

**NuStar Permian Transportation and Storage, LLC
LOCAL PIPELINE TARIFF**

PERMIAN EXPANSION NO. TWO

Rules, Regulations and Rates

Applying On Interstate Transportation of

CRUDE PETROLEUM

From
POINTS IN TEXAS
To
POINTS IN TEXAS

Filed in compliance with 18 C.F.R. §[N] 342.3 (Indexing) [C] 341.3 (~~Form of Tariff~~).

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Subject to Rules and Regulations shown on Pages 3 through 12.

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

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NuStar Permian Transportation and Storage, LLC
RULES AND REGULATIONS
GOVERNING CRUDE TRANSPORTATION BY PIPELINE

Rule 5 Definitions

“Barrel” means a volume of forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and zero (0) gauge pressure if the vapor pressure of the petroleum is at or below atmospheric pressure, or at equilibrium vapor pressure if the vapor pressure of the petroleum is greater than atmospheric pressure.

“Carrier” means NuStar Permian Transportation and Storage, LLC.

“Carrier’s CC Facilities” means Carrier’s facilities in or around Colorado City, Mitchell and Scurry Counties, Texas and also serves as a Destination Point.

“Commencement Date” means the date on which the Expansion Pipeline System is substantially completed and ready to provide transportation services in accordance with the terms of this tariff and the Transportation Services Agreement, if applicable.

“Committed Rate” means the rate set out in the Table of Rates herein paid by a Committed Shipper pursuant to a Transportation Services Agreement.

“Committed Shipper” means a Shipper that has an executed Transportation Services Agreement.

“Consignee” means the party, including a connecting pipeline system, to whom Shipper has ordered delivery of Crude Petroleum.

“Crude Petroleum” means the direct liquid product of oil wells or a mixture of the direct liquid products of oil wells with indirect liquid products and being similarly transportable as the direct products, provided that such mixture does not contain more than one percent (1%) of sediment, water, and other impurities.

“Delivery” means the transfer of custody of Crude Petroleum from Carrier at a Destination Point to Consignee.

“Destination Point” means the inlet flange of a destination point set out in the Table of Rates.

“Expansion Pipeline System” means the expansion pipeline system, including all appurtenances thereto, for which Carrier held the Open Season seeking volume commitments on the expansion capacity being made available pursuant to the expansion project to construct the expansion pipeline system and which capacity is not part of the capacity available on the Original System. The Expansion Pipeline System was constructed in three phases ((i) Big Spring Terminal Inlet, (ii) Colorado City Mainline Expansion and (iii) County Line Loop), has an operating capacity of approximately 70,000 Barrels per day and is used by Carrier to transport Crude Petroleum pursuant to this tariff, as such tariff may be amended or supplemented by Carrier from time to time or at any time.

“FERC Index” means the “Multiplier to Use” as published by the Federal Energy Regulatory Commission under the title “Oil Pipeline Index,” and is currently published in the month of July of each year and is currently published on the Internet at <http://www.ferc.gov/industries/oil/gen-info/pipeline-index.asp>.

“Nomination” means a request by Shipper to Carrier to transport a stated quantity of Crude Petroleum on the Expansion Pipeline System for the account of such Shipper in any month.

“Notice of Intent to Ship” has the meaning set out in Rule 90 herein.

“Open Season” means that open season held by Carrier beginning on January 9, 2018 to obtain volume commitments on the Expansion Pipeline System, and any supplemental open season held by Carrier to obtain additional volume commitments on the Expansion Pipeline System prior to the Commencement Date.

“Origin Point” means an origin point set out in the Table of Rates.

“Original System” means the pipeline system, including all appurtenances thereto, used by Carrier to transport Crude Petroleum pursuant to Carrier’s rules, regulations and rates tariff on file and in effect at the U.S. Federal Energy Regulatory Commission as F.E.R.C. No. 1. 7 .0, as such tariff may be amended or supplemented by Carrier from time to time or at any time, which was the subject of an open season held by Carrier that commenced on September 18, 2013, and that was subsequently extended and supplemented, or pursuant to the open season held by Carrier that commenced on January 26, 2017, with an operating capacity of approximately 170,000 Barrels per day.

“Permian Expansion No. Two Proration Policy” has the meaning set out in Rule 65 herein.

“Priority Rate” means the rate set out in the Table of Rates herein paid by a Committed Shipper pursuant to a Transportation Services Agreement for priority service.

“Receipt” means the transfer of custody of Crude Petroleum from Shipper at an Origin Point(s) to Carrier for transportation.

“Reid Vapor Pressure” means the absolute vapor pressure at one-hundred degrees Fahrenheit (100° F) of volatile Crude Petroleum herein expressed in pounds per square inch, as determined by test method ASTM D-323.

“Required Inventory” means each Shipper’s proportionate share of the volume of Crude Petroleum, by grade, required by Carrier for line fill and working stock.

“Shipper” means the party who contracts with Carrier for the transportation of Crude Petroleum under the terms of this tariff.

“Shipper’s Inventory” means total Receipts of Crude Petroleum, by grade, from a single Shipper less that Shipper’s Deliveries.

“Specified Grades” means Crude Petroleum meeting certain specifications designated by Carrier for such grade of Crude Petroleum.

“Transportation Services Agreement” means a transportation services agreement entered into between Carrier and a Committed Shipper pursuant to the Open Season, whereby a shipper has committed to transporting Crude Petroleum for a certain term of years and may be entitled to certain rights to priority transportation service.

“Uncommitted Rate” means the rate set out in the Table of Rates herein paid by any Shipper that is not a Committed Shipper.

Rule 10 Quality Specifications and Restrictions

Subject to agreement between Shipper and Carrier regarding transportation from intermediate points, Carrier will receive Crude Petroleum through its present facilities on the Expansion Pipeline System at only an Origin Point. Carrier reserves the right to reject, without limitation, any or all of the following: (1) Crude Petroleum having a Reid Vapor Pressure in excess of nine (9) pounds per square inch absolute and/or an API (American Petroleum Institute) gravity in excess of 60.0°; (2) Crude Petroleum having an API gravity less than 28°; (3) Crude Petroleum having a sulfur content weight percentage greater than 0.40%.

Carrier will from time to time give notice to Shippers establishing Specified Grades of Crude Petroleum which Carrier will regularly transport as a common stream between each Origin Point and each Destination Point. Shipper shall, at the request of Carrier, make such Specified Grade of Crude Petroleum available in such quantities and at such times as may be necessary to permit such common stream movements. Carrier may from time to time, after reasonable notice to Shippers who have shipped such Specified Grade of Crude Petroleum in the prior three months, cease to transport such Specified Grade of Crude Petroleum as a common stream or change the specifications of a particular Specified Grade of Crude Petroleum transported as a common stream.

Notwithstanding anything herein to the contrary, at the request of a Shipper and subject to the other provisions of this tariff, Carrier will accept for shipment the following Specified Grade of Crude Petroleum to be transported as a common stream from the Origin Point(s) to the Destination Point(s):

	WTI
API Gravity, API	36-44
Sulfur Content, Weight %	≤0.45
Max Reid Vapor Pressure, psi	9.5
Max True Vapor Pressure, psi	11.0
BS&W	<1.0%

The specifications for WTI are, without limitation, subject to modification from time to time in the event connecting carriers modify their specifications for similar grades of Crude Petroleum.

At the request of a Shipper, and subject to other provisions of this tariff, Carrier will accept for shipment other Specified Grades of Crude Petroleum to be transported as a common stream, subject to the operating conditions of the facilities of the Expansion Pipeline System. Such request must specify (1) a

Reid Vapor Pressure and/or an API (American Petroleum Institute) gravity range; and (2) a sulfur content weight % limitation.

Crude Petroleum tendered for transportation which differs in grade and general characteristics from that usually transported by Carrier will, at Carrier's option, be transported only under terms agreed upon, in writing, by Shipper and Carrier. In addition, Carrier may decide not to accept such Crude Petroleum for transportation so as to prevent contamination of the common stream.

To the extent feasible, when Crude Petroleum is to continue onto a connecting carrier's pipeline, quality specifications of such connecting carrier may apply to the Expansion Pipeline System when such limits are less than that of Carrier.

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, hydrogen sulfide, arsenic, lead and/or other metals which results in harm to other Shippers, carriers, users of the contaminated Crude Petroleum or Carrier, such Shipper will be excluded from further entry into applicable segments of the Expansion Pipeline System until such time as the quality of the Crude Petroleum is to the satisfaction of Carrier. Carrier is not responsible for monitoring receipts or deliveries for contaminants. Further, Carrier reserves the right to dispose of any contaminated Crude Petroleum blocking the Expansion Pipeline System. 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 Shipper introducing the contaminated Crude Petroleum into the Expansion Pipeline System. Shipper liability includes, but is not limited to, claims from other Shippers, carriers, or users of the contaminated Crude Petroleum and the costs of any regulatory or judicial proceeding.

Rule 15 Destination Arrangements Required

Carrier will receive Crude Petroleum for transportation (a) when the Crude Petroleum is to be received into Carrier's facilities on the Expansion Pipeline System at an Origin Point and Shipper or Consignee has made arrangements for further transportation beyond the designated Destination Point or (b) when Shipper or Consignee has provided the necessary arrangements for receiving such Crude Petroleum promptly on arrival at the designated Destination Point.

Rule 20 Gauging or Metering and Testing

All shipments tendered to Carrier for transportation on the Expansion Pipeline System shall be gauged or metered and tested by a representative of Carrier, or by automatic equipment approved by Carrier, prior to, or at the same time as, receipt from Shipper. Shipper or Consignee shall have the privilege of being present or represented during the gauging or metering and testing. Shipper will grant Carrier's representative and any applicable connecting carrier's representative access to Shipper's facility for witnessing meter or gauge readings or meter proving and for any other required inspection incidental to measurement and transportation of Crude Petroleum.

Quantities gauged or metered shall be corrected from observed temperatures to sixty degrees (60°) Fahrenheit using applicable Standard Petroleum Measurement Tables adopted jointly by the American

Petroleum Institute (API Standard 2540) and the American Society for Testing Materials (ASTM Standard D 1250). The full percentage of water or other impurities as ascertained by a centrifuge machine or other tests will be deducted from the correct volume.

A separate assessment of two-tenths of one percent (0.20%), on net quantities so determined for acceptance by Carrier for transportation on each segment of the Expansion Pipeline System, will be deducted to cover losses inherent in the transportation of Crude Petroleum.

All receipts of Crude Petroleum and indirect liquid products having an API gravity of fifty-five degrees (55°) or above shall also be subject to an additional deduction to cover shrinkage and evaporation. Such deduction shall be determined in accordance with the following table:

API Gravity, Degrees	Deduction For Incremental Evaporation & Loss
55° through 59.9°	1%
60° through 74.9°	3%
Greater than 75°	5%

Rule 25 Line Fill and Working Stock Requirements

Each Shipper shall furnish its respective Required Inventory by type and volumes as determined by Carrier from time to time. Carrier shall give Shippers prompt notice concerning adjustments in their respective shares of Required Inventory and shall direct Shippers to reduce or increase their Shipper's Inventory when necessary. Inventory adjustments shall be completed within sixty (60) days after notice.

Rule 30 Withdrawal of Required Inventory

Subject to the provisions of this tariff, a Shipper may withdraw its Required Inventory from the Expansion Pipeline System at any time within ninety (90) days subsequent to: (1) Shipper having ceased tendering shipments and notified Carrier in writing that it will no longer tender shipments to Carrier; (2) Shipper balances having been reconciled between Shipper and Carrier; and (3) Shipper having paid Carrier for all services.

Rule 35 Mixing in Transit

Crude Petroleum will be accepted for transportation only on condition that it shall be subject to normal changes in general characteristics while in transit as may result from the mixture of such Crude Petroleum with other similar Crude Petroleum in the pipeline and/or tanks of Carrier or connecting carrier. Carrier will not be liable for variations of gravity or quality of Crude Petroleum occurring while in its custody and is under no obligation to deliver the identical Crude Petroleum as received or Crude Petroleum of the same quality specifications; provided that if Crude Petroleum is designated by a Shipper as a Specified Grade to be shipped in a common stream and is received by Carrier as Crude Petroleum meeting such Specified Grade specifications, Carrier shall endeavor to deliver substantially the same grade specifications of such Specified Grade of Crude Petroleum as that received from a Shipper.

Rule 40 Clear Title Required

Carrier shall have the right to reject, on a non-discriminatory basis, any Crude Petroleum when tendered for transportation that is involved in litigation, or the title of which is in dispute, or that is encumbered by lien or charge of any kind, with the exception of the lien created hereunder in favor of Carrier. Carrier may require Shipper to provide satisfactory evidence of its perfect and unencumbered title or may require Shipper to furnish a satisfactory indemnity bond, pre-payment of anticipated transportation charges, or subordination agreement from the applicable lienholder to protect Carrier against all loss. By tendering Crude Petroleum to Carrier, absent written consent by Carrier otherwise, Shipper warrants and covenants that while the Crude Petroleum is being transported on the Expansion Pipeline System, Shipper has good title thereto and agrees to release, indemnify, defend and hold Carrier harmless from all Liabilities resulting from failure of good title thereto.

Rule 45 Common Stream Petroleum Connecting Carriers

When both receipts from and/or deliveries to a connecting carrier of substantially the same Specified Grade of Crude Petroleum are scheduled at the same interconnection, Carrier reserves the right, with cooperation of the connecting carrier, to offset like volumes of such common stream Crude Petroleum. When this right is exercised, Carrier will make deliveries for Shipper involved from its substantially similar common stream Crude Petroleum.

Rule 50 Application of Rates from/to Intermediate Origin/Destination Points

For Crude Petroleum accepted for transportation from any origin point on the Expansion Pipeline System not named in this tariff, which is intermediate to any published Origin Points and/or Destination Points for which rates are published, Carrier will apply from such unnamed origin point the rate published from the next more distant point specified. If branch or diverging lines create two or more “next most distant points,” Carrier will apply the rate which will result in the lowest charge.

For Crude Petroleum accepted for transportation to any destination point on Carrier not named in this tariff which is intermediate to any published Destination Points and/or Origin Points for which rates are published, Carrier will apply to such unnamed destination point the rate published to the next more distant point specified. If branch or diverging lines create two or more “next most distant points,” Carrier will apply the rate which will result in the lowest charge.

Carrier will file a tariff applicable to such transportation movements within thirty (30) days of the start of the service if the intermediate point is to be used on a continuous basis for more than thirty (30) days.

Rule 55 Deliveries and Demurrage

Carrier will transport Crude Petroleum with reasonable diligence, considering the quality of the Crude Petroleum, the distance of transportation, and other material elements, but may at any time after Receipt of a consignment of Crude Petroleum, upon twenty-four (24) hours’ notice to the Consignee, tender Crude Petroleum conformable to specifications herein for Delivery from its common stock at the Destination Point. At the expiration of such notice, Carrier may assess a demurrage charge on all Crude Petroleum tendered for Delivery and remaining undelivered, at the rate for each day of twenty-four (24) hours, or fractional part thereof, as follows: three cents (\$0.03) per Barrel per day.

Rule 60 Payment of Transportation and Other Charges

Transportation charges will be computed and collected at the applicable tariff rate (in effect on the date of Receipt of Crude Petroleum by Carrier) on the Delivery quantities of Crude Petroleum determined pursuant to this tariff. Carrier will invoice Shipper for transportation charges on a monthly basis. Shipper shall be responsible for transportation and all other charges applicable to the particular shipment, and, if required, shall prepay all charges or furnish guaranty of payment satisfactory to Carrier. Shipper shall pay all charges within the later of ten (10) days of the date of invoice from Carrier or the twentieth (20th) day of the month following the month of delivery. All charges that remain unpaid for more than thirty (30) days from the date of Carrier's invoice shall accrue an interest charge of the lesser of (i) two percent (2%) above the per annum rate of interest announced from time to time as the "prime rate" for commercial loans by The Wall Street Journal, as such "prime rate" may change from time to time, or, or (ii) the maximum non-usurious interest rate which may then be charged under Texas law.

Carrier shall have a security interest in all Crude Petroleum accepted from Shipper under this tariff. This security interest shall secure: (1) all transportation and any other charges due or to become due from Shipper under the terms of this tariff; (2) all deficiency payments or other obligations due from a Committed Shipper; and (3) all costs and expenses of Carrier in exercising any of its rights detailed herein, including, but not limited to, reasonable attorney fees, storage charges, and settlement of conflicting liens. At Carrier's request, Shipper shall execute all such agreements and do all such things as Carrier shall reasonably request in connection with the creation or perfection of such security interest. The security interest provided herein shall be in addition to any lien provided by statute or common law. In the event Shipper fails to satisfy when due any payment obligation to Carrier, Carrier shall have all of the rights and remedies accorded to a secured party under applicable state law and in addition may in its sole discretion and without notice take any or all of the following actions: (1) refuse to deliver Crude Petroleum in its custody until all such obligations have been paid; (2) proceed to sell such Crude Petroleum, in accordance with the applicable provisions of state law, and apply the proceeds to such obligations, (3) store such Crude Petroleum or contract for storage of such Crude Petroleum pending sale or other disposition; or (4) take any other action it deems necessary for the proper protection and sale of such Crude Petroleum. Carrier may agree, in its sole discretion, to waive its security interest in the Crude Petroleum if Shipper or Consignee provides sufficient security satisfactory to Carrier.

Rule 65 Proration of Expansion Pipeline System Capacity

If, during any period, the total volume of Crude Petroleum nominated over any segment or portion of the Expansion Pipeline System is in excess of the amount that can be immediately transported over said segment or portion of the Expansion Pipeline System, Carrier shall allocate the available transportation capacity of the Expansion Pipeline System in accordance with the "NuStar Permian Transportation and Storage, LLC, Permian Expansion No. Two Proration Policy" ("Permian Expansion No. Two Proration Policy"). Copies of the Permian Expansion No. Two Proration Policy will be provided upon request made to the person listed as "Compiler" on the title page of this tariff.

Rule 70 Liabilities of Parties

As a condition to Carrier's acceptance of Crude Petroleum under this tariff, each Shipper agrees to protect and indemnify Carrier against claims or actions for injury and/or death of any and all persons and for damage to property of, or any other loss sustained by Carrier, Shipper, Consignee and/or any third party resulting from or arising out of 1) any breach of or failure to adhere to any provision of this tariff by Shipper, Consignee, their agents, employees or representatives and/or 2) the negligent act(s) or failure(s) to act of Shipper, Consignee, their agents, employees or representatives in connection with Delivery or Receipt of Crude Petroleum.

Carrier, while in possession of Crude Petroleum herein described, shall not be liable for any loss of Crude Petroleum; damage thereto; or delay in Delivery because of any act of God, the public enemy, civil disorder, quarantine, the authority of laws, strikes, riots, fire, floods or the acts of default of Shipper or Consignee, or from any other causes not due to the sole negligence of Carrier. In case of loss or damage from causes other than the sole negligence of Carrier, such loss or damage shall be charged proportionately to each shipment in the ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments or portions thereof, then in custody of Carrier for transportation via the lines or contained in other facilities of the Expansion Pipeline System in which the loss or damage occur. Consignee shall be entitled to receive only that portion of a Shipper's shipment remaining after deducting said Shipper's proportion of such loss or damage, determined as aforesaid, and shall be required to pay transportation charges only on the quantity delivered. CARRIER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES.

Rule 75 Notice of Claims

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after Delivery of Crude Petroleum, or, in case of failure to make Delivery, then within nine (9) months after a reasonable time for Delivery has elapsed; and suits shall be instituted against Carrier only within two (2) years and one (1) day from the day when Delivery was made, or, in case of failure to make Delivery, when Delivery should have been made. All claims and suits not filed or instituted within such time periods shall be forever barred.

Rule 80 Intrasytem Transfers

Intrasytem transfers will not be recognized by Carrier for Crude Petroleum in Carrier's custody, except for transfers resulting from application of Rule No. 40 (Clear Title Required) herein.

Rule 85 Connection Policy

Requests for connections to the Expansion Pipeline System will only be considered if made by formal written notification to Carrier. All requests will be subject to the following standards and conditions: (1) all connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the Expansion Pipeline System in accordance with generally accepted industry standards; and (2) acceptance of any request for connection will be subject to compliance with governmental regulations.

Rule 90 Nominations and Tenders

Shippers desiring to nominate Crude Petroleum for transportation by Carrier on the Expansion Pipeline System shall provide Carrier with written notice of the type, origin, destination and quantity of its Nomination (“Notice of Intent to Ship”). Shippers shall promptly provide Carrier with all other information requested by Carrier to confirm that the Nominations and the proposed shipment will comply in all respects with this tariff. Notices of Intent to Ship must be received by Carrier via email or facsimile transmission on or before 12:00 Noon Central Standard Time/Central Daylight Saving Time, whichever is applicable, the last working day prior to 16th day of the month preceding the month during which shipment is requested. A “working day” shall be a Monday, Tuesday, Wednesday, Thursday or Friday of a calendar week, except when a Federal holiday falls on such day of the week.

The minimum amount of Crude Petroleum that Carrier will accept for transportation from any one Shipper under this tariff from any Origin Point other than a truck injection Origin Point, is five-thousand (5,000) Barrels. Carrier shall have the option to move smaller batches.

Carrier will not accept nominations from Shippers for amounts in excess of the amount that said Shipper has readily accessible and available for shipment.

Rule 95 Pipeage Contracts

Carrier may require separate pipeage contracts from Shipper prior to Carrier providing any transportation service hereunder.

Rule 100 Charges for Spill Compensation Acts and Regulations

In addition to the transportation charges and all other charges accruing on Crude Petroleum accepted for transportation hereunder, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such Crude Petroleum by any Federal, state, or local government or agency which levies a tax, fee, or other charge, on the receipt, delivery, transfer, or transportation of such Crude Petroleum within such government’s jurisdiction for the purpose of creating a fund for the prevention, containment, and/or removal of spills and/or reimbursement of persons sustaining loss or damage therefrom, and/or preparation for response to spills.

Rule 105 Truck Loading and Unloading

Shipments unloaded from tank trucks into the Expansion Pipeline System may be subject to a per-Barrel charge as specified in the Table of Rates. Such charge will be in addition to all other charges.

PERMIAN EXPANSION NO. TWO

TABLE OF RATES

Table 1: Uncommitted Rates for monthly volumes of less than 20,000 Barrels per day

Rates in Dollars per Barrel of 42 U.S. Gallons

[U] ALL RATES IN THIS TABLE OF RATES ARE UNCHANGED

From (Origin Point)	To (Destination Point) [Note 1]	Uncommitted Rate
Segment A, Big Spring Area (Howard County, TX)	(i) Carrier's Colorado City, Texas ("CC") Facilities; or (ii) Sunoco Pipeline's Permian Express 2 pipeline system at or near Carrier's CC Facilities; or (iii) Sunoco Pipeline's West Texas Gulf pipeline system at or near Carrier's CC Facilities; or (iv) BridgeTex Pipeline Company, LLC's pipeline system at or near Carrier's CC Facilities; or (v) Plains Pipeline, L.P. Colorado City Terminal near Carrier's CC Facilities ; or (vi) Valero Partners West Texas, LLC tankage at or near Colorado City, Texas (subject to a separate delivery fee as provided below in Note 3); or (vii) Sunrise Pipeline LLC at or near Colorado City, Texas (subject to a separate delivery fee as provided below in Note 4)	1.1844
Segment B, Ackerly, Knotts Prairie Station (Howard County, TX)		1.2370
Segment C, Lenorah, Stanton and Nail Ranch Inj. (Martin County, TX)		1.2370
Segment D, Cravens Station, Forsan Lateral Inj. (Howard County, TX)		1.3161
TRUCK INJECTION STATIONS [Note 2]		
Binks Station (Howard County, TX)		1.2422
Crossroads Station (Martin County, TX)		1.2684
North Howard Station (Howard County, TX)		1.2684

Table 2: Priority Rates and Committed Rates Applicable to a Committed Shipper and Uncommitted Rates for monthly volumes equal to or greater than 20,000 Barrels per day

Rates in Dollars per Barrel of 42 U.S. Gallons

[I] ALL RATES IN THIS TABLE OF RATES ARE INCREASED

From (Origin Point)	To (Destination Point) [Note 1]				Uncommitted Rate
		Monthly Volumes in Barrels per Day	Committed Rate	Priority Rate	
Segment A, Big Spring Area (Howard County, TX)	(i) Carrier's CC Facilities; or (ii) Sunoco Pipeline's Permian Express 2 pipeline system at or near Carrier's CC Facilities; or (iii) Sunoco Pipeline's West Texas Gulf pipeline system at or near Carrier's CC Facilities; or (iv) BridgeTex Pipeline Company, LLC's pipeline system at or near Carrier's CC Facilities; or (v) Plains Pipeline, L.P. Colorado City Terminal near Carrier's CC Facilities [N]; or (vi) Valero Partners West Texas, LLC tankage at or near Colorado City, Texas (subject to a separate delivery fee as provided below in Note 3) ; or (vii) Sunrise Pipeline LLC at or near Colorado City, Texas (subject to a separate delivery fee as provided below in Note 4)	20,000 or greater	0.8943	1.0026	0.9918
Segment B, Ackerly, Knotts Prairie Station (Howard County, TX)		20,000 or greater	0.9215	1.0297	1.0189
Segment C, Lenorah, Stanton and Nail Ranch Inj. (Martin County, TX)		20,000 or greater	0.9215	1.0297	1.0189
Segment D, Cravens Station, Forsan Lateral Inj. (Howard County, TX)		20,000 or greater	1.0300	1.1383	1.1274
TRUCK INJECTION STATIONS [Note 2]					
Binks Station (Howard County, TX)		20,000 or greater	0.9215	1.0297	1.0189
Crossroads Station (Martin County, TX)		20,000 or greater	0.9486	1.0569	1.0460
North Howard Station (Howard County, TX)		20,000 or greater	0.9486	1.0569	1.0460

Notes:

[1] Carrier will assess an additional fee of [I] 6.84 cents per Barrel for any pumpover services performed in order to deliver Shipper's Crude Petroleum into a connecting carrier's pipeline from Carrier's CC Facilities. Carrier will not assess such a pumping charge for deliveries into Valero Partners West Texas, LLC tankage at or near Colorado City, Texas (see instead the Valero Partners West Texas, LLC delivery fee below) or into Sunrise Pipeline LLC at or near Colorado City, Texas (see instead the Sunrise Pipeline LLC delivery fee below).

[2] Carrier will assess an additional fee of [I] 9.11 cents per Barrel for shipments unloaded from tank truck facilities into Carrier's Expansion Pipeline System.

[3] A separate delivery fee of [I] 21.83 cents per Barrel will be charged on all Crude Petroleum delivered into Valero Partners West Texas, LLC tankage at or near Colorado City, Texas.

[4] A separate delivery fee of [I] 21.83 cents per Barrel will be charged on all Crude Petroleum delivered into Sunrise Pipeline LLC at or near Colorado City, Texas.

To the extent permitted by applicable law, all rates set forth above in the Table of Rates shall be increased annually, effective July 1 of each year (commencing with July 1, 2019), by the positive adjustment, if any, in the FERC Index from the immediately preceding year; provided, however, any such annual adjustment shall (a) be limited to a maximum of three percent (3%) per year, and (b) not result in a rate less than the rate in effect immediately preceding such adjustment.

For transportation on Segments A through D or from any Truck Injection Station, a Committed Shipper may aggregate its volume commitments from different segments to reach the 20,000 threshold provided for herein.

Applicable rates for transportation services will be charged on the net Crude Petroleum Barrel delivery quantities pursuant to Rule 60, as measured by Carrier pursuant to Rule 20 but prior to any adjustment or assessment for inherent losses, including but not limited to shrinkage, evaporation, interface losses and normal "over and short" losses.

Explanation of Reference Marks

- [W] Change in wording only
- [C] Cancel
- [U] Unchanged Rate
- [N] New
- [D] Decrease
- [I] Increase