

MID-AMERICA PIPELINE COMPANY, LLC

(Rocky Mountain/Four Corners System)

In Connection with Seminole Pipeline Company LLC

Local, Joint and Incentive Pipeline Tariff

Containing

RATES, RULES AND REGULATIONS

Applying on the Interstate Transportation of

Natural Gas Liquids

Transported by Pipeline

From and To Points Named Herein

Issued under the authority of 18 CFR §342.3 (Indexing) and 342.4(c) (Settlement Rates).

Rates herein are governed, except as provided herein, by General Rules and Regulations provided in
F.E.R.C. No. 74.10.0, reissues thereof.

Reference F.E.R.C. 75.12.0, reissues thereof, for plant names and group numbers.

The rates in this tariff are expressed in cents per barrel of 42 U.S. Gallons and are subject to change as provided by law.

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

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ISSUED AND COMPILED BY:

Steve Miao
1100 Louisiana Street
Houston, TX 77002-5227
713-381-4778

EXCEPTIONS TO F.E.R.C. No. 74.10.0 (ITEMS 5 THROUGH 180)

For the purposes of this tariff the following rules will apply in addition to those found in MAPL's F.E.R.C. No. 74.10.0, reissues thereof.

ITEM 5 DEFINITIONS

"Allocation Month" means any month in which Carrier determines that the aggregate volume of Demethanized Mix Nominated by all Shippers for receipt into or delivery from the pipeline exceeds the Capacity for such month.

"Base Volumes" means the volume of Demethanized Mix previously dedicated to Carrier by a Committed Shipper as determined in accordance with Section 2.3.1 of the TSA of such Committed Shipper.

"Capacity" means the maximum throughput volume of the pipeline for an Allocation Month under then current operating conditions as determined by the Carrier.

"Carrier" shall mean Mid-America Pipeline Company, LLC (MAPL), and Seminole Pipeline Company LLC (Seminole), a Delaware Corporation.

"Committed Shipper" means any Shipper that has committed to ship, or pay for, a specified volume of Demethanized Mix pursuant to a TSA with Carrier on the pipeline, after the Open Season Expansion Capacity is available for service.

"Committed Shipper Nomination" means the nomination by a Committed Shipper for shipment of Demethanized Mix in an amount equal to all or less than its Volume Commitment.

"Committed Volume Capacity" means the total of the Volume Commitments of all Committed Shippers.

"Local Sales" shall mean demethanized mix sold within Group 100 for fractionation within Group 100, or components extracted from Group 100 demethanized mix through fractionation at fractionation facilities within Group 100.

"Monthly Deficiency Payment" means payments to be made to Carrier by a Committed Shipper as determined in accordance with Section 4.1.2 of the TSA of such Committed Shipper.

"Natural Gas Liquids" shall mean demethanized mix, ethane-propane mix and propane meeting Product Deliverability Requirements (F.E.R.C. No. 74.10.0).

"Open Season Expansion Capacity" means the modification to the existing facilities of the pipeline that results in up to 85,000 barrels per day (bpd) of increased capacity.

"TSA" means a Transportation Service Agreement executed by a Committed Shipper and Carrier pursuant to the open season that commenced on March 29, 2011.

"Volume Commitment" means with respect to a Committed Shipper, the volume of Demethanized Mix per day that such Shipper has committed to nominate and tender to Carrier in accordance with Section 2.2.1 of the TSA of such Committed Shipper.

ITEM 11 COMMITTED SHIPPER NOMINATIONS

In the event that a Committed Shipper fails to nominate and/or tender in any given month a volume of Demethanized Mix (in excess of its Base Volumes) that is at least equal to the Volume Commitment of such Committed Shipper during the term of its TSA, it shall pay to Carrier the Monthly Deficiency Payment of such Committed Shipper for such month, in accordance with the TSA. Additionally, Carrier shall be entitled to use the unutilized capacity of the Open Season Expansion Capacity to accommodate volumes nominated by other Shippers without any reduction in the Monthly Deficiency Payment payable by a Committed Shipper.

Whether the nominations and tenders of a Committed Shipper satisfy the Volume Commitment of such Committed Shipper will be assessed by Carrier.

ITEM 20 MINIMUM SHIPMENT

Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline in a shipment of 100,000 Barrels or more of the same quality and specifications for all Products.

Carrier may elect to accept a shipment of less than 100,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 100,000 Barrels of the same specifications at Hobbs-Gaines

from the same or other Shippers. Carrier will specify the quantity to be delivered to Carrier in one continuous movement from a single origin.

ITEM 100 ALLOCATION

In the event Shipper's total requirements are greater than can be currently handled by Carrier, Carrier shall prorate available capacity so as to avoid discrimination among Shippers. (See Item 128.)

ITEM 110 ROUTING INSTRUCTIONS

Rates to Group 950 destinations apply via MAPL to Hobbs-Gaines, thence routes made by the use of Seminole to the requested destination. All other rates apply via MAPL.

ITEM 128 ALLOCATION OF DEMETHANIZED MIX

The capacity available to transport demethanized mix from Plants in Group 100 through Group 110 to the Seminole origin in Group 120 prior to completion of 1999 Rocky Mountain Pipeline expansion activities shall be deemed "Base Capacity." Capacity above the Base Capacity level to transport demethanized mix from Plants in Group 100 through Group 110 to the Seminole origin in Group 120 shall be deemed "Expansion Capacity."

Base Capacity Allocation – When there is offered to Carrier product quantities greater than can be transported on demethanized mix system Base Capacity from Plants in Group 100 through Group 110 to the Seminole origin in Group 120, Carrier shall allocate Base Capacity.

Allocation of Base Capacity will be based on each Shipper's Historical Volume. The Shipper's Historical Volume is the total receipts from the Shipper during the first twelve (12) calendar months following a date thirteen (13) calendar months prior to the first day of the calendar month during which Base Capacity will be allocated.

Allocation rights will be given as a daily average. Unused allocation will be allocated among the Shippers at those locations where allocation is required.

Shippers without historical volume, or Shippers which have less than five hundred (500) barrels per day of allocation from a Plant, are designated "New Shippers". Each New Shipper will be allocated five hundred (500) barrels per day capacity until the total barrels received by all New Shippers reaches a maximum of ten percent (10%) of the Base Capacity. If the total aggregate volume from this class of Shipper exceeds ten percent (10%) of the Base Capacity of the pipeline, each New Shipper will receive an equal portion of the ten percent (10%) capacity.

Expansion Capacity Allocation – When there is offered to Carrier product quantities to be transported on the demethanized mix system in excess of the Base Capacity allocated volumes from Plants in Group 100 through Group 110 to the Seminole origin in Group 120 that is also in excess of the Expansion Capacity, Carrier shall allocate the Expansion Capacity.

Eighty percent (80%) of the Expansion Capacity shall be allocated among Shippers who executed a written dedication agreement with the Carrier for the Incentive Program detailed in Item 300 until February 1, 2007 and Item 330 thereafter. The remaining twenty-percent (20%) of the Expansion Capacity shall be allocated using the same procedures outlined above for Base Capacity allocation.

Open Season Expansion Capacity Allocation – The up to 85,000 bpd of increased capacity that resulted from the Open Season Expansion shall be deemed "Open Season Expansion Capacity." Under normal operating conditions, in the event Shippers' total requirements are greater than can be currently handled by Carrier, each Committed Shipper will first be allocated its Committed Shipper Nomination to Hobbs-Gaines, and any remaining pipeline capacity shall be allocated using the same procedures outlined above for Expansion Capacity allocation and for Base Capacity allocation; provided that if the sum of all volumes allocated to Committed Shippers under this Item 128 exceeds the currently available capacity, the allocated volumes of such Committed Shippers will be reduced pro rata based on their respective Volume Commitments.

ITEM 133 PRODUCT STOPPED IN TRANSIT FOR SEPARATION WITHIN GROUP 100

Upon written notice by Shipper, demethanized mix originating in Group 100 may be stopped in transit within Group 100 for the purpose of separation into specific Products (fractionation) and one or more of the components reshipped under Carrier's applicable tariffs.

The full tariff rate from the first origin to the destination for fractionation will be collected when the demethanized mix is delivered for separation. On demethanized mix components reshipped, Carrier will bill Shipper the rate from the fractionation origin to final destination on the date of delivery to final destination. On the ethane component reshipped during any Month, Shipper may file for a refund of the amount paid for the initial movement for fractionation during that Month for ethane component.

Shipper shall keep complete and accurate records showing the volume of ethane component separated from each shipment and the volume offered to Carrier for reshipment. Shipper shall indicate the remaining balance of ethane component on hand at transit point. If Carrier does not reship the volumes of ethane component from the original shipment within the Month of delivery, such volumes must be cancelled from Shipper's transit balance. Shipper shall permit inspection of such records by an authorized agent of the Carrier and aid in the maintenance of related documents necessary to the efficient supervision of such transit traffic.

Custody of the Product while in Shipper's facilities shall be that of the Shipper, consignee, or owner, and not that of the Carrier. It being impractical to maintain identity of Products stopped in transit for separation, substitution of identical separated Products for reshipment shall be permitted. Not more than one stop for separation in transit shall be authorized, and the transit period shall not exceed the Month of delivery to Yellow Creek.

ITEM 180 PARTICIPATING CARRIERS

Seminole Pipeline Company LLC

RATES
(In Cents per Barrel)
[I] Increase. All rates on this page are increased.

ITEM 200 APPLICATION OF GENERAL COMMODITY RATES

The rates in Item 210 apply from and to points named therein.

ITEM 210 DEMETHANIZED MIX

ORIGIN	DESTINATION		
GROUP NO.	GROUPS 115, 120 and WEST TEXAS PIPELINE HOBBS ⁽²⁾	GROUP 950 ^{(3) (4)}	GROUP 140 ^{(1) (2)}
Group 100	719.27	916.87	856.97
Group 101	588.98	786.58	734.59
Group 102	543.28	740.88	691.30
Group 104	430.89	628.49	586.65
Group 105	357.19	502.55	535.66
Group 110	263.09	460.69	443.86

(1) Carrier's pipelines between Conway, Kansas and Hobbs, Texas facilities will generally accommodate only southbound movements. Tenders for shipments of Product from origins in Group Numbers 100 through 135 to any destination north of Hobbs, Texas facilities will be accepted by Carrier only when, in Carrier's sole judgment, operating conditions will permit.

(2) Denotes local rates.

(3) Denotes joint rates.

(4) Includes all Group 950 plants except for Clemens, Stratton Ridge Amoco and Stratton Ridge Dow.

ORIGIN	ST	DESTINATION	ST	RATE ⁽²⁾
Anschutz East	WY	Yellow Creek	UT	66.33
Echo Springs Red Desert Wamsutter	WY	Patrick Draw	WY	133.93

ITEM 330 INCENTIVE PROGRAM - DEMETHANIZED MIX

Subject to the provisions of this incentive program, the rates published in Item 330 of this tariff will be charged to Shippers transporting demethanized mix from the named origins to the named destinations that is the subject of an executed written commitment ("Dedication Agreement") discussed below.

All of the following provisions must be satisfied for a shipper to qualify for the Incentive Rates published in this Item.

- a) Demethanized mix being transported must be the subject of a written commitment (Dedication Agreement) with Carrier, where Shipper agrees to ship all Owned and/or Controlled Product, excluding Local Sales, from all the origin groups indicated in Item 330, on either MAPL Rocky Mountain and Seminole or MAPL Rocky Mountain, MAPL Central, and TEP for a period of at least ten (10) years but not more than twenty (20) years ("Dedication Period"). "Owned and/or Controlled Product" shall mean product for which Shipper has title to and the contractual right to sell and otherwise direct the disposition thereof.
- b) Only Shippers (i) that have executed such a Dedication Agreement with Carrier or (ii) whose product comes from a plant that is the subject of such a Dedication Agreement between Carrier and the operator of that plant, may qualify for the Incentive Rates.
- c) If all Owned and/or Controlled Product subject to the above Dedication Agreement is not shipped on either the MAPL Rocky Mountain and Seminole route or the MAPL Rocky Mountain, MAPL Central, and TEP during the Dedication Period and is not otherwise excused by the circumstances described in (g) below then a reversion payment will be owed on all barrels shipped during the Dedication Period.
 - (i) The reversion payment shall equal the difference between the Incentive Rate actually charged and the General Commodity rate for the period of time the barrels were shipped.
 - (ii) The reversion payment will include interest from the time the barrels were shipped to the time payment is made. The interest rate shall be computed in accordance with 18 CFR §340.1(c)(2).
- d) If at the end of each Contract Year, defined as a twelve month period beginning with the effective date of the Dedication Agreement, all Owned and/or Controlled Product (excluding Local Sales), subject to the Dedication Agreement, greater than seven (7) days plant production (based on the average daily shipments for the prior 12 months) is not shipped on either MAPL Rocky Mountain and Seminole or MAPL Rocky Mountain, MAPL Central, and TEP, an Advance will be calculated equal to the average daily throughput, for the period between the effective date of the dedication and the date required dedicated product failed to ship on the pipelines, multiplied by the remaining life (days) of the Dedication Period, multiplied by the maximum Incentive Rate. This Advance will be spread over the remaining life of the Dedication and invoiced annually each year for the remaining life of the Dedication and any subsequent extensions thereof. Payment will be due within 30 days of invoicing by Carrier. The Advance shall be treated as advance payment for transportation under Item 210 (if applicable) of this tariff for the remaining term of the dedication. If Advance balance reaches zero prior to the end of any Contract Year, all subsequent transportation shall be made at the General Commodity rate specified in Item 210 (if applicable) of this tariff. Any Advance balance remaining at the end of any Contract Year shall be forfeited to Carrier.
- e) Carrier may increase the Incentive Rates from Groups 100-102 to reflect any increase allowed by the then current F.E.R.C. Indexing Methodology or its subsequent replacement. Other rates may be changed according to then current F.E.R.C. rules and regulations.
- f) Notwithstanding Paragraph (e) above, the Incentive Rates will not be increased above the F.E.R.C. allowed ceiling level for non-incentive general commodity rates.
- g) If Owned and/or Controlled Product subject to the Dedication Agreement is not transported on either MAPL Rocky Mountain and Seminole or MAPL Rocky Mountain, MAPL Central, and TEP during the Dedication Period and that failure to transport is the direct result of Carrier's inability to provide service, the obligation of a Shipper under the Dedication Agreement to transport using these pipeline system routes will be waived only for the time and volume for which Carrier was unable to provide service. Carrier must be notified in writing within ten (10) working days of Shipper's assertion that Carrier was unable to provide service. If any MAPL Rocky Mountain origin is allocated during the Dedication Period due the inability of either the (i) MAPL Rocky Mountain and Seminole pipeline route, or (ii) MAPL Rocky Mountain, MAPL Central, and TEP route to transport the volumes nominated, alternative transportation may be used for volumes above the allocated volume and only during the time period the origin is on allocation.
- h) In the event Shipper or Carrier experiences Force Majeure that delays delivery of Product to Carrier at point of origin, Carrier may, at its sole discretion, upon written notification of circumstances from Shipper, extend the term of the written commitment for such period of Force Majeure, however, in no event shall such extension, individually or cumulatively, exceed a total of thirty (30) days over the initial Commitment Period.
- i) While the Dedication Agreement is in force and for a period of at least two years thereafter, Carrier shall have the right to audit the books and records of any Shipper or plant operator using the rates in Item 330 to ascertain whether that the terms of this Incentive Program have been fully complied with. Said audit rights shall be limited to a maximum of one audit during any two-year period.

RATES
(In Cents per Barrel)
[I] Increase. All rates on this page are increased.

ITEM 330 INCENTIVE PROGRAM - DEMETHANIZED MIX (Continued)

ORIGIN	DESTINATION – Hobbs ⁽¹⁾⁽²⁾		DESTINATION – Group 950 ⁽³⁾⁽⁴⁾	
	Ethane Component of Demethanized Mix	Remaining Components of Demethanized Mix	Ethane Component of Demethanized Mix	Remaining Components of Demethanized Mix
Group 100	454.69	455.97	674.41	675.70
Group 101	454.69	455.97	674.41	675.70
Group 102	454.69	455.97	674.41	675.70

ORIGIN	DESTINATION – Hobbs ⁽¹⁾⁽²⁾	DESTINATION – Group 950 ⁽³⁾⁽⁴⁾
	Demethanized Mix	
Group 104	353.60	573.30
Group 105	305.46	502.07
Group 110	202.61	422.33

(1) Rates are applicable to components of demethanized mix that are transported via MAPL Rocky Mountain from the named origins and are delivered (i) for fractionation at Hobbs, Texas, with the components then redelivered to Carrier for subsequent transportation to the named destinations, or (ii) to Hobbs, Texas for subsequent transportation to the named destinations, Texas via the Seminole pipeline or the MAPL Central and TEP pipelines.

(2) Denotes local rates.

(3) Denotes joint rates.

(4) Includes all Group 950 plants except for Clemens, Stratton Ridge Amoco and Stratton Ridge Dow.

RATES
(In Cents per Barrel)
[I] Increase. All rates on this page are increased.

ITEM 350 COMMITTED SHIPPER DEMETHANIZED MIX

ORIGIN	DESTINATION	
GROUP NO.	HOBBS GAINES ⁽²⁾	GROUP 950 ⁽³⁾⁽⁴⁾
Group 100	802.06 ⁽¹⁾	917.62 ⁽¹⁾
Group 101		
Group 102		

(1) Rates published under this item are available only to any Committed Shipper who has executed a TSA.

(2) Denotes local rates. Hobbs Gaines is a Group 120 origin.

(3) Denotes joint rates.

(4) Includes all Group 950 plants except for Clemens, Stratton Ridge Amoco and Stratton Ridge Dow.

ABBREVIATIONS AND REFERENCE MARKS

CFR	Code of Federal Regulations
F.E.R.C.	Federal Energy Regulatory Commission
MAPL	Mid-America Pipeline Company, LLC
No.	Number
ST	U. S. Postal Two-Letter State Abbreviation
TEP	Texas Express Pipeline LLC
§	Section
[I]	Increase
[U]	Unchanged rate