

ONEOK North System, L.L.C.

Local Pipe Line Tariff

CONTAINING

RATES, RULES AND REGULATIONS

Governing the Interstate Transportation and Handling
(including Terminalling)

OF

PRODUCT

Transported by Pipeline

**Includes Volume Incentive Rates
FROM AND TO POINTS NAMED HEREIN**

Rates are filed in compliance with § 342.3 Indexing ~~344~~

The rates named in this tariff are expressed in cents per barrel of forty-two (42) United States gallons and are subject to change as provided by law and also to the Rules and Regulations published herein, supplements hereto and reissues hereof.

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

ISSUED: May 31, 2019

EFFECTIVE: July 1, 2019

Issued and Compiled by:
[W] Katherine O'Connor Barrett ~~Sherlyn Johnson Schumack~~, Senior Regulatory Analyst
100 West Fifth Street
Tulsa, Oklahoma 74103
[W] (918) 588-7203 ~~28~~
[W] katherine.oconnor@oneok.com ~~sherlyn.schumack@ONEOK.com~~

Table of Contents

Subject	Item	Page
Allocation of Carrier's Pipeline Facilities	65	6
Application of Rates to Intermediate Points	92	7
Claims, Time for Filing	80	7
Definitions	1	3
Explanation of Reference Marks	--	10
Facilities at Origin and Destination	15	3
Failure to Take Delivery at Destination	61	6
General Application of Tariff	--	3
General Rules and Regulations	--	3
Identity of Shipments	45	4
Liability of Carrier	75	6
Local Rates – Normal Butane	95	7
Local Rates – Natural Gasoline	100	8
Measurement	40	4
Minimum Deliveries from Carrier's Terminal	25	4
Minimum Shipment	20	3
Notice of Tenders	46	4
Odorization	30	4
Payment of Carrier Charges and Carrier's Lien	55	5
Pipeage Contracts	85	7
Product Subject to Liens or Involved in Litigation	50	5
Reconsignment	62	6
Schedule of Delivery	70	6
Scheduling Shipments	10	3
Shipment Acceptability	5	3
Storage in Carrier's Facilities	57	5
Testing	35	4
Volume Incentive Program Effective April 1, 2019 Through March 31, 2020	115	9

GENERAL APPLICATION OF TARIFF

The services covered by this tariff, that is, the transportation and handling of Product between the origin stations and destination delivery points named herein shall be provided only in accordance with the General Rules and Regulations published herein.

GENERAL RULES AND REGULATIONS

ITEM 1 – DEFINITIONS

Barrel – The volume of Product contained in a barrel as used herein shall consist of forty-two (42) United States gallons at sixty degrees (60°) Fahrenheit and equilibrium vapor pressure.

Carrier – ONEOK North System, L.L.C. (ONEOK)

Shipper – The party or parties who contract with Carrier for the transportation of a shipment of Product under the terms of this tariff.

Product – means normal butane and natural gasoline

ITEM 5 – SHIPMENT ACCEPTABILITY

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

ITEM 10 – SCHEDULING SHIPMENTS

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

ITEM 15 – FACILITIES AT ORIGIN AND DESTINATION

SECTION A – Carrier will provide such facilities at the origin station as it deems necessary for the operation of the pipeline. Shipments will be accepted for transportation herein only when Shipper has provided facilities satisfactory to Carrier capable of delivering Product into such origin station at pressures and at pumping rates required by Carrier.

SECTION B – Carrier will provide at its terminals reasonable facilities for receiving and loading Product.

ITEM 20 – MINIMUM SHIPMENT

SECTION A - A shipment of five thousand (5,000) barrels or more of the same quality and specifications of Product shall be accepted for transportation at one point of origin from one Shipper.

SECTION B - Carrier may elect to accept a shipment of less than five thousand (5,000) barrels of the same quality and specifications of Product for transportation at one point of origin from one Shipper, but, if Carrier

makes such election, such shipment may be received subject to delay, at Carrier's discretion, until Carrier has accumulated at the same point of origin five thousand (5,000) barrels of Product of the same specifications from the same or other Shippers.

ITEM 25 – MINIMUM DELIVERIES FROM CARRIER'S TERMINALS

At destination, Carrier will furnish facilities to load Product into tank trucks of five thousand (5,000) gallons or greater water capacity.

ITEM 30 – ODORIZATION

Because facilities do not exist at the named destination to inject odorant into Product as a warning agent, Carrier will deliver Product only to a Shipper which represents that it knows the end use of the Product to be delivered and certifies in writing in conformity with applicable regulations of the U.S. Department of Transportation that odorization will be harmful in the use or further processing of the Product or that odorization will serve no useful purpose in such use or further processing. Tendering of Product by Shipper and the acceptance of delivery of Product by Shipper's consignee shall constitute Shipper's representation that it knows the end use of the Product. Carrier shall not be required to deliver Product to a Shipper or its consignee unless Shipper has agreed in writing to indemnify, defend and hold Carrier harmless from and against any and all claims and liabilities arising from or in connection with the delivery of unodorized Product and/or failure to odorize Product, except those claims for loss of or damage to Product for which by law Carrier may not limit its liability.

ITEM 35 – TESTING

Carrier may require Shipper to furnish a certificate setting forth in detail the specifications of each shipment of Product offered for transportation hereunder, and Shipper shall be liable for any contamination or damage to other Product in Carrier's custody, or to Carrier's pipeline or other facilities caused by failure of the Product tendered to meet the specifications stated in Shipper's certificate; however, Carrier may, but shall not be required to, sample and/or test any shipment prior to acceptance or during receipt of shipment, and, in the event of variance between the specifications contained in said certificate and the specifications indicated by Carrier's test, Carrier's test results shall prevail and be determinative as to whether the shipment meets Carrier's required specifications.

ITEM 40 – MEASUREMENT

All Products will be measured at the time of receipt and delivery by Carrier in accordance with applicable Carrier and industry accepted practices and procedures. All measurements and tests shall be performed by the Carrier, but Shipper or its representative may be present to witness such measurements and tests. All measurements and tests performed by Carrier shall be determinative unless they are contested within 90 days of receipt of appropriate documentation by Shipper.

ITEM 45 – IDENTITY OF SHIPMENTS

Carrier will not maintain identity of Product shipments but will deliver from its common stream. Carrier shall have the right to treat all Product as fungible, without limitation, and shall have the right to blend one Product with a different Product as long as the Product delivered to Shipper at the destination point meets the requirements of Item 5.

ITEM 46 - NOTICE OF TENDERS

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

Any Shipper desiring to tender Product for transportation shall make such tender to Carrier in writing on or before the tenth (10th) 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 Product for transportation after the tenth (10th) day of the month preceding the month during which the transportation under the tender is to begin.

ITEM 50 – PRODUCT SUBJECT TO LIENS OR INVOLVED IN LITIGATION

Carrier shall have the right to reject any Product offered for transportation which 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, and Carrier may require of the Shipper satisfactory evidence of Shipper's perfect and unencumbered title and/or satisfactory bond indemnifying Carrier against any and all loss.

ITEM 55 – PAYMENT OF CARRIER CHARGES AND CARRIER'S LIEN

Transportation and all other lawful charges accruing on Product accepted for transportation shall be assessed by Carrier at the rates specified herein on the basis of quantities of Product delivered at the destination. Payment for all applicable charges shall be considered due upon presentation of statement of charges from Carrier. Carrier may require full or partial prepayment of transportation charges, letter of credit, or require any other method of insuring payment deemed appropriate by Carrier at the time of Carrier's acceptance for transportation, or before release of Product from the custody of Carrier.

Carrier shall have a lien on all Products in its custody belonging to Shipper to secure payment of all unpaid transportation charges and any other lawful charges due from Shipper to Carrier; and Carrier may withhold all or a portion of said Products from delivery until all charges have been paid.

If such charges remain unpaid, Carrier, or Carrier's agent, shall have the right to sell such Products at public or private sale, on any day not a legal holiday and upon not less than seventy-two (72) hours notice to Shipper. Said notice to Shipper shall include the time and place of the sale and the quantity and location of the Products to be sold. From the proceeds of the sale, the transportation and all other lawful charges due from Shipper to Carrier, including the expenses incidental to the sale, shall be paid, and the balance, if any, shall be remitted to the Shipper. Should the proceeds of such sale be insufficient to pay the transportation and other lawful charges, including expenses of sale, due from Shipper to Carrier, the Shipper shall remain liable to Carrier for the unpaid balance.

In addition to the other remedies available to Carrier in this Item 55, Carrier shall also 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 Products of Shipper in Carrier's custody.

For the purposes of this Item 55, Products shall mean all of Shipper's liquefied petroleum Products in Carrier's custody.

All notices required under this Item 55 shall become effective at time and date when Carrier delivers notice to Shipper.

ITEM 57 – STORAGE IN CARRIER'S FACILITIES

Carrier will provide storage for Shipper's Product in Carrier's custody based on a ratio using the average daily deliveries to the Shipper from the destinations named herein for the most recent twelve (12) months.

If, on a daily basis, Shipper's inventory exceeds the allotted storage volume provided by Carrier, Shipper will

pay Carrier a charge of [U] seven and one-half cents (\$0.075) per barrel per day for such excess volumes stored.

Carrier reserves the sole right to limit the excess volume stored.

ITEM 61 – FAILURE TO TAKE DELIVERY AT DESTINATION

Shipper shall remove Product, or cause Product to be removed, from Carrier's facilities following transportation to a nominated destination. In the event failure to remove Product threatens or prevents delivery of succeeding shipments into or out of Carrier's facilities, and/or threatens or causes congestion at Carrier's terminals, Carrier shall have the right, after using reasonable efforts to notify Shipper, without liability to Shipper, to make such sale or disposition of unremoved Product as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such sale or disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier. If Carrier sells such Product, Carrier will remit the proceeds therefrom, less its cost of selling the Product and all other associated costs and damages borne or incurred by Carrier, to Shipper.

Following the notice as described above in Item No. 61, in addition to any remedy available to Carrier, Shipper will pay a penalty charge in the event Shipper fails to remove Product from Carrier's pipeline and that failure prevents the movement of succeeding shipments. The penalty charge will be [U] \$12,500 per hour for each hour that Shipper's failure to remove product prevents the movement of succeeding shipments.

ITEM 62 – RECONSIGNMENT

If no backhaul movement is required, and if current operating conditions permit, Product in the custody of Carrier may be reconsigned to destinations named in tariffs making reference hereto, or to other destinations on other pipelines named in lawful tariffs concurred in by Carrier. No additional charge will be made for any such reconsignment; however, the Product so reconsigned shall be subject to the rates, rules and regulations applicable from point of initial origin to point of final destination in effect on the date the origin of the shipment.

ITEM 65 – ALLOCATION OF CARRIER'S PIPELINE FACILITIES

When all products is offered to Carrier for transportation are in quantities greater than can be transported or otherwise handled, Carrier shall undertake the allocation of its available facilities on an equitable basis and shall restrict or suspend receipts to the extent necessary to effect such allocation. When withdrawals of products requested at a destination exceed Carrier's delivery capabilities at such destination, Carrier shall allocate withdrawals among all Shippers on an equitable basis and shall restrict or suspend withdrawals to the extent necessary to effect such allocations. Allocation of pipeline receipts and withdrawals will be performed pursuant to Carrier's allocation policy dated October 1, 2014 (available on Carrier's company website).

ITEM 70 – SCHEDULE OF DELIVERY

Subject to the provisions of Item 10 and 65, tank trucks shall be loaded in the order in which they arrive at a terminal. Carrier shall not be liable for any delays in loading.

ITEM 75 – LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery or damage to or loss of Product caused by an Act of God, public enemy, quarantine, authority of law, riots, strikes, picketing or other labor stoppages, whether of Carrier's employees or otherwise, fire, floods, or act or default of any Shipper or the acts of third parties, or resulting from any other cause or circumstances not directly due to the sole negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. In the event of damage to or loss of Product for which Carrier is not liable, such loss or the effect of such damage may be apportioned by Carrier to each shipment

or portion thereof involved in the incident of loss or damage in the proportion that such shipment or portion thereof bears to the total of all Product involved in the incident of loss or damage, and the amount of Product ultimately delivered to each Shipper involved shall be determined in accordance with the foregoing. If apportionment is made by Carrier, Carrier shall compute the quantity of damaged or lost Product and submit a statement to the Shippers involved showing the apportionment of the quantities of Product damaged or lost among Shippers involved. Carrier reserves the right, at its sole and complete discretion, to institute legal or other proceedings to recover Product in kind and/or monetary damages for product lost or damaged under this Item. Upon recovery of product in kind and/or monetary damages, Carrier shall deduct the cost of recovery, including a reasonable attorney's fee, and shall then apportion the remaining Product in kind and/or monetary damages recovered among the affected Shippers in the same proportion as the allocated losses or damages.

ITEM 80 – CLAIMS, TIME FOR FILING

Claim for any delay, damage to or loss of Product must be made in writing to Carrier within nine (9) months after delivery at destination of the shipment involved, 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, made as aforesaid, shall be a condition precedent to any suit on the subject matter of such claim.

Suit for any delay, damage to, or loss of Product shall be instituted within two (2) years and one (1) day after notice in writing is given by Carrier to the Claimant that Carrier has disallowed the claim or any part or parts thereof specified in the notice.

Claims or suits for delay, damage to, or loss of Product not filed or instituted in accordance with the foregoing provisions will not be paid and Carrier will not be liable with regard thereto.

ITEM 85 – PIPEAGE CONTRACTS

Separate pipeage contracts, in accord with these Rules and Regulations, covering further details, may be required by Carrier before any duty of transportation shall arise.

ITEM 92 – APPLICATION OF RATES TO INTERMEDIATE POINTS

Product accepted for transportation to any point on Carrier's pipeline not named in this tariff, but which is intermediate to a point to which rates are published, will be assessed the rate in effect to the next more distant point published in the tariff.

ITEM 95 - LOCAL RATES - NORMAL BUTANE

For the Transportation and Handling (including Terminalling) of Normal Butane by Pipeline

(Rates in Cents per Barrel)

[I] Increase. All rates in the chart below are increased.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO: Morris, Illinois	534.18	534.18	534.18	534.18

ITEM 100 - LOCAL RATES – NATURAL GASOLINE

For the Transportation and Handling (including Terminalling) of Natural Gasoline by Pipeline

(Rates in Cents per Barrel)

[I] Increase. All rates in the chart below are increased.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas
TO: Morris, Illinois	541.79	541.79	541.79	541.79

ITEM 115 VOLUME INCENTIVE PROGRAM EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020

TERM

The term of this Volume Incentive Program shall commence as of April 1, 2019 (the “Effective Date”) and will continue for a period of twelve (12) months. This period of time from the Effective Date through March 31, 2020 shall be defined as the (“Contract Term”).

Shippers must sign a transportation services agreement (“TSA”) documenting their commitment to ship under this Item prior to April 1, 2019.

CONTRACT MINIMUM VOLUME

Shipper shall ship a contract minimum volume of 780,000 Barrels of Product under this Item during the Contract Term (the “Contract Minimum Volume”).

MONTHLY MINIMUM VOLUME

Shipper shall ship a minimum volume of 45,000 Barrels of Product under this Item during each calendar month (the “Monthly Minimum Volume”). Volumes shipped in excess 95,000 Barrels per month of the Contract Term shall not be credited towards a future month’s Monthly Minimum Volume obligation.

SUMMER PROGRAM PERIOD

April 1, 2019 through September 30, 2019 of the Contract Term (“Summer Program Period”)

Each month during the Summer Program Period, for volumes up to 95,000 Barrels per month, Carrier shall invoice and Shipper shall pay the Summer Tier I Volume Incentive Rate. For volumes exceeding 95,000 Barrels per month during the Summer Program Period Carrier shall invoice and Shipper shall pay the Summer Tier II Volume Incentive Rate.

WINTER PROGRAM PERIOD

October 1, 2019 through March 31, 2020 of the Contract Term (“Winter Program Period”)

Each month during the Winter Program Period, for volumes up to 95,000 Barrels per month, Carrier shall invoice and Shipper shall pay the Winter Tier I Volume Incentive Rate. For volumes exceeding 95,000 Barrels per month during the Winter Program Period Carrier shall invoice and Shipper shall pay the Winter Tier II Volume Incentive Rate.

MONTHLY SHORTFALL AMOUNT

If Shipper fails to ship at least the Monthly Minimum Volume of Product, Carrier shall invoice and Shipper shall pay an amount equal to the local transportation rate published in Item 100 of this tariff,

times the difference between the number of Barrels shipped during such month and the Monthly Minimum Volume ("Monthly Shortfall Payment"). The Monthly Shortfall Payment is in addition to payments due for Barrels shipped. Barrels not shipped and invoiced the Monthly Shortfall Payment shall be deemed to have been shipped for compliance with the Contract Minimum Volume. If, however, Shipper fails to ship the Monthly Minimum Volume because Carrier is unable to transport volume from Bushton, Kansas, for reasons other than Force Majeure, such volume that Carrier is unable to ship from Bushton, Kansas, up to the difference between the Monthly Minimum Volume and the volume shipped by Shipper during such month, shall be deemed to have been shipped for the purpose of determining compliance with this Item for the month of such inability.

CONTRACT SHORTFALL PAYMENT

If Shipper fails to ship at least the Contract Minimum Volume of Product during the Contract Term then, in addition to payments due for Barrels shipped, Carrier shall invoice and Shipper shall pay an amount equal to the local transportation rate published in Item 100 of this tariff times the difference between the number of Barrels actually shipped during the Contract Term and Contract Minimum Volume (the "Contract Shortfall Payment"). If, however, Shipper fails to ship the Contract Minimum Volume because Carrier is unable to transport volume from Bushton, Kansas, for reasons other than Force Majeure, such volume that Carrier is unable to ship from Bushton, Kansas, up to the difference between the Contract Minimum Volume and the volume shipped by Shipper during the Contract Term, shall be deemed to have been shipped for the purpose of determining compliance with this section for the month of such inability. For purposes of this Item, volumes shipped in a continuous movement beginning on the last day of the Contract Term shall be deemed shipped during the Contract Term and will be billed at the corresponding Volume Incentive Rate.

LINE CLEARING

In order to facilitate deliveries to the delivery points, Carrier may request Barrels of Product from Shipper at the delivery points that will be used to clear other Products from the pipeline prior to delivering

Product to the delivery points. Carrier shall redeliver all such Product to Shipper at the delivery points. There will be no fee charged to Shipper by Carrier for Barrels of Product received for this purpose and redelivered to Shipper at the delivery points. The volume of Product to be used for such purpose is estimated to be approximately 7,000 Barrels but will not exceed 10,000 Barrels per occurrence. Barrels used to clear other Products from the pipeline prior to delivering Product to the delivery points will not be included when calculating the Monthly Minimum Volume.

VOLUME INCENTIVE RATES

The incentive rates under this Item will remain unchanged during the Contract Term.

LOSS ALLOWANCE

A monthly deduction of thirty-five hundredths of one percent (.35%) will be made by Carrier upon delivery to the Shipper at the delivery point to cover losses inherent in transportation.

Volume Incentive Rates for Item 115 for the Transportation and Handling (including Terminalling) of Product by Pipeline

[U] Unchanged. All rates in the chart below are unchanged.

(Rates in cents per Barrel)

Period	Program	From	To	Rate ⁽⁴⁾
April 1, 2019 through September 30, 2019	Summer Tier I	Bushton, Kansas	Morris, Illinois	275.00
	Summer Tier II			350.00
October 1, 2019 through March 31, 2020	Winter Tier I			460.00
	Winter Tier II			495.00

EXPLANATION OF REFERENCE MARKS	
[I]	Increase
[U]	Unchanged
[W]	Change in wording