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Gas Services Department
Railroad Commission of Texas

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[N] ONEOK NGL DISTRIBUTION SYSTEM, L.L.C.

LOCAL TARIFF
CONTAINING

RULES, REGULATIONS AND RATES

GOVERNING THE TRANSPORTATION

OF

PRODUCTS

(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 Numbers: 07410, 08740, 09267 and 09418

EFFECTIVE DATE: August 15, 2025

ISSUED AND COMPILED BY:

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SECTION I **RULES AND REGULATIONS**

1. DEFINITIONS

“Adequate Assurance of Performance” shall mean sufficient security in a form, amount, for a term and from an issuer, all as reasonably acceptable to Carrier, including but not limited to, cash, prepayment, a standby irrevocable letter of credit or a guaranty.

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

“Capacity” means the capacity of the System as determined by Carrier from time to time.

"Carrier" means ONEOK NGL Distribution System, L.L.C.

“Collateral” means (a) all Products accepted by Carrier for transportation service or otherwise, including but not limited to Shipper’s minimum Linefill; (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 Product and proceeds of any of the foregoing property in any form.

“Committed Shipper” is a shipper that has executed a transportation services agreement with Carrier agreeing to tender, or otherwise pay for failing to tender, a certain volume of Product on Carrier's system each Month.

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

“Delivery” shall mean the transfer of Product from Carrier at Destination Point(s) to Consignee.

“Destination” or “Destination Point(s)” means the outlet flange to the pipeline measurement facilities of the Pipeline that Carrier has available at or near the destination(s).

“Force Majeure” shall mean any cause or causes, whether foreseeable or not, and whether of the kind herein enumerated or otherwise, which is/are not within the reasonable control of the Party claiming Force Majeure and which, by the exercise of reasonable diligence, the Party is unable to prevent or overcome (except, notwithstanding the foregoing Shipper acknowledges that with respect to Carrier’s maintenance of the Pipeline System and associated facilities as required in Carrier’s sole discretion, the timing and nature of said maintenance may be within the control of Carrier), including, without limitation, acts of God, acts, omissions to act and or delays in action of federal, state, tribal or local government or any agency thereof, including failure to timely issue permits of any kind or timely grant other regulatory approvals of any kind, strikes, lockouts, work stoppages, or other industrial disturbances, acts of a public enemy, sabotage, wars, blockades, insurrections, riots, acts of terror, epidemics, landslides, lightning, earthquakes, fires, storms, storm warnings, floods, washouts, extreme cold or freezing weather, arrests and restraints of governments and people, civil or criminal disturbances, interruptions by governmental or court orders; compliance (voluntary or involuntary) with federal, state, tribal or local laws, rules or regulations, permits, acts, orders, directives, requisitions, or requests of any official or agency of the federal, state, or local governments; the testing, making repairs, turnarounds, performing maintenance, alterations, enlargements or connections to machinery, facilities, or lines of pipe (whether owned, leased or

rented); the necessity to not operate, or to reduce the operation of, equipment to protect the safety of the public and/or environment; present and future valid orders of any regulatory body having jurisdiction, explosions, mechanical failures, breakage or accident to equipment installations, machinery, pumps stations, plants or lines of pipe, and associated repairs, partial or entire failure of pipes, facilities, plants or equipment, electric power unavailability or shortages, partial or entire failure or refusal of operators of downstream pipelines or facilities to receive Product or increases in pressure of upstream or downstream pipelines or facilities, any inability to receive Product that is caused by pipeline prorationing or lack of capacity of operators of downstream pipelines, governmental regulations, inability to obtain or timely obtain, or obtain at a reasonable cost, after exercise of reasonable diligence, pipe, materials, equipment, rights-of-way, servitudes, permits, licenses or other governmental approvals, or labor, including those necessary for the facilities provided for in this tariff, and any legislative, governmental or judicial actions. A third party's event of Force Majeure preventing the performance of Pipeline System hereunder shall be deemed an event of Force Majeure for Carrier for all purposes herein. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the sole discretion of the Party having the difficulty. The following shall not, under any circumstance, constitute an event of Force Majeure: (i) Shipper's inability to purchase Product; (ii) lack of funds; (iii) availability of more attractive markets for Product; (iv) absence of a market for Product; (v) availability of alternative Product transportation systems; or (vi) Product production shortfalls.

"Linefill" means the quantity of Product needed to occupy the physical space in the System.

"Month" means a period of time commencing at 7:00 A.M. Central Time on the first Day of a calendar Month and ending at 6:59 A.M. on the first Day of the following calendar Month.

"Origin" or "Origin Point(s)" means the inlet flange to the System measurement facilities.

"Product" means specific products listed in Section II, Table of Rates by movement and in the Carrier's quality specifications, available upon request.

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

"System" consists of the pipeline, custody transfer measurement facilities, pipeline connections, and all other necessary equipment needed for various intrastate transportation movements and Products.

"Uncommitted Capacity" means 5% (five percent) of the then current Capacity of Carrier's System which will be subject to allocation, unless no Committed Shipper nominates, in which case, "Uncommitted Capacity" means 100% (one hundred percent) of the then current Capacity.

"Uncommitted Shipper" means any Shipper that is not a Committed Shipper.

2. COMMODITY

Carrier is engaged in the transportation of Product by pipeline and will not accept any other commodity under this tariff.

3. **TENDERS**

Tenders will be accepted for the same kind and quality of Product aggregating ten thousand (10,000) Barrels or more per batch. Carrier may, at its option for its convenience, transport such Product by intermittent pumpings.

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 Origin Point 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 Origin Point ten thousand (10,000) Barrels of Product of the same specifications from the same or other Shippers.

- 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 are of the same quality and specifications 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 subject to Item 12; 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**

- a) 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 quality and specifications 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.

- b) It is inherent in the operation of a batched pipeline system that interface mixtures will occur between batches. Carrier shall not be liable to Shipper for changes in the gravity or quality of Shipper's Product which may occur from commingling or intermixing Shipper's Product with other Product while in transit. The interface generated between batches shall be divided equitably between those shipments that precede and follow the interface. Shippers shall accept and be responsible for handling any interface generated within or between Commodities. Shipper shall provide tankage or otherwise provide required facilities to receive its portion of interface.

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

For purposes of this item, the following definitions shall apply:

"Average Monthly Product Volume" means the average of a Regular Shipper's Monthly tendered volumes for the twelve (12) calendar Months preceding the first day of the Month in which the System or a portion of the System is allocated.

"New Shipper" means a Shipper that is not a Regular Shipper.

"Proportionate Share" means, at any given time, the percentage equal to a Regular Shipper's Average Monthly Product Volume divided by the total combined Average Monthly Product Volumes of all Regular Shippers.

"Regular Shipper" means a Shipper that has actual shipments at any time during the twelve (12) calendar Months preceding the first day of the Month in which the System or a portion of the System is allocated.

"Remaining Capacity" means the System capacity or portion thereof remaining after the adjustment for New Shippers.

When, pursuant to tenders hereunder for a Month, there shall be offered to Carrier more Product than can be immediately transported on the System or portion thereof, the transportation shall be apportioned among all Shippers in accordance to the following procedure for that Month; or during that Month during periods of Force Majeure:

- A. No individual nomination beyond the physical capacity of the System will be considered. Nominations in excess of the physical capacity of the System will be reduced to reflect a nomination of one hundred percent (100%) of System capacity.
- B. System capacity will be allocated first to Committed Shippers in accordance with each Committed Shipper's respective transportation services agreement. Uncommitted Capacity shall be divided between Regular Shippers as a class and New Shippers as a class.

- C. Each New Shipper shall be allocated a volume of the Uncommitted Capacity available to all New Shippers which is equal to the lesser of:
- Two and one half percent (2.5%) of the total Capacity divided by the number of New Shippers who Nominated volumes utilizing Carrier's Uncommitted Capacity during the Month for which the allocation is being calculated; or
 - 0.625 percent (one-fourth of 2.5%) of the total Capacity for that Month.
- D. Any Remaining Capacity will be allocated to Regular Shippers based on the lesser of the Average Monthly Product Volume or its nominated volume. If Remaining Capacity is insufficient to fulfill all Regular Shippers' nominations up to all Regular Shippers' Average Monthly Product Volume, each Regular Shipper will receive the lesser of its nomination or its Proportionate Share of Remaining Capacity.
- E. Any Remaining Capacity not allocated through the application of Items 7(B) or 7(C) will first be allocated among all Regular Shippers. Each Regular Shipper will receive the lesser of its remaining unmet nomination or a pro rata share of Remaining Capacity until either all Regular Shipper nominations have been fulfilled or all Remaining Capacity has been allocated. If there is Remaining Capacity following this additional allocation to Regular Shippers, then Remaining Capacity will next be allocated among all New Shippers having remaining unmet nominations. Each New Shipper will receive the lesser of its remaining unmet nomination or its pro rata share of Remaining Capacity until all New Shipper nominations have been fulfilled or all Remaining Capacity has been allocated.
- F. Allocated volumes may not be assigned, conveyed, loaned, transferred to, or used in any manner by another Shipper. However, a Regular Shipper's shipment history may be transferred as an incident of the bona fide sale of substantially all of the Shipper's business or to a successor to substantially all of the Shipper's business. Transfers of a Shipper's shipment history must be approved in advance by Carrier and shall be irrevocable once the transfer is approved.

8. 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.

9. LIABILITY OF CARRIER

While in possession of Product nominated 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.

10. GAINS OR LOSSES

In addition to Item 9, 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.

11. PAYMENT OF CHARGES

Carrier shall assess transportation and all other lawful charges accruing on Products accepted for transportation at the transportation rate in effect on the date Product is delivered to Destination Point(s). Carrier shall invoice and Shipper shall pay for transportation charges and all other lawful charges accruing on Products accepted in accordance with Carrier's then current payment policies and procedures at the transportation 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. Shipper shall pay all charges within ten (10) days of the invoice from Carrier. Carrier, at its discretion, may require Shipper to pay all such charges and fees in advance or to provide Adequate Assurance of Performance. All charges that remain unpaid for more than ten (10) days from the date of Carrier's invoice shall accrue an interest charge of the lesser of (i) 18% percent annum, or (ii) the maximum non-usurious interest rate which may then be charged under New York law.

Shipper hereby assigns and grants to Carrier a continuous and continuing security interest in, and assignment of, all Collateral, whether now or hereafter existing or acquired, as collateral security for the prompt and complete payment and performance of the Shipper Obligations. The foregoing grant and assignment of Collateral secures all Shipper Obligations. If any amounts accruing and owed to Carrier under this tariff remain unpaid ten (10) days after final notice, Carrier shall have the right, in addition to and not in limitation of its other rights and remedies, to liquidate and apply the proceeds to the payment of all such charges and to reimburse Carrier for expenses associated with liquidating the Collateral.

If Shipper fails to pay any charges when due, Carrier shall not be obligated to provide Shipper access to Carrier's facilities or provide services pursuant to Carrier's tariff until such time as payment is received by Carrier and, if required by Carrier, Shipper meets the creditworthiness requirements of Item 90. In addition, Carrier reserves the right to set-off any amounts owed to

Carrier against any monies owed by Carrier, or any of its Affiliates, to Shipper or any of its Affiliates under its tariff, or against any Shipper's Products in Carrier's custody. In addition, Shipper shall pay all documented costs incurred by Carrier to collect any unpaid amounts, including reasonable attorney's fees and costs incurred by Carrier.

Carrier shall have a lien on all Products in its possession belonging to Shipper, or its Consignee, which shall take effect at the Origin Point(s). The lien is to secure the payment of any and all unpaid transportation, or any charges that are due Carrier, and Carrier reserves the right to withhold such Products from Delivery until all unpaid charges have been paid and it shall be in addition to any and all other rights and remedies Carrier has at law or in equity.

12. 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. 12, 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 \$10,000 per hour for each hour that Shipper's failure to remove Product prevents the movement of succeeding shipments.

13. 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.

14. 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.

15. 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.

16. CREDITWORTHINESS OF SHIPPERS

Carrier shall not be required to provide service on behalf of any Shipper or provide service or to continue service for any Shipper who is or has become insolvent or who, at Carrier's request, fails within a commercially reasonable time to demonstrate creditworthiness as determined by the Carrier in its sole discretion; provided, however, Shipper may receive service if Shipper furnishes good and sufficient security as determined by Carrier in the exercise of reasonable discretion.

Unless otherwise agreed to, if Carrier has reasonable grounds for insecurity regarding the ability of Shipper to perform its obligations, Carrier shall require Adequate Assurance of Performance and Shipper shall have two (2) business days to provide such Adequate Assurance of Performance. In each case, the amount of the security shall be an amount not to exceed the sum of three (3) Months of the estimated: (a) transportation and other charges and (b) Shipper Cash Out Position due Carrier. If Shipper fails to provide the requested Adequate Assurance of Performance within such two (2) business day period, then Carrier may suspend services to Shipper.

For the purpose of this section, the insolvency of a Shipper shall be evidenced by the filing by Shipper or any parent entity thereof of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction over the premises adjudging Shipper bankrupt or insolvent or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition or in respect to the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of thirty (30) consecutive days.

[N] SECTION II
TABLE OF RATES

[N] New. All rates in the below table are new.

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

<u>Origin Point</u>	<u>Destination Point</u>	<u>Product</u>	<u>Rate</u>
<u>Equistar Chemical</u> <u>Channelview</u> <u>(Harris Co.), TX</u>	<u>Kinder Morgan</u> <u>Channelview</u> <u>(Harris Co.), TX</u>	<u>MTBE, Alkylate,</u> <u>C5 Raffinate</u>	<u>147.58</u>
<u>Equistar Mont Belvieu</u> <u>Storage</u> <u>(Chambers Co.), TX</u>	<u>Equistar Plant</u> <u>Channelview</u> <u>(Harris Co.), TX</u>	<u>Ethane, Propane,</u> <u>Isobutane, Natural</u> <u>Gasoline, Untreated</u> <u>Natural Gasoline or</u> <u>Normal Butane</u>	<u>420.00</u>
<u>ONEOK Mont Belvieu</u> <u>Storage</u> <u>(Chambers Co.), TX</u>	<u>Equistar Plant Channelview</u> <u>(Harris Co.), TX</u>	<u>Normal Butane,</u> <u>Natural Gasoline</u>	<u>420.00</u>
	<u>Magellan East Houston,</u> <u>(Harris Co.), TX</u>		
	<u>Magellan Galena Park,</u> <u>(Harris Co.), TX</u>		
	<u>Pasadena-MVP,</u> <u>(Harris Co.), TX</u>		
	<u>Kinder Morgan Terminal,</u> <u>Galena Park,</u> <u>(Harris Co.), TX</u>		<u>206.39</u>

Incentive Programs and Negotiated Rates

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 by, but are not limited to, such factors as rate, duration, volumes, Origin Points, Destination Points, available capacity, minimum quantities, creditworthiness, settlement of disputes, and ship or pay commitments. Any agreement reached between the Carrier and Shipper will be contained in an executed agreement and will not be included as part of the Rate Sheet herein.

Explanation of Reference Marks

[C]	Cancel
[D]	Decrease
[I]	Increase
[N]	New
[U]	Unchanged
[W]	Change in wording only