

## Auction Procedures

### AMID Crude Oil Services LLC Capacity Allocation Contracts (“CACs”)

Effective Date: June 20th, 2019

Supersedes Auction Procedures dated:

Terms and Conditions subject to Change:

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#### AMID Crude Oil Services LLC Capacity Allocations Contracts Auction

*These procedures set forth the terms and conditions under which AMID Crude Oil Services LLC (“AMID”) and Matrix Markets III, LLC (Matrix”) will facilitate the auction of AMID Capacity Allocation Contracts (“CACs”) providing the legal right to store crude oil in the quantity of 1,000 barrels for a specified calendar month (the delivery month) in the AMID Cushing, Oklahoma Storage facility, subject to the AMID Cushing, Oklahoma Facility Terminal Services Agreement (“TSA”), which may be amended from time to time by AMID.*

#### General Framework

AMID CACs will be sold by AMID to market participants (“Participants”) through an auction hosted by Matrix (an “Auction”), which will involve the sale of AMID CACs for particular delivery months. The Auction will be hosted on an electronic auction platform hosted by Matrix (the “Auction Platform”).

Winners in the Auction will acquire AMID CACs, which AMID will honor in the specified delivery month in accordance with the TSA.

AMID CACs will be defined as follows:

AMID Crude Oil Storage Agreements (COSAs) which are physical agreements that require storage capacity at AMID for the specified month of delivery awarded in Auction and are traded bilaterally in the physical market.

### Participant Requirements

To be eligible to participate in the Auction the Participant will have to complete all Matrix documentation as well as agree to the Terms and Conditions of the Auction. The Participant will also have to agree to all Terms and Conditions by *AMID* as it relates to the Auction and the TSA, for the *AMID* Cushing, Oklahoma Facility. *AMID* and/or Matrix have the right to refuse access to any Participant.

Auctions will be held on the dates and at the times announced by Matrix. As of the date of these procedures, Matrix is holding an Auction on the first Tuesday of every month and each Auction will open at 10:00 AM Chicago Time and close at 10:30 AM Chicago Time. When applicable, alternative dates (and/or times) will be announced by Matrix on days designated as holidays or otherwise as needed. Prior to each auction, Matrix will post the quantity of CACs to be auctioned on the Matrix website as well as an email to all registered participants.

After the close of an Auction, *AMID* will not sell additional *AMID* CACs with expiration in the same delivery month except during subsequent Auctions. Any unsold CACs will not be re-offered to the market by *AMID* outside of a scheduled Auction, except for any CACs for which the Participant fails to deliver settlement funds, as discussed below.

### Secondary Transactions

Parties to TSAs at *AMID*'s Cushing, Oklahoma facility (other than *AMID* itself) may not sell *AMID* CACs in Auctions. However, a participant is allowed to trade the *AMID* CACs in the secondary market without notifying either *AMID* or Matrix beforehand, provided that the other transacting party has completed the required documentation from *AMID* and Matrix. After the completion of a secondary transaction both parties must notify Matrix of the transaction's volume, delivery month and counterparty through the Matrix.Global online portal.

### AMERICAN MIDSTREAM

*AMID*'s participation in the Auctions shall be limited to offering for sale *AMID* CACs. *AMID* shall not trade the *AMID* CACs outside the Auctions.

### Bids

All bids posted in the Auction for AMID Crude Oil Services LLC CACs **ARE BINDING** upon the close of the Auction and subsequent award and require no further action by the bidder in order to be accepted.

Each bid for *AMID* CACs must be expressed as the number of *AMID* CACs requested at the bid's price per barrel of storage capacity.

Participants and Authorized Brokers may submit bids through the Auction Platform.

### Price Characteristics of Bids

From time to time, *AMID* may announce a minimum accepted bid price for a CAC. The minimum accepted bid price shall be announced in advance of the auction. As of the date of these procedures, the minimum accepted bid price is 10 cents (\$0.10) per barrel of storage. Bid increments shall be no less than one cent (\$0.01). The minimum accepted bid volume for *AMID* CACs is no less than ten (10) contracts.

The minimum batch size for the facility is twenty thousand (20,000) barrels. *AMID* is not responsible if the amount of storage owned by a customer is less than the minimum batch size during the delivery month.

Any subsequent modifications to bidding prices and volumes shall be announced in advance of the Auction.

Participants will submit bids for an Auction through the Auction Platform beginning with the opening of the Auction and until the Auction closes, during which period the Auction Platform will display all quantities of *AMID* CAC's in waterfall style based on bid price and time priority.

#### Allocation

Matrix will sort the bids for CACs. Matrix will then identify the Auction's CACs Transaction Price (the "CTP"), which will be the lowest price that is sufficient to satisfy the volume of CACs offered by *AMID*. All bids that express a price equal or higher to the CTP will be awarded at the CTP.

Matrix will rank bids based on price and time priority, in order from earliest to latest submission. The earliest bid expressing the CTP, but for which the full quantity requested cannot be satisfied, will be awarded with the remaining *AMID* CACs at the CTP.

#### Example Bid Set and Auction Results

The following CAC bids would be considered:

AMERICAN MIDSTREAM CAC Bids and Results				
	<i>Price</i>	<i>Volume Requested</i>	<i>Auction Award Volume</i>	<i>CTP</i>
<i>Bidder F</i>	\$0.30	1,000	1,000 <i>AMID</i> CACs	\$0.15
<i>Bidder G</i>	\$0.25	1,000	1,000 <i>AMID</i> CACs	\$0.15
<i>Bidder H</i>	\$0.20	1,000	1,000 <i>AMID</i> CACs	\$0.15
<i>Bidder I</i>	\$0.15	1,000	500 <i>AMID</i> CACs	\$0.15
<i>Bidder J</i>	\$0.10	1,000	None	
	Total Award Volume:		3,500 <i>AMID</i> CACs	

#### Post-Auction Processes

Matrix will promptly inform *AMID* of the Auction results, subject to applicable laws and regulations, via electronic communication.

Matrix will post the Auction results, including awarded volumes and the CTP, on the Matrix website or such other communication venue as *AMID* and Matrix deem appropriate.

#### Auction Participation Limits

From time to time, *AMID* may announce limits on the total amount of CACs it will award to a single bidder. As of the date of these procedures, *AMID* will determine the percentage of CACs that are offered during any Auction to a single bidder on a month-by-month basis.

Payment and Transfer Mechanics for *AMID* CACs and Auction Platform Transaction Fee for Matrix

*AMID* shall specify the payment terms for all CACs awarded in the Auction. As of the date of these procedures, the awarded CACs will be paid for in full by 10:00 AM Chicago Time on the second business day following the Auction (the “Payment Date”). Payments must be made by wire into the *AMID* account detailed below. Included in this payment will be the Matrix transaction fee of \$0.01 per barrel, which will be collected by *AMID* and made payable to Matrix.

Failure to deliver settlement funds for CACs by 10:00 AM of the Payment Date will be handled as follows:

*AMID* will provide Matrix with information on the delinquent Participant.

Matrix will contact the Participant and initiate a three (3)-business day cure period to allow for resolution and tender of settlement funds.

If settlement funds are not delivered by the end of the period or the delinquent Participant acknowledges that it is not going to deliver settlement funds by the end of the period, Matrix reserves the right to cancel the transaction and prohibit the delinquent Participant from participating in the next three (3) Auctions.

Any CAC volume that is cancelled pursuant to this section may be marketed to winning bidders by Matrix following the auction.