

ONEOK North System, L.L.C.

Local Pipe Line Tariff

CONTAINING

RATES, RULES AND REGULATIONS

Governing the Interstate Transportation and Handling of

PROPANE, NORMAL BUTANE, ISOBUTANE, REFINERY GRADE BUTANE, AND NATURAL GASOLINE

Transported by Pipeline

FROM AND TO POINTS NAMED HEREIN

Rates are filed in compliance with § ~~[W]~~ 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.

Note: For volume incentive rates on Propane movements listed herein, see ONEOK North System, L.L.C. F.E.R.C. No. 41.15.0 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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Issued and Compiled by:

~~[W] Katherine O'Connor Barrett~~ ~~Sherlyn Johnson Schumack~~, Senior Regulatory Analyst

~~[C] ONEOK Partners~~

~~100 West Fifth Street~~

~~Tulsa, Oklahoma 74103~~

~~[W] (918) 588-7203 28~~

~~[W] katherine.oconnor@oneok.com~~ ~~sherlyn.schumack@ONEOK.com~~

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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)

Product(s) – Propane, Normal Butane, Isobutane, Refinery Grade Butane, and 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 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

SECTION A - A shipment of ten thousand (10,000) 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 ten thousand (10,000) 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 ten thousand (10,000) Barrels of Product of the same specifications from the same or other Shippers.

ITEM 27 – BUFFER MATERIAL

In the transportation of Product, Carrier, as a condition of shipment to protect the quality of such Product, may require Shipper to furnish buffer material in kind, quality, and quantity satisfactory to 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.

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 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 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 accepted when Carrier receives 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 point. 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 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.

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 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 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 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 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 83 – GAINS OR LOSSES

In addition to Item 75, Liability of Carrier, Shippers are responsible for pipeline gains or losses (including component imbalances), calculated as the difference between measured receipts and measured deliveries. Gains or losses will be apportioned according to each Shipper’s proportionate share of measured deliveries.

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 Shipment, Item 20, obligations of the tariff.

ITEM 92 – APPLICATION OF RATES TO INTERMEDIATE POINTS

For shipments of Products accepted for transportation to any destination which is not named in any of Carrier’s Local Rate Tariffs, and which destination is directly intermediate to any destination to which a rate applying through such unnamed point is published in a Local Rate Tariff, Carrier will apply to such unnamed intermediate point the rate published to the next more distant point published in the applicable Local Rate Tariff, subject to 18 CFR § 341.10(a)(2).

ITEM 95 – LOCAL RATES – PROPANE

For the Transportation of Propane by Pipeline
(Rates in Cents per Barrel)

[I] Increase. All Rates in the chart below are increased unless otherwise noted.

FROM:	Bushton, Kansas	Conway, Kansas	Hutchinson, Kansas	Wichita, Kansas	Morris, Illinois	Lemont, Illinois
TO:						
East Chicago, Indiana ①②	452.28	452.28	452.28	452.28	147.90	128.88
Morris, Illinois	431.48	431.48	431.48	431.48	--	--
Lemont, Illinois	449.57	449.57	449.57	449.57	--	--
Bushton, Kansas	45.88	45.88	45.88	--	--	--
Conway, Kansas	45.88	45.88	45.88	[U] 125.00	--	--
Wichita, Kansas	---	[U] 125.00	[U] 125.00	--	---	--
Hutchinson, Kansas	45.88	45.88	45.88	[U] 125.00	--	--

Note: for volume incentive rates on certain of the movements listed above, see ONEOK North System, L.L.C. F.E.R.C. No. 41.15.0 and reissues thereof.

ITEM 96 - LOCAL RATES - NORMAL BUTANE, ISOBUTANE, REFINERY GRADE BUTANE AND NATURAL GASOLINE

For the Transportation of Normal Butane, Isobutane, Refinery Grade Butane and Natural Gasoline by Pipeline

(Rates in Cents per Barrel)

FROM:	Morris, Illinois
TO: East Chicago, Indiana ③	[I] 146.79

ITEM 99 - LOCAL RATES – ALL PRODUCTS FROM CLINTON, IA TO MORRIS, IL

For the Transportation of Propane, Normal Butane, Isobutane, Refinery Grade Butane and Natural Gasoline by Pipeline from Clinton, IA to Morris, IL

(Rates in Cents per Barrel)

FROM:	Clinton, Iowa
TO: Morris, Illinois	[I] 180.78

EXPLANATION OF REFERENCE MARKS	
[C]	Cancel
[I]	Increase
[U]	Unchanged Rate
[W]	Change in wording
①	Destination includes deliveries into Buckeye Pipe Line System.
②	Item 57 does not apply from Morris and Lemont, Illinois to East Chicago, Indiana deliveries.
③	Destination is to the Buckeye Pipeline System Destination No. 370.