

**ONEOK NGL PIPELINE, L.L.C. [C] ~~L.P.~~**

**LOCAL PIPELINE COMMODITY TARIFF**

Naming

Rates, Charges and Regulations

Applying On

**NATURAL GAS LIQUIDS**

**FROM A POINT IN:**

Kansas

**TO A POINT IN:**

Kansas

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[N] ONEOK NGL Pipeline L.P. is now ONEOK NGL Pipeline, L.L.C. That change was effective December 27, 2007 in Delaware and the KCC approved the name change effective in Kansas March 31, 2008. All Rates, Charges, and Regulations have been brought forward unchanged from ONEOK NGL Pipeline L.P. Supplement 1 to KCC No. 5.

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The rates published in this tariff are for the intrastate transportation of Natural Gas Liquids as described in Item 5 of tariff. ONEOK NGL Pipeline, L.L.C. will receive and deliver such Natural Gas Liquids through its own pipelines and not otherwise, subject to the rules and regulations contained in this tariff.

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

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## **RULES AND REGULATIONS**

### **Item No. 5 - Definitions**

"Carrier" as used herein means ONEOK NGL Pipeline, L. L.C.

"Shipper(s)" means the party or parties for whom transportation services are provided under the terms of this tariff.

"Natural Gas Liquids" as used herein means unfractionated streams containing primarily natural gasoline, normal butane, isobutane, propane, ethane, and all mixtures conforming to GPA specifications and ONEOK NGL Pipeline, L.L.C. specifications for movements to Seward County, Kansas.

"Barrel" is declared to be forty-two (42) United States gallons measured at a temperature of 60 degrees Fahrenheit.

### **Item No. 10 – Commodity Specifications and Schedules**

Carrier is engaged in the transportation of Natural Gas Liquids as herein defined and will not accept any other commodity for transportation under this tariff. Natural Gas Liquids will be accepted for transportation only at such time as Natural Gas Liquids of the same quality and specifications are currently being transported or scheduled to be transported from receiving point to terminal point. Deliveries to Carrier shall be at pressures, pumping rates, and temperatures required by Carrier. Carrier will transport Natural Gas Liquids as defined herein with reasonable diligence, considering the quality of the Natural Gas Liquids, the distance of transportation and other material elements.

Schedules of shipments and consignments will be issued to each Shipper by the Carrier from time to time in a manner and to the extent reasonably desirable to facilitate the efficient and economical use and operation of the Carrier's facilities and to reasonably accommodate Shipper's needs for transportation of such products.

### **Item No. 15 - Minimum Tender**

Natural Gas Liquids of the required specifications shall be tendered for transportation in quantities of not less than 25,000 Barrels of the same specifications. All tenders shall be for continuous transportation and delivery from one consignor, consigned to one Consignee, provided however, due to the configuration of Carrier's system, Carrier may for its convenience transport tenders by intermittent pumpings. As an incident to the acceptance of any tender, the Shipper shall furnish and pay transportation charges at the rates specified in Carrier's tariff on such buffer material as may be required by Carrier. Consignee shall accept delivery of Natural Gas Liquids containing portions of all of such buffer material.

Where delivery must be made by Carrier directly into a connecting pipeline, minimum shipments on approved tenders shall be of a volume equal to or in excess of the minimum shipment requirements of the receiving company and such product shall be of the same specification as that currently being pumped by such receiving pipeline.

**Item No. 20 - Storage**

Carrier does not furnish storage facilities or services at origins or destinations.

Natural Gas Liquids will be accepted for transportation only when the Shipper and the Consignee have provided equipment and facilities, including storage facilities, satisfactory to Carrier for delivering such tenders to Carrier at origin at a pumping rate equal to the current rate of pumping and for receiving same without delay upon arrival at destination. Satisfactory evidence may be required by Carrier showing that necessary facilities are available for delivering shipments at origin and receiving shipments at destination before any obligation to furnish transportation shall arise.

**Item No. 25 - Title**

Natural Gas Liquids will be accepted for transportation only when free from all liens and charges. When any Natural Gas Liquids tendered for transportation is involved in litigation, or when the ownership thereof may be in dispute, Carrier may require of Shippers an indemnity bond to protect it against all loss.

**Item No. 30 – Measurement, Testing and Volume Corrections**

The Natural Gas Liquids delivered for transportation hereunder shall be measured by means of mass measurement stations. The mass measurement stations shall be designed, maintained and operated by carrier at its expense. The measurement facilities shall be capable of measuring the volume of Natural Gas Liquids delivered hereunder and shall be installed and calibrated in accordance with the following API Manual of Petroleum Measurement Standards latest revision and GPA Technical Standards latest revision: API MPMS Chapter 1 (Vocabulary); API MPMS Chapter 4 (Proving Systems); API MPMS Chapter 5 (Metering); API MPMS Chapter 7 (Temperature Determination); API MPMS Chapter 12.2 (Calculation of Liquid Petroleum Quantities Measured by Turbine or Displacement Meters); API MPMS Chapter 14.6 (Continuous Density Measurement); API MPMS Chapter 14.7 (Mass Measurement of Natural Gas Liquids); and API MPMS Chapter 14.8 (Liquefied Petroleum Gas Measurement). Carrier's automatic continuous sampling equipment installed at the measurement station shall be operated by Carrier and shall be designed to accumulate a representative sample proportional to the flow of the Natural Gas Liquids passing through the measurement facilities, shall be designed to prevent product vaporization, and shall be equipped with mixing facilities to eliminate and stratification. All sampling shall be conducted in accordance with GPA Standard 2174 (Method for Obtaining Hydrocarbon Fluid Samples Using a Floating Piston Cylinder). Carrier shall fill sample transportation containers from the sampler, for subsequent analysis. Sample shall be shipped to the Laboratory in Medford, Oklahoma for analysis. Such samples shall be analyzed by method GPA Standard 2177. The molecular weight and pounds per gallon volumes of the Natural Gas Liquids delivered at the measurement station, and each component thereof, shall be calculated according to GPA Standard 8173 (Method for Converting Mass of Natural Gas Liquids and Vapors to Equivalent Liquid Volumes) and GPA Standard 2145 (Table of Physical Constants for Hydrocarbons and Other Components of Interest to the Natural Gas industry).

**Item No. 35 - Mixtures**

Natural Gas Liquids will be accepted for transportation only on condition that it shall be subject to such changes in characteristics, while in transit as may result from the mixture with other natural gas liquids, and Carrier shall be under no obligation to make delivery of the identical Natural Gas Liquids received, but may make delivery out of common stock. The right of Carrier to make such deliveries out of common stock and the requirement that Shippers accept delivery of common stream Natural Gas Liquids, the characteristics of which may have been changed due to mixing with other Natural Gas Liquids, shall be a condition to transporting Natural Gas Liquids under this tariff.

**Item No. 40 - Notice**

Natural Gas Liquids for shipment through the line of Carrier will be received only on properly executed tenders from the Shipper showing the point at which the Natural Gas Liquid is to be received, point of delivery, Consignee and amount of Natural Gas Liquid to be transported.

Any Shipper desiring to tender Natural Gas Liquids for transportation shall make such tender to Carrier in writing on or before the twenty-fifth day of the month preceding the month during which the transportation under the tender is to begin, on forms which will be supplied by the Carrier upon request; except that, if space is available for current movement, a Shipper may tender Natural Gas Liquids for transportation after the twenty-fifth day of the month preceding the month during which the transportation under the tender is to begin.

**Item No. 45 - Scheduling Shipments**

Carrier will transport and deliver Natural Gas Liquids with reasonable diligence and dispatch considering the quantity and quality of the Natural Gas Liquids, the distance of transportation, safety of operations, and other material factors, but will accept no natural gas liquid to be transported in time for any particular market.

**Item No. 50 - Intermediate Points**

For natural gas liquid shipments accepted for transportation from any point not named as an origination point in tariffs which is intermediate to a point from which rates are published in said tariffs, through such intermediate point, the rate published therein from the next more distant origination point specified in the tariffs will apply. For natural gas liquid shipments accepted for transportation to any point not named in tariffs which is intermediate to a point to which rates are published in said tariffs, through such intermediate point, the rate published therein to the next more distant point specified in the tariffs will apply.

The termination points of all lateral pipelines of Carrier which allow for the placement of natural gas liquids into the main line of Carrier shall be considered as intermediate points and the further transportation in the main line of said Natural Gas Liquids shall be at the published rate from the next more distant origination points specified in the tariff for main line transportation.

**Item No. 55 - Failure to Take Delivery at Destination**

Carrier shall have the right to divert, reassign, flare or make whatever arrangements for material as Carrier deems appropriate, in the event that (1) any Shipper fails to take delivery as required; or (2) any Shipper's deliveries to Carrier for shipment fail to be Natural Gas Liquids as defined herein; or (3) any Shipper fails to make payment in accordance with the requirements of this tariff.

Carrier has the right to sell such Natural Gas Liquids at private sale for the best price obtainable. Carrier and/or affiliates of Carrier may be a purchaser at any such sale. Out of the proceeds of any such sale, Carrier may pay itself all transportation charges due to Carrier from Shipper, on the shipment being sold or any prior shipment and a fee of 21 cents per barrel as liquidated damages to compensate Carrier for its expenses, costs and inconvenience resulting from Shipper's breach as described above and the sale of Shipper's Natural Gas Liquids permitted hereunder.

**Item No. 60 – Reconsignment**

If no out-of-line or back-haul movement is required, and subject to pumping schedules and proration of pumping space provided for in Item 65 and all other rules and regulations herein, Shipper may, on forty-eight (48) hours written notice to Carrier, reconsign any shipment or portion of any shipment that is in-transit in Carrier's pipe line to destinations named herein or to other destinations on other lines named in lawful tariffs issued by or concurred in by Carrier, subject to the rates, rules and regulations applicable from point of origin to final destinations.

In the event Shipper or consignee does not have adequate facilities available to receive Natural Gas Liquids from the line without delay at the time any shipment or portion thereof arrives at a destination to which it is consigned, Carrier will reconsign said shipment or any undelivered portion thereof to a destination where facilities are available to receive it and Carrier shall not be liable for any damage, loss in transit, or loss in storage which may occur by reason of such reconsignment. Such reconsignment shall have the same effect as though requested by Shipper and Shipper shall pay transportation charges and all other charges from point or origin to actual final destinations.

**Item No. 65 - Payment of Transportation**

Natural Gas Liquids accepted for transportation shall be subject to the rates in effect on the date and at the place of receipt of such Natural Gas Liquids from Shipper to the destination at which delivery is made and, shall be paid in accordance with invoice terms and these Rules and Regulations on the net quantities of Natural gas liquids delivered. Carrier shall have a lien on all Natural Gas Liquids to cover all charges accruing under the tariffs of Carrier until such charges are paid. Carrier, at its option, may require Shipper to pay all such charges and fees in advance or to provide an irrevocable letter of credit satisfactory to Carrier. Natural gas liquids not released due to failure to pay or not taken by Shipper at the time of scheduled delivery are subject to sale under provisions of Item 45 above.

If transportation and other charges are not paid by the due date stated on the invoice, Carrier shall have the right to assess finance charges on the entire past due balance (including principal and accumulated but unpaid finance charges) until paid in full at the rate equal to one hundred twenty-five percent (125%) of the prime rate of interest charged by Citibank N.A., New York, New York, as of the due date or the maximum finance charge rate allowed by law whichever is less. Carrier reserves the right to set-off any charges due Carrier by Shipper against any monies owed to Shipper by Carrier or any Natural Gas Liquids of Shipper in Carrier's custody.

**Item No. 70 - Other Charges**

In addition to the transportation charges and all other charges accruing on Natural Gas Liquids accepted for transportation, a per Barrel charge will be assessed and collected in the amount of any tax, fee, or other charge levied against Carrier in connection with such natural gas liquid pursuant to any federal, state, or local act or regulation which levies a tax, fee, or other charge on the receipt, delivery, transfer, or transportation of such natural gas liquid within its jurisdiction for the purpose of creating a fund for the prevention, containment, clean up and/or removal of spills and/or the reimbursement of persons sustaining a loss therefrom.

**Item No. 75 - Claims, Suits and Time for Filing**

As a condition precedent to recovery, claims must be filed in writing with Carrier within nine (9) months after delivery of the Natural Gas Liquids or in case of failure to make delivery, then within nine (9) months after a reasonable time has elapsed. Suit shall be instituted against Carrier only within two (2) years and one (1) day from the day that notice is given in writing by Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and Carrier shall not be liable.

**Item No. 80 - Apportionment when Tenders are in Excess of Facilities**

During any period of time when the aggregate volume of Natural Gas Liquids to be received and/or transported by carrier exceed the pipeline capacity, space in Carrier's pipeline shall be allocated among all Shippers under the following Proration policy:

1. At such times as Carrier determines that it may be necessary to allocate space in its pipeline system, whether in the entire system or in any one or more segments thereof, Carrier will require Shippers to nominate volumes to be shipped at least 30 days prior to the beginning of the shipping month.
2. Pipeline capacity shall be allocated among historic Shippers on the basis of their average use of the pipeline system during the 12 months beginning 13 months prior to the month in which apportionment occurs ("base period").
3. In the event a new Shipper tenders volumes during a period of apportionment such Shipper shall be allocated a maximum of 5,000 barrels of space in the pipeline system and the remaining pipeline capacity will then be allocated among the historic Shippers as provided in paragraph 2 above.
4. Carrier will notify Shippers 20 days prior to the start of such proration month of the amount of space that will be apportioned to each. Not later than ten (10) prior to the start of such proration month each Shipper shall prepay five cents (\$0.05) per barrel for its allocated space. Any space not so prepaid shall be reallocated ratably to the other historic Shippers.
5. If a Shipper fails to use the space allocated and paid for, payment for unused space shall not be refunded to Shipper and Shipper's allocated volume for subsequent prorated scheduling period(s), not to exceed six (6) months, will be reduced by up to the amount of the unused space: except that to the extent such failure is in the sole opinion of Carrier, due to causes beyond the reasonable control of Shipper, Shipper may use such payments as a credit against future allocated space charges and will not be penalized in the allocated volume for the subsequent prorated scheduling period(s).
6. Allocated space of one Shipper may not be assigned, conveyed or used by another during such time as this proration policy may be in effect.

**Item No. 85 - Liability of Carrier**

While in possession of Natural Gas Liquids tendered to it for shipment, Carrier shall not be liable for any loss thereof or damage thereto or delay, caused by the act of God, public enemy, civil disorder, quarantine, authority of law, strikes, riots, fire, floods or act of default of Shipper or Consignee, or from any other cause not due to the negligence of Carrier whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned to each shipment in the same proportion that such shipment, or part thereof, received and undelivered at the time such loss or damage occurs bears to the total of all shipments, or part thereof, then in the custody of Carrier for transportation. Each Consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion, as so determined, of such loss or damage and transportation charges shall be assessed only on the quantity delivered. Carrier will not be liable for discoloration, contamination, or deterioration of Natural Gas Liquids transported unless such discoloration, contamination, or deterioration results from negligence of Carrier.

**Item No. 90 - Gains or Losses**

Any gain or loss in the Natural Gas Liquids tendered to Carrier shall be calculated at intervals not to exceed a calendar quarterly basis and shall be apportioned among the shippers based upon the amount delivered to Carrier for transportation during said period. Each shipper's account will be adjusted for their apportioned share of such gain or loss no later than the last day of the month following the quarter wherein the gain or loss occurred.

**Item No. 95 - Pipeage Contracts**

Separate pipeage contracts may be required of the proposed Shipper before any duty of transportation shall arise.

**Item No. 100A - Rates Applicable to Transportation of Natural Gas Liquids**

*(Rates In cents per Barrel of 42 United States gallons each)*

<u>FROM</u>	<u>TO</u>	<u>RATE</u>
Duke Energy National Helium Plant Seward County, KS	Liberal Booster Station Seward County, KS	[N] 5.00

**Explanation of Abbreviations and Reference Marks**

- KS      Kansas
- [W]     Change in Wording Only
- [U]     Unchanged rate