella or Excess Liability	\$ _____			

FOR LOCAP USE ONLY: _____ REVIEWED AND ACCEPTED BY _____ DATE: _____

Please answer the following questions regarding the policies listed on the preceding page:

1. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

Does this policy contain:

- A. Alternate Employer Endorsement? () Yes () No
- B. Voluntary Compensation Endorsement? () Yes () No
- C. U.S. Longshore and Harbor Workers Compensation Endorsement? () Yes () No
- D. Provision that a claim "in rem" shall be treated as a claim "in personam"? () Yes () No
- E. Amendments to Coverage B Endorsement-Maritime including T.W.M. & C? () Yes () No
- F. Amendments to Voluntary Compensation Endorsement - Maritime Operations? () Yes () No

If Marine Coverage for employees is not provided hereunder, state policy where coverage is provided:

2. **COMMERCIAL GENERAL LIABILITY**

- A. Products and Completed Operations coverage? () Yes () No
- B. Broad form property damage liability including completed operations? () Yes () No
- C. Personal injury liability? () Yes () No
- D. If insured has contract with LOCAP LLC containing a "hold harmless" agreement, does policy cover such assumed liability? () Yes () No
- E. X, C, U Hazard exclusion, if applicable, deleted: () Yes () No
- F. Does policy include sudden and accidental pollution coverage? () Yes () No
Please provide copy of pollution coverage to LOCAP LLC
- G. Is watercraft exclusion deleted? () Yes () No
- H. Does policy provide that a claim "in rem" shall be treated as a claim "in personam"? () Yes () No

3. **COMPREHENSIVE AUTOMOBILE LIABILITY**

Does policy cover all owned, non-owned and hired automobiles? () Yes () No

4. **UMBRELLA OR EXCESS LIABILITY**

- A. Umbrella Form? () Yes () No
- B. Excess Form? () Yes () No
- C. Excess over all primary liability policies except _____

5. **ADDITIONAL INSURED**

- A. Do all policies listed on this certificate other than Part One include LOCAP LLC as an additional insured () Yes () No
If No, note exceptions: _____
- B. LOCAP LLC being named as an additional insured shall not preclude LOCAP LLC's rights of recovery under said policy(ies) () Yes () No

6. **WAIVER OF SUBROGATION**

Do all policies listed on this certificate contain a waiver of subrogation in favor of LOCAP LLC? () Yes () No
If No, note exceptions: _____

7. **PRIMARY**

Are all policies included in items 2 and 3, above, covering liabilities endorsed to State that such insurance shall be considered primary to any similar insurances which might also be provided by LOCAP LLC? () Yes () No
If No, note exceptions: _____

INSURANCE COMPANY: _____

Signature of Agent or Broker: _____

Date: _____

Address: _____

Telephone _____

The following LOOP Certificate of Insurance form is designed to be completed electronically as follows:

1. Download in Microsoft Word.
2. Use the "tab" key to move from field to field; make appropriate entries in the fields.
3. When complete, print for agent's signature.
4. Forward completed and signed form to LOOP.

Exhibit C to Tie-In Agreement DE-AC96-06P092788

Certificate of Insurance

LOOP LLC

Phone: (504) 368-5667

Fax: (504) 363-9208

Mailing Address:
 LOCAP LLC
 137 Northpark Blvd.
 Covington, LA 70433

Physical Address:
 LOCAP LLC
 137 Northpark Blvd.
 Covington, LA 70433

This is to certify that the following insurance policies are in full force and effect. The insurance company or agent signing this Certificate agrees to provide LOCAP LLC with thirty (30) days written notice prior to (i) making any changes to the listed policies or coverages that would have an adverse effect on LOOP's interest or, (ii) to the cancellation of any listed policies or coverages. Such notice shall be mailed to the attention of the Purchasing Department.

NAME OF INSURED: _____
 ADDRESS OF INSURED: _____
 TELEPHONE NUMBER: _____
 TYPE OF WORK OR SERVICES PROVIDED: _____

CONTACT: _____

COVERAGE	POLICY LIMITS	POLICY No. & INSURER	DEDUCTIBLE	PERIOD OF COVERAGE
Worker's Compensation <input type="checkbox"/> Form WC 00 00 01 A or <input type="checkbox"/> Equivalent Employers Liability	Statutory \$ Each accident \$ Disease-each employee \$ Disease-policy limit			
General Liability <input type="checkbox"/> Commercial or <input type="checkbox"/> Marine	\$ Each occurrence \$ General aggregate \$ Products-completed Operations Aggregate			
General Liability <input type="checkbox"/> Excess or <input type="checkbox"/> Umbrella	\$ Each occurrence \$ Aggregate			

PLEASE RESPOND TO THE ITEMS ON PAGE 2 REGARDING THE ABOVE POLICIES.

CERTIFICATE OF INSURANCE

Please mark all that apply:

Workers Compensation and Employers Liability Insurance

- Alternate Employer coverage
US Longshore & Harbor Workers Compensation Act coverage
Outer Continental Shelf Lands Act coverage
Maritime coverage*
* Marine coverage for employees is covered by a separate P&I policy...
Territorial extension to include the Gulf of Mexico
Waiver of Subrogation in favor of LOOP LLC
Coverage in Louisiana

Commercial or Marine General Liability Insurance

- Occurrence Basis
Claims Made Basis, please indicate ISO Form
Premises-Operations
Independent Contractors
Products-Completed Operations
Liability assumed under an insured contract
No endorsement or modification limiting the scope of coverage for liability arising from pollution
Watercraft exclusion deleted
Territorial extension to include the Gulf of Mexico
Waiver of Subrogation in favor of LOOP LLC
Additional Insured Status for LOOP LLC
Cross-liability coverage as provided under standard ISO forms' separation of insured clause
Primary insurance with respect to any other insurance or self-insurance programs afforded to LOOP LLC

Business Auto Coverage

- Owned auto
Non-owned and hired auto
Waiver of Subrogation in favor of LOOP LLC
Insured Status for LOOP LLC
Cross-liability coverage as provided under standard ISO forms separation of insured clause

Excess or Umbrella Insurance

- Excess
Umbrella
Excess over: Employers Liability, Commercial or Marine General Liability, Business Auto
Waiver of Subrogation in favor of LOOP LLC
Additional Insured Status for LOOP LLC
Cross-liability coverage as provided under standard ISO forms separation of insured clause
Primary insurance with respect to any other insurance or self-insurance programs afforded to LOOP LLC

INSURANCE COMPANY: _____

Address: _____

Telephone _____

Name of Agent or Broker: _____

Signature of Agent or Broker: _____

Date: _____