S.T.B. No. 67
(Cancels S.T.B. No. 66)

NuStar Pipeline Operating Partnership, L.P.

LOCAL TARIFFS

APPLYING ON

ANHYDROUS AMMONIA

TRANSPORTED BY PIPELINE

FROM AND TO POINTS NAMED HEREIN

Rates, Rules, and Regulations applying on Interstate Traffic issued on authority of the Surface Transportation Board ("S.T.B.").

The rates named in this Tariff are expressed in dollars per Ton. Movements under this Tariff are governed by the rules and regulations stated herein and are subject to change as provided by Law.

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

EFFECTIVE: JANUARY 1, 2027

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

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

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ABBREVIATIONS AND REFERENCE MARKS	
S.T.B.	Surface Transportation Board
No.	Number
[I]	Increased
[U]	Unchanged rate

SECTION 1

RULES AND REGULATIONS

Item No. 1 Definitions

"Agreement" means a Throughput and Deficiency Agreement or a Transportation Services Agreement.

"Affiliate" means a Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another Person. For purposes of this definition, a Person shall be deemed to have "control" when such Person possesses the power, directly or indirectly, to direct, or cause the direction of, the management and policies of another Person, whether through the ownership of voting securities, by contract or otherwise, including acting as a general partner of a partnership.

"Base Rate" means that rate for transportation services on the System for an Uncommitted Shipper, as such rate is set forth in Item No. 200.

"Calendar Week" means the one hundred sixty-eight (168) hours between 12:00 a.m. Monday and 12:00 a.m. the following Monday.

"Capacity" means the quantity of Product the Pipeline Segment at issue is capable of transporting under current operating conditions.

"Carrier" means NuStar Pipeline Operating Partnership, 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.

"Claims of Interest" means any charge, lien, security interest, attachment, encumbrance, right of possession, or adverse claim, except for the liens and security interests created hereby in favor of the Carrier.

"Collateral" means: (a) all Product accepted by Carrier for transportation, linefill, or otherwise while in the possession of Carrier in the System; (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 in the System; (c) all of Shipper's pre-payments, deposits, balances, and credits with Carrier, at any time existing, in each instance with regards to the Tariff or any Agreement or any re-payments, deposits, balances, and credits with, at any time existing pursuant to the Tariff or any Agreement; and (d) the proceeds from any of the foregoing, excluding the proceeds from any sale by Carrier of Product redelivered by Carrier to Shipper.

"Compliance Costs" means reasonable, actual, and documented costs and expenses, including capital expenditures, incurred by Carrier as a result of a Change in Law (irrespective of whether such costs and expenses are to be incurred as a one-time cost or expenditure or periodically for an extended period), which Change in Law (a) necessitates or otherwise results in an increase in Carrier's operating expenses related to the System; (b) requires additions or modifications to Carrier's equipment or facilities related to the System; and/or (c) levies a tax or similar assessment related to the System or related to Shipper's Product.

"Connection Agreement" means that agreement between Carrier and a third party memorializing the terms of the connection and delivery of Product to/from the System, including ownership of facilities and custody of Product.

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

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

"Curtail" or "Curtailment" has the meaning set forth in Item No. 45.

"Destination" or "Destination Point" means a point named in the Tariff at which point Carrier will deliver Product to Shipper or its Consignee after transportation from an Origin.

"Due Date" has the meaning set forth in Item No. 95.

"Event of Force Majeure" means any 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, is unable to prevent or overcome and that delays or prevents Carrier or Shipper, as applicable, from performing its obligations under this Tariff, including, to the extent consistent with the foregoing definition, the following: (a) natural phenomena (including corrosion) and acts of God, such as storms, floods, fires, winds, lightning, tornadoes, freezes, landslides, hurricanes, extreme heat, washouts, and/or earthquakes; (b) strikes, lockouts, boycotts, picketing, labor and/or other industrial disturbances; (c) pandemics, epidemics, acts of public enemy, blockades, insurrections, civil disturbances, sabotage, wars, acts of terrorists, drug cartels or gangs, drug-related violence, and/or riots; (d) shortages of power or other utilities; (e) 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 had it occurred to one of the Parties; (f) those instances where Shipper or Carrier is required to obtain and/or maintain Permits to enable it to fulfill its obligations under the Tariff, the inability of such Party to timely acquire or maintain, or delays on the part of such Party in acquiring or maintaining, at reasonable cost and after the exercise of reasonable diligence, such Permits; (h) cyber attacks; (i) acts of any Governmental Authority, including, but not limited to: (1) an order prohibiting the operation of the System (or delay or failure to issue an order to operate the System; (2) modifications to Law, (3) the delay or failure to issue a Permit; and (4) the cancellation of a Permit (but excluding any such resulting from the failure of the Party claiming Force Majeure to comply with Law); (j) ruptures, cracks, fissures, leaks, anomalies, malfunctions, explosions, or other defects in any pipe or segment of pipe or piece of equipment that is part of the System, all of which shall be deemed to be beyond the reasonable control of Carrier to the extent occurring during a period in which Carrier has had in place a reasonable integrity-management program compliant with applicable regulations; and/or (k) 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). Notwithstanding the above, a Shipper may not declare an Event of Force Majeure resulting from the following acts or events: (i) changes in costs of materials or Product; (ii) shortage or other failure to obtain Product; (iii) absence of or change in a market for Product; (iv) availability of more attractive markets for Product; (v) changes in revenues or margins available to Shipper in connection with the transportation, sale, use, or other disposition of Product or changes to the costs incurred by Shipper in connection with the transportation, sale, use, or other disposition of Product or alternative transportation systems for Product; (vi) the inability to economically perform its obligations under the Tariff or an Agreement, as applicable, including Shipper's inability or failure to pay amounts accruing thereunder; (vii) if any connecting facilities upstream or downstream of the System are not in service for any reason other than solely due to Carrier's gross negligence; and (viii) Shipper's inability to obtain the necessary import-export permits required by Import and Export Laws.

"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, any state of the United States 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 a port authority. The term Governmental Authority also means any successor agency with the same or similar functions as those conducted by the enumerated agencies.

"Import and Export Laws" means any and all applicable statutes, directives, codes, ordinances, rules, regulations, municipal by-laws, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, rulings or awards, consent orders, consent decrees and policies of any Governmental Authority concerning economic sanctions, trade embargoes, export and imports, and similar matters.

"Incentive Rate" means that rate(s) for transportation services on the System for an Incentive Shipper, as such rates are set forth in Item No. 300.

"Incentive Shipper" means a party to an Agreement for an Incentive Rate.

"Interrupt" or "Interruption" has the meaning set forth in Item No. 45.

"Lateral" means that segment of pipeline connecting an Origin Point or Destination Point to/from the main System.

"Law" means any and all applicable federal, state, local, municipal administrative order, authorization, code, constitution, decree, directive, injunction, law, legal action, license, order, ordinance, permit, regulation, requirement, statute, or regulation issued or promulgated by a Governmental Authority, whether in effect as of the date hereof or thereafter and, in each case, as amended, including, but not limited to Import and Export Laws.

"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, including without limitation costs and expenses for testing, treating and disposal incurred and paid by Carrier related to Off-Spec Product.

"Nomination" or "Nominations" has the meaning set forth in Item No. 40.

"Obligations" means: (a) all current, and future charges, fees, or expenses for transportation, terminalling, demurrage, storage, preservation, deficiency payments, ancillary, interest, and other lawful charges arising under or related to this Tariff or the contracts entered into between Carrier and Shipper (or their respective Affiliates) in connection with this Tariff (including any Agreement, invoice, or Nomination); (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; and (d) all costs and expenses of Carrier in exercising any of its rights detailed herein, including, but not limited to, reasonable attorney fees if Carrier is the prevailing party, storage charges, and settlement of conflicting liens.

"Off-Spec Product" means product that (a) does not conform to the Quality Specifications, (b) is not merchantable, and/or (c) may damage the System or any other Product in the System.

"Origin" or "Origin Point" means a point named in the Tariff at which point Carrier will accept Product for transportation on the System.

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

"Permit" means, with respect to a third party property owner and/or any Governmental Authority, those easements/servitudes, rights-of-way, grants, permits, orders and licenses (including environmental permits, maritime/water crossing permits, road crossing/road hauling permits, and pipeline crossing permits, railroad/road crossing licenses, land use plans, spatial development plans, zoning variances and planning

permissions), and any other agreements, approvals, consents, and easements required to construct and to operate the System.

"Person" means any individual, corporation, limited liability company, partnership, trust or other entity.

"Pipeline Segment" means that section of the System, the limits of which are defined by two geographically identifiable points, that, because of the way that section of Carrier's common carrier facilities is designed and operated, must be treated as a unit for purposes of determining Capacity.

"Product" means 'Anhydrous Ammonia' that meets the applicable Quality Specifications set forth in Item No. 5.

"Quality Specifications" has the meaning set forth in Item No. 5.

"Retendering Charge" has the meaning set forth in Item No. 80.

"S.T.B" refers to the Surface Transportation Board or any Governmental Authority succeeding to the powers of such commission with respect to the regulation of pipelines that transport Product.

"Shipper" means an Uncommitted Shipper or an Incentive Shipper who contracts with Carrier for the transportation of Product on the System under the terms of this Tariff.

"Shipper Parties" means the Shipper, its Consignors, Consignees and its and their agents, contractors, employees, and representatives.

"System" means Carrier's pipeline system, including all appurtenances thereto, related to the provision of transportation services provided by Carrier pursuant to this Tariff, and shall include all Laterals once in- service.

"Tariff" means this S.T.B. tariff, as the context so requires.

"Tender" and any derivative thereof, means the delivery by a Shipper to Carrier at an Origin Point of a stated quantity of Product for transportation to a Destination Point.

"Throughput and Deficiency Agreement" means an effective take or pay agreement for the provision of service under this Tariff.

"Ton" means two thousand (2,000) pounds avoirdupois and shall be equivalent to three hundred eighty-seven and twelve hundredths (387.12) U.S. gallons at sixty degrees Fahrenheit (60° F) and equilibrium vapor pressure.

"Transportation Services Agreement" means an effective revenue guaranty agreement executed between Carrier and an Incentive Shipper or an Uncommitted Shipper for the provision of service under this Tariff.

"Uncommitted Shipper" means a party who is not an Incentive Shipper.

"Undelivered Product" has the meaning set forth in Item 105.

Item No. 5 Product Acceptance Specifications

Product shall be accepted for transportation on the System only when such Product meets all required specifications set forth below (collectively referred to as the "Quality Specifications"):

Temperature:	Not less than 35 degrees Fahrenheit, nor more than 85 degrees Fahrenheit
Anhydrous Ammonia (NH3) Content:	99.5% minimum by weight
Water Content:	0.2% minimum by weight
Oil Content by Weight:	5 parts per million maximum
Inerts:	0.5cc per gram maximum

Subject to applicable Law and with thirty (30) day notice to Shipper, Carrier reserves the right to change or modify any of the Quality Specifications in order to conform Carrier's Quality Specifications to the quality specifications required by upstream or downstream connecting facilities.

Shipper shall not Tender to Carrier and Carrier shall not be obligated to accept Product that, as determined by Carrier, does not conform to the Quality Specifications. Unless otherwise agreed to between Carrier and Shipper in writing, prior to initial Tender and on a daily basis thereafter, Shipper shall furnish Carrier with a document setting forth the specifications of each daily shipment of Product Tendered to Carrier. Carrier may sample and test any such shipment prior to acceptance or during Tender, and in the event of variance between Shipper's document and Carrier's test, the latter shall prevail.

By Tendering Product to Carrier, Shipper warrants that its Tendered Product meets the Quality Specifications; provided, however, that acceptance for transportation shall not be deemed an acknowledgement or representation by Carrier that the materials accepted for transportation meet the Quality Specifications.

Carrier reserves the right to reject Tenders of Product to the System and refuse transportation if Carrier determines that Shipper has delivered or is likely to deliver Off-Spec Product.

If, upon investigation, Carrier determines that a Shipper has Tendered Off-Spec Product that has contaminated the common fungible stream of the System, Carrier will first provide Shipper with notice and to the extent not prohibited by Law, copies of such investigation results and the opportunity to remedy the situation to Carrier's satisfaction. Notwithstanding anything herein to the contrary, if such remedy is not to Carrier's satisfaction and/or if Carrier must act without delay to prevent further contamination of the common fungible stream of a Pipeline Segment or the System, Carrier reserves the right to treat or otherwise dispose of all resulting Off-Spec Product in any reasonable commercial manner and at Shipper's sole expense without further investigation and without providing Shipper with the opportunity to remedy the situation.

In addition to any other remedies available to Carrier, Carrier may also charge Shipper and Shipper agrees to pay all costs and expenses incurred by Carrier related to Off-Spec Product that Shipper Tenders to Carrier, including without limitation all Liabilities.

Item No. 10 Linefill Requirements

1. The Provision of Linefill. Except for certain Laterals as noted below, Carrier owns the linefill on the System. With respect to any Lateral placed into service after February 1, 2016, each Shipper utilizing such Lateral shall provide its pro rata portion of Product linefill for such Lateral to ensure efficient operation of such Lateral and the System. Carrier shall update such pro rata quantity as needed.

2. Return of Shipper Linefill. Carrier will not return Shipper's Product linefill until Shipper has ceased shipping on the System, has fulfilled all of its Obligations hereunder, and has provided Carrier with a written request for the return of its linefill. Upon receipt of such request, Carrier shall complete all administrative and operational requirements associated with the withdrawal of the Product linefill provided, including reconciling fill balances with all users of the System. Unless Shipper is in default under an Agreement, if any, and/or under the Tariff, or unless otherwise prevented by an Event of Force Majeure or actions of Shipper, Carrier shall have a reasonable period of time, not to exceed one hundred and eighty (180) days, to complete administrative and operational requirements incidental to withdrawal of Shipper's Product linefill; provided that such period will be extended on a day for day basis for any delay due to an Event of Force Majeure or the

acts or omissions of Shipper or its Affiliates.

Item No. 15 Measurement

Product Tendered to the System shall be measured by Shipper or its Consignor. Product redelivered from the System shall be measured by Carrier. Product quantity shall be measured by direct mass or observed volume at operating pressure and temperature shall be converted to mass by using Carrier's measurement practices. Shipper or its Consignor shall provide Carrier with measurement data for such Product Tenders as set forth in the applicable Connection Agreement.

Item No. 20 Loss Allowance

Carrier will deduct forty-four of one percent (0.44%) from all Product injections into the System as a loss allowance.

Item No. 25 Title

By Tendering Product to Carrier, absent written consent by Carrier otherwise, Shipper represents and warrants that it has good and marketable title to the Product Tendered to the System free and clear of all third-party Claims of Interest; provided, however, that acceptance for transportation shall not be deemed an acknowledgement or representation by Carrier as to title.

Unless Carrier provides its written consent in the preceding paragraph, Shipper covenants that it shall retain good and marketable title to all Product in Carrier's possession without any third-party Claims of Interest. Carrier shall have the right to reject any Product which, when Tendered for transportation, may be involved in litigation, or the title of which may be in dispute or which may be encumbered by a lien or charge of any kind (other than the lien created hereunder in favor of Carrier or any lien created by a Shipper's (or its ultimate parent's or Affiliate's) credit facility) and Carrier may require of the Shipper or its Consignee proof of perfect and unencumbered title or a satisfactory indemnity bond.

Item No. 30 Duty of Carrier

Carrier shall, subject to Item No. 50 and Shipper's adherence to the provisions of this Tariff: (a) accept, transport or otherwise move Product from the Origin, (b) deliver Product to the Destination, (c) maintain and operate the System and (d) perform its other obligations under this Tariff, in each of (a) through (d) acting in accordance with Law and generally accepted industry standards for ammonia pipeline systems, considering the Origin/Destination and safety of operations; provided, however, that Carrier will not accept Product to be transported in time for any particular market. Subject to the first sentence of this Item No. 30, Carrier reserves the right to transport or otherwise move Product in any way and in any sequence for efficient operation of the System.

Item No. 35 Identity of Shipment

Carrier will not maintain identity of Product. Carrier may commingle Product received from any Origin and make delivery of Product out of its common stream of similar Product on hand at the Destination.

Item No. 40 Nominations

Shipper will Nominate a designated quantity of Product to be transported during a transportation month between Origins and Destinations on the System. Carrier will only transport Product under a Nomination accepted by Carrier from Origins to Destinations when a tariff covering the movement is lawfully in effect. Such Nominations will be made by Shipper by written notice designating the quantity of Product sought to be shipped, the Origin and Destination, the desired period of shipment and other requirements of the movement ("Nomination") to Carrier prior to 5:00 p.m. CT on the 20th day of the month preceding the transportation month unless the 20th falls on a weekend or holiday in which case Nominations shall be due on the immediately prior business day. Additionally, Carrier may accept Nominations after the 20th at its sole discretion as operating conditions permit. If Shipper does not furnish such Nomination, Carrier will be under no obligation to accept such Product for transportation under the applicable tariff. Carrier shall notify Shipper of its ability to transport the Nominated quantity of Product (or a portion thereof) during the transportation month on or before the first day of that transportation month. If there is insufficient Capacity available to transport all quantities specified by such Nominations, Carrier will prorate the

Capacity available on an equitable basis among the Shippers making such Nominations in accordance with Item No. 50.

Any quantity of Product transported pursuant to this Item No. 40, during a transportation month or other period, shall be delivered to Carrier for transportation in approximately equal daily quantities.

Item No. 45 Scheduling of Shipments

Product will be accepted for transportation at such time and in such quantities as scheduled by Carrier. Such schedules may, in a reasonable and non-discriminatory fashion, be modified from time to time to accommodate Shipper's or its Consignee's or Consignor's need for transportation, provided that Capacity is available on the System. Carrier may stop ("Interrupt" or "Interruption") or reduce ("Curtail" or "Curtailment") transportation service on the System to any Shipper for such periods of time as Carrier may reasonably require if required by a Governmental Authority and/or to perform or allow any repairs, maintenance, replacement, upgrading or other work related to the System. If such an Interruption or Curtailment is due to a planned outage, Carrier will give Shipper prior notice of the Interruption or Curtailment as soon as reasonably possible. If an Interruption or Curtailment is unforeseen, Carrier will provide Shipper notice of that Interruption or Curtailment as soon thereafter as reasonably possible.

Item No. 50 Proration of Pipeline Segment Capacity

1. Except where the context requires another meaning, the following terms have the following meanings:

   1.1 "Actual Shipments" means the total deliveries of Product by a Regular Shipper during the Base Period on a Pipeline Segment to be prorated.

   1.2 "Base Period" means the twelve (12) consecutive month period beginning fourteen (14) months prior to the transportation month.

   1.3 "Base Shipment Percentage" means, for each Regular Shipper, its Actual Shipments divided by the total deliveries of Product on the Capacity during the Base Period.

   1.4 "Current Nomination Basis" means the portion of Capacity available pursuant to Item No. 50(2.2) to New Shippers and to be allocated among all New Shippers in proportion to the quantity of Product Nominated by each New Shipper for that month in accordance with this Item No. 50.

   1.5 "New Shipper" means a Shipper that has not delivered Product to any Destination on the Pipeline Segment to be prorationed within the Base Period. Upon becoming a New Shipper, Shipper shall remain a New Shipper for the following twelve (12) consecutive months.

   1.6 "Regular Shipper" means a Shipper that is not a New Shipper.

2. Prorationing of Capacity

   2.1 When Carrier received more Nominations for transportation of Product on a Pipeline Segment during the transportation month than Carrier is able to transport during such month, Carrier shall allocate the Capacity under the provisions of this Item No. 50.

   2.2 Up to ten (10) percent of the Capacity shall be allocated to New Shippers and will be prorated among them on a Current Nomination Basis. Thereafter, Capacity will be allocated among Regular Shippers accordance with the provisions of Item No. 50(3).

   2.3 Any remaining Capacity following the application of this provision and Item No, 50(3) will be allocated in accordance with the provisions of Item No. 50(4).

3. Allocation to Regular Shippers

   3.1 Carrier shall next allocate the remaining Capacity among all Regular Shippers in the following manner:

   a. The remaining Capacity for that transportation month shall be allocated to Regular Shippers who have Nominated quantities for that month. Such Capacity shall be allocated among Regular Shippers in proportion to their Base Shipment Percentages. If the amount of Product (in Tons) that would be allocated to a Regular Shipper on the basis of its Base Shipment Percentage is greater than the amount such Regular Shipper's Nomination (in Tons), the difference between the two will be reallocated among all other Regular Shippers in proportion to their Base Shipment Percentages.

   b. Any remaining unallocated Capacity after Carrier's allocation of Capacity to Regular Shippers shall be allocated to New Shippers with unmet Nominations and will be prorated among them on a Current Nomination Basis.

4. Carrier shall use reasonable efforts to notify each Shipper entitled to an allocation of Capacity (in Tons) of the amount of its allocation (in Tons) no later than the first day of the applicable transportation month.

5. If a Shipper does not use the Capacity allocated to it under this Item No. 50 at the times and in the amounts allocated (in Tons) by Carrier for any transportation month, Carrier may elect, in its sole discretion, to use Shipper's unused allocation of Capacity to fulfill the unmet Nominations of other Shippers, subject to such other Shippers' acceptance of such re-allocation.

6. Carrier will accept only good faith Nominations from Shippers, and Carrier shall use whatever reasonable means necessary to determine whether Nominations are made in good faith. Good Faith means the non-contingent ability and willingness of Shipper to deliver to Carrier at the Origins specified and receive from Carrier at the Destinations specified in the Nomination all of the quantity of Product Nominated during the transportation month for which the Nomination is made.

7. If a New Shipper or a Regular Shipper fails to fully use its allocation of Capacity at the Origin and the Destination Point specified in its allocated Nomination and such failure has not been caused by an Event of Force Majeure, as substantiated in a manner satisfactory to Carrier, Carrier will reduce such New Shipper's or Regular Shipper's allocation for the next transportation month for which prorationing is in effect by the allocated Capacity not utilized by such New Shipper or Regular Shipper.

8. Shipper may not assign, convey, loan, transfer to, or allow use in any manner by another Shipper of its Base Shipment Percentage or its allocation of Capacity during a period when prorationing is in effect. However, a Shipper's Base Shipment Percentage or its allocation of Capacity may be transferred as an incident of the bona fide transfer of the Shipper's business or to a successor to the Shipper's business by the operation of Law, such as an executor or trustee in bankruptcy. A Shipper may not use an affiliated or cooperating entity to increase its Base Shipment Percentage or its allocation of Capacity. All transfers made pursuant to this Item No. 50(9) shall be irrevocable.

9. A Shipper may not use its allocated Capacity in such a manner that will enhance the allocation of another Shipper beyond the allocation that such Shipper would be entitled to under this Item No. 50. Carrier may require written assurances from a responsible officer of Shipper regarding its use of its allocated Capacity stating that Shipper has not violated this Item No. 50. In the event any Shipper shall, by any device, scheme or arrangement whatsoever, attempt to transfer all or any part of its allocated p Capacity to any other Shipper in violation of this Item No. 50, or in the event any Shipper shall attempt to receive and use such allocated Capacity, the Capacity allocated to such Shipper will be reduced in the next month that is subject to prorationing after the date that the violation is discovered by an amount (in Tons) equal to such attempted transfer.

Item No. 55 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 (except any obligation to make payments required hereunder), 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, picketing, labor 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 an Agreement, except as otherwise provided in such Agreement.

Item No. 60 Storage

Carrier does not furnish storage facilities or services at any Origin Point or Destination Point as part of this Tariff. Shipper must provide or make arrangements with a third party to obtain storage at the Destination Point. Carrier may request evidence of storage at the Destination Point from Shipper prior to Tender of Product.

Item No. 65 Connection Policy

Connections to and from the System will only be considered if made by formal written notification to Carrier in accordance with Carrier's Connection Policy. All connections will be subject to design requirements necessary to protect the safety, security, integrity and efficient operation of the System in accordance with the Duty of Carrier in Item No. 30 and shall comply with Item Nos. 70 and 75, as applicable. Approved connections will be memorialized in Carrier's form Connection Agreement.

Shipper shall be responsible for all rates, fees, charges, and surcharges incurred by Shipper for services provided by connecting carriers or facilities upstream of the Origin Point and downstream of the Destination Point.

Item No. 70 Facilities Required at Origin

Product shall be accepted for transportation by Carrier only when Shipper or its Consignor provide the following facilities meeting Carrier's specifications for Tender of Product into the System, including pressures, temperatures, and flow rates, the details of which will be set forth in the Connection Agreement. Carrier shall have access to the meter station and pumps at the applicable Origin at all times.

Meter: A meter station at each Origin, which shall be equipped with facilities necessary to determine accurately the quantity of Product Tendered by Shipper or its Consignor to Carrier at such Origin. Shipper or its Consignor shall provide, operate, calibrate and maintain the meter station and related facilities. Carrier reserves the right to observe the meter flow computer reports and to witness meter calibration.

Pumps: One or more pumps at each Origin, which shall be provided, operated and maintained by the Shipper or its Consignor.

Other facilities: All other facilities associated with connection with the System, including storage tanks, surge tanks, pumps, associated piping, and valves, which shall be provided, operated and maintained by Shipper or its Consignor.

Item No. 75 Facilities Required at Destination

Product shall be accepted for transportation by Carrier only when Shipper or its Consignee provide the following facilities meeting Carrier's specifications for delivery of Product from the System, the details of which will be set forth in the Connection Agreement.

Meter: A meter station at each Destination, which shall be equipped with facilities necessary to determine accurately the quantity of Product delivered by Carrier to Shipper or its Consignee at the Destination. Carrier will provide, operate, calibrate and maintain the meter station at each the Destination. If required, the location for the meter station shall be provided by Shipper or its Consignee, at no cost to Carrier.

Other facilities: All other facilities for receipt of Product shipment as it arrives and without delay, including storage tanks, surge tanks, associated piping, and valves at the Destination, shall be provided by Shipper or its Consignee and subject to the inspection and approval of Carrier, which approval shall not be unreasonably withheld.

Item No. 80 Retendering of Product

Shipper may retender a quantity of Product from the initial Destination to a revised final Destination so long as there is sufficient Capacity in the System and facilities exist, including pumping, metering, and other associated facilities, to accommodate such retendered Product at the time it is sought to be retendered. Retendered Product is subject to the following and all other requirements of this Tariff.

Upon written notice by Shipper as specified in Item No. 40, Product may be retendered to a revised final Destination from the initial Destination for a period not to exceed twelve (12) months after the initial delivery of that Product at the initial Destination. The amount of Product (in Tons) retendered may not exceed the amount of Product (in Tons) originally delivered to the initial Destination over the preceding twelve (12) month period.

On any Product (in Tons) that is retendered and transported from the initial Destination to a revised final Destination pursuant to this Item No. 80: (a) Shipper shall pay a retendering charge of **[U]** fifty cents ($0.50) per Ton of Product ("Retendering Charge") and (b) the rate to be collected for the transportation of the retendered Product shall be the rate from the Origin at which such retendered Product was first received on the System to the revised final Destination, as in effect on the date of actual retendering, minus the rate paid for service from the Origin to the initial Destination, as in effect on the date of actual retendering. Upon Shipper written request, Carrier may, in its sole discretion, agree to accommodate a backhaul service if operations permit, subject to the assessment of a mutually agreed upon backhaul rate.

Not more than one stop for retendered Product shall be authorized.

Item No. 85 Compliance Costs

To the extent permissible by Law, Carrier may recover its Compliance Costs, whether through increases to its rates, fees, charges, and/or surcharges or through the addition of new rates, fees, charges, and/or surcharges, with such rates, fees, charges, and/or surcharges to be applied equitably among all the Shippers on the System. Unless otherwise provided by Law, Carrier shall provide Shipper with thirty (30) day notice of such increases or additional rates.

Item No. 90 Adequate Assurance and Carrier's Security Interest

1. Adequate Assurance. Prior to becoming a Shipper, a prospective Shipper must submit to Carrier financial information to establish its creditworthiness. The type of information Carrier may request from a prospective 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 prospective 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, (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, in each case in an amount to reflect all transportation and other fees and lawful charges Shipper is expected to incur for the transportation of Product 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). If Carrier requires an existing Shipper to provide adequate assurance in accordance with this Item No. 90(1), Carrier shall provide Shipper with written notice. If Shipper fails to provide the required adequate assurance within five (5) calendar days of its receipt of such notice from Carrier, Carrier may suspend

performance under this Tariff upon written notice to Shipper.

Carrier may agree, in its sole discretion, to waive or modify the adequate assurance required pursuant to this Item No. 90(1); provided, Carrier may only waive or modify the adequate assurance required by written document delivered to Shipper and signed by Carrier.

2. Carrier's Security Interest. Unless otherwise agreed to between Shipper and Carrier in an Agreement, 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. At Carrier's request, Shipper shall execute all such agreements and do all such things as Carrier shall reasonably request in connection with the creation or perfection of such security interest. 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 applicable statute or common Law.

   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 by Carrier, such sale shall be after notice as required by Law and such a sale shall be a commercially reasonable sale (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 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 Product subject to such Nomination.

Item No. 95 Carrier Charges and Invoice Disputes

Carrier will invoice Shipper for transportation charges and other charges under this Tariff and Shipper shall pay all such invoiced amounts without setoff or deduction. Carrier will invoice Shipper at the conclusion of each Calendar Week. All charges shall be paid by Shipper within ten (10) business days of the date of the invoice from Carrier or if required by Carrier, before delivery at the Destination (such date, the "Due Date"). All payments by Shipper to Carrier shall be made by Automated Clearing House (ACH) debit initiated by Carrier on or before the Due Date or payment may be made by wire transfer to Carrier after receiving the wiring instructions from Carrier. All charges that remain unpaid for more than twenty (20) days from the Due Date are subject to an interest charge of the lesser of (i) eighteen (18%) percent per annum, or (ii) the maximum non-usurious interest rate which may then be charged under Law.

In the event Shipper disputes in good faith any portion of its invoice, on or before the Due Date, Shipper shall promptly notify Carrier in writing of the disputed portion and pay the full amount of the invoice by the Due Date.

In the event Shipper fails to pay any invoice for transportation charges under this Tariff by the Due Date in full or to satisfy when due any other Obligation to Carrier hereunder or under an Agreement, Carrier shall have all of the rights and remedies under 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 applicable state Law) and in addition, may in its sole discretion and without notice take any or all of the following actions:

(1) Refuse to accept Tender of Product from Shipper or its Consignor for transportation on the System until all such Obligations have been paid;

(2) Withhold and refuse to deliver Product in its possession to Shipper or its Consignee until all such Obligations have been paid;

(3) Proceed to sell Shipper's Collateral, in accordance with the applicable provisions of state Law, and apply the proceeds to such Obligations;

(4) Store Shipper's Collateral or contract for storage of such Collateral pending sale or other disposition;

(5) Set-off any such Obligations against any monies owed to Shipper by Carrier on any Collateral in Carrier's custody; and/or

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

Item No. 100 Liability of Carrier and Shipper

Carrier's custody of Product begins when Product passes the upstream side of the upstream flange of Carrier's block valve at the applicable Origin and ends when Product passes the downstream side of the downstream flange of Carrier's block valve at the applicable Destination.

Carrier will not be liable to Shipper for any delay, loss, contamination, damage, and/or degradation to Product that is caused by (a) a breach of Shipper's warranty in Item No. 5; (b) negligence or other fault on the part of any Shipper Party; (c) any Event of Force Majeure; (d) the nature of the goods or an inherent vice of the Product; or (e) or any cause not due to the negligence of Carrier whether similar or dissimilar to the causes herein enumerated. Any such delay, loss, contamination, damage, or degradation shall be equitably apportioned among all Shippers.

Shipper shall be solely responsible and liable for all delay, loss, contamination, damage, and/or degradation to Product that occurs prior to the Tender of Product to Carrier at an Origin Point and after delivery of such Product by Carrier at a Destination Point, and all delay, loss, contamination, damage, and/or degradation resulting from any other cause, except to the extent is determined to have been directly caused by the negligence or willful misconduct of Carrier.

As a condition precedent to Carrier's acceptance of Shipper's Tendered Product for transportation under this Tariff, Shipper shall release, indemnify, defend and hold harmless Carrier from and against all Liabilities for (i) injury and/or death of any person and for damage to property (including damage to Product of other Shippers, Consignors or Consignees) or any other loss sustained by Carrier, any Shipper Party and/or any third party resulting from or arising out of: (1) any breach of or failure to adhere to any provision of this Tariff by any Shipper Party; and/or (2) the negligent act(s) or failure(s) to act of any Shipper Party in connection with the Tendering or receipt of Product.

NOTWITHSTANDING ANY OTHER PROVISION IN AN AGREEMENT OR THIS TARIFF, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER SHIPPER NOR CARRIER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS DISRUPTION, LOSS OF USE, DEMURRAGE (OTHER THAN DEMURRAGE CHARGES SET FORTH UNDER ITEM NO. 105 WHICH SHALL BE EXCLUDED FROM THIS PARAGRAPH), ALTERNATIVE STORAGE, PRESERVATION OF PRODUCT, BUSINESS REPUTATION DAMAGES) ARISING FROM OR RELATING TO AN AGREEMENT OR THE TARIFF, REGARDLESS OF HOW CAUSED AND REGARDLESS OF THE THEORY OF RECOVERY.

Item No. 105 Shipper's Failure to Take Delivery

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 Product is causing congestion on a Pipeline Segment directing them to remove such Product. Unless otherwise specified, Shipper or Consignee must take delivery of its Product within twenty-four (24) hours of the notice described above. For any Product that is not taken by Shipper or its Consignee within this twenty-four (24)-hour period or the period otherwise specified in the notice ("Undelivered Product"), Carrier reserves the right to the following:

(a) charge Shipper a demurrage charge equal to the highest tariff rate applicable to the transportation of the Undelivered Product, multiplied by the number of Tons of Undelivered Product, multiplied by the number of days the Undelivered 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 or its Consignee's inability to take delivery of Product as required, Carrier reserves the right to charge Shipper or its Consignee an hourly demurrage charge equal to the product of (i) the transportation rate from the Undelivered Product's Origin to the furthest Destination Point on the effected Pipeline Segment; (ii) the pipeline average hourly flow capacity and (ii) the number of hours that Shipper's or its Consignee's Product remains in the System. Shipper shall pay such demurrage charge(s) upon presentation of a bill from Carrier;

(b) refuse to accept future Tenders of Product from Shipper or its Consignor at any Origin Point;

(c) divert Shipper's or its Consignee's Product to another Delivery Point;

(d) reconsign Shipper's or its Consignee's Product; and/or

(e) make whatever arrangements for disposition of the Undelivered Product as Carrier deems appropriate to clear the System, including the right to sell the Undelivered Product at private sales for the best price obtainable. Carrier may be a purchaser at any such sale. Out of the proceeds of any such sale, Carrier may pay itself all transportation and other lawful charges and expenses of sale, Shipper shall remain liable to the Carrier for the balance.

Carrier's refusal to accept Tenders at any Origin Point as a result of failure of Shipper or its Consignee to take delivery of Product as required by this Item No. 105 shall not in any way relieve Shipper of any other obligation under this Tariff or under any Agreement.

Item No. 110 Carrier Discretion

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

Item No. 115 Claim, Time for Filing

Shipper or its Consignee must provide Carrier with written notice of any potential claim for the delay, loss, contamination, damage or degradation of Product as soon as possible, and must make a claim for the delay, loss, contamination, damage or degradation of Product within six (6) months of delivery of the shipment of Product at the Destination to which such shipment was consigned, or in case of failure by Carrier to deliver, then within six (6) months after the date upon which delivery would have reasonably been completed by the Carrier. Such written claim as aforesaid shall be condition precedent to any suit.

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 No. 120 Liens and Encumbrances on the System

Shipper shall not permit any lien or encumbrance to be placed on the System.

Item No. 125 Taxes

Shipper assumes liability for the payment of any and all applicable taxes (including excise taxes, sales taxes, and value added taxes) with respect to the ownership of Shipper's Product within the System. Shipper shall be responsible for payment of any taxes, charges or assessments that may be assessed against all Product Tendered to the System by, or for, Shipper. Shipper agrees to reimburse Carrier for any taxes, charges, or assessments

described herein, exclusive of interest or penalties, that are legally due and properly paid by Carrier on Shipper's behalf after receipt from Carrier of appropriate verified documentation that such payment has been made. In no event shall either Party be obligated to pay the following taxes of the other Party: (a) any income withholding tax or tax imposed on or calculated based upon net profits, gross or net income, profit margin or gross receipts; (b) any tax measured by capital value, taxable margin or net worth, whether denominated as franchise taxes, doing business taxes, capital stock taxes or the like; (c) business license or franchise taxes or registration fees; and/or (d) property or ad valorem taxes.

Item No. 130 Compliance with Laws

Shipper shall comply with all Laws including applicable Import and Export Laws. All duties and other charges arising from the import or export of Product shall be the responsibility of the Shipper. For the avoidance of doubt, Carrier is not the importer or exporter of Product transported in the System.

Item No. 135 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 S.T.B., 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 (a) 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 (1) 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 (2) to the choice of applying the substantive and procedural Laws of the State of Texas, without reference to the choice of law principles thereof, (b) 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 (c) 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.

SECTION 2
LOCAL RATES FOR THE TRANSPORTATION OF ANHYDROUS AMMONIA BY PIPELINE
ALL RATES IN DOLLARS PER TON

[I] ALL RATES ON THIS PAGE ARE INCREASED.

Item No. 200 Base Rates

TO	FROM				
	Donaldsonville, LA	Taft, LA	Garner, IA	Waggaman, LA	El Dorado, AR
El Dorado, AR	34.75	34.76	--	34.98	--
Hermann, MO	50.74	51.12	51.12	51.32	49.20
Louisiana, MO	62.08	62.13	62.29	62.34	59.07
Palmyra, MO[1]	63.18	63.28	52.85	63.49	60.47
Wood River, IL	57.54	57.87	57.43	58.06	55.68
Cowden, IL	66.26	66.51	66.26	66.71	63.47
Trilla, IL	67.36	67.89	67.89	68.07	65.98
Washington, IA	72.77	73.62	45.29	73.82	71.40
Wever, IA	71.44	72.08	46.73	73.73	70.97
Marshalltown, IA	74.08	74.57	45.16	74.80	72.51
Garner, IA	75.80	76.44	14.36	76.64	73.98
Spencer, IA	77.19	77.33	31.58	77.54	74.21
Terre Haute, IN	69.36	69.67	69.36	69.89	66.48
Crawfordsville, IN	71.40	71.86	71.86	72.08	69.58
Frankfort, IN	72.51	73.06	72.51	73.26	69.57
Walton, IN	73.95	74.19	74.19	74.40	72.37
Huntington, IN	75.88	76.59	76.59	76.79	74.08
Blair, NE	79.41	79.75	31.58	79.96	76.37
Fremont, NE	79.64	79.95	31.58	80.16	76.61
Aurora, NE	80.65	81.18	31.58	81.39	79.64
Faustina, LA	--	--	--	--	34.43
Donaldsonville, LA	--	--	--	--	--
Taft, LA	--	--	--	--	34.76
Sterlington, LA	--	--	--	--	33.37
Plaquemine, LA	--	--	--	--	34.09

[1]See Item No. 300 – Palmyra, MO Incentive Program

Item No. 300 Palmyra, MO Incentive Program

The Incentive Rate is applicable to an Incentive Shipper who enters into an Agreement to Tender at least the following Minimum 12-Month Commitment Ton of Product from any of the published Origins to Palmyra, MO for a period of twelve (12) months but no longer than the effectiveness of this Item No. 300 or any successive issues, reissues and amendments thereto.

Minimum 12-Month Commitment Ton Volume	Incentive Rate (Dollars per Ton)
65,000	[I] 39.91

Item No. 400 Aurora, NE Incentive Program

The Incentive Rate is applicable to an Incentive Shipper who enters into a Throughput and Deficiency Agreement to deliver at least the following Minimum 12-Month Commitment Ton Volume of product out of the system at Aurora, NE for a period of twelve (12) months but no longer than the effectiveness of this Item No. 400 or any successive issues, reissues and amendments thereto.

Minimum 12-Month Commitment Ton Volume	Incentive Rate (Dollars per Ton)
50,000	[I] 59.93