

ONEOK North System, L.L.C.

Local Pipe Line Tariff

CONTAINING

RATES, RULES AND REGULATIONS

Governing the Interstate Transportation and Handling

OF

NATURAL GASOLINE

Transported by Pipeline

VOLUME INCENTIVE TARIFF

[C] ~~(Local rates can be found in F.E.R.C. No. 39.17.0 and successive issues thereof.)~~

[W] This tariff is filed in compliance with 18 C.F.R. § 341

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 thereof.

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

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GENERAL APPLICATION OF TARIFF

The services covered by this tariff, that is, the transportation and handling of Product between the origin and destination 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)

Consignee – The party to whom a Shipper has ordered delivery of Product.

Product(s) – Natural Gasoline

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

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

Carrier will provide such facilities at the points of origin and destination as it deems necessary for the operation of the pipeline. Shipments will be accepted for transportation hereunder only when Shipper has provided facilities at the points of origin and destination which are capable of delivering Product or receiving Product at pressures and at pumping rates required by Carrier.

ITEM 20 – MINIMUM SHIPMENT

A minimum shipment of twenty thousand (20,000) Barrels of the same quality and specifications of Product shall be required for transportation at one point of origin from one Shipper; provided however, Carrier may elect to accept a smaller shipment, but such shipment may be received subject to delay,

at Carrier's discretion until Carrier has accumulated at the same point of origin twenty thousand (20,000) Barrels of Product of the same quality and specifications from the same or other Shippers.

ITEM 27 – BUFFER MATERIAL

In the transportation of Product, the Carrier, as a condition of shipment to protect the quality of such Product, may require the Shipper to furnish buffer material in kind, quality and quantity satisfactory to the Carrier. Carrier will deliver such buffer material, which may include other Products commingled with it, into facilities which shall be supplied by Shipper or Consignee at destination.

The Carrier reserves the right to determine the quality and quantities of Products commingled and included in deliveries of buffer material to Shipper or Consignee at destination, and Shipper shall pay charges on such Products in accordance with ONEOK's currently effective tariff for like Products.

ITEM 35 – TESTING

Carrier may require Shipper to furnish a certificate setting forth in detail 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 or after 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 fees 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 Shipper to make full or partial prepayment of transportation charges, or provide letters of credit, or require any other method of insuring payment deemed appropriate by Carrier at the time of Carrier's acceptance of Product 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 Product 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 Product 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 tenders 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 as described in ONEOK North System, L.L.C. Shipper Letter Number 9, dated March 5, 2013.

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 \$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 Carrier's tariffs, 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, Product so reconsigned shall be subject to the rates, rules and regulations applicable from initial origin to final destination in effect on the date the shipment originates. Such reconsignment shall be allowed at Carrier's sole discretion.

ITEM 65 – ALLOCATION OF CARRIER'S PIPELINE FACILITIES

When all products 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 exceeds 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 allocation. 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 75 – LIABILITY OF CARRIER

Carrier shall not be liable for any delay in delivery, damage to or loss of Product or injury or death to any person caused by Force Majeure, including but not limited to, an Act of God, public enemy, quarantine, authority of law, riot, strike, picketing or other labor stoppage, whether of Carrier's employees or otherwise, fire, flood, or the act or default of any Shipper or any third party, or resulting from any other cause or circumstance 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 or loss or damage in the proportion that such shipment or portion thereof bears to the total of all Product involved in Carrier's custody at the time of the incident, 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 tariff. 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 of delivery or damage to or loss of Product must be made in writing to Carrier within nine (9) months after Carrier's delivery at the destination of the shipment involved, or, in case of failure by Carrier to deliver, or 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 of delivery or 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 Shipper that Carrier has disallowed the claim or any part or parts thereof specified in the notice. Claims or suits for delay of delivery or 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

A separate pipeage contract, in accord with these Rules and Regulations, covering further details, is required by Carrier before any duty of transportation shall arise. Such pipeage contract may also include additional charges or prepayment obligations for reimbursement for facilities necessary to receive and/or deliver Shipper's shipments or to comply with the minimum volume obligations of the tariff.

ITEM 90 – APPLICATION OF RATES TO INTERMEDIATE POINTS

On a temporary basis (30 days) product accepted for transportation from or to any point on Carrier's pipeline not named in this tariff, but which is intermediate to a point where rates are published, will be assessed the rate in effect from or to the next more distant point published in the tariff.

~~[C] ITEM 145 – NATURAL GASOLINE VOLUME INCENTIVE PROGRAM I EFFECTIVE APRIL 1, 2018 THROUGH MARCH 31, 2019~~

~~—TERM~~

~~The term of this Natural Gasoline Volume Incentive Program I shall commence as of April 1, 2018 (the "Effective Date") and will continue for a period of twelve (12) months. This period of time from the Effective Date until March 31, 2019 shall be defined as the "Contract Term". The Contract Term consists of two program periods. The first program period begins April 1, 2018 through September 30, 2018 and shall be defined as the "Summer Program I". The second program period begins October 1, 2018 through March 31, 2019 and shall be defined as the "Winter Program I".~~

~~Shippers must sign a transportation services agreement ("TSA") documenting their commitment to ship under this Item no later than April 1, 2018.~~

~~ANNUAL MINIMUM VOLUME~~

~~Shipper shall ship an annual minimum volume of 1,200,000 Barrels of natural gasoline under this Item during the Contract Term (the "Annual Minimum Volume").~~

SUMMER PROGRAM I

Summer Program I Period: April 1, 2018 through September 30, 2018

SUMMER PROGRAM I MONTHLY VOLUMES

Summer Program I Monthly Minimum Volume: 60,000 Barrels per month

Summer Program I Monthly Maximum Volume: 250,000 Barrels per month

Shipper shall ship a minimum volume of 60,000 Barrels per month of natural gasoline under this Summer Program I during each calendar month ("Summer Monthly Minimum Volume"). Volumes shipped up to 250,000 Barrels per month ("Summer Monthly Maximum Volume") shall be billed the Summer Tier I Volume Incentive Rate. Volumes shipped in excess of the Summer Monthly Maximum Volume shall be billed the Summer Tier II Volume Incentive Rate; provided however, any volumes shipped in excess of the Summer Monthly Maximum Volume shall not be credited towards a future month's monthly minimum volume obligation under the Summer Program I or Winter Program I.

SUMMER PROGRAM I MONTHLY SHORTFALL AMOUNT

If Shipper fails to ship at least the Summer Monthly Minimum Volume of natural gasoline under this Summer Program I during each calendar month, Carrier shall invoice and Shipper shall pay 285.00 cents per Barrel, times the difference between the number of Barrels shipped during such month and the Summer Monthly Minimum Volume ("Summer Program I Monthly Shortfall Payment"). The Summer Program I 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 Annual Minimum Volume. If, however, Shipper fails to ship the Summer 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 Summer 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 section for the month of such inability.

WINTER PROGRAM I

Winter Program Period: October 1, 2018 through March 31, 2019

WINTER PROGRAM I MONTHLY VOLUMES

Winter Program I Monthly Minimum Volume: 50,000 Barrels per month

Winter Program I Monthly Maximum Volume: 175,000 Barrels per month

Shipper shall ship a minimum volume of 50,000 Barrels per month of natural gasoline under this Winter Program I during each calendar month ("Winter Monthly Minimum Volume"). Volumes shipped up to 175,000 Barrels per month ("Winter Monthly Maximum Volume") shall be billed the Winter Tier I Volume Incentive Rate. Volumes shipped in excess of the Winter Monthly Maximum Volume shall be billed the Winter Tier II Volume Incentive Rate; provided however, any volumes shipped in excess of the Winter Monthly Maximum Volume shall not be credited towards a future month's monthly minimum volume obligation under the Summer Program I or Winter Program I.

WINTER PROGRAM I MONTHLY SHORTFALL AMOUNT

If Shipper fails to ship at least the Winter Monthly Minimum Volume of natural gasoline under this Winter Program I during each calendar month, Carrier shall invoice and Shipper shall pay an amount equal to the then current local transportation rate for natural gasoline published in ONEOK North System, L.L.C. Tariff No. F.E.R.C. No. 39.11.0 and successive issues thereof, times the difference between the number of Barrels shipped during such month and the Winter Monthly Minimum Volume (the "Monthly Shortfall Payment"). The Winter Program I 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 Annual Minimum Volume. If, however, Shipper fails to ship the Winter 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 Winter 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 section for the month of such inability.~~

ANNUAL SHORTFALL PAYMENT

~~If Shipper fails to ship at least 1,200,000 Barrels of natural gasoline during the Contract Term under this Item then, in addition to payments due for Barrels shipped, Carrier shall invoice and Shipper shall pay an amount equal to the then current local transportation rate for natural gasoline published in ONEOK North System, L.L.C. Tariff No. F.E.R.C. No. 39.11.0 and successive issues thereof, times the difference between the number of Barrels shipped during the Contract Term and 1,200,000 Barrels (the "Annual Shortfall Payment"). If, however, Shipper fails to ship the Annual 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 Annual 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.~~

LINE CLEARING

~~In order to facilitate deliveries to the delivery points, Carrier may request Barrels of natural gasoline from Shipper at the delivery points that will be used to clear other Products from the pipeline prior to delivering natural gasoline to the delivery points. Carrier shall redeliver all such natural gasoline to Shipper at the delivery points. There will be no fee charged to Shipper by Carrier for Barrels of natural gasoline received for this purpose and redelivered to Shipper at the delivery points. The volume of natural gasoline 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 natural gasoline to the delivery points will not be included when calculating the Summer or Winter Monthly Minimum Volume.~~

VOLUME INCENTIVE RATES

~~The Volume 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.~~

ADDITIVES

~~Carrier reserves the right to inject drag reducing agents in natural gasoline to be transported.~~

Volume Incentive Rates for the Transportation of Natural Gasoline by Pipeline under Item 145
(Rates in cents per Barrel)

Period	Program	From:	To	Rate
April 1, 2018 through September 30, 2018	Summer Tier 1	Bushton, KS	Blue Island, IL East Chicago, IN ⁽⁴⁾	285.00
	Summer Tier II	Bushton, KS	Blue Island, IL East Chicago, IN ⁽⁴⁾	350.00
October 1, 2018 through March 31, 2019	Winter Tier 1	Bushton, KS	Blue Island, IL East Chicago, IN ⁽⁴⁾	285.00
	Winter Tier II	Bushton, KS	Blue Island, IL East Chicago, IN ⁽⁴⁾	385.00

[N] ITEM 150 NATURAL GASOLINE VOLUME INCENTIVE PROGRAM EFFECTIVE APRIL 1, 2019 THROUGH MARCH 31, 2020 TO EAST CHICAGO, IN OR BLUE ISLAND, IL

TERM

The term of this Natural Gasoline 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 until 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 no later than April 1, 2019.

CONTRACT MINIMUM VOLUME

Shipper shall ship a contract minimum volume of 2,000,000 Barrels of natural gasoline under this Item during the Contract Term (the "Contract Minimum Volume").

SUMMER PROGRAM PERIOD

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

SUMMER MONTHLY MINIMUM VOLUME

Shipper shall ship a minimum volume of 100,000 Barrels of natural gasoline each month during the Summer Program Period (the "Summer Monthly Minimum Volume"). Volumes shipped in excess of 250,000 Barrels per month during the Summer Program Period shall not be credited towards a future month's minimum volume obligation.

Each month during the Summer Program Period, for volumes up to 250,000 Barrels per month, Carrier shall invoice and Shipper shall pay the Summer Tier I Volume Incentive Rate. For volumes exceeding 250,000 Barrels per month during the Summer Program Period Carrier shall invoice and Shipper shall pay the Summer Tier II Volume Incentive Rate.

SUMMER MONTHLY SHORTFALL AMOUNT

If Shipper fails to ship at least the Summer Monthly Minimum Volume of natural gasoline under this Item during the Summer Program Period, Carrier shall invoice and Shipper shall pay an amount equal to 250.00 cents per Barrel times the difference between the number of Barrels shipped during such month and the Summer Monthly Minimum Volume ("Summer Monthly Shortfall Payment"). The Summer Monthly Shortfall Payment is in addition to payments due for Barrels shipped. Barrels not shipped and invoiced the Summer Monthly Shortfall Payment shall be deemed to have been shipped for compliance with the Contract Minimum Volume. If, however, Shipper fails to ship the Summer 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 Summer 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.

WINTER PROGRAM PERIOD

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

WINTER MONTHLY MINIMUM VOLUME

Shipper shall ship a minimum volume of 50,000 Barrels of natural gasoline each month during the Winter Program Period (the "Winter Monthly Minimum Volume"). Volumes shipped in excess of 150,000 Barrels per month during the Winter Program Period shall not be credited towards a future month's minimum volume obligation.

Each month during the Winter Program Period, for volumes up to 150,000 Barrels per month, Carrier shall invoice and Shipper shall pay the Winter Tier I Volume Incentive Rate. For volumes exceeding

150,000 Barrels per month during the Winter Program Period Carrier shall invoice and Shipper shall pay the Winter Tier II Volume Incentive Rate.

WINTER MONTHLY SHORTFALL AMOUNT

If Shipper fails to ship at least the Winter Monthly Minimum Volume of natural gasoline under this Item during the Winter Program Period, Carrier shall invoice and Shipper shall pay an amount equal to the Local Rate in Item 95, for movements from Bushton, Kansas to East Chicago, Indiana, published in the then current ONEOK North System, L.L.C. Tariff No. F.E.R.C. No. 39.17.0 and successive issues thereof, times the difference between the number of Barrels shipped during such month and the Winter Monthly Minimum Volume (“Winter Monthly Shortfall Payment”). The Winter Monthly Shortfall Payment is in addition to payments due for Barrels shipped. Barrels not shipped and invoiced the Winter Monthly Shortfall Payment shall be deemed to have been shipped for compliance with the Contract Minimum Volume. If, however, Shipper fails to ship the Winter 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 Winter 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.

ANNUAL SHORTFALL PAYMENT

If Shipper fails to ship at least 2,000,000 Barrels of natural gasoline during the Contract Term under this Item then, in addition to payments due for Barrels shipped, Carrier shall invoice and Shipper shall pay an amount equal to the Local Rate in Item 95, for movements from Bushton, Kansas to East Chicago, Indiana, published in the then current ONEOK North System, L.L.C. Tariff No. F.E.R.C. No. 39.17.0 and successive issues thereof, times the difference between the number of Barrels actually shipped during the Contract Term and 2,000,000 (the “Annual Shortfall Payment”). If, however, Shipper fails to ship the Annual 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 Annual 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 natural gasoline from Shipper at the delivery points that will be used to clear other Products from the pipeline prior to delivering natural gasoline to the delivery points. Carrier shall redeliver all such natural gasoline to Shipper at the delivery points. There will be no fee charged to Shipper by Carrier for Barrels of natural gasoline received for this purpose and redelivered to Shipper at the delivery points. The volume of natural gasoline 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 natural gasoline to the delivery points will not be included when calculating the Summer or Winter 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 150 for the Transportation and Handling of
Natural Gasoline by Pipeline**

(Rates in cents per Barrel)

<u>Period</u>	<u>Program</u>	<u>From</u>	<u>To</u>	<u>Rate</u> ⁽³⁾
April 1, 2019 through September 30, 2019	Summer Tier I	Bushton, Kansas	East Chicago, Indiana ⁽¹⁾ or Blue Island, Illinois	[N] 250.00
	Summer Tier II			[N] 325.00
October 1, 2019 through March 31, 2020	Winter Tier I			[N] 450.00
	Winter Tier II			[N] 485.00

ITEM 165 – NATURAL GASOLINE VOLUME INCENTIVE PROGRAM EFFECTIVE MARCH 3, 2019 THROUGH FEBRUARY 28, 2021

TERM

The term of this Natural Gasoline Volume Incentive Program shall commence as of March 3, 2019 (the “Effective Date”) and will continue through February 28, 2021. This period of time from the Effective Date until February 28, 2021 shall be defined as the “Contract Term”.

Shippers must sign a transportation services agreement (“TSA”) documenting their commitment to ship under this Item no later than March 2, 2019.

CONTRACT MINIMUM VOLUME

Shipper shall ship a contract minimum volume of 2,550,000 Barrels of natural gasoline under this Item during the Contract Term (the “Contract Minimum Volume”).

MONTHLY MINIMUM VOLUME

Shipper shall ship a minimum volume of 100,000 Barrels per month of natural gasoline under this Item during each calendar month (“Monthly Minimum Volume”).

PROGRAM PERIODS

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

Winter Program Period: Each October 1 through March 31 of the Contract Term (“Winter Program Period”)

SUMMER PROGRAM PERIOD

Each month during the Summer Program Period, for volumes up to 200,000 Barrels per month, Carrier shall invoice and Shipper shall pay the Summer Tier I Volume Incentive Rate. For volumes exceeding 200,000 up to 500,000 Barrels per month during the Summer Program Period Carrier shall invoice and Shipper shall pay the Summer Tier II Volume Incentive Rate. For volumes exceeding 500,000 Barrels per month during the Summer Program Period, Carrier shall invoice and Shipper shall pay the then current local transportation rate for natural gasoline published in ONEOK North System Tariff F.E.R.C. No. 39.17.0 and successive issues thereof. Volumes shipped in excess of the Monthly Minimum Volume shall not be credited towards a future month’s Monthly Minimum Volume obligation.

SUMMER MONTHLY SHORTFALL AMOUNT

If Shipper fails to ship at least the Monthly Minimum Volume of natural gasoline under this Item during the Summer Program Period, Carrier shall invoice and Shipper shall pay an amount equal to 225.00

cents per Barrel 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.

WINTER PROGRAM PERIOD

Each month during the Winter Program Period, for volumes up to 150,000 Barrels per month, Carrier shall invoice and Shipper shall pay the Winter Tier I Volume Incentive Rate. For volumes exceeding 150,000 up to 300,000 Barrels per month during the Winter Program Period Carrier shall invoice and Shipper shall pay the Winter Tier II Volume Incentive Rate. For volumes exceeding 300,000 Barrels per month during the Winter Program Period, Carrier shall invoice and Shipper shall pay the then current local transportation rate for natural gasoline published in ONEOK North System Tariff F.E.R.C. No. 39.17.0 and successive issues thereof. Volumes shipped in excess of the Monthly Minimum Volume shall not be credited towards a future month's Monthly Minimum Volume obligation.

WINTER MONTHLY SHORTFALL AMOUNT

If Shipper fails to ship at least the Monthly Minimum Volume of natural gasoline under this Item during the Winter Program Period, Carrier shall invoice and Shipper shall pay an amount equal to the then current local transportation rate for natural gasoline published in ONEOK North System Tariff F.E.R.C. No. 39.17.0 and successive issues thereof, 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 natural gasoline during the Contract Term under this Item then, in addition to payments due for Barrels shipped, Carrier shall, at the end of the Contract Term, invoice and Shipper shall pay an amount equal to the then current local transportation rate for natural gasoline published in ONEOK North System Tariff F.E.R.C. No. 39.17.0 and successive issues thereof, times the difference between the number of Barrels shipped during the Contract Term and the Contract Minimum Volume ("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 Item. 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 natural gasoline from Shipper at the delivery points that will be used to clear other Products from the pipeline prior to delivering natural gasoline to the delivery points. Carrier shall redeliver all such natural gasoline to Shipper at the delivery points. There will be no fee charged to Shipper by Carrier for Barrels of natural gasoline received for this purpose and redelivered to Shipper at the delivery points. The volume of natural

gasoline 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 natural gasoline to the delivery points will not be included when calculating the Summer or Winter Monthly Minimum Volume.

VOLUME INCENTIVE RATES

The Volume 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.

ADDITIVES

Carrier reserves the right to inject drag reducing agents in natural gasoline to be transported.

**Volume Incentive Rates for the Transportation of Natural Gasoline by Pipeline under Item [W] 165
160**

(Rates in cents per Barrel)

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

Period	Program	Origin	Destination ⁽²⁾ [N] (3)	Rate
April 1 through September 30	Summer Tier I	Bushton, KS	Clinton, IA	225.00
	Summer Tier II	Bushton, KS	Clinton, IA	285.00
October 1 through March 31	Winter Tier I	Bushton, KS	Clinton, IA	225.00
	Winter Tier II	Bushton, KS	Clinton, IA	325.00

Explanation of Reference Marks	
[C]	Cancel
[N]	New
[U]	Unchanged Rate
[W]	Change in wording only
(1)	Destination only includes delivery into the Buckeye East Chicago 2BE interconnect. Additional destinations may be added at Carrier's discretion.
(2)	Additional destinations may be added at Carrier's discretion.
(3)	The local transportation routes for these Volume Incentive Rates are published in ONEOK North System, L.L.C.'s F.E.R.C. Tariff No. 39.17.0 and successive issues thereof.