

NuStar Pipeline Operating Partnership L.P.

In Connection With
PARTICIPATING CARRIERS SHOWN HEREIN

LOCAL, JOINT, AND INCENTIVE RATES PIPELINE TARIFF

Applying on
PETROLEUM PRODUCTS

(Including Liquefied Petroleum Gases)
As Defined in Item No. 10
TRANSPORTED BY PIPELINE
FROM AND TO POINTS NAMED HEREIN

East System

The rates named in this Tariff are expressed in cents per barrel of forty-two (42) United States Gallons and are subject to change as provided by law, also to regulations named herein.

This tariff contains rates that are higher for shorter than longer distances over the same route. Such departure from the terms of the Amended Fourth Section of the Interstate Commerce Act has been sought pursuant to Fourth Section Application No. 3 dated February 25, 1994.

The rates published herein will have no effect on the quality of the human environment.

[N] Issued under authority of 18 C.F.R. § 342.3 (Indexing)

[C] ~~Issued under authority of 18 C.F.R. § 341.3~~

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PARTICIPATING CARRIERS	CONCURRENCE NUMBER
Phillips 66 Carrier LLC	FC 3 No.

ABBREVIATIONS AND REFERENCE MARKS

F.E.R.C.	Federal Energy Regulatory Commission
UP	Union Pacific Railroad Storage (Bailey Yard), North Platte, Nebraska
No.	Number
[M]	Market Based Rate. Per Docket No. OR97-13-000, May 18, 1998
±	No terminal facilities provided by the Carrier.
←	Departure from fourth section as authorized on the title page of Tariff.
[N]	New
[U]	Unchanged rate
[C]	Cancel
[W]	Change in wording only
[I]	Increase

ALPHABETICAL LIST OF POINTS FROM AND TO WHICH RATES IN SECTION 2 AND 3 APPLY			
Points from which Rates apply	Item Number	Points to which rates apply	Item Number
Arkansas City, Kansas Bushton, Kansas	100, 110 130	Aberdeen, South Dakota Columbus, Nebraska	100, 130 110, 130
Conway, Kansas Council Bluffs, Iowa	100, 101 100, 102	Concordia, Kansas Conway, Kansas	100, 130 110, 130
El Dorado, Kansas	100, 110, 120	El Dorado, Kansas	110, 120, 130
Hutchinson, KS – Rail Unloading Facility	101	Conway, KS	101
McPherson, Kansas	100, 110 130, 105	Geneva, Nebraska Hutchinson, Kansas Council Bluffs, Iowa	100, 130 100, 101, 130 105
Ponca City, Oklahoma	130	Hutchinson, Kansas – Rail Unloading Facility	101
Wichita, Kansas	100, 110, 120	Jamestown, North Dakota LeMars, Iowa McPherson, Kansas	100, 130 100, 102,130 110, 130
Wichita, Kansas, 21 st Street Junction	110	Milford, Iowa Mitchell, South Dakota Norfolk, Nebraska	100, 102, 130 100, 130 100, 130
		North Platte, Nebraska Osceola, Nebraska	100, 130 100, 130
		Rock Rapids, Iowa Salina, Kansas	100, 102 130 100, 130
		Sioux Falls, South Dakota Vermillion, South Dakota	100, 130 100, 130
		Wichita, Kansas Wolsey, South Dakota Yankton, South Dakota	100, 120, 130 100, 130 100, 130

SECTION 1 RULES AND REGULATIONS

NuStar Pipeline Operating Partnership L.P. and the other pipeline companies participating in this tariff, hereinafter referred to as "Carrier", will receive petroleum products for transportation under the following conditions: "Shipper" means any person or entity that transports Petroleum Products in accordance with this tariff.

Item No. 10. **PETROLEUM PRODUCTS AND LIQUEFIED PETROLEUM GASES DEFINED-AND PRODUCT ACCEPTANCE**

Petroleum Products shall be accepted for transportation only when such Petroleum Products meet all required Federal, state and local regulations and Carrier's published Petroleum Product specifications established for all Shippers. Said specifications are published in Carrier's Pipeline Specification Manual. A current copy of Carrier's Pipeline Specification Manual for the East Pipeline may be obtained at the public website <http://nustarenergy.com/en-us/OurBusiness/Pipelines/Pages/PipelineSpecifications.aspx> or on request from the person listed on the title page who compiled this tariff. Shipper shall be responsible for all reasonable expenses incurred by Carrier resulting from Carrier's receipt of any Petroleum Products that do not comply with the Carrier's Pipeline Specification Manual.

The term "petroleum product" as used herein, means any petroleum product, including natural gasoline as defined in Carrier's Pipeline Specification Manual. The term "liquefied petroleum gas" as used herein means any petroleum product defined in Carrier's Pipeline Specification Manual.

Item No. 11. **HIGH REID VAPOR PRESSURE ("RVP") PREMIUM GASOLINE PENALTY AND WITHDRAWAL (MAY 1 THROUGH SEPTEMBER 15)**

Shippers must withdraw all high RVP premium gasoline (premium gasoline greater than 9.0 pound RVP) prior to May 1 of each year. Premium Gasoline specifications, per Item No. 10, may be obtained at the public website <http://nustarenergy.com/en-us/OurBusiness/Pipelines/Pages/PipelineSpecifications.aspx> or on request from the person listed on the title page who compiled this tariff. Shippers with high RVP premium gasoline inventory in Carrier's system beyond April 30 will be charged a penalty of 100.33 cents per bbl per month. After April 30, Shippers will not be allowed to withdraw any high RVP gasoline inventories in Carrier's system until September 15.

Item No. 15. **TESTING**

Carrier may sample and/or test any shipment prior to acceptance or during receipt of shipment.

Item No. 20. **MEASURING**

Carrier will gauge or meter petroleum products at origin at time of receipt and at destination at time of delivery. Shipper or consignee shall have the privilege of being present or represented at the time of measurement. Petroleum products will be received and delivered on the basis of volume corrections for temperature from observed temperatures to temperatures on the basis of sixty (60) degrees Fahrenheit. In addition to the volume correction for temperature, liquefied petroleum gases will be received and delivered on the basis of volume corrections from observed pressure to equilibrium vapor pressure.

Carrier will only be accountable for delivery of that quantity of products accepted for transportation from all origins after the following tender deductions: 1) A tender deduction of one-twentieth (1/20) of one (1) percent by volume on the quantity of all petroleum products accepted for transportation and 2) A tender deduction of two-tenths (2/10) of one (1) percent by volume on the quantity of liquefied petroleum gases accepted for transportation.

Item No. 25. FACILITIES AT ORIGIN AND DESTINATION

Section A - Origin. Carrier will provide, at point of origin, the storage facilities it deems necessary for the orderly scheduling of movements through the pipeline. Petroleum products will be accepted for transportation only when Shipper has provided equipment and facilities satisfactory to the Carrier for receiving such shipments at point of origin at a pumping rate equal to Carrier's then current rate of pumping.

Section B - Destination. Carrier will provide at its terminals reasonable facilities for receiving, storing, and loading petroleum products.

Shipper or consignee may provide facilities for receiving, storing, and loading petroleum products at Carrier's terminals, or at other delivery points on the pipeline.

Carrier assumes no responsibility to accept any petroleum product from any Shipper at any time that either the Carrier, Shipper or consignee does not have facilities for promptly receiving such product from the line at designated destinations.

Item No. 30. MINIMUM SHIPMENT

A minimum of five thousand (5,000) barrels of one quality and specification of a "petroleum product" except for "liquefied petroleum gases" will be accepted for shipment from one or more Shippers at one point of origin at one time. The minimum for "liquefied petroleum gases" will be ten thousand (10,000) barrels. However, the minimum will not apply to buffer material required by Carrier to reduce contamination. Shipments involving line reversals will be accepted subject to delay until Carrier has accumulated a total of twenty-five thousand (25,000) barrels or more of the same or other products to move in the same section of the line in the same direction, at the same time.

Item No. 32. MINIMUM CONSIGNMENT

A total of not less than one thousand (1,000) barrels of a petroleum product may be consigned simultaneously by one or more Shippers to any destination, providing there remains in the pipeline after delivery of such consignment at least three thousand (3,000) barrels of the same kind of a petroleum product consigned to a destination beyond such delivery point.

Item No. 35. MINIMUM DELIVERIES FROM CARRIER'S TERMINALS

For delivery of petroleum products from Carrier's terminals, consignee or consignor shall provide the required motor tank trucks. Each tank truck to be loaded with liquefied petroleum gas must have a minimum total capacity of five thousand (5,000) gallons. Each tank truck to be loaded with other petroleum products must have a minimum total capacity of two thousand five hundred (2,500) gallons.

Item No. 40. DUTY OF CARRIER

The Carrier shall transport and deliver at the destination, with reasonable diligence, the quantities of petroleum products accepted for transportation less the tender deduction. In the event of non-delivery due to interface cuts or other operating losses, the Carrier shall have the right to satisfy any claim by product replacement or cash payment.

Item No. 45. IDENTITY OF SHIPMENT

The Shipper or consignee will not receive the identical petroleum products shipped. Petroleum products shipped will be commingled with other substantially-similar petroleum products. Carrier will deliver petroleum products substantially-similar to the petroleum products shipped, but petroleum products

delivered may vary in color, gravity, and quality from the petroleum products shipped.

Item No. 49. ACCEPTANCE FREE FROM LIENS AND CHARGES

The Carrier shall have the right to reject any Petroleum Products when tendered for shipment which may be involved in litigation, the title of which may be in dispute, or which may be encumbered by lien or charge of any kind (other than a lien created hereunder in favor of Carrier). Further, prior to Shipper's tender of Petroleum Products for shipment, Carrier may require Shipper's proof of perfect and unencumbered title, pre-payment of anticipated transportation charges, or subordination agreement from the applicable lienholder to protect Carrier against all loss. By tendering Petroleum Products to Carrier, absent written consent by Carrier otherwise, Shipper warrants and covenants that while the Petroleum Products are in the system, Shipper has good title thereto and agrees to release, indemnify, defend and hold Carrier harmless from all liabilities resulting from Shipper's failure to have good title with respect to the Petroleum Products tendered to the system.

Item No. 50. LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery of petroleum products or for any loss of damage to, or contamination of petroleum products that are caused by events beyond Carrier's reasonable control, including, without limitation acts of God, acts of government, acts of public enemies, acts of terrorists accidents, civil unrest, explosions, fires, floods, labor disputes, riots, strikes, war, breakdowns of machinery, or shortages of fuel or power or by act of default of Shipper, or consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all product in the loss, and each Shipper or consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and consignees showing the apportionment of any such loss.

As a condition to Carrier's acceptance of petroleum products for shipment, each Shipper will release, indemnify, defend, and hold harmless Carrier from and against any and all claims, causes of action, costs, damages, fines, liabilities, and losses (including, without limitation, reasonable attorneys' fees and defense costs) arising out of: the breach of any provision of this tariff by the Shipper, its consignees, or the employees, contractors, agents, or other representatives of the Shipper or its consignees; and injuries (including, without limitation, death) to persons, damage to property, and damage to the environment in connection with the delivery or receipt of petroleum products to or from Carrier. Shipper's release, indemnify, defense, and hold harmless obligations will apply regardless of cause and regardless of the theory of recovery, but not to the extent that a liability is caused by Shipper's negligence.

Item No. 55. CLAIMS, TIME FOR FILING

As a condition precedent to recovery, claims for loss or damage must be filed in writing with the Carrier within nine (9) months after delivery of the property, 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 notice in writing is given by the Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

Item No. 60. PRORATION OF PIPELINE CAPACITY

When there is tendered to Carrier for transportation a quantity which exceeds the current capacity of the Carrier, the petroleum products offered by each Shipper for transportation will be transported in such

quantities and at such times to the limit of capacity so as to avoid discrimination among Shippers.

Item No. 65. INJECTION ADDITIVES AND DYES

When requested by a Shipper or a consignee, Carrier will if injection ratio of the requested additive is within the capabilities of the present injection equipment, for a service charge of [U] six (6) cents per barrel of petroleum product or a service charge of [U] five (5) cents per propane barrel treated, perform the service of injecting dyes, additives and additive mixtures, including pour point depressants or ethyl mercaptan, into oils or propane at Carrier's terminal, provided however, that the party requesting such service shall furnish or pay for all required dyes, additives and ethyl mercaptan.

For a service charge of [U] six (6) cents per barrel of gasoline treated, Carrier will perform the service of injecting, reporting and control associated with all deposit control gasoline additives. In addition, the party will furnish or pay for the required deposit control gasoline additive.

In the event the specifications or injection ratio of a Shipper's additives are outside the capabilities of Carrier's injection equipment, the Carrier may require the party requesting the service to install satisfactory injection equipment or pay an installation charge for such equipment.

Item No. 66. ODORIZATION

Section A. At locations where loading of tank trucks is performed by transport drivers through facilities furnished by Carrier, Carrier will inject ethyl mercaptan at a ratio of approximately 1.5 pounds per ten thousand (10,000) gallons of propane.

Carrier shall act as agent for the Shipper in the purchase, storage, and injection of ethyl mercaptan and act on Shipper's behalf for the sole purpose of enabling Shipper and its Consignees to comply with applicable Department of Transportation regulations governing injection of ethyl mercaptan and applicable National Fire Protection Association Code provisions.

Section B. Shipper acknowledges and represents that it is knowledgeable in the chemical and physical properties and limitations, storage, use, and handling of odorant and propane, whether odorized or unodorized, and that Shipper has provided for proper use of its products hereunder. Excepting losses or damages to the product transported or handled by Carrier hereunder or for the failure of the Carrier's obligation to maintain and operate its facilities in a proper operating condition, Shipper agrees to indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death, or property damage, involving Carrier, Shipper, Shipper's consignee, or third parties based on or arising out of selection or use of ethyl mercaptan as an odorant or arising from Shipper or Shipper's Consignee's delivery, receipt, use, transportation, storage, or sale of odorized or unodorized propane. Such indemnification shall include but not be limited to any claim against Carrier as described above whether based on product liability, negligence, breach of warranty, or other fault or any other cause of action, whether legal or equitable in nature. Shipper shall not be obligated to indemnify, hold harmless, and defend Carrier to the extent Carrier fails to inject ethyl mercaptan at a minimum ratio of 1 pound per 10,000 gallons of propane.

Section C. If Shipper (or Shipper's Consignee) desires that specific deliveries of propane not be injected with ethyl mercaptan, Shipper shall furnish Carrier, prior to delivery, written instructions that such delivery should not have ethyl mercaptan injected, including a certification that odorization is not required by any applicable law or regulation or applicable standards for prudent operation as to or in connection with the purposes and uses to be made of the propane.

Shipper shall indemnify and defend Carrier from any claims, liability, or losses (including costs of defense and reasonable attorney's fees) arising out of or related to any inaccuracy of such certification or

arising out of or related to the failure of Shipper or Shipper's consignee to handle in a prudent manner unodorized propane.

Item No. 70. DEMURRAGE CHARGES

In order to provide space for delivery of succeeding shipments into Carrier's facilities and otherwise to prevent or relieve congestion at Carrier's terminals, Carrier shall give notice to those Shippers or consignees whose petroleum products are causing congestion directing them to remove such products. If the products of more than one Shipper or consignee are causing congestion but less than all such products must be removed, the products specified in the notice shall be determined on a first-in--first-out basis. Liquefied petroleum gases specified in the notice which are not removed at the close of a seven (7) day period and other products specified in the notice which are not removed at the close of a thirty (30) day period, beginning the day after such notice is sent by the Carrier, shall be subject to a demurrage charge of [U] one (1) cent per barrel per day until removed. Demurrage charges shall be payable upon presentation of bill by the Carrier.

Item No. 75. RECONSIGNMENT

If no backhaul movement is required, and if current operating conditions permit, petroleum products in the custody of Carrier may be reconsigned to destinations named herein. No charge will be made for such reconsignment; however, the products so reconsigned shall be subject to the rates, rules and regulations applicable from point of initial origin to point of final destination on the date of such reconsignment.

Item No. 77. INSTANTANEOUS BILLING (PETROEX)

When requested by the consignor, Carrier will accumulate in the appropriate program format, consignor-consignee information and will transmit same on a daily basis, Monday through Friday, to the General Electric Company Petroex System.

Item No. 79. TRANSMIX CHARGES

In addition to the charges for transportation and for other services provided herein, a charge of [I] three and sixty-two (3.62) cents per barrel will be made for all petroleum products tendered for the transportation and processing cost of transmix created during the operation of the pipeline.

Item No. 80. STORAGE CHARGES

In addition to the charges for transportation and all other services provided herein, a charge of [I] thirty-three and three (33.03) cents per barrel will be made for all liquefied petroleum gases delivered from the pipeline into Carrier's storage facilities at Carrier's terminals, and a charge of [I] twelve and six (12.06) cents per barrel will be made for all other products delivered from the pipeline into Carrier's storage facilities at Carrier's terminals.

Item No. 85. TERMINAL CHARGES

In addition to the charges for transportation and for other services provided herein, a charge of [I] twenty-one and five (21.05) cents per barrel will be made for all petroleum products delivered at Carrier's terminals.

Item No. 87. TAX REGISTRATION

The Carrier shall require the Shipper, consignee or consignor to provide proof of registration with appropriate Federal and State agencies for the collection of any sales and excise taxes. Failure to provide such proof of registration shall not relieve Shipper, consignee or consignor of the appropriate tax liability.

Any charges levied against the Carrier by any State or Federal agency will be collected by the Carrier in accordance with the provision stated in tariff Item No. 90.

Item No. 90. PAYMENT OF CHARGES FOR TRANSPORTATION AND OTHER SERVICES

The charges for transportation, storage and services accruing on petroleum products accepted for shipment shall be based on the rate applicable to the destination at which delivery is made. If required, charges shall be prepaid at point of origin or shall be paid before release of petroleum products from the custody of the Carrier. Petroleum products accepted for transportation shall be subject to a lien for all lawful charges. If a bill of lading is required under applicable law for any lien in favor of Carrier to arise or be enforced, acceptance of Shipper's nomination will be deemed to be the bill of lading for all Petroleum Products subject to such nomination. Charges are due on receipt. If such charges are not paid in full within 15 days from the date of the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at a rate of 25% APR. Carrier reserves the right to off-set any such charges against any monies owed to Shipper by Carrier or any Petroleum Products of Shipper in Carrier's custody.

In the event Carrier determines, in a manner not unreasonably or unduly discriminatory, that a Shipper's creditworthiness is at any time unsatisfactory to Carrier, Carrier may require Shipper to provide adequate assurance of performance. As adequate assurance of performance, Carrier may require Shipper to provide one or more of the following: (1) cash, as collateral held for security, (2) a guarantee, (3) a prepayment, or (4) an irrevocable standby letter of credit that is satisfactory to Carrier, in its sole discretion.

Item No. 96. SPECIAL HANDLING SERVICES

Petroleum Products which require handling in Carrier's pipelines or terminals because of special properties and/or specifications be handled for an additional charge as set forth below:

Natural Gasoline: In addition to the charges for transportation and for other services provided herein, a terminal specific charge included in the following table will be made for all natural gasoline transported and handled at Carrier's terminals included in the Table below.

NuStar Terminal:	Rate in Cents per Barrel:
Geneva, Nebraska	[U] 10.0
Sioux Falls, South Dakota	[U] 10.0
Milford, Iowa	[U] 40.0
LeMars, Iowa	[U] 10.0

Item No. 97 BI-DIRECTIONAL ROUTING BETWEEN CONWAY, KS AND HUTCHINSON, KS – RAIL UNLOADING FACILITY

(A) Carrier's system is designed to provide normal transportation from Conway, KS to either Hutchinson, KS or the Hutchinson, KS – Rail Unloading Facility. Carrier does, however, have the capability to temporarily reverse the flow of Carrier's system of the section of its pipeline extending from Hutchinson, KS – Rail Unloading Facility to Conway, KS. In the event of such a reversal, Carrier would be able to provide service from Hutchinson, KS – Rail Unloading Facility to Conway, KS, thereby temporarily suspending deliveries or receipts to Hutchinson, KS pursuant to this Item No. 97.

(B) A Shipper desiring to make a shipment on the Hutchinson, KS – Rail Unloading Facility to

Conway, KS segment in a month should submit a scheduling request and specify that the requested shipment will need bi-directional service under this Item No. 97.

(C) Following the receipt of all such scheduling for service, Carrier will make a determination as to whether it can temporarily reverse the flow of Carrier's pipeline extending from Hutchinson, KS – Rail Unloading Facility to Conway, KS during the requested month.

(D) Carrier will consider, among other things, the following factors when determining whether to reverse the pipeline segment: the level of scheduling requests for normal transportation service from Conway, KS to either Hutchinson, KS or the Hutchinson, KS – Rail Unloading Facility and the level of scheduling requests received for transportation service from Hutchinson, KS – Rail Unloading Facility to Conway, KS.

(E) Carrier will reverse the pipeline segment extending from Hutchinson, KS – Rail Unloading Facility to Conway, KS in a given month only when and to the extent that all volumes of Petroleum Products transportation service on the Conway, KS and Hutchinson, KS pipeline segment can be accepted by Carrier without prorationing and there is sufficient remaining capacity to provide temporary pipeline transportation service from Hutchinson, KS – Rail Unloading Facility to Conway, KS.

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SECTION 2

<p>LOCAL RATES for the TRANSPORTATION OF PETROLEUM PRODUCTS (as defined in Item No. 10) BY PIPELINE All Rates in cents per barrel of forty-two (42) United States Gallons The rates contained in this section apply only via the lines of the NuStar Pipeline Operating Partnership L.P.</p>
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<u>[I] ALL RATES IN THIS ITEM ARE INCREASED</u>				
Item No. 100.				
Rates in this Item include delivery into storage at Carrier's terminals or consignor facilities. See Items No. 65 Injection Additives and Dyes, 79 Transmix Charges, 80 Storage Charges, 85 Terminal Charges, and 96 Special Handling Services for applicable charges.				
	FROM	Arkansas City, Wichita, El Dorado, Conway*	McPherson, KS	Council Bluffs, IA
TO				
[M]	Salina, KS	92.76		----
[M]	Hutchinson, KS*	67.09		----
[M]	Concordia, KS	100.53		----
[M]	Geneva, NE	153.19	145.76	183.56
	North Platte, NE	244.06	237.11	----
±	North Platte (UP), NE	261.10	254.11	273.29
[M]	Columbus, NE	← 200.18	← 192.93	----
[M]	Osceola, NE	← 193.96	← 186.69	142.98
[M]	Norfolk, NE	← 221.20	← 214.06	115.79
	Yankton, SD	← 215.07	← 208.08	
±	Vermillion, SD	← 219.10	← 212.09	----
	LeMars, IA	← 219.10	← 212.09	----
	Milford, IA	← 168.09	← 161.08	----
	Rock Rapids, IA	219.10	212.09	----
	Sioux Falls, SD	214.79	207.88	110.83
	Mitchell, SD	257.09	250.10	152.87
	Wolsey, SD	298.13	291.14	193.81
	Aberdeen, SD	330.12	323.15	225.94
[M]	Jamestown, ND	367.83	360.55	260.07
	Council Bluffs, IA	200.18	192.93	

* The Conway, KS to Hutchinson, KS route and rate has been moved. However, Conway, KS origins to other destinations still apply. See Item No. 101.

Item No. 101. Conway, KS to Hutchinson, KS and Hutchinson, KS – Rail Unloading Facility to Conway, KS Volume Incentive Program

Local and Incentive Rates for the
TRANSPORTATION OF PETROLEUM PRODUCTS
(as defined in Item No. 10)

BY PIPELINE

All Rates in cents per barrel of forty-two (42) United States Gallons

The rates contained in this section apply only via the lines of the

NuStar Pipeline Operating Partnership L.P.

Rate from Conway, KS to Hutchinson, KS include delivery into storage at Carrier's terminals or consignor facilities. See Items Nos: 65 Injection Additives and Dyes, 79 Transmix Charges, 80 Storage Charges, 85 Terminal Charges, and 96 Special Handling Services for applicable charge.

Rate from Conway, KS to Hutchinson, KS- Rail Unloading Facility include delivery into consignor facilities at destination.

From	To	Base Rate
Conway, KS	Hutchinson, KS	[I] [M] 53.21
	Hutchinson, KS – Rail Unloading Facility	[I] [M] 53.21
Hutchinson, KS – Rail Unloading Facility	Conway, KS	[I] [M] 59.95 Note 1

Note 1: For Shippers that made a written commitment to Carrier and qualify for the Incentive Rates, as described and set forth in this Item No. 101, transportation of such Shippers volumes from Hutchinson, KS – Rail Unloading Facility to Conway, KS, pursuant to Item No. 97, will count toward such Shippers' Annual Commitment Volume. No additional fees shall apply for the transportation of volumes from Hutchinson, KS – Rail Unloading Facility to Conway, KS under this Item No. 101.

A Shipper transporting Petroleum Products under the provisions of Item 101 will pay the Carrier the indicated Incentive Rate that corresponds to the Annual Commitment Volume.

		All Rates in cents per barrel of forty-two (42) United States Gallons
Commitment Year 1	First 1,250,000 barrels	Base rate in Item 101
	> 1,250,000 barrels	Incentive Rate = [I] 29.07
Commitment Year 2	First 1,250,000 barrels	Base rate in Item 101
	> 1,250,000 barrels	Incentive Rate = [I] 29.07

Any Shipper who originates from the Conway, KS terminal and delivers Petroleum Products as shown in Item No. 101 desiring to avail themselves of the Incentive Rates as set forth in Item No. 101 must satisfy all of the following provisions:

- a) Shipper must enter into a prior written commitment with Carrier.

- b) The Commitment Term shall be twenty four (24), but not longer than the effectiveness of this Item 101 or any successive issues, reissues and amendments thereto.
- c) The Annual Commitment Volume shall be equal to the amounts specified in Item 101. Subject to Item No. 60, Carrier shall not be obligated during any one calendar month to deliver more than two hundred percent (200%) of the prorated monthly Minimum Annual Commitment Volume specified in Item No. 101.
- d) Shipper transporting Petroleum Products under the provisions of this Item will pay to Carrier the indicated incentive rate in Item No. 101. Additionally, Shipper will be responsible for all other applicable charges, rules and regulations contained within this tariff.

Item No. 105 McPherson to Council Bluffs Incentive Program
 [I] ALL RATES IN THIS ITEM ARE INCREASED

Local and Incentive Rates for the
TRANSPORTATION OF PETROLEUM PRODUCTS
 (as defined in Item No. 10)
BY PIPELINE
 All Rates in cents per barrel of forty-two (42) United States Gallons
 The rates contained in this section apply only via the lines of the
 NuStar Pipeline Operating Partnership, L.P.

Rates in this Item No. 105 include delivery into storage at Carrier's terminals or consignor facilities. See Items Nos.: 65 Injection Additives and Dyes, 79 Transmix Charges, 80 Storage Charges, 85 Terminal Charges, and 96 Special Handling Services for applicable charge

FROM	TO	BASE RATE	INCENTIVE RATE
McPherson, KS	Council Bluffs, IA	192.93	171.32

Ten Year McPherson to Council Bluffs Incentive Program Incentive Program

Any Shipper who originates from McPherson, KS and delivers Product to Council Bluffs, IA desiring to avail themselves of the Incentive Rates as set forth in Item No. 105 must satisfy all of the following provisions:

- a) Shipper must enter into a prior written commitment with Carrier.
- b) The Commitment Term shall be 10 years (120) months, but not longer than the effectiveness of this Item No. 102 or any successive issues, reissues and amendments thereto.
- c) The Annual Commitment Volume shall be a minimum annual commitment volume from McPherson, KS to Council Bluffs, IA of 3,467,500 barrels.
- d) Shipper transporting Product under the provisions of this Item will pay to Carrier the indicated incentive rate in Item No. 105. Additionally, Shipper will be responsible for all other applicable charges, rules and regulations contained within this tariff.

Item No. 110. Rates in this Item include delivery into consignor facilities at destination.

[I] ALL RATES IN THIS ITEM ARE INCREASED

FROM: TO:	Arkansas City, KS	Wichita, KS	El Dorado, KS
Wichita, KS	[M] 69.50	[M] 29.20**	[M] 62.39
El Dorado, KS	[M] 60.16	[M] 54.89	----
McPherson, KS	[M] 67.58	[M] 64.68	[M] 60.16
Conway, KS	[M] 69.50	[M] 67.58	[M] 62.39

** From Wichita, KS NuStar 21st Street Junction

Item No. 120. TRANSFER CHARGES [M]

Rates in Item No. 110 include delivery into consignor facilities at destination.

When pumping schedules permit, transfers will be made in either direction between Carrier's two (2) El Dorado stations for a charge of [U] twenty-eight and thirty- three (28.33) cents per barrel.

SECTION 3

JOINT RATES AND ROUTES
for the
TRANSPORTATION OF PETROLEUM PRODUCTS
(as defined in Item No. 10)
BY PIPELINE
All Rates in cents per barrel of forty-two (42) United States Gallons

Item No. 130.

[I] ALL RATES IN THIS ITEM ARE INCREASED

Rates in this Item include delivery into storage at Carrier's terminal or consignor facilities. See Items No. 65 Injection Additives and Dyes, 79 Transmix Charges, 80 Storage Charges, 85 Terminal Charges for applicable charges.

TO	FROM VIA ROUTE	Ponca City, OK No. 2
[M] ±	El Dorado, KS	62.23
[M] ±	Wichita, KS	----
[M] ±	McPherson, KS	69.50
[M] ±	Conway, KS	71.76
[M]	Salina, KS	96.57
[M]	Hutchinson, KS	67.09
[M]	Concordia, KS	100.53
[M]	Geneva, NE	153.21
	North Platte, NE	244.06
	± North Platte (UP), NE	261.10
[M]	Columbus, NE	← 200.33
[M]	Osceola, NE	← 193.96
[M]	Norfolk, NE	← 221.20
	Yankton, SD	← 215.07
	± Vermillion, SD	← 219.10
	LeMars, IA	← 219.10
	Milford, IA	← 168.09
	Rock Rapids, IA	219.10
	Sioux Falls, SD	214.79
	Mitchell, SD	257.09
	Wolsey, SD	298.13
	Aberdeen, SD	330.12
[M]	Jamestown, ND	367.83

Item No. 150. ROUTING INSTRUCTIONS

ROUTE No. 2	Phillips 66 Carrier LLC to Arkansas City or 21 st Jct, Kansas, thence NuStar Pipeline Operating Partnership L.P.
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