Texas No. 114.2.0
(Cancels Texas No. 114.1.0)

NuStar Logistics, L.P.

RULES, REGULATIONS, AND RATES TARIFF

[C] ~~NORTHERN MEXICO SUPPLY~~

VALLEY EXPANSION

CONTAINING THE

RATES, RULES, AND REGULATIONS

GOVERNING THE TRANSPORTATION

BY PIPELINE OF

PETROLEUM PRODUCTS

(As Defined Herein)

Subject to the Rules and Regulations set forth herein.

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

EFFECTIVE: DECEMBER 1, 2026

Issued by:
David Walter
Senior Vice President
NuStar Logistics, L.P.
8111 Westchester Drive
Dallas, TX 75225

Compiled by:
Diane A. Daniels
on behalf of
NuStar Logistics, L.P.
1300 Main Street
Houston, TX 77002
(713) 989-7425
tariffs@energytransfer.com

Operated under NuStar Logistics, L.P.'s P5 ID No. 616747 and T-4 Permit Nos. 01760, 02443, 00257, 04432, 06951, 06954 and 07568.

TABLE OF CONTENTS

Subject	Item No.	Page No.
Definitions	1	3
Product Specifications and Testing	2	6
Required Facilities at Origin Point and Destination Point	3	7
Nominations; Minimum Batch Requirements	4	8
Products Involved in Litigation, etc.	5	8
Product Measurement	6	[W] ~~8~~ 9
Product Transportation Requirements; Identity of Products; Transmix	7	9
Liability of Shipper and Carrier	8	9
Financial Assurances; Payment of Charges for Transportation; Security Interest	9	10
Pipage and Pumpage Contracts and Connection Policy	10	[W] ~~11~~ 12
Notice of Claims	11	12
Proration of Pipeline Capacity	12	12
Tax Registration	13	15
Event of Force Majeure	14	[W] ~~15~~ 16
Compliance Costs	15	[W] ~~15~~ 16
Carrier Discretion	16	16
Survival	17	16
Demurrage Charges	18	16
[W] ~~Intentionally Left Blank~~ Intrastate Transportation Only	19	16
Governing Law and Jurisdiction	20	[W] ~~16~~ 17
Rates	100	[W] ~~17~~ 18

Item 1 Definitions

"Affiliated Shipper" means any entity that, directly or indirectly: (a) controls a Shipper; (b) is controlled by another Shipper; or (c) is controlled by the same entity that controls a Shipper. For purposes of this definition, the terms "controls" and "controlled by" mean the power to direct or cause the direction of the management of and policies of another entity whether through the ownership of shares, a contract, trust arrangement or any other means, either directly or indirectly, that results in control in fact, but notwithstanding the foregoing includes, with respect to the control of or by a corporation, partnership or limited liability company, the ownership of shares or equity interests carrying not less than 50% or more of the voting rights regardless of whether such ownership occurs directly or indirectly. Without limitation, any one or more of the following shall conclusively evidence that entities are Affiliated Shippers of each other: (1) use of shared mailing or business addresses; (2) use of shared business telephone numbers; (3) use of common bank account(s) in relation to Carrier's requirements set forth in Item 9; (4) the same or substantially the same management, general partner, or managing member; and/or (5) one Shipper directing or conducting business on behalf of another Shipper.

"A.P.I." means American Petroleum Institute.

"ASTM" means American Society for Testing Materials.

"Barrel" means a barrel of forty-two (42) gallons, United States measurement at sixty degrees Fahrenheit (60ºF).

"Batch" means a quantity of Products of like characteristics delivered by Shipper or Consignor for transportation on the System as an identifiable unit.

"BPD" means Barrels per day.

"Carrier" means NuStar Logistics, L.P.

"Change in Law" means the adoption, amendment, enactment, implementation, issuance, modification, promulgation, or repeal of any Law or any material change in the interpretation of any Law by any Governmental Authority that causes Carrier to incur additional expenses in order to operate the System in compliance with such Law. **[C]** ~~For purposes of this definition, a Change of Law includes a change in the Laws of Mexico that will cause Carrier to incur additional expenses in order to operate the System in compliance with such Law and/or deliver Product to a connecting pipeline and/or terminal in Mexico.~~

"Change in Law Event" means the occurrence of a Change in Law that necessitates the expenditure of Compliance Costs.

"Collateral" means: (a) all Products accepted by Carrier for transportation, terminalling, or otherwise while in the possession of Carrier; (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier but only while in the possession of Carrier; (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (d) the proceeds from any of the foregoing, excluding the proceeds from any sale by Shipper of Product redelivered by Carrier to Shipper at a Destination Point.

"Compliance Costs" means expenses incurred by Carrier as a result of a Change in Law Event, including capital expenditures, irrespective of whether such expenses are to be incurred as a one-time expenditure or periodically for an extended period.

"Connection Policy" means the policy issued by Sunoco LP and applicable to its affiliates setting forth the requirements that must be met for any connections to a facility, as such policy may be amended from time-to-time.

"Consignee" means the party to whom a Shipper has ordered the delivery of Products at the Destination Point(s) from the System.

"Consignor" means the party to whom a Shipper has ordered the receipt of Products at the Origin Point(s) for transportation on the System.

"Daily Minimum Volume Commitment" means that ratable minimum amount, in BPD, that a Priority Shipper commits to tender to Carrier at an Origin Point for transportation to a Destination Point during the term of such Priority Shipper's Throughput and Deficiency Agreement.

"Destination Point(s)" means the outlet flange from the System identified in Item 100, at which point Carrier will deliver Product to Shipper or its Consignee.

"Due Date" has the meaning set forth in Item 9.

"Event of Force Majeure" means any foreseeable or unforeseeable event or occurrence beyond the reasonable control of either Carrier or Shipper, which by the exercise of due diligence and reasonable care, Carrier or Shipper, as applicable, has been unable to prevent or overcome that delays or prevents Carrier or Shipper, as applicable, from performing its obligations under this tariff, including the following: (a) natural phenomena and acts of God, such as earthquakes, extreme heat, fires, floods, freezes, hurricanes, landslides, lightning, storms, washouts, wind, and/or any other natural occurrence; (b) strikes, lockouts, boycotts, picketing, labor and/or other industrial disturbances; (c) acts of public enemies, acts of terrorism, civil unrest, sabotage, wars, blockades, insurrections, drug cartels or gangs, drug-related violence, and/or epidemics; (d) any period for which any contractor, supplier and/or vendor invokes force majeure (provided that the event that gave rise to the right of such contractor, supplier or vendor to invoke force majeure in its contract would have also been an event of Force Majeure under this definition had it occurred to one of the Parties); (e) acts of any Governmental Authority, including, but not limited to: (i) an order; (ii) modifications to Law, (iii) the delay or failure to issue a Permit; and (iv) the cancellation of a Permit (but excluding any such resulting from the failure of the Party claiming Force Majeure to comply with applicable Law); (f) explosions, shortages of power or other utilities, and/or breakdown, damage and/or malfunction to machinery, equipment and/or lines of pipe; (g) the inability to obtain or unforeseen delays in obtaining materials, equipment, third party services and/or labor (provided that the event that gave rise to such delays would have also been an Event of Force Majeure under this definition had it occurred to one of the Parties); (h) any events resulting in delays to the start-up and commissioning of the System; (i) the inability to obtain or unforeseen delays in obtaining easements or rights of way and required permits or licenses any and all irrevocable approvals, consents, easements, permits, and railroad/road crossing licenses and agreements required to construct and to operate the System from any third party property owner and any Governmental Authority, to acquire land rights, environmental permits, maritime/water crossing permits, spatial development plan or zoning variances or amendments, and planning permissions necessary to operate the System; and (j) events of force majeure declared by a third party that interfere with performance under this tariff, provided that such events of force majeure would otherwise qualify as an Event of Force Majeure under this tariff if such events directly occurred with respect to the Party claiming force majeure under this tariff. Notwithstanding the above, the following acts or events shall not constitute an Event of Force Majeure: (1) changes in costs of materials or Products, (2) shortage or other failure to obtain Products, (3) absence of a market for Products; (4) availability of more attractive markets for Products or alternative Products transportation systems, (5) either Carrier's or Shipper's inability to economically perform its obligations under this tariff, including either Carrier or Shipper's inability or failure to pay amounts accruing hereunder or under a Throughput and Deficiency Agreement, as applicable, or (6) the inability of Shipper to deliver or receive Products from the System due to its connection facilities upstream or downstream of the System not being in service or otherwise unavailable to deliver or receive Products to or from the System, as applicable.

"Governmental Authority" means any and all applicable federal, state, or local government or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government or any other government authority, agency, department, board, commission or

instrumentality of the United States of America, any state of the United States of America or any political subdivision thereof, any court, tribunal or arbitrator(s) of competent jurisdiction, and any governmental or non-governmental self-regulatory organization, agency or authority, including, but not limited to, a port authority [C]~~; and any applicable Mexican executive, legislative, judicial, regulatory or administrative agencies, including, but not limited to the Mexican Energy Regulatory Commission ('*CRE*'), the Secretary of Environment and Natural Resources ('*SEMARNAT*' and '*ASEASEMARNAT*'), the Mexican Department of Energy ('*SENER*'), the Department of the Interior ('*SECOB*'), the National Water Commission ('*CONACUA*'), the International Boundary and Waters Commission ('*CILA – SRE*'), the Department of Communications and Transportation ('*SCT*'), and the Federal Telecommunications Institute ('*IFETEL*'). The term Governmental Authority shall also mean any successor agency with the same or similar functions as those conducted by the enumerated agencies~~.

~~"International Boundary" means land and river boundaries that demarcate between the United States jurisdictional lines and another country's jurisdictional lines in accordance with existing international agreements.~~

"Law" means any and all applicable federal, state, local, municipal or other administrative authorization, code, constitution, decree, directive, injunction, law, legal action, license, order, permit, ordinance, requirement, regulation, rule or statute, issued or promulgated by a Governmental Authority whether in effect as of the date hereof or thereafter and, in each case, as amended.

"Liability(ies)" means any and all actual and threatened actions, causes of action, claims, charges, damages, demands or fines, of any kind or character and related costs (including court costs, regulatory costs, dispute resolution costs, mediation costs, reasonable defense costs and attorneys' fees, settlement costs, and other expenses of litigation), lawsuits, liabilities, losses, obligations, penalties, proceedings, and suits.

[N] "Minimum Volume Commitment" or "MVC" means the minimum volume of Product, expressed in Barrels per Day, that Shipper is obligated to ship, or pay for if not shipped, under the applicable Throughput and Deficiency Agreement.

"Monthly Volume Commitment" means the product of (a) a Priority Shipper's Daily Minimum Volume Commitment and (b) the number of days in the applicable month.

"Nomination" or "Nominations" has the meaning set forth in Item 4.

"Obligations" means: (a) all antecedent, current, and future charges, fees, or expenses for transportation, terminalling, demurrage, storage, preservation, deficiency payments, special, ancillary, interest, and other lawful charges arising under or related to this tariff or the contracts entered into in connection with this tariff (including any Throughput and Deficiency Agreement, invoices, or Nominations); (b) all amounts owed under any modifications, renewals or extensions of any of the foregoing obligations; (c) all other amounts now or in the future owed by Shipper to Carrier, whether or not of the same kind or class as the other obligations owed by Shipper to Carrier; (d) 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; and (e) all charges or expenses described in Tex. Bus. & Com. Code § 7.307(a).

"Off-Spec Product" means petroleum product that does not meet the Quality Specifications.

[C] ~~"Open Season" means the open season held by Carrier commencing June 2019, seeking volume commitments on the System, and any supplemental open seasons thereto seeking volume commitments on the System prior to the Start-Up Date.~~

"Origin Point(s)" means the inlet flange to the System identified in Item 100, at which point Carrier will accept Product from Shipper or its Consignor.

"Party" means either Shipper or Carrier, and "Parties" means collectively Shipper and Carrier.

"Permit" means any and all approvals, consents, easements, licenses, permits, and/or other requirements from any Governmental Authority required to construct and/or operate the System.

"Pipeline Specification Manual" means Carrier's Pipeline Specification Manual dated September 15, 2025, copy of which is available on Carrier's public website at www.sunocolp.com.

"Priority Rates" means the rates identified as the "Priority Rates" in Item 100.

"Priority Service" means service that is not subject to prorationing during normal operating conditions. "Priority Shipper" means a Shipper with which Carrier has executed a Throughput and Deficiency Agreement during the Open Season, pursuant to which such Priority Shipper will receive Priority Service on the System each day up to the Priority Shipper's Monthly Volume Commitment in accordance with Item 12.

"Product" or "Products" means those types of domestic-grade Product identified in this tariff and in Carrier's Pipeline Specification Manual that meet the applicable Quality Specifications.

"Quality Specifications" has the meaning set forth in Item 2.

"Shipper" means any person or entity that transports Products on the System in accordance with this tariff.

[C] ~~"Start-Up Date" means 12:00 a.m. on the date on which the System has been substantially completed and is ready to provide service under this tariff, as determined by Carrier in its sole discretion.~~

"System" means the additional expansion capacity and improvements [C] ~~constructed and made available pursuant to the Open Season~~, including all appurtenances thereto, related to the provision of transportation services provided by Carrier pursuant to this tariff.

"Throughput and Deficiency Agreement" means an effective agreement executed between Carrier and a Priority Shipper [C] ~~during the Open Season~~, under which the Priority Shipper commits to ship, [N] a Minimum Volume Commitment, or otherwise pay for, transportation of [W]~~a~~ the [W] ~~m~~Minimum [W] ~~v~~Volume [N] Commitment of Products for a specified period of time on the System.

"Transmix" means that mixture of petroleum products occurring between adjoining Batches of Products having dissimilar physical characteristics that cannot be absorbed into the adjoining Batches.

"Uncommitted Rates" are the rates identified as the "Uncommitted Rates" in Item 100.

"Uncommitted Shipper" means any Shipper that is not a Priority Shipper.

"Unremoved Product" has the meaning set forth in Item 18.

Item 2 Product Specifications and Testing

Products tendered by Shipper for transportation on the System shall conform to the applicable Product specifications issued by Carrier for each such Product. The specifications applicable to each Product are set forth in Carrier's Pipeline Specification Manual, as such quality specifications may be amended by Carrier from time-to-time (such specifications, the "Quality Specifications"). Carrier shall have the right, in its sole discretion, to change or modify the Quality Specifications and/or change, modify, inject, and/or require additives and inhibitors, including drag reducing agents, to conform to Law, operating procedures and/or those specifications of upstream or downstream connecting facilities, as applicable. Subject to applicable Law, Carrier has complete discretion on the grades and types of Products transported on the System and reserves the right to add or remove any

additional grades or types of Product for transportation on the System. Carrier shall not be required to accept Product at an Origin Point that does not conform to the quality specifications of a connecting facility.

Unless otherwise agreed to by Carrier, Products tendered at the Origin Point shall be free of any additives, inhibitors, and/or drag reducing agents. Carrier may add additives, inhibitors, and/or drag reducing agents to Products, and Shipper shall accept delivery of Products containing such additives, inhibitors, and/or drag reducing agents at the Destination Point.

In the event Shipper tenders Off-Spec Product: (a) Carrier may accept such Shipper's delivery of 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 Products 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 be liable for all contamination or damage to other Products 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 Products 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 Products 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.

Shipper or Consignor shall perform applicable tests to ensure that the Products it tenders to Carrier for transportation on the System conform to the Quality Specifications. Carrier may also require Shipper to furnish a certificate of analysis by a licensed petroleum inspector showing the final tests of the Products tendered for transportation on the System.

Carrier or its representative may test any Product 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). Product quality shall be tested in accordance with applicable A.P.I./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.

Item 3 Required Facilities at Origin Point and Destination Point

Carrier will not provide tankage for the receipt of Products at the Origin Points or for the delivery of Products at the Destination Points. Shipments will be accepted for transportation only from tankage provided by Shipper at established Origin Points for delivery to tankage provided in advance by Shipper at established Destination Points.

Carrier may require Shipper to provide evidence of such tankage at the time Shipper's Nomination is provided to Carrier in accordance with Item 4. Carrier reserves the right to reject any Product tendered by Shipper or Consignor for transportation the System if such Product is not capable of being delivered to an Origin Point at the pressures and pumping rates required by Carrier, or such Product is not capable of being received at the Destination Point at the pressures and pumping required by Carrier. Carrier assumes no responsibility to accept any Products from Shipper at any time that Shipper, Consignor, or Consignee does not have the requisite facilities necessary for promptly receiving such Products.

[C] ~~Shipper, Consignor, or Consignee shall make arrangements for transportation or delivery across the International Boundary and for compliance with Law associated therewith.~~

Item 4 Nominations; Minimum Batch Requirements

Any Shipper desiring to ship Products on the System shall furnish Carrier with a written notice ("Nomination") that shall be received by Carrier on or before the fifteenth (15th) day of the month prior to the calendar month in which Shipper desires transportation. If the fifteenth (15th) day of the month falls on a weekend or holiday, the Nomination is due on the last workday before the fifteenth (15th) day of the month. A "workday" 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. A Nomination shall specify each Product to be shipped on the System, the volume of each such Product, and the designated Origin Point and Destination Point of each Product offered to Carrier for transportation on the System. If (a) Shipper does not furnish a Nomination or otherwise fails to comply with the provisions of this tariff or a Throughput and Deficiency Agreement, as applicable, or (b) Carrier does not accept a Nomination because it was submitted after the deadline noted in this Item 4 or is otherwise deficient in any respect, then Carrier will be under no obligation to accept Shipper's tender of Products for transportation on the System. However, Carrier may decide, in its sole discretion, to accept a Nomination received after the due date set forth in this Item 4, provided that capacity is available on the System and operating conditions permit such acceptance.

Products will be accepted for transportation, subject to the provisions contained herein, only at such times as Products of the same or similar quality and specifications are scheduled by Carrier for transport in a Batch from an Origin Point to a Destination Point at pumping rates and pressures satisfactory to Carrier, and for receiving same without delay at pressures and pumping rates required by Carrier upon arrival of Product at the Destination Point. Products to be tendered to Carrier's System in accordance with the Nomination shall be available in Shipper's tankage at the designated Origin Point for shipment at least twenty-four (24) hours prior to the scheduled date for movement into the System.

Products must be tendered for transportation in quantities of not less than 20,000 Barrels; provided that the minimum quantity of any one Product that will be accepted by Carrier at an established Origin Point from a single Shipper, or a single Consignor consigned to a single Consignee, for inclusion in a Batch is 5,000 Barrels. At Carrier's sole discretion, Carrier may from time to time accept smaller Batch sizes so long as such acceptance does not unreasonably interfere with the operations of the System.

Item 5 Products Involved in Litigation, etc.

Carrier may reject any Products, when tendered for transportation, which may be involved in litigation, the title of which may be in dispute, or which may be encumbered by a lien or charge of any kind (other than the lien created hereunder in favor of Carrier). Further, prior to tender of Products, Carrier may require of Shipper satisfactory evidence of its perfect and unencumbered title, satisfactory indemnity bond, pre-payment of anticipated transportation charges, or subordination agreement from the applicable lienholder to protect Carrier against all loss. By tendering Products to Carrier, absent written consent by Carrier otherwise, Shipper warrants and covenants that while the 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 failure of good title thereto.

Item 6 Product Measurement

All Product tendered to Carrier for transportation shall be metered by Carrier prior to, or at the time of receipt of such Products, from Shipper. Shipper, Consignor or Consignee may be present or represented during the measurement (other than the continuous measurement of the System), provided such witnessing does not unreasonably interfere with Carrier's operation of the System. Upon written request of Shipper, Carrier shall provide advance notice to Shipper of any meter proving and Shipper, Consignor or Consignee may be present or represented during such meter proving provided such witnessing does not unreasonably interfere with Carrier's operation of the System. Quantity shall be measured in accordance with applicable A.P.I./ASTM standards and pipeline industry practice. Quantities shall be corrected as to temperature from observed temperatures to sixty (60) degrees Fahrenheit. Full deduction will be made for all water and other impurities. All measurements performed by Carrier shall be final and shall control.

Item 7 Product Transportation Requirements; Identity of Products; Transmix

Carrier will transport and deliver Products with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors. Products are pumped in a certain Batch sequence for efficient operation of the System and Carrier reserves the right to specify the sequence of Batches for transportation of Products on the System. Because Carrier will operate a Batch system, Shipper is not required to provide any line fill in order to obtain transportation service on the System.

All Products tendered for transportation on the System will be subject to changes in gravity, color, quality or characteristics while in transit or as may result from unavoidable contamination between Batches. Carrier will not be obligated to make delivery of the identical Products received for transportation. Carrier may make delivery of Products out of common stocks of similar Products on hand at the Destination Point.

Transmix occurring in the System that cannot be combined with compatible Products of an adjoining Batch shall be retained in Carrier's custody. The total Transmix accumulated in an applicable segment of the System will be allocated on a monthly basis to all Shippers shipping on that applicable segment of the System in proportion to each Shipper's Barrels received into the System and transported in such applicable segment in a calendar month compared to all Barrels received into the System from all Shippers in the calendar month and transported in such applicable segment. Upon notification by Carrier, Shipper shall promptly remove the Transmix from the System.

Item 8 Liability of Shipper and Carrier

Shipper Liability:

Shipper shall be solely responsible and liable for all loss, contamination, damage, and/or degradation to Products that occurs prior to the delivery of Shipper's Products to Carrier at an Origin Point and after delivery of such Products to Shipper at a Destination Point, and all loss, contamination, damage, and/or degradation resulting from any other cause to the extent not due to the gross negligence or willful misconduct of Carrier.

As a condition precedent to Carrier's acceptance of Products for transportation under this tariff, Shipper shall release, indemnify, defend and hold harmless Carrier from and against all Liabilities to the extent arising from or related to: (a) the negligence, willful misconduct or other fault of Shipper, its Consignors, Consignees and its and their agents, contractors, employees, and representatives, (b) the release, spill, leak or discharge and related off-site migration of Product that occurs prior to Shipper or Consignor's tender of Product to Carrier at an Origin Point and after delivery to Shipper or Consignee at a Destination Point, unless and to the extent such Liability is caused by the gross negligence or willful misconduct of Carrier or its representatives; (c) any failure of Shipper, its Consignors, Consignees and its and their agents, contractors, employees, and representatives to comply with Law in all material respects, (d) any breach of or failure of Shipper, its Consignors, Consignees and its and their agents, contractors, employees, and representatives to adhere to any provision of this tariff; (e) the theft of Products by any party other than Carrier; and/or (f) the loss, contamination, damage, and/or degradation of Products resulting from any Event of Force Majeure. Further, Shipper shall be liable for and shall release, defend, indemnify and hold Carrier harmless from and against any and all Liabilities of every kind, nature or description to the extent caused by, arising out of, or resulting from Shipper's tender of Off-Spec Product, including but not

limited to, contamination, damage, or degradation to other Products being transported on the System or damage to the System or other facilities (including costs of repairing, inspecting, cleaning and decontaminating the System or the facilities of third parties). 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 dispose of any Off-Spec Product that Shipper or its Consignor delivers to Carrier, including without limitation any penalties or charges incurred by Carrier related to such Off-Spec Product.

Carrier Liability:

Subject to any liability imposed upon Carrier under applicable Law, Carrier shall not be liable for and Shipper hereby waives all Liabilities against Carrier for any delay in delivery of Products or for any loss, contamination, damage, and/or degradation to, or of Products that are caused by, result from or arise out of (a) an Event of Force Majeure, (b) breach by Shipper, Consignor or Consignee of this tariff, including any of their agents, contractors, employees, or representatives or (c) from any other cause to the extent not due to the gross negligence or willful misconduct of Carrier.

Any loss, contamination, damage, discolorization and/or degradation to, or of Products shall be apportioned by Carrier to each shipment of Products or portion thereof involved in such loss, contamination, damage, discolorization and/or degradation to, or of Products in the proportion that such shipment or portion thereof bears to the total of all Products then in the custody of Carrier; in such case, each Shipper or its Consignee shall be entitled to receive only that portion of its shipment remaining after deducting its proportion as determined above. Carrier shall prepare and submit a statement to Shippers, Consignees, and Consignors showing the apportionment of any such loss, contamination, damage, discolorization and/or degradation.

Item 9 Financial Assurances; Payment of Charges for Transportation; Security Interest

Prior to becoming a Shipper, a prospective Shipper must submit to Carrier financial information to establish creditworthiness. The type of information Carrier may request from Shipper includes but is not limited to: the most recent year end financials, 10-K reports or other filings with regulatory agencies and/or bank references. If, in the sole discretion of Carrier: (a) a New Shipper is not creditworthy, or (b) an existing Shipper's credit deteriorates, then Carrier has the option to require such Shipper to (1) prepay all transportation and other fees and lawful charges Shipper is expected to incur for the transportation of Products on the System during the subsequent six (6) months (such amount to be based off a good faith estimate provided by Shipper and agreed upon by Carrier, in its reasonable discretion), (2) provide a payment guaranty with terms acceptable to Carrier, in its sole discretion, or (3) supply an irrevocable stand-by letter of credit from a bank acceptable to Carrier in Carrier's sole discretion, with terms in a form acceptable to Carrier.

The rates and charges for transportation and services accruing on Products accepted for shipment under this tariff shall be based on the rates and charges in effect on the date of delivery by Carrier to the nominated Destination Point.

Carrier will invoice Shipper throughout the month for all transportation rates, charges and other fees dues hereunder in accordance with this tariff. Shipper shall pay all such invoiced transportation rates, charges and other fees without setoff or deduction in accordance with invoice terms and these rules and regulations no later than ten (10) days from the date of the invoice (such date, the "Due Date"). In the event Shipper disputes any portion of any invoice, Shipper shall notify Carrier in writing of the disputed portion by the Due Date. After Carrier's receipt of such notice, Carrier and Shipper shall promptly work in good faith to resolve the dispute.

[N] If applicable, Carrier will invoice a Priority Shipper for any deficiency fees or other monies due under its Throughput and Deficiency Agreement in accordance with the Throughput and Deficiency Agreement. A Priority Shipper shall pay all such invoiced deficiency fees and other fees without setoff or deduction in accordance with the Throughput and Deficiency Agreement. Disputes surrounding deficiency fees or monies due under a Throughput and Deficiency Agreement shall be resolved in accordance with the Throughput and Deficiency Agreement.

If charges are not paid by the Due Date in accordance with this Item 9 or in accordance with the Throughput and Deficiency Agreement, as applicable, 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 equal to one and a half (1.5%) percent interest per month or the maximum finance rate allowed by Law, whichever is less.

If Shipper fails to pay an invoice by the Due Date or any deficiency fees or other monies due under a Throughput and Deficiency Agreement, as applicable, then, in addition to any other remedies under this tariff and under Law, Carrier also has the right to withhold from delivery to Shipper, an amount of Product belonging to Shipper that would be sufficient to cover **[N]** (i) all overdue and unpaid charges due to Carrier from Shipper under the terms of this tariff or due under a Throughput and Deficiency Agreement, as applicable, **[W]** ~~until all such overdue and unpaid charges have been paid.~~ and/or (ii) amounts that will become due if Carrier reasonably determines that Shipper's ability or willingness to pay such amounts when due is impaired or otherwise reasonably in doubt. Carrier may continue to withhold such Product until the applicable amounts have been paid or Shipper provides credit support reasonably satisfactory to Carrier.

Carrier shall have a first priority, continuous, and continuing security interest in all Collateral to secure the payment of all Obligations from Shipper to Carrier. Such security interest shall survive delivery of any Collateral to Shipper; provided, however, that neither the Product redelivered to Shipper at a Destination Point, nor the proceeds from the sale of any such redelivered Product, shall be considered Collateral under this tariff.

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. Shipper authorizes Carrier to file such financing statements or other documents necessary to perfect and maintain the security interest herein granted.

The security interest provided herein shall be in addition to any lien provided by statute or common law, including, without limitation, a statutory carrier's lien pursuant to Tex. Bus. & Com. Code § 7.307.

In the event Shipper fails to satisfy when due any Obligation to Carrier, Carrier shall have all of the rights and remedies under applicable Law (including the rights of a secured creditor, without limitation, under the security interest described in this tariff or the rights under a statutory carrier's lien pursuant to Tex. Bus. & Com. Code § 7.307) and in addition may in its sole discretion and without notice take any or all of the following actions:

(1) withhold and refuse to deliver Collateral in its possession until all such Obligations have been paid;

(2) proceed to sell such Collateral, in accordance with the applicable provisions of state law, and apply the proceeds to such Obligations;

(3) store such Collateral or contract for storage of such Collateral pending sale or other disposition;

(4) set-off any such Obligations against any monies owed to Shipper by Carrier on any Products of Shipper in Carrier's custody; or

(5) take any other action it deems necessary for the proper protection and sale of such Collateral.

Carrier may agree, in its sole discretion, to waive its security interest in the Collateral if Shipper or Consignee provides sufficient security satisfactory to Carrier. Provided, Carrier may only waive its security interest by written document delivered to Shipper and signed by Carrier.

In the event of a sale of any Collateral, such sale shall be after any reasonable notice required by Law and such a sale shall be a Commercially Reasonable sale. For purposes of this Item 9, "Commercially Reasonable" means a sale that is commercially reasonable within the meaning of the Uniform Commercial Code. From the proceeds of said sale, Carrier will pay itself for the Obligations, including expenses incident to said sale, holding the balance

of such proceeds, if any, for delivery on demand to any person to which Carrier would have been bound to deliver the Collateral.

If a bill of lading is required under applicable Law for any lien in favor of Carrier to arise or be enforced, acceptance of the Nomination will be deemed to be the bill of lading for all Products subject to such Nomination.

Item 10 Pipage and Pumpage Contracts and Connection Policy

Separate pipage and/or pumpage contracts in accord with this tariff covering further details may be required by Carrier before any duty for transportation shall arise. Connections to the System will only be considered pursuant to the Connection Policy and are made by formal written application to Carrier. If Carrier approves any connection: (a) such connection will be subject to design requirements necessary to protect the safety, security, integrity, and efficient operation of the System in accordance with generally accepted industry standards and to protect the Products' Quality Specifications and (b) the cost of such connection (including power) shall be governed by the Connection Policy. Approved connections will be memorialized in the Connection Agreement.

Item 11 Notice of Claims

Notice of claims for loss, damage or delay in connection with shipments must be made to Carrier in writing within nine (9) months after delivery or, in case of failure to make delivery, within said nine (9) months after a reasonable time for delivery elapses. And no suit at law or in equity shall be maintained upon any claims unless instituted within two (2) years and one (1) day from the day when notice in writing is giving by Carrier to Shipper that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted by Shipper on such claims in accordance with the foregoing provisions, such claims will not be paid and Carrier will not be liable.

Item 12 Proration of Pipeline Capacity

In order to allow Carrier to equitably allocate line capacity to all Shippers during any month for which aggregate Nominations for that month exceed available capacity, Carrier shall prorate available capacity on each applicable line segment so as to avoid discrimination among Shippers. The details of this procedure are set out in this Item 12.

For purposes of this Item 12, the following defined terms have the meanings set forth below:

"Allocated Capacity" has the meaning set forth in Item 12(c).

"Base Period" is the consecutive twelve (12)-calendar month period just preceding the Calculation Month. If Carrier's System has been in operation less than twelve (12) calendar months, then the Base Period shall be the number of months during which the Carrier has been in operation preceding the Calculation Month.

"Base Shipments" are **[N]** (a) with respect to an Uncommitted Shipper that is a Regular Shipper, the average monthly shipments over a line segment by a Regular Shipper during the Base Period **[N]** and (b) with respect to a Priority Shipper, the average monthly shipments over a line segment attributed to such Priority Shipper for each month of the Base Period which shall equal to the greater of (i) its Monthly Volume Commitment in effect for such proration month or (ii) the actual volume transported for such Priority Shipper during such month under this Tariff, including firm and non-firm capacity.

"Binding Nomination" has the meaning set forth in Item 12(c).

"Calculation Month" is the calendar month just preceding the Proration Month.

"New Shipper" is any Uncommitted Shipper who is not a Regular Shipper. A New Shipper shall remain a New Shipper for a period of thirteen (13) calendar months following the first calendar month in which the New Shipper first ships Product(s) **[C]** ~~in the applicable line segment of the System,~~ following such **[C]** ~~time~~ period, the **[W]** Uncommitted ~~New~~ Shipper shall become a Regular Shipper.

"Nomination Basis" means, with respect to New Shippers, the Non-Priority Capacity to be allocated to each New Shipper, which shall be based on each New Shipper's Nomination for the Proration Month divided by the Nominations of all New Shipper for the Proration Month.

"Non-Priority Capacity" means the System Capacity of a line segment that is available for allocation to **[N]** (a) Uncommitted Shippers, including New Shippers and Regular Shippers, **[N]** and (b) Priority Shippers with respect to volumes nominated in excess of their respective Monthly Volume Commitments, each Proration Month following the allocation to Priority Shippers under Item 12(d). The Non-Priority Capacity shall equal at least ten (10) percent of the System Capacity of the line segment in a Proration Month, assuming Carrier receives sufficient Binding Nominations **[C]** ~~from Uncommitted Shippers~~ for the Non-Priority Capacity.

"Proration Month" is the calendar month for which space on a line segment is being allocated pursuant to this Item 12.

"Priority Capacity" means the System Capacity of a line segment that is available for allocation to Priority Shippers under Item 12(d) and for which Priority Shippers shall receive Priority Service. The Priority Capacity shall never exceed ninety (90) percent of the System Capacity of a line segment.

"Regular Shipper" is **[N]** (a) any Uncommitted Shipper who has shipped Product(s) in the applicable line segment of the System during at least one month of the applicable Base Period **[N]** or (b), solely with respect to volumes shipped in excess of its Monthly Volume Commitment, a Priority Shipper; provided, **[N]** however, that a New Shipper shall not graduate to a Regular Shipper until **[C]** ~~a period of~~ thirteen (13) calendar months **[W]** have ~~has~~ elapsed following the calendar month in which the New Shipper first shipped Product(s) **[C]** ~~in the applicable line segment of the System.~~

"System Capacity" is the operational capacity of the System or a line segment thereof at any applicable point in time.

Prorationing of Capacity

(a) *When capacity will be prorationed.* Capacity will be prorationed among all Shippers for any Proration Month for which Carrier determines, in its sole discretion, that the aggregate Binding Nominations for a line segment exceeds the System Capacity of that line segment. Proration will be applied separately to each segment where a need for prorationing shall arise. System Capacity on a line segment of the System will initially be allocated among Priority Shippers as a class and Uncommitted Shippers as a class; any remaining capacity will be allocated in accordance with the provisions of Item 12(f).

(b) *Prorationing on gasoline equivalent basis.* When and if Carrier, in its sole discretion, determines that a Barrel of gasoline consumes a smaller portion of capacity, on the average, than a Barrel of heavier Products such as distillate, System Capacity will be prorationed on a gasoline equivalent basis.

(c) *Prorationing procedures.* If Carrier determines that the aggregate Nominations for a line segment exceeds the System Capacity of that line segment, Carrier shall notify each nominating Shipper in writing by electronic mail of the amount of System Capacity it will be allocated through application of this Item 12 ("Allocated Capacity"). By 2 p.m. Central Time, on the next business day after receipt of such notification, each nominating Shipper must submit a revised Nomination that is equal to or less than the Shipper's Allocated Capacity. If Carrier does not receive any such revised Nomination by a Shipper by the specified time noted above, Carrier will deem the Shipper to have conclusively agreed to a Nomination amount that equals its Allocated Capacity. Each Shipper's revised Nomination or revised deemed Nomination shall be its "Binding Nomination."

(d) *Allocation to Priority Shippers*.

(i) Except as provided in Item 12(d)(ii), Carrier shall allocate each Priority Shipper on a line segment an amount of Priority Capacity equal to the lesser of the Priority Shipper's Binding Nomination for the Proration Month or its Monthly Volume Commitment. If a Priority Shipper nominates volumes in excess of its Monthly Volume Commitment, then the excess incremental volumes will be subject to prorationing under Item 12(f) below.

(ii) If an Event of Force Majeure or other operational issue causes the System Capacity to be reduced for the Proration Month, the allocation of Priority Capacity to each Priority Shipper under this Item 12(d) shall be reduced by the same percentage as the reduction in System Capacity that is caused by the Event of Force Majeure or operational issue. If an Event of Force Majeure or other operational issue causes a service disruption on only a portion of the System or at a particular Origin Point or Destination Point, Carrier shall continue to provide full operational service with respect to the unaffected portions of Carrier's System and to the unaffected Origin Point or Destination Point. Carrier will reduce the allocations of Priority Capacity to each Priority Shipper affected by such Event of Force Majeure or operational issue by the same percentage as the reduction in the System Capacity of the affected portion of the System or the reduction in receipt or delivery capability of the affected Origin Point or Destination Point, respectively and as applicable.

(e) *Availability and allocation of capacity to Uncommitted Shippers*. Following the allocation of Priority Capacity set forth in Item 12(d), Carrier shall next allocate the Non-Priority Capacity on the line segment among all Uncommitted Shippers in the following manner.

(i) Each New Shipper shall be allocated an amount of capacity in the Proration Month that is equal to:

(1) Its Binding Nomination, if the total Binding Nominations by all New Shippers is less than or equal to ten (10) percent of the Non-Priority Capacity; or

(2) its pro rata share, in accordance with its Binding Nomination, of ten (10) percent of the Non-Priority Capacity, if the total Binding Nominations by all New Shippers is greater than ten (10) percent of the Non-Priority Capacity.

(ii) Following the allocation of ten (10) percent of the Non-Priority Capacity to New Shippers, the remaining Non-Priority Capacity for that Proration Month shall be allocated to Regular Shippers that have submitted Nominations for the Proration Month. Such capacity shall be allocated among Regular Shippers in proportion to their Base Shipments. In the event that the volume of Products that would be allocated to a Regular Shipper on the basis of Base Shipments is greater than the volume it nominates in its Binding Nomination, the difference between the volume calculated on the basis of Base Shipments and its volume nominated in its Binding Nomination will be reallocated among all other Regular Shippers in proportion to their Base Shipment percentages.

(f) *Remaining Capacity*. Any System Capacity that has not been allocated through the application of Items 12(d) or 12(e) shall be allocated pro rata among all Priority Shippers having unmet Binding Nominations according to the level of each Priority Shipper's Monthly Volume Commitment. Any System Capacity that has not been allocated through the process described in the preceding sentence shall be allocated pro rata among all Uncommitted Shippers having unmet Binding Nominations according to the level of each Uncommitted Shipper's Binding Nomination.

(g) *Unused Allocated Capacity*. If a Shipper does not use the portion of System Capacity allocated to it under this Item 12 at the times and in the amounts designated by Carrier, Carrier shall have the right to use Shipper's unused portion of System Capacity to fulfill the unmet Binding Nominations of other Shippers.

(h) *Minimum Batch Size*. In the event that calculation of a Shipper's allocated Binding Nomination results in a

volume less than the required minimum Batch size set forth in Item 4, Carrier will at its option either round up Shipper's Binding Nomination to the required minimum Batch size or waive the minimum Batch size requirement.

[N]

(i) Volumes transported in excess of the Priority Shipper's Monthly Volume Commitment shall remain subject to the applicable Uncommitted Rate and shall not increase the Priority Shipper's Monthly Volume Commitment or Priority Capacity.

Affiliated Shippers

In no event shall a Shipper's allocation of capacity be used in such a manner that would enhance the allocation of another Shipper (including an Affiliated Shipper) beyond the allocation that such Shipper would otherwise be entitled to under this Item 12. Upon request of Carrier, a responsible official of Shipper's company may be required to give assurances to Carrier that this provision has not been violated. In the event any Shipper, by any device, scheme, or arrangement whatsoever, attempts to increase, transfer all or any part of its Base Shipment and/or allocated portion of capacity during a Proration Month to any other Shipper (including an Affiliated Shipper) in violation of this Item 12, or in the event any Shipper (including an Affiliated Shipper) attempts to receive and use such portion of capacity, then Carrier may reduce the portion of capacity allocated to such Shipper (including an Affiliated Shipper) in the next Proration Month after the date that the violation is discovered, by a volume equal to such attempted transfer.

For the avoidance of doubt, a Shipper may not use an Affiliated Shipper by any device, scheme, or arrangement whatsoever, to attempt to increase its Base Shipment or its allocated portion of capacity. All Affiliated Shippers will be treated and considered as one entity for the purposes of Shipper history and status. Nothing in this Item 12 shall be construed as to allow a group of Affiliated Shippers to receive a capacity allocation greater than the total allocated capacity that such group would be entitled to if all of its transportation history was consolidated in one Shipper account.

Proration Penalty

To penalize inflation of Shippers' Binding Nominations, a Shipper's space allocation for the next Proration Month will be reduced by the amount of capacity that was allocated to Shipper during the Proration Month but not utilized by Shipper during such Proration Month, unless such failure to use allocated capacity is excused by an Event of Force Majeure.

Transfer of Base Shipments/Volumes Allocated during a Proration Month

Neither a Shipper's Base Shipment nor volumes allocated to it during a Proration Month shall be assigned, conveyed, loaned, transferred to, or used in any manner by, another Shipper except as follows (a) if transferred in connection with a sale of all of such Shipper's business or an entire business line and/or (b) by operation of Law, and any such assignment, conveyance, loan, transfer shall be irrevocable. Any other assignment, conveyance, loan, transfer to, or use in any manner by, another party of a Shipper's Base Shipment and/or volumes allocated to it during a Proration Month shall be null and void.

Item 13 Tax Registration

Shipper shall (or shall require its Consignee or Consignor, as applicable) provide proof of registration with the applicable Governmental Authorities 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 Carrier by any Governmental Authorities will be collected by Carrier in accordance with this tariff.

Item 14 Event of Force Majeure

If an Event of Force Majeure renders a party unable, in whole or in part, to carry out its obligations under the tariff, such party must give the other party notice in writing as soon as practicable after the occurrence or give notice by telephone and follow such notice with a written confirmation.

The party providing notice of the Event of Force Majeure shall use commercially reasonable efforts to: (a) correct the events or conditions resulting in the Event of Force Majeure; (b) resume the continuation of its performance under the tariff; and (c) minimize the impact of such Event of Force Majeure; provided, however, Carrier shall not be compelled to resolve any strikes, lockouts or other industrial disputes other than as it shall determine to be in its best interests and Shipper shall not be excused from the obligation to make payments of any amounts due to Carrier hereunder and payments due under a Throughput and Deficiency Agreement, except as otherwise provided in such Throughput and Deficiency Agreement.

Item 15 Compliance Costs

If Carrier becomes obligated as a result of a Change in Law to bear Compliance Costs, Carrier may seek recovery of the Compliance Costs through rates or implementation of a surcharge. Carrier shall deliver written notice and documentation supporting the Compliance Cost to Shippers of the Change in Law promptly upon Carrier's determination that it will seek to recover such Compliance Costs from its Shippers and file a modification to this tariff to effect such change, with such change to become effective no earlier than thirty (30) days following the filing of such tariff unless otherwise permitted by the Change in Law.

Item 16 Carrier Discretion

Carrier will operate its System and implement the rules, regulations and rates contained in this tariff, including those provisions providing for Carrier's discretion, in a manner that is not unduly discriminatory or unduly preferential.

Item 17 Survival

All Items of this tariff that survive the termination of the transportation services by their nature shall survive, including, but not limited to, all payment obligations, indemnifications, and Liabilities.

Item 18 Demurrage Charges

In order to provide space for delivery of succeeding Product shipments into and out of the System and otherwise to prevent or relieve congestion within the System, Carrier shall give notice to those Shippers or Consignees whose Products are causing congestion on a segment directing them to remove such Products. If Shipper's or Consignee's Products 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. Unless otherwise specified, Shipper or Consignee must remove its Products within twenty-four (24) hours of the notice described above. For any Product that is not removed within this twenty-four (24)-hour period or the period otherwise specified in the notice ("Unremoved Product"), Carrier reserves the right to charge a demurrage charge equal to the highest tariff rate applicable to the transportation of the Unremoved Product, multiplied by the number of Barrels of Unremoved Product, multiplied by the number of days the Unremoved Product remains in the System following the twenty-four (24) hour period or other notice period noted above. In addition, in the event pipeline flow rates are reduced due to Shipper's inability to take delivery of Product, Carrier reserves the right to charge Shipper or Consignee an hourly demurrage penalty equal to the product of (a) the current transportation rate from the affected pipeline segment Origin Point to the furthest Destination Point on such segment and (b) the pipeline hourly flow capacity and (c) the number of hours that Shipper's or Consignee's Product remains in the System. Demurrage charges shall be payable upon presentation of a bill to Shipper by Carrier.

Item 19 [W] ~~Intentionally Left Blank~~ Intrastate Transportation Only

[N] Transportation under this tariff is limited to intrastate transportation subject to the jurisdiction of the Railroad Commission of Texas. Shipper shall not nominate or tender Product for transportation under this tariff if such Product is destined for Mexico. Shipper represents and warrants that, at the time of nomination and tender,

Product transported under this tariff is not destined for Mexico. Carrier may reject any nomination or tender that is not eligible for transportation under this tariff.

Item 20 Governing Law and Jurisdiction

Subject to applicable Law, this tariff and all of the rights and duties of the Shipper and Carrier arising from this tariff will be governed, construed and enforced in accordance with the substantive and procedural laws of the State of Texas, without reference to the choice of law principles thereof. Except for disputes that fall within the jurisdiction of the Federal Energy Regulatory Commission, any disputes arising out of this tariff, including but not limited to tort claims, will be subject to the exclusive jurisdiction of the U.S. District Court located in Harris County, Texas if federal jurisdiction is available and to the courts of the State of Texas located in Harris County, Texas if federal jurisdiction is not available. To the maximum extent permitted by Law and in any legal action or proceeding relating to, arising out of, or in connection with this tariff, each of Shipper and Carrier hereby voluntarily, irrevocably and unconditionally (1) submits to the exclusive jurisdiction of the U.S. District Court located in Harris County, Texas if federal jurisdiction is available and to the courts of the State of Texas located in Harris County, Texas if federal jurisdiction is not available, and waives any objection which it may now or hereafter have (a) to the jurisdiction and laying of venue of any suit, action or proceeding arising out of or relating to this tariff, in the courts referenced in this paragraph and/or (b) to the choice of applying the substantive and procedural laws of the State of Texas, without reference to the choice of law principles thereof; (2) waives the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court, with the express intent that such provision shall apply; and (3) WAIVES ITS RIGHT TO A TRIAL BY JURY. To the extent that Shipper has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process, Shipper hereby waives such immunity and agrees not to assert, by way of motion, as a defense or otherwise, in any suit, action or proceeding the defense of sovereign immunity to either attachment or jurisdiction or any claim that it is not personally subject to the jurisdiction of the above-named courts by reason of sovereign immunity or otherwise, or that it is immune from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself, the Product, or its property or from attachment either prior to judgment or in aid of execution by reason of sovereign immunity. Each Party agrees that the State of Texas has a substantial relationship to Shipper and Carrier and to the matters made the basis of this tariff. Each Party agrees that to the knowledge of Shipper and Carrier, the application of the laws of the State of Texas would not be contrary to a fundamental policy of a state, if any, having a materially greater interest than the State of Texas in the determination of any dispute that may arise out of this tariff and which such state would be the state of applicable Law in the absence of an effective choice of the laws of the State of Texas by Shipper and Carrier.

Item 100 Rates

Table of Rates
(Rates in Dollars per Barrel of 42 U.S. Gallons)

Origin Point	Destination Point via Expansion Space	Priority Rate Tiers and Priority Rates Note (1)		Uncommitted Rate Note (2)
Origin Station, Corpus Christi, Nueces County, Texas	Edinburgh Terminal, Hidalgo County, Texas Harlingen Terminal, Cameron County, Texas Connected Terminals in Brownsville, Cameron County, Texas	5,000-9,999 BPD	**[U]** $2.1651	**[U]** $2.0046
		10,000-19,999 BPD	**[U]** $2.0976	
		20,000+ BPD	**[U]** $2.0299	

Notes:

(1) The "Priority Rates" **[N]** are cliff rates and apply to shipments by Priority Shippers, up to **[N]**, but not in excess of, their respective Daily Minimum Volume Commitment **[C]**~~s~~. The tier to which a Priority Shipper qualifies will be based on the Priority Shipper's Daily Minimum Volume Commitment set forth in its Throughput and Deficiency Agreement **[N]** and will apply to all volumes transported by such Priority Shipper up to its Daily Minimum Volume Commitment. Any deficiency payment attributable to volumes below the Priority Shipper's Daily Minimum Volume Commitment will be calculated using that same Priority Rate. Any volumes transported in excess of the Priority Shipper's Daily Minimum Volume Commitment will be subject to the applicable Uncommitted Rate.

(2) The "Uncommitted Rate" applies to (a) shipments by Uncommitted Shippers, and (b) shipments by Priority Shippers for volumes in excess of such Priority Shipper's Daily Minimum Volume Commitment.

Explanation of Reference Marks
[C] Cancel
[N] New
[U] Unchanged Rate
[W] Change in Wording