

Phillips 66 Carrier LLC
In Connection With NuStar Pipeline Operating Partnership, L. P.
Applying On
Petroleum Products

All Rates On This Page Are [I] Increased Unless Otherwise Noted.

From	To	Rate in Cents Per Barrel
Borger, TX.	Conway, KS	145.63
	El Dorado, KS	128.13
	Salina, KS	181.22
	Hutchinson, KS	145.11
	Concordia, KS	186.41
	Geneva, NE	250.79
	North Platte, NE	369.28
	North Platte, NE UP	390.71
	Columbus, NE	308.54
	Osceola, NE	300.87
	Norfolk, NE	334.33
	Yankton, SD	332.60
	Vermillion, SD	337.69
	LeMars, IA	337.69
	Milford, IA	273.29
	Rock Rapids, IA	337.69
	Sioux Falls, SD	337.69
	Mitchell, SD	385.66
	Wolsey, SD	437.20
	Aberdeen, SD	477.66
	Jamestown, ND	514.51

The rates named in this tariff are for the transportation of Petroleum Products by pipeline to the points named herein and subject to the regulations named herein.

Route: Phillips 66 Carrier LLC to Wichita, Kansas, thence NuStar Pipeline Operating Partnership, L.P. to destination.

Filed in compliance with 18 CFR § 342.3 (Indexing)

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

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Carrier will receive Petroleum Products for transportation from the named origins to the named destinations under the following conditions:			
ITEM NO.	SUBJECT	RULES AND REGULATIONS	
5	Definitions	Barrel	Forty-two (42) gallons, U. S. measurement at sixty (60°) Fahrenheit.
		Carrier	Phillips 66 Carrier LLC and NuStar Pipe Line Operating Partnership, L.P.
		Petroleum Products	Motor Fuels: Automotive gasolines, aviation gasolines, and petroleum origin components for blending such gasolines. Distillates: Jet fuels, kerosene, heating oils, diesel fuel and naphtha.
10	Scheduling of Shipments	Petroleum Products will be accepted for transportation at such times as Petroleum Products of the same quality and specifications are currently being transported in accordance with schedules of shipments established by the Carrier.	
15	Origin and Destination Facilities	(a) Shipper will furnish facilities to deliver Petroleum Products to the Carrier's origin stations at a pumping rate equal to Carrier's full time pumping rate. (b) At destination, Petroleum Products will be placed in storage of Carrier when storage facilities for the particular Petroleum Product are available at such terminal point. When such Carrier storage is not available, shipper must provide facilities at destination for receiving such products promptly on arrival at destination. (c) No storage facilities are furnished by Carrier at point of origin. (d) Carrier will be under no obligation to accept Petroleum Products for transportation until or unless Carrier has scheduled storage space available, or shipper has provided satisfactory evidence that origin and destination facilities are available as required in sections (a) and (b) above.	
20	Minimum Shipment	Petroleum Products will be tendered for transportation in quantities of not less than 5,000 Barrels of the same quality and specifications from one consignor, consigned to one consignee, except that, Carrier may at its option, delay such tender at point of origin until it has accumulated at that point a total of 25,000 Barrels of the same quality and specifications.	
25	Minimum Consignment	Minimum consignment of any Petroleum Product to any terminal point shall be 2,500 Barrels except that, when Carrier is obligated to blend products for shipper. Carrier may control quantity of blending components delivered at each terminal point as required to meet blending specifications.	
30	Identity of Shipment	All Petroleum Products that are determined to be compatible with connecting Carriers specifications will be accepted for transportation on the condition that Carrier will use due diligence to transport same to destination with minimum of contamination and to maintain the identity of each shipment. However, it being impractical to maintain the absolute identity of each shipment of Petroleum Products, reasonable substitution of Barrels of the same kind of commodity shall be permitted. In the case of Petroleum Products such as turbine fuels and low sulphur distillates, which require extraordinary protection to avoid trace contaminants, consignee must provide acceptable buffers and must accept the interface mixture between such products or reimburse the Carrier for all costs involved in degrading such interface mixture to lower valued products.	
35	Acceptance Free From Liens And Charges	Petroleum Products will be accepted for transportation only when free from all liens and charges.	
40	Pipeage Contracts Required	Separate pipeage contracts in accord with this tariff and these regulations covering further details may be required of the proposed shipper before any duty of transportation will arise.	
45	Testing Measurement and Deductions	Carrier may require shipper to furnish laboratory reports showing the results of tests of the Petroleum Products offered for transportation or Carrier may make such tests as it deems desirable. Quantities at origin or destination will be determined by meters or by tank gauges. Shipper shall have the privilege of being present or represented at the time of testing or measurement. All such volumes will be corrected for temperatures to a basis of sixty degrees (60°F). From the net quantities so determined for acceptance, a further deduction of [U] three-tenths of one percent (3/10 of 1%) will be made to cover evaporation and loss.	
50	Payment of Transportation and Other Charges	The transportation and all other charges accruing on Petroleum Products accepted for shipment, based on the rates applicable to the terminal points proper at which delivery is made, if required by Carrier, will be paid before release of Petroleum Products from the custody of the Carrier, or if required by Carrier, will be prepaid at point of origin. Petroleum Products accepted for such transportation shall be subject to a lien for all lawful charges.	

GENERAL RULES AND REGULATIONS (Continued)		
ITEM NO.	SUBJECT	RULES AND REGULATIONS
55	Demurrage Charge	In order to provide space for delivery of succeeding shipments into Carrier's facilities and otherwise to prevent or relieve congestion at Carrier's terminal points, Carrier may give notice to shippers or consignees to remove Petroleum Products from Carrier's facilities. Petroleum Products specified in the notice shall be determined on a first-in-first-out basis. Petroleum Products specified in the notice which are not removed at the close of a thirty (30) day period beginning the day after such notice is sent by Carrier will be subject to a demurrage charge of [U] one cent (\$.01) a Barrel a day until removed. Demurrage charges are payable upon presentation of bill by Carrier.
60	Reconsignment	If no backhaul, or out-of-line movement is required, and if current operating conditions permit, Petroleum Products in the custody of Carrier may be reconsigned to destinations named herein. No charge will be made for such reconsignment, however, the products so reconsigned shall be subject to the rates, rules and regulations applicable from point of initial origin to point of final destination on the date of such reconsignment.
65	Liability of Carrier	Carrier shall not be liable for any delay in delivery or for any loss of product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods or by act of default of Consignor or Consignee, or resulting from any other cause not due to the negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss shall be apportioned by Carrier to each shipment of product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all product in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shippers and Consignee showing the apportionment of any such loss. The Carrier operates under this tariff solely as a provider of transportation, storage and terminating services and not as an owner, manufacturer, or seller of the product transported or stored here-under, and the Carrier expressly disclaims any liability for any expressed or implied warranty for products transported or stored hereunder including any warranties of merchantability or fitness for intended use. For all services provided for and received under this tariff, Shipper will indemnify and defend Carrier from any claims, liabilities, or losses (including costs of defense and reasonable attorney's fees), including claims for personal injury, death, or property damage involving the Carrier, Shipper Consignee, or third parties based on or arising out of Carrier's performance of such services where such services are performed in accordance with applicable federal, state or local statutes, regulations or ordinances. This indemnification shall include but not be limited to services such as the provision of emergency response numbers and shall include claims of any nature, legal or equitable, whether based on strict liability, negligence, breach of warranty, or any other causes of action. Shipper shall not be obligated to indemnify, hold harmless, and defend Carrier to the extent Carrier's failure to perform a service herein stated shall have caused the loss, claims, or liabilities covered under this Item No. 65. This indemnification obligation shall not apply to losses or damages to the product transported or handled under this tariff, or for the failure of the Carrier's obligation to maintain and operate its facilities in a proper operating condition.
70	Claims, Time for Filing	Claims for any delay, damage to or loss of Petroleum Products must be made in writing to the Carrier within nine (9) months after delivery from the Carrier's facilities of the shipment involved at the destination to which such shipment was consigned, or in case of failure by Carrier to deliver, then within nine (9) months after the date upon which delivery would have reasonably been completed by Carrier. Such written claim as aforesaid will be a condition precedent to any suit. Suit for any delay, damage to, or loss of Petroleum Products must be instituted within two (2) years and one (1) day after notice in writing is given by the Carrier to the claimant the Carrier has disallowed the claim or any part thereof specified in the notice. Claims or suits for delay, damage to, or loss of Petroleum Products not filed or instituted in accordance with the forgoing provisions will not be paid and Carrier will not be liable.
75	Injection Additives And Dyes	When requested by a shipper or a consignee, Carrier will, if injection ratio of the requested additive is within the capabilities of the present injection equipment, for a service charge of [U] six (6) cents per Barrel of petroleum product treated, perform the service of injecting dyes, additives and additive mixtures, including pour point depressants into Petroleum Products at Carrier's terminal, provided however, that the party requesting such service shall furnish or pay for all required dyes and additives. For a service charge of [U] five (5) cents per Barrel of petroleum product treated, Carrier will perform the service of injecting intake valve deposit (IVD) additive. In addition, the party requesting such service will pay for the required (IVD) additive. In the event the specifications or injection ratio of a shipper's additives are outside the capabilities of Carrier's injection equipment, the Carrier may require the party requesting the service to install satisfactory injection equipment or pay an installation charge for such equipment.

GENERAL RULES AND REGULATIONS (Continued)		
ITEM NO.	SUBJECT	RULES AND REGULATIONS
80	Storage Charges	In addition to the charges for transportation and all other services provided herein, charge of [I] Forty three and fifty seven one hundredth (43.57) cents per Barrel will be made for all Petroleum Products delivered from the pipeline into Carrier's storage facilities at Carrier's terminals.
85	Terminal Charges	In addition to the charges for transportation and for other services provided herein, a charge of [I] twenty seven and seventy-seven one hundredth (27.77) cents per Barrel will be made for all Petroleum Products delivered at Carrier's terminals.
90	Apportionment When Tenders Exceed Capacity	When there is tendered to Carrier, for transportation, a quantity of Petroleum Products greater than can be currently transported, the transportation furnished by Carrier shall be apportioned among all shippers in proportion to the amounts tendered by each, and transported in such quantities and at such times to the limit of capacity so as to avoid discrimination among shippers provided, no tender for transportation shall be considered beyond the amount which the shipper requesting the shipment will have on hand accessible to and ready for shipment by Carrier.
95	Tax Registration	The Carrier shall require the shipper, consignee or consignor to provide proof of registration with appropriate Federal and State Agencies for the collection of all sales and excise taxes. Failure to provide such proof of registration shall not relieve shipper, consignee or consignor of the appropriate tax liability. Any charges levied against the Carrier by any State or Federal agency will be collected by the Carrier in accordance with the provision stated in tariff Item No. 50.
Explanation Of Abbreviations And Referenced Marks		
[I]	Increase	
[U]	Unchanged Rate	
[W]	Change in Wording Only	
①	This tariff contains rates that are higher for shorter than longer distances over the same route. Such departure from terms of the Amended Fourth Section of the Interstate Commerce Act has been sought pursuant to Fourth Section Application dated August 4, 1994.	
°	Degrees	
F	Fahrenheit	