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Gas Services Department  
Railroad Commission of Texas

**Texas No. 102.10.0**  
(Cancels Texas No. 102.9.0)

**NuStar Logistics, L.P.**

Containing the Rates, Rules, and Regulations  
Governing the Intrastate Transportation  
by Pipeline of  
**CRUDE PETROLEUM**  
(As Defined Herein)

| From                                            | To                                                                               | Rate in Dollars Per Barrel of 42 U.S. Gallons                                                                                                                     |              |
|-------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| Three Rivers Station,<br>Live Oak County, Texas | Valero Corpus Christi<br>Refinery, Nueces County,<br>Texas                       | [I] \$0.9772                                                                                                                                                      |              |
| Three Rivers Station,<br>Live Oak County, Texas | Valero Corpus Christi<br>Refinery, Nueces County,<br>Texas                       | Incentive Rates (Note 3)                                                                                                                                          |              |
|                                                 |                                                                                  | Base Rate: 0 to 40,000 BPD                                                                                                                                        | [I] \$0.8736 |
|                                                 |                                                                                  | Incentive Rate 1: 40,001 to 75,000<br>BPD                                                                                                                         | [I] \$0.6049 |
|                                                 |                                                                                  | Incentive Rate 2: 75,001 to 100,000<br>BPD                                                                                                                        | [I] \$0.5376 |
|                                                 |                                                                                  | Incentive Rate 3: 100,001 to 127,500<br>BPD                                                                                                                       | [I] \$0.4705 |
|                                                 |                                                                                  | Incentive Rate 4: If the daily<br>throughput average for a given month<br>exceeds 127,500 BPD, all barrels<br>moved in that month will be billed at<br>this rate. | [I] \$0.6371 |
| Three Rivers Station,<br>Live Oak County, Texas | (Via Oakville, Texas) Valero<br>Corpus Christi Refinery,<br>Nueces County, Texas | [I] \$1.4509 Note 1, Note 2                                                                                                                                       |              |

Note 1: Rate is on a space-available basis on pipelines from Oakville to Corpus Christi for shippers with a T&D volume of at least 40,000 BPD and will not count towards any history for purposes of apportioning or any incentive discounts.

Note 2: Special Rule 22 applies to the transportation of Crude Petroleum from Three Rivers Station. Live oak County, Texas to (Via Oakville, Texas) Valero Corpus Christi Refinery, Nueces County, Texas

Note 3: The Incentive Rates are applicable to an Incentive Shipper contracting for a minimum guaranteed volume of 40,000 barrels per day for a ten (10) year term.

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

NuStar Logistics, L.P. P-5 Permit # 616747; P-4 Permit # 08596

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Symbols: [I] Increase [W] Change in wording only [D] Decrease [U] Unchanged rate [C] Cancel

## Rules and Regulations

### Section I

Carrier (herein generally referred to as "the pipeline", in this tariff) will accept crude petroleum (referred to variously in this tariff as "marketable oil", "crude oil", "crude", "oil", and "marketable oil", and defined in Rule 1 below) for intrastate transportation by pipeline from the point of origin to the point of destination named in this tariff, subject to the following rules and regulations:

#### Rule 1. All Marketable Oil To Be Received For Transportation

By the term "marketable oil" is meant any crude petroleum adapted for refining or fuel purposes, properly settled and containing not more than two percent of basic sediment, water, or other impurities above a point six inches below the pipeline connection with the tank. Pipelines shall receive for transportation all such "marketable oil" tendered; but the pipeline shall not be required to receive for shipment from any one person an amount exceeding 3,000 barrels of petroleum in any one day; and, if the oil tendered for transportation differs materially in character from that usually produced in the field and being transported there from by the pipeline, then it shall be transported under such terms as the shipper and the owner of the pipeline may agree or the Railroad Commission of Texas ("Commission") may require,

#### Rule 2. Basic Sediment, How Determined - Temperature

In determining the amount of sediment, water, or other impurities, the pipeline is authorized to make a test of the oil offered for transportation from an average sample from each such tank, by the use of centrifugal machine, or by the use of any other appliance agreed upon by the pipeline and the shipper. The same method of ascertaining the amount of the sediment, water, or other impurities shall be used in the delivery as in the receipt of oil. The pipeline shall not be required to receive for transportation, nor shall consignee be required to accept as a delivery, any oil of a higher temperature than 90 degrees Fahrenheit, except that during the summer oil shall be received at any atmospheric temperature, and may be delivered at like temperature. Consignee shall have the same right to test the oil upon delivery at destination that the pipeline has to test before receiving from the shipper.

#### Rule 3. "Barrel" Defined

For the purpose of these rules, a "barrel" of crude petroleum is declared to be 42 gallons of 231 cubic inches per gallon at sixty degrees Fahrenheit (60°F.).

#### Rule 4. Oil Involved In Litigation, Etc. - Indemnity Against Loss

When any oil offered for transportation is involved in litigation, or the ownership is in dispute, or when the oil appears to be encumbered by lien or charge of any kind, the pipeline may require of shippers an indemnity bond to protect it against all loss.

#### Rule 5. Storage

The pipeline shall provide, without additional charge, sufficient storage, such as is incident and necessary to the transportation of oil, including storage at destination or so near thereto as to be available for prompt delivery to destination point, for five days from the date of order of delivery at destination.

#### Rule 6. Identity Of Oil, Maintenance Of Oil

The pipeline may deliver to consignee, either the identical oil received for transportation, subject to such consequences of mixing with other oil as are incident to the usual pipeline transportation, or it may make

delivery from its common stock at destination; provided, if this last be done, the delivery shall be of substantially like kind and market value,

**Rule 7. Minimum Quantity To Be Received**

The pipeline shall not be required to receive less than one tank carload of oil when oil is offered for loading into tank cars at destination of the pipeline. When oil is offered for transportation for other than tank car delivery, the pipeline shall not be required to receive less than 500 barrels.

**Rule 8. Gathering Charges**

The pipeline currently has no charges for gathering of the oil, for transportation, and for delivery.

**Rule 9. Gauging, Testing And Deductions**

Reference Commission Special Order No. 20-63, 098, Effective June 18, 1973.)

a. All crude oil tendered to the pipeline for transportation shall be gauged and tested by a representative of the pipeline prior to its receipt by the pipeline. The shipper may be present or represented at the gauging and testing. Quantities shall be computed from correctly compiled tank tables showing 100% of the full capacity of the tanks, and adjustments shall be made for temperature from the nearest whole number degree to the basis of 60°F and to the nearest 5/10 API degree gravity in accordance with the volume correction Tables 5A and 6A contained in API Standard 2540, American Society for Testing Materials 01250, Institute of Petroleum 200, first edition, August 1980. The pipeline may deduct the basic sediment, water, and other impurities as shown by the centrifugal or other test agreed upon; and 1% for evaporation and loss during transportation. The net balance shall be the quantity deliverable by the pipeline.

b. The gauging and testing of oil by the pipeline representative is directed toward and intended to require tank measurement of produced crude prior to the transfer of custody to the initial transporter from a producing property. A transfer of custody of crude between transporters is subject to measurement as agreed upon by the transporters.

**Rule 10. Delivery and Demurrage**

The pipeline shall transport oil with reasonable diligence, considering the quality of the oil, the distance of transportation and other material elements, but at any time after receipt of a consignment of oil, upon 24 hours notice to the consignee may offer oil for delivery from its common stock at the point of destination, conformable to Rule 6 of this tariff, at a rate not exceeding 10,000 barrels per day of 24 hours. Computation of time of storage (as provided for in Rule 5 of this tariff) shall begin at the expiration of such notice. At the expiration of the time allowed in Rule 5 of this tariff for storage at destination, the pipeline may assess a demurrage charge on oil offered for delivery and remaining undelivered, at a rate for the first 10 days of [U] \$.001 per barrel and thereafter at a rate of [U] \$.0075 per barrel, for each day of 24 hours or fractional part thereof.

**Rule 11. Unpaid Charges, Lien For And Sale To Cover**

The pipeline shall have a lien on all oil to cover charges for transportation, including demurrage, and it may withhold delivery of oil until the charges are paid. If the charges shall remain unpaid for more than 5 days after notice of readiness to deliver, the pipeline may sell the oil at public auction at the general office of the pipeline on any day not a legal holiday. The date for the sale shall be not less than 48 hours after publication of notice in a daily newspaper of general circulation published in San Antonio, Texas, the city where the general office of the pipeline is located. The notice shall give the time and place of the sale, and the quantity of the oil to be sold. From the proceeds of the sale, the pipeline may deduct all charges lawfully accruing, including demurrage, and all expenses of the sale. The net balance shall be paid to the person lawfully entitled thereto.

**Rule 12. Notice Of Claims**

Notice of claim for loss, damage, or delay in connection with the shipment of oil must be made in writing to the pipeline within 91 days after the damage, loss, or delay occurred. If the claim is for failure to make delivery, the claim must be made within 91 days after a reasonable time for delivery has elapsed.

**Rule 13. Telephone - Telegraph Line - Shipper To Use**

If the pipeline maintains a private telegraph or telephone line, a shipper may use it without extra charge, for messages incident to shipments. However, the pipeline shall not be held liable for failure to deliver any messages away from its office or for delay in transmission or for interruption of service.

**Rule 14. Contracts of Transportation**

When a consignment of oil is accepted, the pipeline shall give the shipper a run ticket, and shall give the shipper a statement that shows the amount of oil received for transportation, the points of origin and destination, corrections made for temperature, deductions made for impurities, and the rate for such transportation.

**Rule 15. Shipper's Tanks, Etc. - Inspection**

When a shipment of oil has been offered for transportation, the pipeline shall have the right to go upon the premises where the oil is produced or stored, and have access to any and all tanks or storage receptacles for the purpose of making any examination, inspection, or test authorized by these Rules and Regulations.

**Rule 16. Offers In Excess Of Facilities**

If oil is offered to the pipeline for transportation in excess of the amount that can be immediately transported, the transportation furnished by the pipeline shall be apportioned among all shippers in proportion to the amounts offered by each; but no offer for transportation shall be considered beyond the amount which the person requesting the shipment then has ready for shipment by the pipeline. The pipeline shall be considered as a shipper of oil produced or purchased by itself and held for shipment through its line, and its oil shall be entitled to participate in such apportionment.

**Rule 17. Interchange Of Tonnage**

Pipelines shall provide the necessary connections and facilities for the exchange of tonnage at every locality reached by two or more pipelines, when the Commission finds that a necessity exists for connection, and under such regulations as said Commission may determine in each case.

**Rule 18. Receipt And Delivery - Necessary Facilities For**

The pipeline shall install and maintain facilities for the receipt and delivery of marketable crude petroleum of shippers at any point on its line if the Commission finds that a necessity exists therefor, and under regulations by the Commission.

**Rule 19. Report Of Loss From Fires, Lightning. And Leakage**

- a. The pipeline shall immediately notify the Commission, by telegraph, telephone, or letter, of each fire that occurs at any oil tank owned or controlled by the pipeline, or of any tank struck by lightning. The pipeline shall in like manner report each break or leak in any of its tanks or pipelines from which more than 5 barrels escape. The pipeline shall report in writing to the Commission, by the fifteenth day of each calendar month, the estimated amount of loss of oil by fire or leakage from its tanks and pipelines for the preceding month; but not including leakage or evaporation ordinarily incident to transportation.

b. No risk of fire, storm, flood, or act of God, and no risk resulting from riot, insurrection, rebellion, war, or act of the public enemy, or from quarantine or authority of law or any order, requisition or necessity of the government of the United States in time of war, shall be borne by the pipeline, nor shall any liability accrue to it from any damage thereby occasioned. If loss of any crude oil from such causes occurs after the oil has been received for transportation, and before it has been delivered to the consignee, the shipper shall bear a loss in such proportion as the amount of his shipment is to all of the oil held in transportation by the pipeline at the time of such loss, and the shipper shall be entitled to have delivered only such portion of his shipment as may remain after a deduction of his due proportion of such loss, but in such event the shipper shall be required to pay charges only on the quantity of oil delivered. This rule shall not apply if the loss occurs because of negligence of the pipeline.

**Rule 20. Unloading Charges**

a. All shipments unloaded from tank trucks into the pipeline's trunk line facilities, if any, will be subject to a charge. The pipeline currently has no charges for shipments unloaded from tank trucks. All shipments unloaded from tank trucks into the pipeline's gathering facilities, if any, will be subject to the applicable gathering charge for said gathering facility. The pipeline currently has no trunk line or gathering facilities on the pipeline.

b. Such charges will be in addition to all other transportation charges.

**Rule 21. Tenders; Minimum Quantity**

a. Marketable oil will be transported by the pipeline only under a tender accepted by the pipeline. Any shipper desiring to tender marketable oil for transportation shall make such tender to the pipeline in writing on or before the 20th day of the month preceding the month during which the transportation under the tender is to begin; except that, if space is available for current movement and at the sole discretion of the pipeline, a shipper may tender marketable oil for transportation after the 20th day of the month preceding the month during which the transportation under the tender is to begin. All tenders shall be confirmed in writing prior to the end of the month during which transportation of the marketable oil tendered is begun.

b. Tenders for the transportation of marketable oil for which the pipeline has facilities will be accepted into the pipeline under the tariff in quantities of not less than ten thousand (10,000) barrels aggregate from one shipper to one consignee and destination as operations permit and provided such marketable oil is of similar quality and characteristics as is being transported from receipt point to destination point.

**Rule 22. Application Of Rates**

Marketable oil accepted for gathering and/or transportation shall be subject to the rates in effect on the date of receipt by the pipeline, irrespective of the date of the tender.

**Rule 23. Pumping Service**

For loading aboard tank cars or delivery to shippers' or consignees' tanks where the receiving station has to perform additional pumping service, if available, an additional charge per barrel will be made. The pipeline currently has no pumping services available.

**Rule 24. Storage Of Marketable Oil In Transit**

a. Marketable oil tendered for shipment, under tariffs making reference hereto, to established destinations may, by request of the shipper or consignee on the original tender or shipping order, or by order for diversion or reconsignment en route, be stored in tanks furnished by the shipper or consignee at points on the lines of the pipeline when intermediate to the destination shown on the tender of shipment, subject to the conditions provided in this rule.

b. All lawful transportation charges from point of origin to the storage point published in tariffs on file with the Commission shall be paid upon delivery of marketable oil into the tanks at storage point or may be required in advance of such transportation, at the option of the pipeline.

In the absence of a through rate from point of origin to the storage point, the rate to the next point beyond shall be applied.

Shipments not forwarded to destination within 30 days after being placed in storage will be subject to a charge for stopover services of one cent per barrel in addition to all other transportation charges. Such charge shall be payable when shipment has remained in storage for a period of 30 days.

Transportation charges on marketable oil stopped, stored, and subsequently forwarded to destination within a period not exceeding two years from date of original shipment shall be assessed at the balance of the through rate from the original point of origin to final destination, via the storage point, in effect on the date of original shipment.

Marketable oil disposed of locally will be subject to the local rate into the storage point and marketable oil forwarded from storage point within the specified time will be subject to the local rate into, and out of, the storage point published in the pipeline's tariffs.

c. Upon delivery of marketable oil into storage tanks, its custody and possession shall be that of the shipper or consignee and not that of the pipeline, and the pipeline shall not be liable for loss of or damage to such marketable oil while in storage. However, the pipeline reserves the right to gauge and examine such marketable oil from time to time as desired while it is in said tanks.

d. When the marketable oil is tendered for forwarding to destination a new tender must be issued making proper reference by number and date to the original tender or shipping order for shipment.

#### Rule 25. Specifications As To Quality And Legality Of Shipments

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

a. Marketable oil having vapor pressure in excess of eight (8) pounds above a temperature of 100 degrees Fahrenheit and/or an API gravity in excess of 90 degrees.

b. Marketable oil where the shipper or consignee has failed to comply with all applicable laws, rules, and regulations made by any governmental authority regulating shipments of marketable oil.

c. Marketable oil where the sulfur content is greater than .45% by weight.

d. Marketable oil when the 1050°F + residue content is in excess of 12% by volume.

#### Special Rules

##### Section II

Special Rule 1. Definitions

|                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| API                                 | American Petroleum Institute.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| API Gravity                         | Gravity determined in accordance with ASTM designation and expressed in degrees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Assay                               | A laboratory analysis of crude petroleum to include API gravity, Reid vapor pressure, pour point, sediment and water content, sulfur content, viscosity at 100 degrees Fahrenheit, and other characteristics as may be required by the pipeline.                                                                                                                                                                                                                                                                                                                 |
| ASTM                                | American Society for Testing Materials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Carrier                             | NuStar Logistics, L.P.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Common Stream                       | Crude petroleum moved through the pipeline and pipeline facilities which is commingled or intermixed with crude petroleum of like quality and characteristics as may be determined by the pipeline based on crude petroleum assays and other pertinent analytical data.                                                                                                                                                                                                                                                                                          |
| Connecting Carrier                  | A connecting pipeline company as named or referred to herein.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Consignee                           | The party to whom a shipper has ordered the delivery of crude petroleum.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Crude Petroleum                     | "Marketable Oil" that is the direct liquid hydrocarbon production from oil or gas wells, or blend of such, in its natural form, not having been enhanced or altered in any manner or by any process that would result in misrepresentation of its true value for adaptability to refining as a whole crude petroleum or for acceptability to be commingled with other crude petroleum. For purposes herein, crude petroleum shall also include synthetic crude oils derived or produced by chemical or physical transformation of oil shale, coal, or oil sands. |
| Incentive Shipper                   | A Shipper that is a party to a Throughput and Deficiency Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Segregated Batch                    | A tender of crude petroleum having specific identifiable characteristics which is moved through the pipeline and pipeline facilities so as to maintain its identity.                                                                                                                                                                                                                                                                                                                                                                                             |
| Shipper                             | A party who contracts with the pipeline for transportation of crude petroleum, as defined herein and under the terms of this tariff.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Tender                              | A nomination by a shipper to the pipeline of a stated quantity and grade of crude petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.                                                                                                                                                                                                                                                                                                                     |
| Throughput and Deficiency Agreement | An effective Throughput and Deficiency Agreement executed between Carrier and an Incentive Shipper for the provision of service under this tariff.                                                                                                                                                                                                                                                                                                                                                                                                               |

**Special Rule 2. Crude Petroleum, Acceptance Of**

- A. The pipeline reserves the right to reject crude petroleum containing more than one percent (1%) of basic sediment, water, and other impurities, except that:
1. If required by operating conditions, the pipeline may reject crude petroleum containing less than one\_percent (1%) of basic sediment, water, and other impurities.
  2. Sediment and water limitations of a connecting carrier may be imposed upon the pipeline when such limits are less than that of the pipeline, in which case the limitations of the connecting carrier will be applied.
- B. No crude petroleum will be accepted for transportation which has a pour point greater than 40 degrees Fahrenheit or viscosity greater than 60 Saybolt Universal Seconds at 100 degrees Fahrenheit unless under terms and conditions acceptable to the pipeline.
- C. No crude petroleum will be accepted for transportation as part of a common stream unless it is readily susceptible to transportation through the pipeline's existing facilities, and will not materially affect the quality of the crude petroleum being transported as the common stream. Upon request of the pipeline, shippers are required to furnish crude petroleum assays of individual leases and/or Bills of Lading or other documentation acceptable to the pipeline evidencing the origin of the crude petroleum from individual oil or gas wells. If it is determined that the crude petroleum tendered for transportation differs materially in character from that being transported by the pipeline, then such crude petroleum will only be transported in accordance with these rules and regulations and under such terms to which the pipeline and shipper may agree. The pipeline will make final determination of which grades of crude petroleum will be regularly transported as a common stream on the pipeline's system.
- D. If, upon investigation, the pipeline determines that a shipper has delivered to the pipeline's facilities 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, arsenic, lead, and/or other metals, such shippers will be excluded from further entry into applicable segments of the pipeline system until such time as quality specifications are met to the satisfaction of the pipeline.

**Special Rule 3. Additives**

The pipeline reserves the right to require, approve, or reject the injection of corrosion inhibitors, viscosity, or pour point depressants or other such additives in crude petroleum to be transported.

**Special Rule 4. Storage**

The pipeline has working tanks incident to transportation of crude petroleum, and unless otherwise specifically provided for in a specific tariff, the pipeline does not have facilities for rendering, nor does it offer a storage service.

**Special Rule 5. Receipt Facilities Required**

Where crude petroleum to be shipped requires transportation in a segregated batch, shipper or consignee shall be responsible for providing tankage to meet minimum tender requirements as provided in Rule 22 at a point where the pipeline facilities are available for receipt and transportation of such crude petroleum batches.

**Special Rule 6. Destination Facilities Required**

The pipeline will refuse to accept crude petroleum for transportation unless satisfactory evidence is furnished that the shipper or consignee has provided the necessary facilities for the prompt receiving of said crude petroleum batches. If the shipper or consignee is unable or refuses to receive said crude petroleum as it arrives at destination, the pipeline reserves the right to make those arrangements for disposition of the crude petroleum it deems appropriate in order to clear the pipeline. Any additional expenses incurred by the pipeline in making such arrangements shall be borne by the shipper or consignee.

**Special Rule 7. Title**

The pipeline shall have the right to reject any crude petroleum which, when tendered for transportation, 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, and the pipeline may require of the shipper satisfactory evidence of the shipper's perfect and unencumbered title or satisfactory indemnity bond to protect the pipeline. By tendering crude petroleum, the shipper warrants and guarantees that it has good title thereto and agrees to hold the pipeline harmless for any and all loss, cost, liability, damage, and/or expense resulting from failure of title thereto; provided, that acceptance for transportation shall not be deemed a representation by the pipeline as to title.

**Special Rule 8. Gauging, Testing, And Deductions Of**

- A. Crude petroleum tendered to the pipeline for transportation shall be measured by tank gauges and computations made from 100% of the full capacity of the tanks, or by mutually accepted automatic custody transfer facilities. Shipper and consignee shall have the privilege of being present or represented during measuring and testing of shipments by the pipeline.
- B. Corrections will be made for temperature from observed degrees Fahrenheit to 60 degrees Fahrenheit, The pipeline will deduct the full amount of sediment, water, and other impurities as the centrifugal or other tests may show.
- C. All receipts of crude petroleum and indirect liquid products having an API gravity of 45° or above shall also be subject to a deduction to cover the shrinkage and incremental evaporation resulting from the mixture thereof, in the pipeline'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:

**Deduction for**

| API Gravity, Degrees | Incremental Evaporation<br>and Shrinkage |
|----------------------|------------------------------------------|
| 44.9 through 49.9°   | 0.5 %                                    |
| 50.0 through 59.9°   | 1.0%                                     |
| 60.0 through 74.9°   | 2.0%                                     |
| 75.0 and above       | 3.0%                                     |

- D. After consideration of all of the factors set forth in this Special Rule 8, a net balance will be determined as the quantity deliverable by the pipeline, and transportation charges will be assessed on this net balance.

**Special Rule 9. Evidence Of Receipts And Deliveries**

Crude petroleum received from shipper and crude petroleum delivered to consignee shall, in each instance, be evidenced by tickets or the pipeline's statements containing data essential to the determination of quantity.

#### Special Rule 10. Mixing In Transit

The pipeline shall not be liable to shipper for changes in gravity or quality of shipper's crude petroleum which may occur from commingling or intermixing shipper's crude petroleum with other crude petroleum in the same common stream while in transit the pipeline is not obligated to deliver to shipper the identical crude petroleum tendered by shipper. The pipeline will deliver the grade of crude petroleum it is regularly transporting as a common stream.

The pipeline shall have no responsibility in, or for, any revaluations or settlements which may be deemed appropriate by shippers and/or consignees because of mixing or commingling of crude petroleum shipments between the receipt and delivery of such shipments by the pipeline within the same common stream.

#### Special Rule 11. Duty Of The Pipeline

The pipeline shall not be required to transport crude petroleum except with reasonable diligence, considering the quality of the crude petroleum, the distance of transportation and other material elements, and will not accept crude petroleum to be transported in time for any particular market.

#### Special Rule 12. Claims

Notice of claims for loss or damage in connection with shipments must be made to the pipeline in writing within nine (9) months and one day after same shall have accrued, or, in case of failure to make delivery, within nine (9) months and one day after a reasonable time for delivery shall have elapsed. Such claims, fully amplified, must be filed with the pipeline within nine (9) months and one day thereafter, and unless so made and filed, the pipeline shall be wholly released and discharged therefrom and shall not be liable therefore in any court of justice. No suit at law or in equity shall be maintained upon any claim unless instituted within two (2) years and one (1) day after the cause of action accrued. 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.

#### Special Rule 13. Application Of Rates From And To Intermediate Points

For crude petroleum accepted for transportation from any point on the pipeline's lines not named in a particular tariff which is intermediate to a point from which rates are published there, through such unnamed point, the pipeline will apply from such unnamed point the rate published therein from the next more distant point specified in such tariff. For crude petroleum accepted for transportation to any point not named in a particular tariff which is intermediate to a point to which rates are published in said tariffs, through such named point, the rate published therein to the next more distant point specified in the tariff will apply. The pipeline does not currently have facilities for, nor does it offer intermediate point receiving or delivery services.

#### Special Rule 14. Line Fill And Tank Bottom Inventory Requirements

The pipeline may require each shipper to supply a prorata share of crude petroleum necessary for pipeline and tankage fill to ensure efficient operation of the pipeline system prior to delivery. Crude petroleum provided by shippers for this purpose may be withdrawn only after: (1) shipments have ceased and shippers have notified the pipeline in writing to discontinue shipments in the pipeline's system, and (2) shipper balances have been reconciled between shippers and the pipeline. The pipeline, at its discretion, may require advance payment of transportation charges on the volumes to be cleared from the pipeline's system,

and any unpaid accounts receivable, before final delivery will be made. The pipeline shall have a reasonable period of time from the receipt of said notice to complete administrative and operational requirements incidental to shipper withdrawal.

#### Special Rule 22 Gravity Banks and Sulfur Banks

Carrier has established Gravity and Sulfur Banks to calculate, collect, and remit monetary adjustments among all Shippers Tendering within the Common streams from changes in gravity and sulfur which result from Common stream operations. Each Shipper on the pipeline will be required as a condition of Nominating Crude Petroleum, to participate in Carrier's Gravity and Sulfur Banks. Each Shipper agrees to pay the Carrier or its agent the computed gravity and sulfur adjustments due from such Shipper in accordance with this tariff. An explanation of the Gravity and Sulfur Banks is provided in NuStar's Gravity and Sulfur Banks Handbook, dated March 24, 2014, a copy of which is available upon request to the person listed on the title page as being responsible for compiling and issuing this tariff.