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ONEOK NGL DISTRIBUTION SYSTEM, L.L.C.

Pipe 820

LOCAL TARIFF
CONTAINING

RULES, REGULATIONS AND RATES

GOVERNING THE TRANSPORTATION

OF

NATURAL GAS LIQUIDS

(as defined herein)

BY PIPELINE

Rules and regulations published herein apply only under tariffs making specific reference by number to this tariff; such references will include subsequent reissues thereof.

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

P-5 Operator ID: 521318
T-4 Permit Number: 08740

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**SECTION I
RULES AND REGULATIONS**

1. DEFINITIONS

"Barrel" means forty-two U.S. gallons.

"Carrier" means and refers to ONEOK NGL Distribution System, L.L.C.

"Consignee" means the party to whom a Shipper has ordered the delivery of Product.

"Consignor" means the Person from whom a Shipper has ordered the receipt of Product.

"FERC" means the Federal Energy Regulatory Commission.

"Product" as used herein means and is limited to Product that meets the specification as defined in Item 8.

"Shipper" means the party who contracts with Carrier for transportation of Product.

2. COMMODITY

Carrier is engaged in the transportation of Product by pipeline and will not accept any other commodity under this tariff. Product will be accepted for transportation only at such time as Product is of the same quality and specifications as defined in Item 8 herein.

3. TENDERS

Tenders will be accepted for the same kind and quality of product. Carrier may, at its option for its convenience, transport such commodity by intermittent pumpings.

- a) Product will be transported only under a tender accepted by Carrier from facilities connected to Carrier's system when a tariff covering the movement is lawfully in effect.
- b) Any Shipper desiring to tender Product for transportation shall make such tender to carrier in writing on or before the 15th day of the month preceding the month during which the transportation under the tender is to begin; except that if space is available for current movement, a Shipper may tender Product for transportation at a later date.

4. RECEIPT, DELIVERY, AND LEGALITY OF SHIPMENTS TENDERED

Product tendered for shipment will be received into the pipelines of Carrier only under the conditions that:

- a) Shipper has provided adequate pumping equipment and facilities to Carrier for injecting Product into Carrier's pipeline at a pumping rate satisfactory to Carrier; and

- b) Product tendered for shipment is of the same kind and quality as that being transported by Carrier and the transportation of such Product would result in no damage to the quality or characteristics of other shipments; and
- c) Shipper or Consignee has provided adequate facilities for receiving the shipment as it arrives at destination; and
- d) Shipper and Consignee have complied with all applicable laws, rules and regulations made by any government authorities regulating the shipment of Product.

5. IDENTITY OF PRODUCT

Carrier will use its best efforts to maintain the identity of individual shipments of Product. However, in view of the impracticability of maintaining the exact identity of shipments at all times, Carrier reserves the right at any time to substitute and deliver a product of the kind and quality comparable to the Product shipped. Carrier will not be liable for discoloration, contamination, or deterioration of Product in transit as may result from normal pipeline operations.

6. DETERMINATION OF QUANTITIES AND QUALITY OF PRODUCT

Carrier shall provide metering for custody transfer of commodity on both receipts and deliveries. Connections will be provided for sample accumulation for quality analysis. Carrier will not be responsible for quality. Sample container changing and quality analysis shall be the responsibility of the Shipper.

7. APPORTIONMENT WHEN CURRENT OFFERINGS ARE IN EXCESS OF CAPACITY

When, pursuant to tenders hereunder, there shall be offered to Carrier more Product than can be immediately transported, the transportation shall be apportioned among all Shippers in proportion equal to the average daily quantity of Product shipped by each Shipper over the last twelve (12) months, with up to five percent (5%) of system capacity reserved for Shippers with no such average.

8. QUALITY SPECIFICATIONS

Carrier offers transportation of Product only when it meets the following specifications:

Table 1
Carrier's Natural Gas Liquids Specifications
Pipeline 820

SPECIFICATION POINT [NOTE 1]	SPECIFICATIONS	TEST METHOD [NOTE 4]
Composite (Flex)	Flex	GPA 2177 ASTM D-2163
Free Water	None	Inspection
API Gravity	40 Minimum	ASTM D-287 ASTM D-4052
Product Temperature [Note 2]	40° F Minimum 120° F Maximum	Inspection
Corrosiveness: Copper Strip at 100° F	No. IA or 1B	ASTM D-1838
Total Sulfur, ppmw	1,000 Maximum	ASTM D-6667
Hydrogen Sulfide, ppmw [Note 3]	0.5 Maximum	ASTM D-2420

CONTAMINANTS: The specification defines only the basic purity for this product. The product is to be free of any contamination that might render the product unusable for its commonly used applications. Specific contaminants include (but are not limited to) dirt, rust, scale, and all other types of solid contaminants, asphaltenes, caustic, amines, chlorides, heavy metals, oxygenates, inerts and any component added to the product to enhance the ability to meet specifications. Contaminants shall also not cause buildup inside of pipe impeding flow.

Notes to Table 1:

1. Shipper shall be responsible for performing all tests using the test method above or equivalent.
2. Product temperature as indicated on an instantaneous basis, not TWA or daily average.
3. Hydrogen sulfide and other corrosive agents shall be kept low so that pipeline corrosion as measured by corrosion coupon is less than 1.0 mil per year.
4. Test method shall be the latest issue.

9. TITLE

The act of delivering Product to Carrier for transportation shall constitute a warranty by Shipper that Shipper or Consignee has unencumbered title thereto and that the same was produced in accordance with law. Acceptance by Carrier shall not be deemed as a representation by Carrier of title.

10. LIABILITY OF CARRIER

Carrier shall not be liable for any loss of Product herein described, or damage thereto, or delay, because of an act of God, the public enemy, quarantine, the authority of law, strikes, riots, or the acts of default of Shipper or Consignee or from any other cause not due to the negligence of Carrier; in case of losses from such causes, other than negligence of Carrier, losses shall be charged proportionately to each shipment in ratio that such shipment, or portion thereof, received and undelivered at the time the loss or damage occurs, bears to the total of all shipments, or portions thereof, then in the custody of Carrier for shipment via the line or other facilities in which the loss or damage occurs; the Consignee shall be entitled to receive only that portion of his shipment remaining after deducting his proportion of such loss or damage, determined as aforesaid and shall be required to pay transportation charges only on the quantity delivered.

11. PAYMENT OF CHARGES

Carrier shall have a lien on all Product to cover charges for transportation, including demurrage, and may withhold delivery of Product until said charges are paid. Carrier may require Shipper or Consignee to prepay said charges.

12. TIME LIMITATIONS OF CLAIMS

As a condition precedent to recovery of loss, damage or delay, claims must be filed in writing with the originating or delivering Carrier within nine months and one day after delivery of the property, or in case of failure to make delivery, then within nine months and one day after a reasonable time for delivery has elapsed; and suits shall be instituted against the Carrier only within two years and one day from the day when 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. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

13. QUANTITIES DELIVERABLE

The quantity of Product deliverable at destination shall be the quantity received at origin, less shrinkage, evaporation or other loss in transit, including leaks and breaks, resulting from any cause other than negligence on the part of Carrier.

14. RATES APPLICABLE TO AND FROM INTERMEDIATE POINTS

Product received from a point on Carrier's line that is not named in this tariff, but which point is intermediate to a point from which rates are published in this tariff, will be assessed the rate in effect from the next more distant point published in this tariff.

15. TRUNK RATE ESCALATION

The trunk rate may be increased by Carrier annually, effective August 1 of each year, in accordance with the annual FERC index, set forth in FERC regulation 18 C.F.R. § 342.3 or any successor thereto.

**SECTION II
TABLE OF RATES**

[I] Increased. All rates in this table are increased.

Rates Applicable to Trunk Line Transportation of Product in Cents per Barrel

Origin Point(s)	Destination Point	Rate
Lyondell Houston Refinery Harris County, TX	Lyondell Chemical Company Channelview (Harris County), TX	381.23

Explanation of Reference Marks:

[I] Increased