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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): **March 1, 2016**

**NuStar Energy L.P.**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of  
incorporation)

**001-16417**

(Commission File Number)

**74-2956831**

(I.R.S. Employer Identification  
No.)

**19003 IH-10 West  
San Antonio, Texas 78257**

(Address of principal executive offices)

**(210) 918-2000**

(Registrant's telephone number, including area code)

**Not applicable**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 1, 2016, NuStar Energy L.P. (the “Partnership”), NuStar GP Holdings, LLC (“Holdings”), NuStar GP, LLC (“GP-LLC”), the general partner of the general partner of the Partnership and a wholly-owned subsidiary of Holdings, and NuStar Services Company LLC (“NS Services”), a wholly-owned subsidiary of the Partnership, entered into an Amended and Restated Services Agreement (the “A&R Services Agreement”). The A&R Services Agreement replaces the Services Agreement between the Partnership, Holdings and GP-LLC effective January 1, 2008, and provides that NS Services will provide all executive management, accounting, legal, cash management, corporate finance and other management and administrative services necessary to conduct the business of each of the Partnership and Holdings. All employees providing services to both Holdings and the Partnership are employed by NS Services; therefore, the Partnership reimburses NS Services for all employee costs, other than the expenses allocated to Holdings (the Holdings Administrative Services Fee). The A&R Services Agreement has an initial term ending on March 1, 2020 and provides for automatic renewal for additional successive two-year terms unless terminated by either party upon six months’ prior written notice.

Also on March 1, 2016, and in connection with the assignment, effective March 1, 2016, from GP-LLC to NS Services of the employment of all of GP-LLC’s domestic employees, GP-LLC and NS Services entered into an Assignment and Assumption Agreement whereby GP-LLC assigned to NS Services all of its employee benefits plans, programs, contracts and policies (the “Plans”) as well as various of its other agreements and contracts with certain employees, affiliates and third party service providers (the “Agreements”); and NS Services agreed to assume the sponsorship and all obligations relating to the ongoing maintenance and administration of each of the Plans and Agreements. In addition, GP-LLC agreed to indemnify the Partnership and NS Services for its proportionate amount of any future liabilities arising in connection with the Plans.

**Item 9.01 Financial Statements and Exhibits.**

(d) **Exhibits.**

<b>Exhibit Number</b>	<b>Exhibit</b>
Exhibit 10.1	Assignment and Assumption Agreement dated March 1, 2016 between NuStar GP, LLC and NuStar Services Company LLC
Exhibit 10.2	Amended and Restated Services Agreement dated March 1, 2016 between NuStar Energy L.P., NuStar GP Holdings, LLC, NuStar GP, LLC and NuStar Services Company LLC

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NUSTAR ENERGY L.P.

By: Riverwalk Logistics, L.P.  
its general partner

By: NuStar GP, LLC  
its general partner

Date: March 1, 2016

By: /s/ Amy L. Perry

Name: Amy L. Perry

Title: Senior Vice President, General Counsel - Corporate & Commercial Law and  
Corporate Secretary

**EXHIBIT INDEX**

<b>Exhibit Number</b>	<b>Exhibit</b>
Exhibit 10.1	Assignment and Assumption Agreement dated March 1, 2016 between NuStar GP, LLC and NuStar Services Company LLC
Exhibit 10.2	Amended and Restated Services Agreement dated March 1, 2016 between NuStar Energy L.P., NuStar GP Holdings, LLC, NuStar GP, LLC and NuStar Services Company LLC

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement (the “Agreement”) effective as of March 1, 2016 (the “Effective Date”), is entered into by and between NUSTAR GP, LLC, a Delaware limited liability company (“GP-LLC”), and NUSTAR SERVICES COMPANY LLC, a Delaware limited liability company (“NS Services”).

**RECITALS**

WHEREAS, GP-LLC is a wholly owned subsidiary of NuStar GP Holdings, LLC, a Delaware limited liability company (“Holdings”), and NS Services is a wholly owned subsidiary of NuStar Energy L.P., a Delaware limited partnership (“NuStar Energy”); and

WHEREAS, pursuant to the terms and conditions of the Third Amended and Restated Agreement of Limited Partnership of NuStar Energy, as amended, and that certain Services Agreement dated as of January 1, 2008, GP-LLC has provided all of the executive management, accounting, legal, cash management, fuels marketing and trading, corporate finance and other management and administrative services necessary and appropriate to conduct the businesses of each of NuStar Energy and Holdings (collectively, the “Services”); and

WHEREAS, effective as of the Effective Date, GP-LLC transferred and assigned to NS Services, and NS Services accepted from GP-LLC, the employment of all of GP-LLC’s domestic employees; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Services Agreement dated as of the Effective Date (the “Services Agreement”), among other things, NS Services has agreed to provide all of the Services for NuStar Energy and Holdings; and

WHEREAS, GP-LLC sponsors and maintains various employee benefit plans, programs, contracts and policies for the benefit of its employees, including but not limited to those plans, programs, contracts and policies specifically identified on Exhibit A attached hereto (the “Plans”), has entered into Change of Control Severance Agreements with certain of its employees, has entered into various agreements with third parties for the provision of services such as, by way of illustration and not limitation, administration of the Plans, recruiting, staffing, insurance, payroll, tax preparation, information technology and other services, and has also entered into administrative and general services contracts with certain affiliates (collectively, the “Agreements”); and

WHEREAS, in connection with the transfer of employees and the agreement of NS Services to provide the Services, as described above, the parties desire that GP-LLC transfer and assign to NS Services, and that NS Services accept the transfer and assignment of, and agree to assume, the sponsorship and ongoing maintenance and administration of each of the Plans and Agreements.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. Assignment and Assumption of Plans and Agreements. The sponsorship and all obligations relating to the ongoing maintenance and administration of each of the Plans and Agreements are hereby transferred and assigned from GP-LLC to NS Services, and NS Services hereby accepts such transfer and assignment; provided, however, that the administration of the NuStar GP, LLC Fifth Amended and Restated 2000 Long-Term Incentive Plan (the "LTIP") shall be as set forth in Section 3 of the LTIP. By virtue of such assignment and assumption, NS Services hereby possesses all rights, authority, and responsibility as plan sponsor and employer under each of the Plans and such other applicable rights, authority and responsibilities under the Agreements, and as provided under applicable law. NS Services hereby assumes full responsibility for the qualification, administration and ongoing compliance with all applicable legal requirements relating to each of the Plans. Additionally, NS Services hereby assumes full responsibility for the ongoing performance of all obligations of GP-LLC under each of the Agreements. GP-LLC and NS Services shall cooperate with each other to cause each of the Plans and Agreements to be amended, as necessary, to reflect the assignment, transfer and assumption evidenced hereby. To the extent that the transfer and assignment of any of the Agreements requires the consent of an individual employee, affiliate or third party, as applicable, GP-LLC and NS Services shall cooperate to obtain such consent.

2. Additional Agreements, Policies, Etc. In addition to the transfer, assignment and assumption of each of the Plans and Agreements provided for in Section 1, all of GP-LLC's rights and obligations under each trust agreement, administrative agreement, insurance policy and any other contract, agreement or arrangement of any kind relating to the sponsorship, maintenance or administration of any of the Plans or Agreements, are hereby transferred and assigned to, and assumed by, NS Services (such agreements, policies, contracts and arrangements, the "Additional Agreements"). GP-LLC and NS Services agree to fully cooperate and to take any and all action necessary or appropriate in order to provide for, and evidence such transfer, assignment and assumption. In furtherance of the foregoing, any and all trustees, third party administrators, custodians, investment advisors, investment managers, actuaries, accountants and any other agents or third party service providers shall continue to hold their respective positions with respect to the Plans unless and until replaced by NS Services or the NS Services BPAC (as defined below). To the extent that the transfer and assignment of any of the Additional Agreements requires the consent of an individual employee, affiliate or third party, as applicable, GP-LLC and NS Services shall cooperate to obtain timely such consent.

3. Plan Administrator. From and after the Effective Date, the named fiduciary and plan administrator, as applicable, of each of the Plans shall be the NS Services Benefit Plans Administrative Committee (the "NS Services BPAC"), which shall replace the GP-LLC BPAC in such capacity, and shall have all responsibility and authority necessary or appropriate to administer the Plans in accordance with their terms. All policies and decisions adopted by the GP-LLC BPAC prior to the Effective Date shall, unless and until changed by the NS Services BPAC, or its delegate, continue in effect. Without limiting the generality of the foregoing, all funding and investment policies, loan, withdrawal and distribution procedures, procedures for

processing domestic relations orders, and any other procedures relating to the administration of any of the Plans, previously adopted by the GP-LLC BPAC shall remain in full force and effect unless and until changed by the NS Services BPAC or its delegate.

4. Fidelity Bond; Liability Insurance. GP-LLC and NS Services shall timely notify the issuer of any fidelity bond or liability insurance policy relating to any Plan or Agreement of the transfer, assignment and assumption provided for herein, and the parties shall fully cooperate and take all action necessary to effectuate the transfer, assignment and assumption with respect to such fidelity bonds and insurance policies so as to ensure coverage of NS Services, the NS Services BPAC and all entities and individuals involved in the administration of the Plans and the Agreements from and after the Effective Date.

5. Effect on Employment. It is the intent of the parties, and of NuStar Energy and Holdings, that the transfer of employment of GP-LLC's employees to NS Services shall be treated as a transfer from one affiliate to another affiliate, and that, therefore, such transfer shall not constitute a termination of employment or a change in control for purposes of any of the Plans or the Agreements. In this connection, each employee shall be treated as if his/her employment has not been terminated as a result of the transfer from GP-LLC to NS Services, and his/her service, for all purposes under each Plan and Agreement, shall be treated as continuous without any break in service related to such transfer.

6. Use of Assets. All assets used by employees of NS Services in providing the Services to each of NuStar Energy and Holdings will be the same assets that were previously utilized by those employees while employed by GP-LLC prior to the Effective Date.

7. Employee Communications. The parties shall fully cooperate to prepare and distribute summaries of material modifications and other communication materials as deemed necessary or appropriate by the parties, to notify employees of the assignment, transfer and assumption evidenced hereby, as well as such other information as may be deemed appropriate by the parties. Such summaries of material modification and other notices shall be distributed to affected employees and other interested parties by NS Services as soon as reasonably practicable following the Effective Date.

8. Reports to Governmental Agencies; Audits. From and after the Effective Date, NS Services shall be responsible for preparing, filing and/or distributing all required governmental reports relating to the Plans, including without limitation, Annual Returns/Reports (Form 5500 Series), Summary Annual Reports, Annual Funding Notices, and all filings required under the Affordable Care Act. GP-LLC shall fully cooperate with NS Services, and provide NS Services with all information and assistance as NS Services may reasonably request, in connection with the preparation of such reports. Additionally, in the event of a governmental audit, investigation or inquiry relating to any of the Plans, GP-LLC and NS Services shall fully cooperate with each other, and GP-LLC shall provide NS Services with all information or documentation in its possession or control pertaining to any such audit, investigation or inquiry.

9. Transfer of Records. GP-LLC shall, as soon as reasonably practicable following the Effective Date, transfer to NS Services all records pertaining to the Plans and Agreements in GP-LLC's possession or control.

10. Costs and Expenses Relating to the Plans. All costs and expenses relating to the assignment, transfer and assumption evidenced hereby, as well as the ongoing sponsorship, maintenance and administration of the Plans and the Agreements by NS Services shall be paid by NuStar Energy and Holdings in accordance with, and subject to, the terms and conditions of the Services Agreement.

11. Indemnification. GP-LLC shall indemnify, defend and hold harmless NuStar Energy and NS Services for all costs, liabilities, damages and similar amounts (collectively, "Liabilities") existing or arising with respect to the Plans to the extent such Liabilities exist or arise as a result of the failure of such Plans to be adopted, operated or maintained in accordance with applicable laws; provided, however, that such Liabilities shall be multiplied by a fraction, the numerator of which is the total amount of compensation and value of benefits provided by GP-LLC to employees, officers and directors and the denominator of which is the sum of (i) the total amount of compensation and value of benefits provided by GP-LLC to employees, officers and directors and (ii) the total amount of compensation and value of benefits provided by GP-LLC, NuStar Energy or NS Services to employees, officers and directors.

12. Further Acts. GP-LLC and NS Services agree to take any and all further action and to execute any and all further documents as either of them may reasonably determine to be necessary or appropriate to effectuate the transfer, assignment and assumption of the Plans and the Agreements, and all other matters contemplated in this Agreement.

13. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS.

14. Binding Effect; Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of, and be enforceable by the parties hereto and their respective successors and permitted assigns. Neither party shall have the right to assign its rights or obligations under this Agreement (by operation of law or otherwise) without the express consent of the other party and any such attempted assignment without consent shall be void and of no force or effect.

15. Invalidity of Provisions. In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

16. Entire Agreement. This Agreement constitutes the whole and entire agreement between the parties hereto and supersedes any prior agreement, undertaking, declaration, commitment or representation, verbal or oral, with respect to the subject matter hereof.



17. Captions. The captions of the sections and paragraphs of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

NUSTAR GP, LLC

By: /s/ Thomas R. Shoaf

Name: Thomas R. Shoaf

Its: Executive Vice President and Chief Financial Officer

NUSTAR SERVICES COMPANY LLC

By: NuStar Energy L.P.,  
its sole member

By: Riverwalk Logistics, L.P.,  
its general partner

By: NuStar GP, LLC,  
its general partner

By: /s/ Thomas R. Shoaf

Name: Thomas R. Shoaf

Its: Executive Vice President and Chief Financial Officer

Exhibit A

Plans (as amended from time to time):

NuStar Pension Plan  
NuStar Excess Pension Plan  
NuStar Thrift Plan  
NuStar Excess Thrift Plan  
NuStar Frozen Nonqualified 401(k) Plan for Former Employees of Ultramar Diamond Shamrock Corporation  
NuStar GP, LLC Welfare Benefits Plan  
NuStar GP, LLC Cafeteria Plan  
NuStar GP, LLC Retiree Welfare Benefits Plan  
NuStar Energy L.P. Annual Bonus Plan  
NuStar GP, LLC Fifth Amended and Restated 2000 Long-Term Incentive Plan

**AMENDED AND RESTATED  
SERVICES AGREEMENT**

This Amended and Restated Services Agreement (this “Agreement”), effective as of March 1, 2016 (the “Effective Date”), is entered into by and between NUSTAR ENERGY L.P., a Delaware limited partnership (“NuStar Energy”), NUSTAR GP HOLDINGS, LLC, a Delaware limited liability company (“Holdings”), NUSTAR GP, LLC, a Delaware limited liability company and a wholly owned subsidiary of Holdings (“GP-LLC”), and NUSTAR SERVICES COMPANY LLC, a Delaware limited liability company and a wholly owned subsidiary of NuStar Energy (“NS Services”).

**RECITALS**

WHEREAS, NuStar Energy and GP-LLC are parties to that certain Services Agreement, effective as of January 1, 2008 (the “Services Agreement”), pursuant to which NuStar Energy and GP-LLC agreed to the allocation of reimbursements due to GP-LLC for the executive management, accounting, legal, cash management, corporate finance and other management and administrative services provided by GP-LLC to each of Holdings and NuStar Energy (collectively, the “Services”);

WHEREAS, effective as of the Effective Date, GP-LLC transferred and assigned to NS Services, and NS Services accepted from GP-LLC, the employment of all of GP-LLC’s domestic employees;

WHEREAS, from and after the Effective Date, NS Services shall provide the Services to NuStar Energy and Holdings;

WHEREAS, the parties desire to enter into this Agreement to determine the allocation of payments due to NS Services for the Services provided to each of Holdings and NuStar Energy, respectively;

WHEREAS, on January 28, 2016, the independent directors of GP-LLC approved the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

**ARTICLE I  
DEFINITIONS**

Section 1.01 Definitions.

The following definitions shall be for all purposes, unless otherwise clearly indicated to the contrary, applied to the terms used in this Agreement.

(a) “Affiliates” means entities that directly or indirectly through one or more intermediaries control, or are controlled by, or are under common control with, such party, and the term “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

(b) “Code” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

(c) “force majeure” means any one or more of: (a) an act of God, (b) a strike, lockout, labor difficulty or other industrial disturbance, (c) an act of a public enemy, war, blockade, insurrection or public riot, (d) lightning, fire, storm, flood or explosion, (e) governmental action, delay, restraint or inaction, (f) judicial order or injunction, (g) material shortage or unavailability of equipment, or (h) any other cause or event, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

(d) “Holdings Administrative Services Fee” means for each fiscal year, \$1.0 million (as adjusted pursuant to Section 2.03(b)).

(e) “Holdings Services” is as defined in Section 2.01(b).

(f) “Initial Term” is as defined in Section 2.04(a).

(g) “NuStar Services” is as defined in Section 2.01(a).

(h) “Person” means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization or other enterprise (including an employee benefit plan), association, government agency or political subdivision thereof or other entity.

(i) “Service Recipients” means NuStar Energy and Holdings.

(j) “Services Reimbursement” is as defined in Section 2.02(a).

## **ARTICLE II**

### **PROVISION OF SERVICES**

#### Section 2.01 Provision of Services.

(a) NuStar Services. NS Services shall provide all executive management, accounting, legal, cash management, fuels marketing and trading, corporate finance and other management and administrative services necessary and appropriate, in GP-LLC’s sole discretion, to conduct the business of NuStar Energy (the “NuStar Services”).

(b) Holdings Services. NS Services shall provide all executive management, accounting, legal, cash management, corporate finance and other management and administrative services necessary and appropriate, in GP-LLC's sole discretion, to conduct the business of Holdings (the "Holdings Services").

(c) Nature of Services as Management Functions. The parties understand and agree that the NuStar Services and the Holdings Services constitute "management functions" within the meaning of Code Section 414(m)(5) and that, therefore, NS Services and NuStar Energy, on the one hand, and NS Services and Holdings, on the other hand (and, in each case, all entities within the respective "controlled groups" (within the meaning of Code Section 414 (b) or (c)) of NuStar Energy or Holdings), constitute an "affiliated service group" within the meaning of Code Section 414(m).

(d) Use of Assets. All assets used by domestic employees of NS Services in providing the NuStar Services and the Holdings Services will be the same assets that were previously utilized by those employees while employed by GP-LLC prior to the Effective Date.

#### Section 2.02 Payment for NuStar Services.

(a) NuStar Services Reimbursement. Commencing on the Effective Date, and for each contract year thereafter, NuStar Energy shall reimburse NS Services for all NuStar Services, in an amount and as determined by GP-LLC in its sole discretion, which reimbursement shall include, without limitation, all of NS Services' payroll and related benefits costs, including pension funding, unit-based compensation, all administrative costs and expenses associated with maintaining and administering compensation and benefit plans and programs, all costs of paying and/or providing compensation and benefits, and all withholdings on compensation (the "Services Reimbursement"). The Services Reimbursements shall be made as cash disbursements are required by NS Services.

(b) Taxes. If the Services Reimbursement does not include sales, use, excise, value added or similar taxes, if any such taxes are imposed on the NuStar Services, and if under the applicable laws any such taxes are to be collected and remitted to the appropriate authorities by NS Services, NuStar Energy shall pay or reimburse NS Services for any such taxes.

#### Section 2.03 Payment for Holdings Services.

(a) Holdings Administrative Services Fee . Commencing on the Effective Date, and for each contract year thereafter, Holdings shall pay to NS Services the Holdings Administrative Services Fee, which shall be subject to adjustment as provided in Section 2.03(b).

(b) Adjustment to Holdings Administrative Services Fee. The Holdings Administrative Services Fee is subject to adjustment as follows: (i) by an annual amount equal to NS Services' annual merit increase percentage for the most recently completed fiscal year and (ii) for changed levels of services due to expansion of operations through acquisition, construction of new businesses or assets or otherwise.

(c) Taxes. If any sales, use, excise, value added or similar taxes are imposed on the Holdings Services, and if under the applicable laws any such taxes are to be collected and remitted to the appropriate authorities by NS Services, Holdings shall pay or reimburse NS Services for any such taxes.

Section 2.04 Term.

(a) Initial Term. This Agreement shall have an initial term commencing on the Effective Date and continuing in full force and effect until March 1, 2020 (the "Initial Term"), unless otherwise terminated pursuant to the terms hereof.

(b) Renewal. This Agreement shall be renewed automatically for additional successive two-year terms after the Initial Term, unless any party provides six months' advance notice to the other parties of its intent to terminate this Agreement, in which case this Agreement shall terminate six months after such notice is delivered.

**ARTICLE III**  
**MISCELLANEOUS**

Section 3.01 No Third Party Beneficiary. The provisions of this Agreement are enforceable solely by the parties to the Agreement and no limited partner, assignee, member or other person shall have the right, separate and apart from the parties hereto, to enforce any provisions of this Agreement or to compel any party to this Agreement to comply with the terms of this Agreement.

Section 3.02 Limited Warranty; Limitation of Liability.

NS Services represents that it will provide or cause the Services to be provided to NuStar Energy and Holdings with reasonable care and in accordance with all applicable laws, rules, and regulations, including without limitation those of the Federal Energy Regulatory Commission. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, ALL PRODUCTS OBTAINED FOR A SERVICE RECIPIENT AND ITS AFFILIATES ARE AS IS, WHERE IS, WITH ALL FAULTS AND NS SERVICES MAKES NO (AND HEREBY DISCLAIMS AND NEGATES ANY AND ALL) REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES RENDERED OR PRODUCTS OBTAINED FOR A SERVICE RECIPIENT AND ITS AFFILIATES. FURTHERMORE, A SERVICE RECIPIENT AND ITS AFFILIATES MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE MADE TO NS SERVICES BY ANY PARTY PERFORMING SERVICES ON BEHALF OF NS SERVICES HEREUNDER, UNLESS SUCH PARTY MAKES AN EXPRESS WARRANTY TO SUCH SERVICE RECIPIENT AND ITS AFFILIATES. HOWEVER, IN THE CASE OF SERVICES PROVIDED BY A THIRD PARTY FOR A SERVICE RECIPIENT AND ITS AFFILIATES, IF THE THIRD PARTY PROVIDER OF SUCH SERVICES MAKES AN EXPRESS WARRANTY TO SUCH SERVICE RECIPIENT AND ITS AFFILIATES, SUCH SERVICE

RECIPIENT AND ITS AFFILIATES ARE ENTITLED TO CAUSE NS SERVICES TO RELY ON AND TO ENFORCE SUCH WARRANTY.

IT IS EXPRESSLY UNDERSTOOD BY EACH SERVICE RECIPIENT AND ITS AFFILIATES THAT NS SERVICES SHALL HAVE NO LIABILITY FOR THE FAILURE OF THIRD PARTY PROVIDERS TO PERFORM ANY SERVICES HEREUNDER AND FURTHER THAT NS SERVICES SHALL HAVE NO LIABILITY WHATSOEVER FOR THE SERVICES PROVIDED BY ANY SUCH THIRD PARTY UNLESS IN EITHER EVENT SUCH SERVICES ARE PROVIDED IN A MANNER WHICH WOULD EVIDENCE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF NS SERVICES, BUT NS SERVICES SHALL, ON BEHALF OF EACH SERVICE RECIPIENT AND ITS AFFILIATES, PURSUE ALL RIGHTS AND REMEDIES UNDER ANY SUCH THIRD PARTY CONTRACT. EACH SERVICE RECIPIENT AND ITS AFFILIATES AGREES THAT THE REMUNERATION PAID TO NS SERVICES HEREUNDER FOR THE SERVICES TO BE PERFORMED REFLECT THIS LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES. IN NO EVENT SHALL NS SERVICES BE LIABLE TO A SERVICE RECIPIENT, ITS AFFILIATES OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY ERROR IN THE PERFORMANCE OF SERVICES OR FROM THE BREACH OF THIS AGREEMENT, REGARDLESS OF THE FAULT OF NS SERVICES OR ANY THIRD PARTY PROVIDER OR WHETHER NS SERVICES OR THE THIRD PARTY PROVIDER ARE WHOLLY, CONCURRENTLY, PARTIALLY, OR SOLELY NEGLIGENT. TO THE EXTENT ANY THIRD PARTY PROVIDER HAS LIMITED ITS LIABILITY TO NS SERVICES FOR SERVICES UNDER AN OUTSOURCING OR OTHER AGREEMENT, EACH SERVICE RECIPIENT AND ITS AFFILIATES AGREE TO BE BOUND BY SUCH LIMITATION OF LIABILITY FOR ANY PRODUCT OR SERVICE PROVIDED TO SUCH SERVICE RECIPIENT AND ITS AFFILIATES BY SUCH THIRD PARTY PROVIDER UNDER NS SERVICES' AGREEMENT.

Section 3.03 Force Majeure. If any party to this Agreement is rendered unable by force majeure to carry out its obligations under this Agreement, other than a party's obligation to make payments as provided for herein, that party shall give the other parties prompt written notice of the force majeure with reasonably full particulars concerning it. Thereupon, the obligations of the party giving the notice, insofar as they are affected by the force majeure, shall be suspended during, but no longer than the continuance of, the force majeure. The affected party shall use all reasonable diligence to remove or remedy the force majeure situation as quickly as practicable.

The requirement that any force majeure situation be removed or remedied with all reasonable diligence shall not require the settlement of strikes, lockouts or other labor difficulty by the party involved, contrary to its wishes. Rather, all such difficulties may be handled entirely within the discretion of the party concerned.



Section 3.04 Further Assurances. In connection with this Agreement and all transactions contemplated by this Agreement, each signatory party hereto agrees to execute and deliver such additional documents and instruments as may be required for a party to provide the services hereunder and to perform such other additional acts as may be necessary or appropriate to effectuate, carry out, and perform all of the terms and provisions of this Agreement.

Section 3.05 Notices. Any notice, request, demand, direction or other communication required or permitted to be given or made under this Agreement to a party shall be in writing and may be given by hand delivery, postage prepaid first-class mail delivery, delivery by a reputable international courier service guaranteeing next business day delivery or by facsimile (if confirmed by one of the foregoing methods) directed to such party's Legal Department at the following address:

19003 IH-10 West  
San Antonio, Texas 78257  
Attention: Legal Department  
Facsimile: (210) 918-5442

or at such other address of which notice may have been given by such party in accordance with the provisions of this Section.

Section 3.06 Counterparts. This Agreement may be executed in several counterparts, no one of which needs to be executed by all of the parties. Such counterpart, including a facsimile transmission of this Agreement, shall be deemed to be an original and shall have the same force and effect as an original. All counterparts together shall constitute but one and the same instrument.

Section 3.07 Applicable Law. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF TEXAS.

Section 3.08 Binding Effect; Assignment. Except for the ability of NS Services to cause one or more of the Services to be performed by a third party provider (subject to the terms of this Agreement), no party shall have the right to assign its rights or obligations under this Agreement (by operation of law or otherwise) without the consent of the other parties and any such assignment that is made without such consent shall be void and of no force and effect. No permitted assignment shall release any party from any of its obligations under this Agreement. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assignees.

Section 3.09 Invalidity of Provisions. In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

Section 3.10 Entire Agreement. This Agreement constitutes the whole and entire agreement between the parties hereto and supersedes any prior agreement, undertaking, declarations, commitments or representations, verbal or oral, in respect of the subject matter hereof.

Section 3.11 Captions. The captions of the sections and paragraphs of this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

**NUSTAR ENERGY L.P.**

By: Riverwalk Logistics, L.P.,  
its general partner

By: NuStar GP, LLC,  
its general partner

By: /s/ Thomas R. Shoaf

Name: Thomas R. Shoaf

Title: Executive Vice President and Chief Financial Officer

**NUSTAR GP, LLC**

By: /s/ Thomas R. Shoaf

Name: Thomas R. Shoaf

Title: Executive Vice President and Chief Financial Officer

**NUSTAR GP HOLDINGS, LLC**

By: /s/ Thomas R. Shoaf

Name: Thomas R. Shoaf

Title: Executive Vice President and Chief Financial Officer

**NUSTAR SERVICES COMPANY LLC**

By: NuStar Energy L.P.,  
its sole member

By: Riverwalk Logistics, L.P.,  
its general partner

By: NuStar GP, LLC,  
its general partner

By: /s/ Thomas R. Shoaf

Name: Thomas R. Shoaf

Title: Executive Vice President and Chief Financial Officer