

OVERLAND PASS PIPELINE COMPANY LLC

LOCAL PIPELINE TARIFF

CONTAINING

RATES, RULES, AND REGULATIONS

Governing the Interstate Transportation and Handling
of

DEMETHANIZED MIX

Transported by Pipeline

FROM ORIGINS IN COLORADO AND WYOMING

TO DESTINATIONS IN KANSAS

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.

This tariff is filed in compliance with 18 C.F.R.342.3 Indexing

Reference Marks: [U] Unchanged Rate [D] Decrease [I] Increase [W] Change in Wording [N] New [C] Cancel

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GENERAL RULES AND REGULATIONS

ITEM NO. 5 - DEFINITIONS

“2014 Volume Incentive Program” means that program described in Item No. 99.

“2014 Volume Incentive Program Transportation Agreement” means a transportation agreement executed between Carrier and Shipper satisfying the terms of the 2014 Volume Incentive Program, as specified in Item No. 99.

“Affiliate” means with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person or, in the case of a Person that is a limited partnership, an “Affiliate” shall include any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the general partner of such limited partnership. For the purposes of this definition, “control” means the ownership, directly or indirectly, of more than fifty percent (50%) of the Voting Stock, of such Person; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“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 Overland Pass Pipeline Company LLC.

“Calendar Week” is the one hundred sixty-eight (168) hours between 7:00 a.m. Monday and 7:00 a.m. the following Monday.

“Commitment Deficiency Payment” shall have the meaning set forth in Item 99, Section g).

“Commitment Volume” shall have the meaning set forth in Item 99, Section c).

“Connected” means direct connections as well as connections achieved through pipelines that are capable of delivering Demethanized Mix to Carrier pursuant to such pipeline’s normal operations provided such pipelines are owned and/or controlled by Shipper or its Affiliate(s).

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

“Contract Commitment Volume” shall have the meaning set forth in Item 99, Section f).

“Contract Year” shall mean each twelve (12) Month period commencing on the start date of the Product Dedication and Volume Minimum Incentive Program in Item No. 96 or with the effective date as stated in the DJ Lateral Plant Dedication and Volume Minimum Incentive Program in Item No. 98, or as defined in the 2014 Volume Incentive Program in Item No. 99, section c), as applicable.

“Controlled” means Demethanized Mix that Shipper and/or its Affiliates, as the case may be, has the right to have transported, marketed or fractionated; and for Item No. 96 and Item No. 97, exchanged into Product.

“Day” shall mean the twenty-four (24) hours between 7:00 a.m. and 7:00 a.m. the following day.

“Dedicated Volume” has the meaning set forth in Item No. 96, section b), Item No. 97, section c), and Item No. 98 section b), as applicable.

“DJ Lateral” shall mean all points of origin on Carrier’s lateral from Adams County, Colorado to the interconnection with the Main Line located in Weld County, Colorado.

“DJ Lateral Plant Dedication and Volume Minimum Incentive Program” means that program described in Item No. 98.

“DJ Lateral Plant Dedication and Volume Minimum Transportation Agreement” means a transportation agreement executed between Carrier and Shipper satisfying the terms of the DJ Lateral Plant Dedication and Volume Minimum Incentive Program.

“F.E.R.C.” is the Federal Energy Regulatory Commission.

“Force Majeure” shall mean any event or occurrence beyond the reasonable control of either Carrier or Shipper (each party is hereinafter individually referred to as a “Party”) that prevents in whole or in part the performance by either Party of any obligation or condition under this tariff, including but not limited to strikes, lockouts, or other industrial disturbance (including those affecting Persons transporting or fractionating Demethanized Mix or Products 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 and compliance with any orders, directives, rules or regulations issued by governmental authority.

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.

Item No's. 96, 97, 98, and 99 shall have the following additions to the definition of Force Majeure.

Neither Party shall be entitled to the benefit of Force Majeure under any or all of the following circumstances:

- i. to the extent the failure was caused by the sole negligence of the Party claiming suspension;
- ii. to the extent that the failure was caused by the Party claiming suspension having failed to remedy the condition and to resume the performance of such obligations with reasonable dispatch;
- iii. the ability of either Party to obtain a better consideration for performance;
- iv. the loss of markets; or
- v. economic hardship.

“Linefill” means the quantity of Product needed to occupy the physical space in the pipeline.

“Local Sales” means Product that is fractionated at the origins, as reflected in the table of incentive rates in Item No. 100, for application to Item No. 96, Item No. 97, and Item No. 98, for distribution and sale exclusively into markets served by truck or rail; however, Local Sales does not include Product that is fractionated for transport into other pipelines.

“Main Line” shall mean Carrier’s pipeline originating at Opal, Wyoming and ending near Conway, Kansas, but excluding the DJ Lateral and Piceance Lateral.

“Maintenance” shall have the meaning set forth in Item 99, Section d).

“Minimum Volume” has the meaning set forth in Item No. 96, section c), and Item No. 98, Section c).

“Month” shall mean 7:00 A.M. of the first day of a calendar month to 7:00 A.M. on the first day of the following calendar month.

“Nomination” means an offer by a Shipper to Carrier of a stated quantity of Product for transportation from a specified origin(s) to a specified destination or destinations pursuant to the terms of this tariff.

“Owned” shall mean Demethanized Mix to which Shipper or its Affiliate(s) holds title.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization or governmental body.

“Piceance Lateral” shall mean all points of origin on Carrier’s lateral from Rio Blanco County, Colorado to the interconnection with the Main Line located in Carbon County, Wyoming.

“Product” or “Demethanized Mix” used herein means unfractionated streams containing primarily natural gasoline, normal butane, isobutane, propane, ethane, and all mixtures thereof conforming to Carrier’s specifications. The Carrier reserves the right to reject any Product with constituents that would adversely affect the pipeline or another Product.

“Product Dedication and Volume Minimum Transportation Agreement” means a transportation agreement executed between Carrier and Shipper satisfying the terms of the Product Dedication and Volume Minimum Incentive Program described in Item No. 96.

“Product Dedication and Volume Minimum Incentive Program” means that program described in Item No. 96.

“Product Dedication Transportation Agreement” means a transportation agreement executed between Carrier and Shipper satisfying the terms of the Product Dedication Incentive Program described in Item No. 97.

“Product Dedication Destination Agreement” means an agreement(s) between Shipper and the owner/operator of one or more of the destinations provided in Item No. 97 reflecting necessary facilities are available for receiving shipments satisfying the terms of the Product Dedication Incentive Program, including the requirements of Item No. 20 Storage, Origin and Destination Facilities. Without limitation of the foregoing, such Product Dedication Destination Agreement shall have Product specifications that are not inconsistent with the Product specifications of Item No. 10 Product Specifications herein.

“Product Dedication Incentive Program” means that program described in Item No. 97.

“Ratable” shall mean or refer to the delivery of Product throughout each Month, in daily quantities that are approximately equal to the volume of Products delivered during the Month divided by the number of days in that Month.

“Released Volume” has the meaning set forth in Item No. 96, section i) and Item No. 97, section h).

“Shipper” shall mean any party who gives notice to transport Product under the provisions outlined in this tariff.

“Temporary Constraint” shall mean a pipeline capacity constraint which prevents Carrier from being able to transport all or any portion of the Dedicated Volumes for a period of 18 Months or less. This will be applied as set forth in Item No. 96, section h (ii) and I and Item No. 97, section g (ii) and h.

“Voting Stock” means the securities or other ownership interest in any Person which have ordinary voting power under ordinary circumstances for the election of directors (or the equivalent) of such Person, and with respect to a Person that is a limited partnership, the securities or other ownership interest in the general partner of such Person which have ordinary voting power under ordinary circumstances for the election of directors (or the equivalent) of such general partner.

“Wattenberg Injection Fee” is a fee, expressed in cents per barrel, for all barrels injected into the DJ Lateral at the Wattenberg processing plant located in Adams County, Colorado.

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 Overland Pass Pipeline Demethanized Mix Specifications dated October 1, 2008, (available upon request from John Doyle, (918-573-9576)) 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.

On Product received by Carrier that does not meet product specifications, Carrier reserves the right to charge the greater of (i) the costs and expenses incurred to treat or otherwise dispose of all contaminated Product, or (ii) 50 cents per Barrel treating and handling charge for the volume transported by Shipper.

ITEM NO. 15 - MINIMUM NOMINATION AND PLACE OF DELIVERY

Product of the required specifications shall be nominated for transportation in quantities of not less than 50,000 Barrels of the same specification.

Product shall be offered for transportation in Ratable quantities which can be received into Carrier's pipeline at full line flow rates.

ITEM NO. 20 - 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. 25 - 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 Carrier's pipeline by reason of Shipper's actions or agreements.

ITEM NO. 30 - MEASUREMENT

All Product transported by Carrier will be measured at the origin point and destination point in accordance with applicable Carrier and industry accepted practices and procedures. All measurements and tests shall be performed by Carrier, but Shipper and any consignee or their representatives 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. 35 - MIXTURES

Carrier may commingle Products received from the origins shown in corresponding rate tariffs. 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, while in transit as may result from the mixture with other Product, and Carrier shall be under no obligation to make delivery of the identical Product, but may make delivery out of common stock. Carrier shall have the right to make such deliveries out of common stock and the Shippers will be required to accept delivery of common stream Product, the characteristics of which may have changed due to mixing with other Product.

ITEM NO. 40 - 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 from John Doyle, (918-573-9576); except that, if 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. 45 - 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.

Schedules of shipments and consignments will be issued to each Shipper by Carrier from time to time and in a manner and to the extent reasonably desirable to facilitate the efficient and economical use and operation of Carrier's facilities and to reasonably accommodate Shipper's needs for transport of Product.

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 Shipper's applicable tariff rate(s) in Item No. 100 - Rates Applicable to Transportation of Product based upon the nominated origin and destination, 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 destination. 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 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 Product 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 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 contracts 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 at public auction, on any day not a legal holiday, in not less than forty-eight (48) hours after publication of notice of such sale in a daily newspaper of general circulation published in the town or city where the sale is to be held, stating the time, place of sale, and the quantity and location of Collateral to be sold. At said sale, Carrier shall have the right to bid, and if the highest bidder, to become the purchaser. From the proceeds of said sale, Carrier will pay itself the transportation and all other lawful charges, including expenses incident to said sale, and the balance remaining, if any, shall be held for whomsoever may be lawfully entitled thereto.

If transportation and 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 - CLAIMS, SUITS AND TIME FOR FILING

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.

Suit against Carrier shall be instituted only within two (2) years and one (1) 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 for loss or damage are not filed or suits are not instituted thereon in accordance with the foregoing provisions, such claims will not be paid and the Carrier shall not be liable therefore.

ITEM NO. 65 - PRORATION OF PIPELINE CAPACITY

1. Definition of terms.

Except where the context requires another meaning, the following terms have the following meanings:

- 1.1 **Regular Shipper** means a Shipper that has shipped Demethanized Mix on Carrier's system from the date of start up through the first three (3) Months of operation. Thereafter, a Regular Shipper is a shipper that has shipped Demethanized Mix on Carrier's system at any time during the twelve (12) Month period preceding the first day of the Month in which the system or a portion of the system is prorated.
- 1.2 **New Shipper** means a Shipper that is not a Regular Shipper. A Shipper that becomes a New Shipper shall remain one for twelve (12) consecutive calendar Months.

2. Prorating of capacity.

- 2.1 **When capacity will be prorated.** Carrier will prorate the capacity of its system or a portion of its system during any Month when it determines, based upon the nominations properly submitted by Shippers, that the total volume nominated by all Shippers for shipment on Carrier's system or portion thereof during that Month exceeds the capacity of the system or portion thereof.
- 2.2 **Division of capacity between Shipper classes.** Except as provided in paragraphs 2.7 and 2.9, prorated capacity shall be divided between Regular Shippers as a class and New Shippers as a class.
- 2.3 **Availability of capacity to Regular Shippers.** After the adjustment for New Shippers, as provided in paragraphs 2.5 and 2.6, all remaining capacity plus any unominated capacity (as determined in accordance with paragraph 2.7) plus any unused allocated capacity as determined in accordance with paragraph 2.9 shall be available to Regular Shippers who have nominated volumes for the Month.
- 2.4 **Allocation to each Regular Shipper.** Each Regular Shipper shall be allocated a volume of the capacity available to all Regular Shippers that is equal to a fraction, the numerator of which is the Shipper's average barrels shipped on Carrier's system during the latest twelve (12) Month period, for which the month-end processes are completed preceding the Month for which the Shipper's allocation is being calculated, and the denominator of which is the total shipments during such 12-Month period by all Regular Shippers, multiplied by the total capacity available to all Regular Shippers during that Month. If Carrier has been in operation less than twelve (12) Months then the allocation shall be based on the number of Months during which the Carrier has been in operation.
- 2.5 **Availability of capacity to New Shippers.** Not more than five (5) percent of the total available prorated capacity of Carrier's system or portion thereof shall be made available to New Shippers.
- 2.6 **Allocation to each New Shipper.** Each New Shipper shall be allocated a volume of the capacity available to all New Shippers which is equal to the lesser of –
 - (a) five (5) percent of the total available prorated capacity of Carrier's system or portion thereof divided by the number of New Shippers who nominated volumes for shipment on the system or portion thereof during the Month for which the allocation is being calculated; or
 - (b) 1.25 percent (one-fourth of 5%) of the available capacity of the system or portion thereof for that Month.

- 2.7 **Unnominated capacity.** Any amount of prorated capacity which is available to New Shippers under the rules in paragraphs 2.5 and 2.6, but is not nominated by an eligible New Shipper and shall be made available to Regular Shippers in accordance with the rules in paragraphs 2.3 and 2.4.
- 2.8 **Basis for allocation: notification.** When prorating of the capacity of Carrier's system or portion thereof is in effect –
- (a) Carrier's available capacity shall be allocated among eligible Shippers on a Monthly basis; and
 - (b) Carrier shall use reasonable efforts to notify each Shipper entitled to an allocation of capacity of the amount of its allocation not later than the first working day of the Month for which the allocation is made.
- 2.9 **Reallocation of unused allocated capacity.** If, during a Month of prorating, a Shipper fails to use all of its allocated capacity, such unused capacity shall be available to other Shippers, as follows:
- (a) Unused allocated capacity resulting from a Regular Shipper's failure to use all of its allocated capacity shall be reallocated among other Regular Shippers in accordance with the rules in paragraph 2.4.
 - (b) Unused allocated capacity resulting from a New Shipper's failure to use all of its allocated capacity shall be reallocated among other New Shippers in accordance with the rules in paragraph 2.6. If, however, the reallocation would cause any New Shipper's total allocation for a Month to exceed 1.25 percent of the available capacity for that Month, such excess shall be treated as unused allocated capacity and shall be reallocated among Regular Shippers in accordance with the rules in subparagraph (a) of this paragraph.
- 2.10 **Failure to use allocated capacity.**
- (a) Except as provided in subparagraph (b) of this paragraph, a Shipper that fails to use all of its allocated capacity during a Month of prorating shall have its allocation of capacity reduced in each subsequent Month of prorating until the total reductions equal the amount of the deficiency. The amount of any such reduction shall be treated as unused allocated capacity and shall be reallocated among other Shippers in accordance with the rules in paragraph 2.9.
 - (b) Reduction of a Shipper's allocation for failure to use its allocated capacity during a prior Month of prorating may be waived, in whole or in part if Carrier determines, in its sole discretion, that the Shipper's failure to use all or some of its allocated capacity was due to factors beyond the Shipper's reasonable control.
- 2.11 **Transfer of prorated capacity; Use of affiliates.** Except as provided in paragraph 2.9, prorated volumes allocated to a Shipper may not be assigned, conveyed, loaned, transferred to, or used in any manner by another Shipper. However, a Shipper's allocation may be transferred as an incident of the bona fide sale of the Shipper's business or to a successor to the Shipper's business by the operation of law, such as an executor or trustee in bankruptcy. A Shipper may not use an affiliated or cooperating entity to obtain an increased allocation of prorated capacity or, in the case of a Regular Shipper, seek New Shipper status in order to pool two or more allocations to the benefit of the Shipper.

ITEM NO. 70 - 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. 75 - COMPONENT BALANCING

Carrier shall attempt to minimize the differences in component volumes of Product which may arise between receipt and delivery due to composition variations resulting from the blending of various streams. Shipper shall bring into balance within the week after January 1 and within the week after July 1 of each year any accumulated component volume difference by Product delivery to Carrier or Product exchanges.

ITEM NO. 80 - 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. Subject to the provisions of Item No. 55, Payment of Carrier Charges, Product furnished to Carrier pursuant to this Item No. 80 shall be returned to Shipper after such Shipper has provided written notice to Carrier of Shipper's intent to cease shipping and after a reasonable period of time to allow for administrative and operational requirements associated with the withdrawal of such Product. Such notice shall be provided to John Doyle, (918-573-9576)

ITEM NO. 85 - PIPEAGE CONTRACTS

Separate agreements in accord with this tariff, and these regulations covering further details, may be required by Carrier before any duty for transportation shall arise.

ITEM NO. 86 – APPLICATION OF RATES TO INTERMEDIATE POINTS

On a temporary basis (30 days) product accepted for transportation from or to any point on Carrier's pipeline not named in this tariff, but which is intermediate to a point where rates are published, will be assessed the rate in effect from or to the next more distant point published in the tariff.

ITEM NO. 91 - WATTENBERG INJECTION FEE

A Wattenberg Injection Fee of **[1] 30.79** cents per barrel will be assessed by Carrier on all barrels injected into the DJ Lateral at the Wattenberg processing plant located in Adams County, Colorado. The Wattenberg Injection Fee is an additional fee and will be applied to and charged separately from the Rates Applicable to Transportation of Product, Product Dedication and Volume Minimum Incentive Program Rates – Demethanized Mix, DJ Lateral Plant Dedication and Volume Minimum Incentive Rates, or any other Carrier charges. The Wattenberg Injection Fee is subject to increases by the F.E.R.C. Indexing Methodology or its successor.

ITEM NO. 96 – PRODUCT DEDICATION AND VOLUME MINIMUM INCENTIVE PROGRAM – DEMETHANIZED MIX

The rates applicable to this Item No. 96 will be charged to Shippers transporting Dedicated Volume from the named points of origin to the named points of destination, as reflected in the table of incentive rates in Item No. 100 Product Dedication and Volume Minimum Incentive Program Rates – Demethanized Mix, plus the Wattenberg Injection Fee as reflected in Item No. 91 if applicable. Pursuant to the Open Season that concluded on October 16, 2008 and the executed Product Dedication and Minimum Volume Transportation Agreements, all Main Line, DJ Lateral, and Piceance Lateral origins as defined in Item No. 5 – Definitions, are eligible for transportation under Item No. 96. The rates applicable to Item No. 96 are subject to all of the following conditions:

- a) Shipper must have executed a Product Dedication and Minimum Volume Transportation Agreement with Carrier pursuant to the Open Season that concluded on October 16, 2008.
- b) Shipper must exclusively dedicate all Owned and/or Controlled Product for the term of the Product Dedication and Volume Minimum Transportation Agreement, excluding Local Sales, from any gas processing plants currently, or in the future, Connected to Carrier (“Dedicated Volume(s)”).
- c) Shipper commits to transport an average volume of at least 12,500 Barrels per Day (the “Minimum Volume”) during each Contract Year; provided, however, during the period beginning on the effective date of the Product Dedication and Volume Minimum Incentive Program and continuing through the first anniversary of the start of the Product Dedication and Volume Minimum Incentive Program, the Dedicated Volume may be a lesser amount, but shall, during such period equal or exceed an average volume 2,500 Barrels per Day.
- d) If during any Contract Year Shipper fails to transport a volume of Product equal to or greater than the applicable Minimum Volume, then Shipper shall be required to pay Carrier an amount equal to (i) the difference between (a) the applicable Minimum Volume and (b) the volume of Product actually transported by Shipper during such Contract Year, times (ii) the Weighted Average Transportation Fee for volumes shipped by Shipper during such Contract Year.
- e) “Weighted Average Transportation Fee” means, with respect to any Contract Year, a price per Barrel calculated in accordance with the following formula:

$$(A + B + C) \div D = \text{Weighted Average Transportation Fee}$$

Where:

A = The billed transportation revenues for deliveries by Shipper into the Main Line during such Contract Year.

B = The billed transportation revenues for deliveries by Shipper into the DJ Lateral during such Contract Year.

C = The billed transportation revenues for deliveries by Shipper into the Piceance Lateral during such Contract Year.

D = The total volume of Product actually delivered by Shipper during such Contract Year.

- f) Shipper must begin delivering Dedicated Volumes for transportation on or before the later of (i) July 1, 2009, or (ii) the fifth business day following the date upon which both the Main Line and the DJ Lateral are operational.
- g) Any agreement entered into by a Shipper or its Affiliates that would allow any Dedicated Volumes to be marketed by a party other than the Shipper or its Affiliate, shall provide that all such Product will continue to be Dedicated Volume under this Product Dedication and Volume Minimum Incentive

Program.

- h) Dedicated Volumes shall be suspended during the period of and to the extent of:
 - (i) A Force Majeure event for which the Shipper has given Carrier written notice.
 - (ii) A Temporary Constraint as a result of prorationing (but only to the extent Dedicated Volume cannot be shipped).
- i) In the event Carrier does not have sufficient capacity for Dedicated Volumes, other than periods of Temporary Constraint, then any Dedicated Volume for which insufficient capacity exists shall be released from this Product Dedication and Volume Minimum Incentive Program ("Released Volume"). In the event available capacity exists after Dedicated Volume has become Released Volume, Shipper may nominate such Released Volume, as may be accommodated by available capacity, and such Released Volume will again become Dedicated Volume.
- j) If Shipper or its Affiliate first acquires or begins processing Product at a gas processing plant Connected to Carrier after the start of the Product Dedication and Volume Minimum Incentive Program and the Product has already been dedicated to another pipeline, such Product shall not be a part of the Dedicated Volume until such prior dedication expires by its terms. Neither Shipper nor its Affiliates shall seek or agree to any extension or expansion of the prior dedication. After the prior dedication expires, all such Product shall become Dedicated Volume for the remaining term of the Product Dedication Incentive Program.
- k) If Shipper or its Affiliate has Owned and/or Controlled Product at a gas processing plant in Wyoming, Colorado or Utah that is newly constructed after the effective date of the Product Dedication and Volume Minimum Incentive Program, Shipper shall provide Carrier prompt written notice, and Carrier shall have one hundred twenty (120) days from the receipt of such notice to elect to connect Carrier's pipeline to such new plant(s) at Carrier's expense. The notice from Shipper shall include all information reasonably required by Carrier to enable it to make an informed decision regarding its option. If Carrier elects to connect such new plant(s), then Carrier shall connect the new plant(s) as soon as is reasonably practicable. If Carrier elects not to connect such new plant(s), Shipper may elect to connect such new plant(s) at Shipper's expense. If Carrier or Shipper elects to connect such new plant(s), then the Owned and/or Controlled Product from such new plant(s) shall become Dedicated Volumes subject to this Product Dedication and Volume Minimum Incentive Program.
- l) The term of the Product Dedication and Volume Minimum Incentive Program shall be as set forth in the Shipper's Product Dedication and Volume Minimum Transportation Agreement, which shall be effective for fifteen (15) years and shall continue in effect for an additional five (5) years thereafter unless either party gives the other party written notice of termination at least two (2) years prior to the end of the original fifteen (15) years.
- m) The Product Dedication and Volume Minimum Incentive Program rates are subject to the F.E.R.C. Indexing Methodology or its successor wherein the incentive rate will be established at a level at or below the base rate as allowed in the Shipper's Product Dedication and Volume Minimum Transportation Agreement.
- n) During the term of the Product Dedication and Volume Minimum Incentive Program and for a period of two years thereafter, Carrier shall have the right to audit the books and records of any Shipper shipping under this Product Dedication Incentive Program to ascertain whether all requirements have been fully complied with. Said audit rights shall be limited to a maximum of one audit during any two-year period.

ITEM NO. 97– PRODUCT DEDICATION INCENTIVE PROGRAM – DEMETHANIZED MIX

The rates applicable to this Item No. 97 will be charged to Shippers transporting Dedicated Volume from the named points of origin to the named points of destination, as reflected in the table of incentive rates in Item No. 100 Product Dedication Incentive Program – Demethanized Mix, subject to all of the following conditions:

- a) Shipper must have executed a Product Dedication Transportation Agreement with Carrier pursuant to the Open Season that concluded on October 16, 2008.
- b) Shipper must provide evidence of executed Product Dedication Destination Agreement(s), which agreement(s) shall remain in full force and effect during the term of the Product Dedication Incentive Program and shall collectively allow for receipt of up to at least 25,000 Barrels per Day of Product.
- c) Shipper must exclusively dedicate all Owned and/or Controlled Product for the term of the Product Dedication Transportation Agreement, excluding Local Sales, from any gas processing plants currently, or in the future, Connected to Carrier (“Dedicated Volume(s)”).
- d) Prior to the commencement of the Product Dedication Incentive Program, Shipper must demonstrate that at least 25,000 Barrels per Day of Dedicated Volume will be available for transportation by Carrier on and after December 1, 2008.
- e) Shipper must begin delivering Dedicated Volumes for transportation on or before the later of (i) July 1, 2009, or (ii) the fifth business day following the date upon which both the Main Line and the DJ Lateral are operational.
- f) Any agreement entered into by a Shipper or its Affiliates that would allow any Dedicated Volumes to be marketed by a party other than the Shipper or its Affiliate, shall provide that all such Product will continue to be Dedicated Volume under this Product Dedication Incentive Program.
- g) Dedicated Volumes shall be suspended during the period of and to the extent of:
 - (i) A Force Majeure event for which the Shipper has given Carrier written notice.
 - (ii) A Temporary Constraint as a result of prorationing (but only to the extent Dedicated Volume cannot be shipped).
 - (iii) A refusal of a shipment of Product by the owner/operator of one or more of the destinations as permitted by the relevant Product Dedication Destination Agreement. Furthermore, Shipper shall not nominate and/or transport Product that does not meet the destination’s Product specifications for the purpose of forcing such destination to refuse a shipment.
- h) In the event Carrier does not have sufficient capacity for Dedicated Volumes, other than periods of Temporary Constraint, then any Dedicated Volume for which insufficient capacity exists shall be released from this Product Dedication Incentive Program (“Released Volume”). In the event available capacity exists after Dedicated Volume has become Released Volume, Shipper may nominate such Released Volume, as may be accommodated by available capacity, and such Released Volume will again become Dedicated Volume.
- i) If Shipper or its Affiliate first acquires or begins processing Product at a gas processing plant Connected to Carrier after the start of the Product Dedication Incentive Program and the Product has already been dedicated to another pipeline, such Product shall not be a part of the Dedicated Volume until such prior dedication expires by its terms. Neither Shipper nor its Affiliates shall seek or agree to any extension or expansion of the prior dedication. After the prior dedication expires, all such Product shall become Dedicated Volume for the remaining term of the Product Dedication Incentive Program.

Product dedicated elsewhere as of December 1, 2008 may not be included in the 25,000 Barrels per Day required to satisfy section d) above.

- j) The term of the Product Dedication Incentive Program shall be as set forth in the Shipper's Product Dedication Transportation Agreement, which shall be effective for fifteen (15) years and shall continue in effect for an additional five (5) years thereafter unless either party gives the other party written notice of termination at least two (2) years prior to the end of the original fifteen (15) years.
- k) The Product Dedication Incentive Program rates are subject to the F.E.R.C. Indexing Methodology or its successor wherein the incentive rate will be established at a level at or below the base rate as allowed in the Shipper's Product Dedication Transportation Agreement.
- l) During the term of the Product Dedication Incentive Program and for a period of two years thereafter, Carrier shall have the right to audit the books and records of any Shipper shipping under this Product Dedication Incentive Program to ascertain whether all requirements have been fully complied with. Said audit rights shall be limited to a maximum of one audit during any two-year period.

ITEM NO. 98 – DJ LATERAL PLANT DEDICATION AND VOLUME MINIMUM INCENTIVE PROGRAM – DEMETHANIZED MIX

The rates applicable to this Item No. 98 will be charged to Shippers transporting Dedicated Volume from the named points of origin to the named points of destination, as reflected in the table of incentive rates in Item No. 100 DJ Lateral Plant Dedication and Volume Minimum Incentive Program – Demethanized Mix, plus the Wattenberg Injection Fee as reflected in Item No. 91 if applicable, subject to all of the following conditions:

- a) Shipper must execute a DJ Lateral Plant Dedication and Minimum Volume Transportation Agreement with Carrier by July 31, 2009.
- b) Shipper must exclusively dedicate all Owned and/or Controlled Product for the term of the DJ Lateral Plant Dedication and Volume Minimum Transportation Agreement, excluding Local Sales, from any DJ Lateral points of origin ("Dedicated Volume(s)").
- c) Shipper commits to transport an average volume of at least 2,000 Barrels per Day (the "Minimum Volume") during each Contract Year.
- d) If during any Contract Year Shipper fails to transport a volume of Product equal to or greater than the applicable Minimum Volume, then Shipper shall be required to pay Carrier an amount equal to (i) the difference between (a) the DJ Lateral Plant Dedication and Volume Minimum Incentive Rates and (b) Rates Applicable to Transportation of Product, as listed in Item No. 100 times (ii) the volume of Product actually transported by Shipper during such Contract Year.
- e) Any agreement entered into by a Shipper or its Affiliates that would allow any Dedicated Volumes to be marketed by a party other than the Shipper or its Affiliate, shall provide that all such Product will continue to be Dedicated Volume under this Product Dedication and Volume Minimum Incentive Program.
- f) Dedicated Volumes shall be suspended during the period of and to the extent of:
 - (i) A Force Majeure event for which the Shipper has given Carrier written notice.
 - (ii) As a result of prorationing (but only to the extent Dedicated Volume cannot be shipped).
- g) The term of the DJ Lateral Plant Dedication and Volume Minimum Incentive Program shall be as set forth in the Shipper's DJ Lateral Plant Dedication and Volume Minimum Transportation Agreement, which shall be effective for ten (10) years.

- h) The DJ Lateral Plant Dedication and Volume Minimum Incentive Program rates are subject to increases by the F.E.R.C. Indexing Methodology or its successor and as allowed in the DJ Lateral Plant Dedication and Volume Minimum Transportation Agreement at a level at or below the base rate.
- i) During the term of the DJ Lateral Plant Dedication and Volume Minimum Incentive Program and for a period of two years thereafter, Carrier shall have the right to audit the books and records of any Shipper shipping under this DJ Lateral Plant Dedication and Minimum Volume Incentive Program to ascertain whether all requirements have been fully complied with. Said audit rights shall be limited to a maximum of one audit during any two-year period.

ITEM NO. 99 – 2014 VOLUME INCENTIVE PROGRAM

The rates applicable to this Item No. 99 are set forth in the Rates Tables entitled “2014 Volume Incentive Rates – Demethanized Mix” in Item No. 100. These rates will be charged to Shippers transporting volume from new connections on Carrier’s system after January 1, 2013 and prior to July 1, 2014 and subject to all of the following conditions:

- a) Shipper must have a 2014 Volume Incentive Program Transportation Agreement executed with Carrier prior to May 1, 2013.
- b) All costs of designing, constructing and installing a connection pursuant to a connection agreement shall be paid by the Shipper or Shipper’s representative, with such costs to be determined in accordance with Section 5.C. of the 2014 Volume Incentive Program Transportation Agreement of the Shipper.
- c) Shipper guarantees to transport a minimum volume (the “Commitment Volume”) during each of the five (5) year periods (each a “Contract Year”) beginning the later of (i) January 1, 2014 or (ii) the first day of the month including the date upon which the connection facilities are in place and available to receive Demethanized Mix (“the Commitment Period”) from a new connection made on Carrier’s system after January 1, 2013 and prior to July 1, 2014. The Commitment Period may be extended pursuant to section e) below. The Commitment Volume will be agreed to in writing by the Shipper and the Carrier no later than May 1, 2013. Within 30 days after the end of each Contract Year during the Commitment Period (as such Contract Year may be extended pursuant to section e)), Carrier will notify Shipper of the actual volume transported under the provisions of this 2014 Volume Incentive Program. At the end of the Commitment Period, the Shipper may continue to transport volumes at the Tariff rate applicable to the Shipper’s Commitment Level as established in Item No. 100 2014 Volume Incentive Program.
- d) If, during the Commitment Period, Carrier’s ability to receive and transport Demethanized Mix is reduced or suspended due to Carrier’s Force Majeure, Maintenance or proration of pipeline capacity, Shipper shall be deemed to have delivered the Commitment Volume during any such period notwithstanding the fact that the actual volume, if any, that Shipper delivers and Carrier receives and transports during such period of Carrier’s Force Majeure, Maintenance or proration of pipeline capacity is less than such Commitment Volume. For avoidance of doubt, only the actual volume, if any, delivered by Shipper and received and transported by Carrier during any period of Carrier’s Force Majeure, Maintenance or Proration shall be subject to transportation charges. “Maintenance” as used in this section d) means planned events which extend for a period greater than five (5) Days, such as testing, making anticipated repairs, turnarounds, performing maintenance, alterations, enlargements, or connections to machinery, facilities, or lines of pipe (whether owned, leased or rented), or similar activities that limit either Carrier’s or Shipper’s ability to perform hereunder.
- e) If, during any Contract Year of the Commitment Period, Shipper’s ability to deliver Demethanized Mix to Carrier for transport is reduced or suspended due to an event of Force Majeure, such Contract Year shall be extended by the number of days that Shipper was unable to fully perform due to such Force Majeure event. If there is a Contract Year remaining in the Commitment Period after such extended Contract Year, such subsequent Contract Year shall not commence until the extended Contract Year

has ended. The Commitment Period shall be extended by the same number of days each extended Contract Year of the Commitment Period has been extended pursuant to this section e).

- f) If, during the Commitment Period, Shipper transports more volume than the Commitment Volume during a single Contract Year, any volume above the Commitment Volume for that Contract Year will be carried forward and applied against any deficiency in future Contract Year(s). Any volumes in excess of the Committed Volumes not used to satisfy a future deficiency shall be used to decrease the Contract Commitment Volume; however any Commitment Deficiency Payment, as that term is defined in subpart (g) below, shall not be reimbursed. After the Commitment Period, no minimum transport volume each Contract Year shall be required. For purposes of this section f), "Contract Commitment Volume" means the total amount of volumes that a Shipper agrees to ship during the Commitment Period.
- g) If, during any Contract Year of the Commitment Period, Shipper fails to transport the Commitment Volume and there are no unused carry forward volumes transported during previous Contract Year(s), then Shipper shall be required to pay Carrier an amount equal to the difference between (i) the applicable Commitment Volume multiplied by the rate per barrel then in effect as presented in Item No. 100 2014 Volume Incentive Program and (ii) the volume of Demethanized Mix actually transported by Shipper during such Contract Year multiplied by the rate per barrel then in effect as presented in Item No. 100 2014 Volume Incentive Program (the "Commitment Deficiency Payment") subject to Item No. 55 - Payment of Carrier Charges.
- h) The term of the 2014 Volume Incentive Program shall be as set forth in the Shipper's 2014 Volume Incentive Program Transportation Agreement and, unless terminated earlier under the provisions under the 2014 Volume Incentive Program Transportation Agreement, shall continue in full force and effect until November 18, 2023 and shall automatically renew for an additional five (5) years unless either Shipper or Carrier gives the other party written notice of termination at least two (2) years prior to November 18, 2023.
- i) The 2014 Volume Incentive Program rates are subject to the F.E.R.C. Indexing Methodology or its successor wherein the incentive rate will be established at a level at or below the base rate as allowed in the Shipper's 2014 Volume Incentive Transportation Agreement.
- j) During the term of the 2014 Volume Incentive Program and for a period of two years thereafter, Carrier shall have the right to audit the books and records of any Shipper to ascertain whether all requirements have been fully complied with. Said audit rights shall be limited to a maximum of one audit during any two-year period.

ITEM NO. 100 – RATES APPLICABLE TO TRANSPORTATION OF PRODUCT

(in cents per barrel)

ORIGIN	DESTINATION – Bushton, Kansas Fractionator	DESTINATION – Conway, Kansas Fractionator
Main Line	[I] 476.43	[I] 476.43
DJ Lateral	[I] 323.02	[I] 323.02
Piceance Lateral	[I] 618.19	[I] 618.19

Note: Wattenberg Injection Fee may apply on DJ Lateral. See Item No. 91 for application

PRODUCT DEDICATION AND VOLUME MINIMUM INCENTIVE PROGRAM RATES – DEMETHANIZED MIX

See Item No. 96 for application
(in cents per barrel)

ORIGIN	DESTINATION – Bushton, Kansas Fractionator	DESTINATION – Conway, Kansas Fractionator
Main Line	[U] 193.97	[U] 193.97
DJ Lateral	[U] 235.81	[U] 235.81
Piceance Lateral	[U] 294.55	[U] 294.55

Note: Wattenberg Injection Fee may apply on DJ Lateral. See Item No. 91 for application

PRODUCT DEDICATION INCENTIVE PROGRAM – DEMETHANIZED MIX

See Item No. 97 for application
(in cents per barrel)

ORIGIN	DESTINATION – Bushton, Kansas Fractionator	DESTINATION – Conway, Kansas Fractionator
Main Line	[U] 193.97	[U] 193.97
Piceance Lateral	[U] 294.55	[U] 294.55

DJ LATERAL PLANT DEDICATION AND VOLUME MINIMUM INCENTIVE RATES

See Item No. 98 for application
(in cents per barrel)

ORIGIN	DESTINATION – Bushton, Kansas Fractionator	DESTINATION – Conway, Kansas Fractionator
DJ Lateral	[U] 235.81	[U] 235.81

Note: Wattenberg Injection Fee may apply on DJ Lateral. See Item No. 91 for application

2014 VOLUME INCENTIVE PROGRAM – DEMETHANIZED MIX

See Item No. 99 for application
(in cents per barrel)

Origin	Destination	Commitment Level (Notes 1, 2 & 3)	Rate
Main Line	Bushton, Kansas Fractionator Conway, Kansas Fractionator	Level 1	[U] 195.95
		Level 2	[U] 241.68
		Level 3	[U] 287.40
DJ Lateral	Bushton, Kansas Fractionator Conway, Kansas Fractionator	Level 1	[U] 234.05
		Level 2	[U] 269.98
		Level 3	[U] 283.04
Piceance Lateral	Bushton, Kansas Fractionator Conway, Kansas Fractionator	Level 1	[U] 342.92
		Level 2	[U] 388.64
		Level 3	[U] 434.36

Notes Applicable to Volume Incentive Program Rates:

1. In order to qualify for the Level 1 Commitment Level, a Shipper must have entered into a 2014 Volume Incentive Program Transportation Agreement with Carrier that has a Volume Commitment of 21,900,000 barrels for each Contract Year and a term of at least five years.
2. In order to qualify for the Level 2 Commitment Level, a Shipper must have entered into a 2014 Volume Incentive Program Transportation Agreement with Carrier that has a Volume Commitment of 10,980,000 barrels for each Contract Year and a term of at least five years.
3. In order to qualify for the Level 3 Commitment Level, a Shipper must have entered into a 2014 Volume Incentive Program Transportation Agreement with Carrier that has a Volume Commitment of 3,650,000 barrels for each Contract Year and a term of at least five years.