

Texas No. 108.6.0
(Cancels Texas No. 108.5.0)

Filed on:

Oct 1 2024

Gas Services Department
Railroad Commission of Texas

NuStar Logistics, L.P.

Containing the Rates Applicable to the
Interstate Transportation by Pipeline of

CRUDE PETROLEUM

Rates herein are governed by Rules and Regulations provided in NuStar Logistics, L.P. R.R.C. No. 100.9.0 and reissues thereof. If any language herein modifies or conflicts with general language on the same subject matter in the Rules and Regulations tariff, the specific language in this tariff will control.

NuStar Logistics, L.P. P-5 Permit # 616747; P-4 Permit #04851

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

ISSUED: October 1, 2024

EFFECTIVE: October 1, 2024

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Rates in Dollars per Barrel

| FROM: | TO: | RATE: |
|--|---|--------------|
| Corpus Christi North Beach, Nueces County, Texas | Trafigura Pipeline Connection, Nueces County, Texas | [1] \$0.1364 |

LOCAL RULES AND REGULATIONS

The following is an exception to Special Rule Definitions, in R.R.C. No. 100.9.0 and reissues thereof. The additional Definitions apply to the tariff:

“API” means American Petroleum Institute.

“ASTM” means American Society for Testing Materials.

“Consignee” means the party to whom a Shipper has ordered the delivery of Crude Petroleum at the Destination after transportation on the System.

“Consignor” means the party from whom a Shipper has ordered the receipt of Crude Petroleum at the Origin for transportation on the System.

“Quality Specifications” has the meaning set forth in Item 2.

“Tender,” “Tenders,” and “Tendered” means the delivery by a Shipper to Carrier of a stated quantity and grade of Crude Petroleum, under a Nomination accepted by Carrier, for transportation on the System in accordance with this tariff these rules and regulations.

“System” means Carrier’s common carrier pipeline system, including all appurtenances thereto, related to the provision of transportation services provided by Carrier pursuant to this Tariff.

The following is an exception to Special Rule 2 Crude Petroleum, Acceptance of R.R.C. No. 100.9.0 and reissues thereof.

ITEM 2 Quality Specifications

Carrier will from time to time determine which grades or grade blends of Crude Petroleum it will regularly transport as a Common Stream on the System between particular Origin(s) and Destination(s).

The Common Stream that Carrier transports on its system are set forth in the table below:

| Grade | Minimum API Gravity | Maximum API Gravity |
|-------------------------------|---------------------------------|------------------------------|
| Intermediate Crude Oil | | Less than or equal to 45 API |
| West Texas Intermediate (WTI) | Greater than or equal to 36 API | Less than or equal to 44 API |
| Light Crude Oil | Greater than 45 API | Less than or equal to 55 API |

Subject to applicable law, Carrier has complete discretion on the grade of Crude Petroleum transported on the system and reserves the right to add or remove any additional grades of Crude Petroleum for transportation on the system. Shipper may request that Carrier accept for transportation on the system other specified Common Stream grades or that Carrier accept for transportation on the system other grades of Crude Petroleum as a Segregated Batch. Any such request by Shipper must specify (1) the API Gravity and/or the Reid vapor pressure for the Crude Petroleum requested to be shipped by Shipper, and (2) the sulfur content weight percentage limitation for such Crude Petroleum. If Carrier, in its sole discretion, determines that it will ship additional Common Stream grades on its System, Carrier will amend this tariff to incorporate any necessary provisions to address batching, interface mixtures, and other similar provisions, to the extent necessary and applicable. Carrier may also elect, in its sole discretion, to cease transporting such additional Common Stream grades of Crude petroleum, in which case Carrier will provide Shippers with at least thirty (30) days' notice of its intention to cease transporting such Common Stream grade of Crude Petroleum.

Crude Petroleum Tendered by Shipper shall conform to the Quality Specifications within the applicable grade.

Carrier shall not be required to accept Crude Petroleum at an Origin that does not conform to the quality specifications of an upstream or downstream connecting facility.

Unless otherwise agreed to by Carrier, Crude Petroleum Tendered at an Origin(s) shall be free of any additives, inhibitors, and/or drag reducing agents. Carrier may add additives, inhibitors, and/or drag reducing agents to Crude Petroleum, and Shipper shall accept delivery of Crude Petroleum containing such additives, inhibitors, and/or drag reducing agents at the Destination.

In the event Shipper Tenders Off-Spec Product: (a) Carrier may accept such Shipper's delivery of Crude Petroleum that does not meet the specifications set forth in this Item 2 ("Off-Spec Product") if Carrier determines, in its sole discretion, that the quality of the Off-Spec Product does not materially interfere with the Quality Specifications of other Crude Petroleum in the System or otherwise adversely impact the operation of the System; or (b) Carrier may reject Shipper's delivery of Off-Spec Product.

If Carrier accepts Shipper's delivery of Off-Spec Product, Shipper shall continue to be liable for all contamination or damage to other Crude Petroleum being transported on the System or to Carrier's System resulting from Shipper's Tender of Off-Spec Product. In the event Carrier does not accept Shipper's Off-Spec Product, Carrier may exclude such Shipper from further entry into Carrier's System until such time as Shipper returns the quality of its Crude Petroleum to a level satisfactory to Carrier in accordance with this tariff. In addition, Carrier reserves the right to dispose of any Off-Spec Product in the System at Shipper's risk and expense, which such disposal may be made in any reasonable manner, including but not limited to, commercial sales. From the proceeds of said sale, Carrier will pay itself the transportation charges and other fees and lawful charges, including expenses incident to storage at said sale, and the balance remaining, if any, shall be held for Shipper or whoever may be lawfully entitled thereto. Carrier shall have no liability to Shipper associated with Carrier's disposition of Off-Spec Product in accordance with this Item 2 except as set forth herein. Nothing contained in this tariff, any other tariff, any pipeage contract, Throughput and Deficiency Agreement, or any other document, nor any receipt by Carrier of Off-Spec Product (either unknowingly, as a temporary accommodation, or in its

discretion), shall be construed to affect Carrier's right, at any time and from time to time, to reject Tenders of Off-Spec Product and to refuse or suspend receipt of such Off-Spec Product until it is established to Carrier's reasonable satisfaction that subsequent deliveries of Crude Petroleum will conform to the applicable Quality Specifications. In addition to any other remedies available to Carrier, Carrier may also charge Shipper and Shipper agrees to pay the costs and expenses incurred to treat or otherwise dispose of any Off-Spec Product that Shipper delivers to Carrier, including without limitation any penalties or charges incurred by Carrier related to such Off-Spec Product. Carrier's acceptance of Off-Spec Product pursuant to this Item 2 does not give Shipper any right to ship Off-Spec Product on the System in the future and does not change Shipper's obligation to strictly comply with the provisions of this tariff, including the Quality Specifications.

Carrier or its representative may test any Crude Petroleum Tendered for transportation on the System for compliance with the Quality Specifications. All such tests shall be performed by Carrier or its representative, but Shipper, Consignor or Consignee may be present or represented at the testing provided such witnessing does not unreasonably interfere with Carrier's operation of the System. Upon written request of Shipper, Carrier shall provide reasonable advance notice to Shipper of any such testing (other than the continuous monitoring of the System). Crude Petroleum quality shall be tested in accordance with applicable API/ASTM standards and pipeline industry practice or such other tests as may be agreed upon by Carrier and Shipper. All tests performed by Carrier shall be final and shall control.

The following is an exception to Special Rule 10 Operation of R.R.C. No. 100.9.0 and reissues thereof.

Item 3: Special Rule 10 Operation – Gravity Bank does not apply. Carrier will operate the pipeline as a Common Stream Operation.

The following is an exception to Special Rule 22 Establishment of Grades of R.R.C. No. 100.9.0 and reissues thereof.

Item 4 Establishment of Grades

Carrier will from time to time determine which grades of Crude Petroleum it will regularly transport as a Common Stream and as a Segregated Batch between particular Origins and Destinations on its pipelines.

Common Stream grades are:

| Grade | Minimum API Gravity | Maximum API Gravity |
|-------------------------------|---------------------------------|------------------------------|
| Intermediate Crude Oil | | Less than or equal to 45 API |
| West Texas Intermediate (WTI) | Greater than or equal to 36 API | Less than or equal to 44 API |
| Light Crude Oil | Greater than 45 API | Less than or equal to 55 API |

The following is an exception to Special Rule 23 Processed Condensate Export of TX No. 100.22.0 and reissues thereof.

Item 5: Special Rule 23 Processed Condensate Export does not apply.

Explanation of Reference Marks

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