

This tariff has been filed with the Texas Railroad Commission for the information of Carrier's shippers and potential shippers. This filing does not constitute Submission to the jurisdiction of the Commission under Chapter 111 of the Natural Resource Code.

TRRC No. 1

ONEOK STERLING III PIPELINE, L.L.C.

LOCAL PIPELINE TARIFF

CONTAINING

RATES, RULES, AND REGULATIONS

Applying on the Intrastate Transportation

of

ETHANE/PROPANE 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.

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SAFETY DIVISION
AUSTIN, TEXAS

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 Sterling III Pipeline, L.L.C.

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

"Force Majeure" means an event or occurrence beyond the reasonable control of either Carrier or Shipper (each party is hereinafter individually referred to as "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 Product 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 Product needed to occupy the physical space in the pipeline.

"Month" shall mean a period of time commencing at 7:00 a.m. on the first day of a calendar Month to 6:59 a.m. on the first day of the next calendar Month.

"Product" shall mean Ethane/Propane mix.

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

ITEM NO. 10 – PRODUCT SPECIFICATIONS

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

Carrier reserves the right to refuse to accept any Product for transportation which does not conform to ONEOK Sterling III Pipeline, L.L.C. Product specifications or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities and/or would otherwise adversely affect Carrier's pipeline or another Product. As a prerequisite to transportation, Shipper's Product 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 Product 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 Product that has contaminated the common fungible stream, rendering all or a portion of the fungible Product stream undeliverable, Carrier reserves the right to treat or otherwise dispose of all contaminated Product in any reasonable commercial manner at Shipper's sole expense.

If Product received by Carrier does not meet Product 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 Product including without limitation any penalties or charges incurred by Carrier as a result of such contamination, or (ii) \$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 Product 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 Product only when Shipper and Consignee have provided necessary equipment and facilities, including storage facilities for receipt of Product into Carrier's pipeline and delivery of Product 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 Product 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 Product 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 – MINIMUM TENDER AND PLACE OF DELIVERY

Product of the required specification shall be tendered for transportation in quantities greater than the current receipt point(s) meter minimum flow range or to meet other operational requirements. All tenders shall be for continuous transportation and delivery from one consignor, consigned to one Consignee, provided however, due to the configuration of Carrier's system, Carrier may for its convenience transport tenders by intermittent pumpings.

Where delivery must be made by Carrier directly into a connecting pipeline or facility, minimum shipments on approved tenders shall be of a volume equal to or in excess of the minimum shipment requirements of the receiving pipeline or facility and such Product shall be of the same specification as that currently being pumped by such receiving pipeline or facility.

ITEM NO. 30 - MIXTURES

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

Product 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 Product. Carrier shall be under no obligation to make delivery of the identical Product, but may make delivery out of common stock and Shippers will be required to accept such delivery.

ITEM NO. 35 - NOTICE OF NOMINATIONS

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

Any Shipper desiring to nominate Product 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 Product 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. 40 - SCHEDULING SHIPMENTS

Carrier will transport and deliver Product with reasonable diligence considering the quantity, the quality of the Product, distance of transportation, safety of operations, and other material factors but will accept no Product 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. 45 - MEASUREMENT

All Product 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 NO. 50 - 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, without liability to Shipper, to make such disposition of unremoved Product 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. 50, Shipper will pay a daily demurrage charge in the event Shipper fails to remove Product 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. 105, Rates Applicable to Transportation of Product times the daily average of the previous Month's deliveries of the impacted shipments.

ITEM NO. 55 - PAYMENT OF CARRIER CHARGES

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at the date Product is delivered to delivery point(s). Carrier will invoice Shipper for transportation charges and all other lawful charges accruing on Product 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 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 Product accepted by Carrier for transportation or otherwise, including but not limited to Shipper's minimum Linefill (as defined in Item No. 90 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 Products 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 Product of Shipper in Carrier's custody.

ITEM NO. 60 – OTHER CHARGES

In addition to the transportation charges and all other charges accruing on Product 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 Product 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 Product 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. 65 – 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 Product, or in the case of a failure to make delivery, then within nine (9) Months after delivery of the Product 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. 70 - ALLOCATION OF PIPELINE CAPACITY

When there shall be tendered to the Carrier for transportation more Product 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. 75 - LIABILITY OF CARRIER

While in possession of Product nominated to it for shipment, Carrier shall not be liable to Shipper for any delay in delivery, damage thereto, or for any loss of Product 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 Product or portion thereof involved in such loss in the proportion that such shipment or portion thereof bears to the total of all Product 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 Product transported unless such discoloration, contamination, or deterioration of Product 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 Product transported or stored hereunder, and Carrier expressly disclaims any liability for any expressed or implied warranty for Product transported or stored hereunder including any warranties of merchantability or fitness for intended use.

ITEM NO. 80 – GAINS OR LOSSES

In addition to Item No. 75 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. 85 - COMPONENT BALANCING

Shipper shall be responsible for component composition differences of Product 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 Product delivery to Carrier or Product exchanges.

ITEM NO. 90 - LINEFILL REQUIREMENTS

Each Shipper will supply a pro rata share of Product 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. 95 – TRANSPORTATION AGREEMENTS

Separate transportation agreements may be required of the potential Shipper before any duty of transportation shall arise. 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. 100 – 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 Product 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. 105 – RATES APPLICABLE TO TRANSPORTATION OF PRODUCT

FROM	TO	RATE (in cents per Barrel)
Bridgeport Gas Processing Plant, Wise County, TX	ONEOK Arbuckle Pipeline, Wise County, TX	31.17