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Gas Services Department
Railroad Commission of Texas

TRRC No. 7.7
(Cancels TRRC No. 7.6)

ONEOK ARBUCKLE PIPELINE, L.L.C.

LOCAL PIPELINE TARIFF

CONTAINING

RATES, RULES, AND REGULATIONS

Applying on the Intrastate Transportation
of

DEMETHANIZED MIX

FROM ORIGINS IN:

Texas

TO POINTS IN:

Texas

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.

Operated by ONEOK NGL Pipeline, L.L.C. under P-5 Operator No. 623798, T-4 Permit No. 07730.

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GENERAL RULES AND REGULATIONS

ITEM NO. 5 - DEFINITIONS

"Barrel" shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

"Carrier" shall mean ONEOK Arbuckle Pipeline, L.L.C.

"Consignee" means the person, entity and/or facility to whom Demethanized Mix is consigned.

"Demethanized Mix" shall mean unfractionated natural gas liquids containing primarily natural gasoline, normal butane, isobutane, propane, ethane, and all mixtures thereof conforming to Carrier's specifications.

"Force Majeure" means an event or occurrence beyond the reasonable control of a either Carrier or Shipper (each party is hereinafter individually referred to as a "Party") that prevents in whole or in part the performance by such Party of any obligation or condition under this tariff, including but not limited to strikes, lockouts, or other industrial disturbances (including those affecting persons transporting Demethanized Mix for either Party), wars, sabotage, terrorism, blockades, insurrections, or acts of the public enemy; epidemics, landslides, lightning, earthquakes, tornadoes, loss of utilities, fires, explosions, storms, floods, washouts, or other acts of God; arrests or restraints of governments and people; riots or civil disturbances, failures, disruptions, breakdowns, or accidents to machinery, facilities, or lines of pipe (whether owned, leased or rented); freezing of lines; embargoes, priorities, expropriation, or condemnation by government or governmental authorities; interference by civil or military authorities.

A third party's event of Force Majeure preventing the performance of a Party hereunder shall be deemed an event of Force Majeure for such Party for all purposes herein.

"Linefill" means the quantity of Demethanized Mix needed to occupy the physical space in the pipeline.

"Shipper" shall mean any party who gives notice and transports Demethanized Mix under the terms and conditions outlined in this tariff.

ITEM NO. 10 - DEMETHANIZED MIX SPECIFICATIONS

Carrier is engaged in the transportation of Demethanized Mix as herein defined and will not accept any other commodity for transportation under this tariff.

Carrier reserves the right to refuse to accept any Demethanized Mix for transportation which does not conform to ONEOK Arbuckle Pipeline, L.L.C. Demethanized Mix Specifications or which is not good merchantable Demethanized Mix readily acceptable for transportation through Carrier's existing facilities and/or would otherwise adversely affect Carrier's pipeline or another Demethanized Mix. As a prerequisite to transportation, Shipper's Demethanized Mix must also conform to its nominated delivery point specifications.

Shipper may be required to furnish Carrier with a certificate setting forth the specifications of each shipment of Demethanized Mix to be transported in Carrier's facilities. Carrier reserves the right to sample and/or test any such shipment prior to acceptance or during receipt, and in the event of variance between Shipper's certificate and Carrier's test, the latter shall prevail.

If, upon investigation, Carrier determines that Shipper has delivered to Carrier's facilities Demethanized Mix that has contaminated the common fungible stream, rendering all or a portion of the fungible Demethanized Mix stream undeliverable, Carrier reserves the right to treat or otherwise dispose of all contaminated Demethanized Mix in any reasonable commercial manner at Shipper's sole expense.

If Demethanized Mix received by Carrier does not meet Demethanized Mix specifications, Carrier reserves the right to bill and Shipper shall pay the greater of (i) the costs and expenses incurred to treat or otherwise dispose of all contaminated Demethanized Mix including without limitation any penalties or charges incurred by Carrier as a result of such contamination, or (ii) **[U]** \$1.00 per Barrel penalty for the volume transported by Shipper.

In addition, Shipper will be liable for and will defend, indemnify and hold harmless Carrier for any and all claims, actions, suits, losses, demands, costs and expenses (including attorney's fees and costs of repairing, inspecting, cleaning, or decontaminating the facilities of Carrier or third parties) of every kind, nature or description resulting from the chemical or physical properties of any Demethanized Mix that Shipper has delivered into Carrier's system except to the extent such liability arises from Carrier's gross negligence.

ITEM NO. 15 - STORAGE, ORIGIN AND DESTINATION FACILITIES

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

Carrier shall accept Demethanized Mix only when Shipper and Consignee have provided necessary equipment and facilities, including storage facilities for receipt of Demethanized Mix into Carrier's pipeline and delivery of Demethanized Mix from Carrier's pipeline at pressures and pumping rates required by Carrier. Carrier may require evidence 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. 20 - TITLE

Shipper has the obligation to seek approval from Carrier before nominating shipments that are encumbered by a lien, or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute. Carrier has the right to refuse such shipment. When any Demethanized Mix so encumbered or subject to litigation or dispute is nominated for transportation, Carrier may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carrier against any or all loss. Shipper agrees not to cause or permit any lien or charge of any kind to be filed with respect to Linefill or Demethanized Mix in Carrier's possession or facilities by reason of Shipper's actions or agreements nor should such action give rise to a lien on a Carrier.

ITEM NO. 25 - MIXTURES

Carrier may commingle Demethanized Mix's received from the receipt point(s). Carrier reserves the right at any time to substitute and deliver Demethanized Mix of the same specification as the Demethanized Mix shipped.

Demethanized Mix will be accepted for transportation only on condition that it shall be subject to such changes in characteristics (including component changes), while in transit, as may result from the mixture with other Demethanized Mix. Carrier shall be under no obligation to make delivery of the identical Demethanized Mix, but may make delivery out of common stock and Shippers will be required to accept such delivery.

ITEM NO. 30 - NOTICE OF NOMINATIONS

Demethanized Mix for shipment through the line of Carrier will be received only on properly executed nominations from the Shipper showing the point at which the Demethanized Mix is to be received, point of delivery, Consignee and amount of Demethanized Mix to be transported. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Demethanized Mix for transportation.

Any Shipper desiring to nominate Demethanized Mix for transportation shall make such nomination to Carrier in writing on or before the fifteenth (15th) day of the Month preceding the Month during which the transportation under the nomination is to begin, on forms which will be supplied by the Carrier upon request; except that, to the extent space is available for current movement, a Shipper may nominate Demethanized Mix for transportation after the fifteenth (15th) day of the Month preceding the Month during which the transportation under the nomination is to begin.

ITEM NO. 35 - SCHEDULING SHIPMENTS

Carrier will transport and deliver Demethanized Mix with reasonable diligence considering the quantity, the quality of the Demethanized Mix, distance of transportation, safety of operations, and other material factors but will accept no Demethanized Mix to be transported in time for any particular market. Furthermore, Carrier shall not be liable for any delay in shipments resulting from such scheduling.

ITEM NO. 40 - FAILURE TO TAKE DELIVERY AT DESTINATION

Shipper shall remove Demethanized Mix, or cause Demethanized Mix to be removed, from Carrier's facilities following

transportation to a nominated destination. In the event failure to remove Demethanized Mix 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, without liability to Shipper, to make such disposition of unremoved Demethanized Mix as is necessary for the efficient operation of the pipeline, and Shipper shall pay Carrier all charges associated with such disposition the same as if Shipper had authorized such, together with any associated additional costs and damages borne or incurred by Carrier.

In addition to any remedy available to Carrier, including remedies under Item No. 40, Shipper will pay a daily demurrage charge in the event Shipper fails to remove Demethanized Mix from Carrier's pipeline and that failure prevents or threatens the movement of succeeding shipments. The daily demurrage charge will be calculated by taking the tariff rate in Item No. 100, Rates Applicable to Transportation of Demethanized Mix times the daily average of the previous Month's deliveries of the impacted shipments.

ITEM NO. 45 - PAYMENT OF CARRIER CHARGES

Carrier shall assess transportation and all other lawful charges accruing on Demethanized Mix accepted for transportation at the rate in effect at the date Demethanized Mix is delivered to delivery point(s). Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Demethanized Mix accepted in accordance with Carrier's then current payment policies and procedures at the rates published herein.

Carrier shall bill Shipper Monthly for all transportation charges and other charges due based upon volumes delivered by Carrier to Shipper during each Month's period. Shipper shall pay the net amount of such invoice within ten days from receipt of the invoice. 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.

Shipper hereby assigns and grants to Carrier a continuous and continuing security interest in, and assignment of, all of the following, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Obligations (as defined below): (a) all Demethanized Mix accepted by Carrier for transportation or otherwise, including but not limited to Shipper's minimum Linefill (as defined in Item No. 80 of this tariff); (b) all other property of Shipper now in the possession of and at any time and from time to time hereafter delivered to Carrier or its agents, (c) all of Shipper's pre-payments, deposits, balances, and credits with, and any of its claims against, Carrier, at any time existing; and (d) all Demethanized Mixes and proceeds of any of the foregoing property in any form. The property described or referred to in subsections (a) through (d) above is collectively referred to as the "Collateral". This grant and assignment secures the following (collectively the "Obligations"): (a) all antecedent, current and future transportation, special, ancillary and other lawful charges arising under or related to this tariff or the Transportation Agreements entered into in connection with this tariff; (b) the repayment of any amounts that Carrier may advance or spend for the storage or maintenance and preservation of the Collateral; and (c) all amounts owed under any modifications, renewals or extensions of any of the foregoing Obligations. Carrier may withhold such Collateral from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after final notice and demand therefore, Carrier shall have the right, in addition to and not in limitation of its other rights and remedies, directly or through an Agent, to sell such Collateral. Such sale will be at a private sale for the best price obtainable. Out of the proceeds of any such sale, Carrier may pay itself all lawful charges, including incidental expenses associated with the sale. The balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

If transportation or any 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 Demethanized Mix of Shipper in Carrier's custody.

ITEM NO. 50 – OTHER CHARGES

In addition to the transportation charges and all other charges accruing on Demethanized Mix 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 Demethanized Mix 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 Demethanized Mix within its jurisdiction. Such charge shall, without limitation, apply to any tax, fee, or other charge levied against Carrier 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

loss there from or any program where Carrier is acting as a collection agent.

ITEM NO. 55 – CLAIMS FOR LOSS OR DAMAGE

Notice of claims for loss or damage must be made in writing to Carrier within nine (9) Months after delivery of the Demethanized Mix, or in the case of a failure to make delivery, then within nine (9) Months after delivery of the Demethanized Mix to Carrier for shipment.

Where claims for loss or damage are not filed thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable therefore.

ITEM NO. 60 - ALLOCATION OF PIPELINE CAPACITY

When there shall be tendered to the Carrier for transportation more Demethanized Mix than can be immediately transported, the transportation furnished by the Carrier shall be apportioned among all Shippers so as to avoid undue discrimination among Shippers.

ITEM NO. 65 - LIABILITY OF CARRIER

While in possession of Demethanized Mix nominated to it for shipment, Carrier shall not be liable to Shipper for any delay in delivery, damage thereto, or for any loss of Demethanized Mix caused by Force Majeure or by act of default of Shipper or Consignee, or resulting from any other cause not due to the gross negligence of Carrier, whether similar or dissimilar to the causes herein enumerated. Any such loss or damage shall be apportioned by Carrier to each shipment of Demethanized Mix or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Demethanized Mix in the loss, and each Consignee shall be entitled to receive only that portion of its shipment remaining after deducting his proportion as above determined of such loss. Carrier shall prepare and submit a statement to Shipper and Consignee showing the apportionment of any such loss.

Carrier will not be liable for discoloration, contamination, or deterioration of Demethanized Mix transported unless such discoloration, contamination, or deterioration of Demethanized Mix transported results from the gross negligence of Carrier.

The Carrier operates under this tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Demethanized Mix transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Demethanized Mix transported or stored hereunder including any warranties of merchantability or fitness for intended use.

ITEM NO. 70 – GAINS OR LOSSES

In addition to Item No. 65 Liability of Carrier, Shippers are responsible for pipeline gains and 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 NO. 75 - COMPONENT BALANCING

Shipper shall be responsible for component composition differences of Demethanized Mix that may arise between receipt and delivery due to composition variations resulting from the blending of various streams. Shipper shall bring into balance the prior month's component imbalance by the 12th work day of the current month by Demethanized Mix delivery to Carrier or Demethanized Mix exchanges.

ITEM NO. 80 - LINEFILL REQUIREMENTS

Each Shipper will supply a pro rata share of Demethanized Mix for Linefill as Carrier determines is necessary to maintain efficient operations of Carrier's pipeline. Each Month Carrier shall adjust the Linefill so that each Shipper shall provide its pro-rata amount of Linefill based upon a ratio of the total shipments by the Shipper to the total shipments over the respective line for the preceding Month.

ITEM NO. 85 - PIPEAGE CONTRACTS

Separate agreements may be required of the proposed Shipper before any duty for transportation shall arise.

ITEM NO. 90 – INCENTIVE PROGRAMS

Carrier reserves the right, but does not have the obligation, to enter into negotiated rates, terms and conditions with Shipper. Such rates, terms and conditions may be determined, but are not limited to, such factors as rate, duration, volumes, points of origin, points of delivery, available capacity, minimum quantities, credit worthiness and ship or pay commitments. Any agreement reached between the Carrier and Shipper will be contained in an executed transportation agreement and will not be included as part of the tariff herein.

ITEM NO. 95 – INTRASTATE SERVICE

Carrier does not offer, and has not made the necessary tariff filings to provide, interstate transportation (defined as transportation subject to the regulation of the Federal Energy Regulatory Commission). This tariff applies only to the intrastate transportation of Demethanized Mix and is not an offer to provide, continue, originate, or complete interstate transportation.

Shipper warrants that all volumes tendered are tendered for intrastate (and not interstate) transportation. SHIPPER SHALL HOLD CARRIER HARMLESS, AND INDEMNIFY CARRIER AGAINST, ANY COSTS ARISING FROM SHIPPER'S VIOLATION OF THIS WARRANTY, INCLUDING, WITHOUT LIMITATION, (a) CARRIER'S COSTS OF PREPARING (OR HAVING A THIRD PARTY PREPARE) AND SUBMITTING ANY STUDIES, FILINGS, TARIFFS, RESPONSES TO DISCOVERY REQUESTS, OR OTHER INFORMATION TO ANY REGULATORY AUTHORITY OR IN ANY REGULATORY PROCEEDING, (b) ATTORNEY FEES AND OTHER LEGAL COSTS, (c) LITIGATION COSTS, OR (d) FINES, PENALTIES, OR ASSESSMENTS.

ITEM NO. 100 – RATES APPLICABLE TO TRANSPORTATION OF DEMETHANIZED MIX FROM ORIGINS IN TEXAS TO POINTS OF DESTINATION IN TEXAS

Rate in cents per barrel -

[I] 487.41

EXPLANATION OF ABBREVIATIONS AND REFERENCE MARKS:

[I] Increase

[U] Unchanged

[W] Change in wording only