MID-AMERICA PIPELINE COMPANY, LLC

LOCAL AND INCENTIVE PIPELINE TARIFF

Containing

RATES, RULES AND REGULATIONS

Applying On the Intrastate Transportation of

NATURAL GAS LIQUIDS

Transported by Pipeline

From and To Points Named Herein

Issued under authority of the Kansas Corporation Commission

Reference F.E.R.C. No. [W]75-8075.10.0, 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, also to the Rules and Regulations published herein, supplements hereto and reissues hereof

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

| ISSUED MAY 13, 2019 | EFFECTIVE DATE: JULY 1, 2019* |

* or the date of issuance of the Kansas Corporation Commission's Final Order approving the requested tariff change(s)/rate(s) pursuant to K.S.A. 66-117(d), whichever date is later.

ISSUED AND COMPILED BY.

Steve Miao
1100 Louisiana Street
Houston, Texas 77002 – 5227
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19-MADP-466-TAR
Approved PR
Kansas Corporation Commission
July 30, 2019
/s/ Lynn Retz
GENERAL APPLICATION

The General Rules and Regulations and the Rates published herein apply in their entirety to the services covered by this tariff, that is, to the intrastate transportation of Product from the origins to the destinations named herein.

GENERAL RULES AND REGULATIONS

ITEM 5 DEFINITIONS

"Barrel" shall mean forty-two (42) United States gallons of 231 cubic inches of sixty degrees Fahrenheit (60°F) and equilibrium vapor pressure.

"Carrier" shall mean Mid-America Pipeline Company, LLC

"Customer Information Solution" (CIS) shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier's pipelines and facilities.

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

"Demethanized Mix" shall mean a mixture of any or all of the following components: ethane, propane, isobutane, normal butane, and natural gasoline.

"Estream" shall mean the integrated business operating system utilized by Carrier for the coordination of all business conducted on Carrier's pipelines and facilities.

"Group" shall mean two or more origin or destination points in similar localities identified by a group number.

"Interface" shall mean the mixture occurring in pipeline operations between adjoining batches having similar or dissimilar physical characteristics.

"Natural Gas Liquids" (Product) shall mean demethanized mix, ethane-propane mix, propane, normal butane, natural gasoline, isobutane, butane mix, naphtha and all purity mixtures thereof meeting specifications issued by Carrier.

"Mixed Product" shall mean demethanized mix, ethane-propane mix, and butane mix meeting specifications issued by Carrier.

"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.

"Naphtha" shall mean treated reformer feedstock.

"Nomination" shall mean an offer by a Shipper to Carrier of a stated quantity of Product for transportation from a specified origin(s) to a specified destination(s) pursuant to the terms of this tariff.

"Purity Product" shall mean isobutane, natural gasoline, normal butane, and propane meeting specifications issued by Carrier.

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

"Week" shall mean the one hundred sixty-eight (168) hours between 7:00 a.m. Monday and 7:00 a.m. the following Monday.

ITEM 10 SCHEDULING OF RECEIPT

Shippers desiring to originate Product shall furnish a nomination via [W]CISEstream no later than the 15th calendar Day of the preceding month in which the Shipper desires transportation.

A nomination shall specify the origins and destinations of the Product offered to Carrier. If Shipper does not furnish such nomination, Carrier will be under no obligation to accept such Product for transportation.

Product will be accepted for transportation, subject to items contained herein, at such time and in such quantity as scheduled by Carrier.

Carrier will transport and deliver Product with reasonable diligence and dispatch considering the quantity, distance of transportation, safety of operations, and other material factors, but will accept no Product to be transported in time for any particular market. Enhanced facilities or services may be requested by a Shipper and may be provided for a Piepipe Contract in accordance with Item 85.
ITEM 15 PRODUCT DELIVERABILITY REQUIREMENTS

Carrier reserves the right to refuse to accept any Product for transportation which does not meet Carrier's Product specifications (which specifications are available upon request) or which is not good merchantable Product readily acceptable for transportation through Carrier's existing facilities.

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 does not meet Carrier's Product specifications or which is not good merchantable Product as set forth above, Carrier reserves the right to treat or otherwise dispose of all such Product in any reasonable commercial manner at Shippers sole expense. Carrier reserves the right to collect its actual treating and handling charges plus an additional [U]104 cents per Barrel penalty charge.

ITEM 20 MINIMUM SHIPMENT

A shipment of 5,000 Barrels or more of the same quality and specifications shall be required on all Products. Carrier may elect to accept a shipment of less than 5,000 Barrels of Product of the same required specifications for transportation subject to delay until Carrier has accumulated 5,000 Barrels of the same specifications from the same or other Shippers.

Product shall be offered for transportation in quantities, which can be received into Carrier's pipeline. Carrier will specify the quantity to be delivered to Carrier from a single origin. Shipper will be subject to linefill requirements of up to 10 days receipts.

For Naphtha transportation, a shipment of 15,000 Barrels or more on Mid-America Pipeline Company, LLC of the same quality and specifications shall be required for each Product shipment. Carrier shall have the right to accept shipments of less than the required quantities of Product of the same required specifications for transportation subject to delay until Carrier has accumulated the required quantities of Product of the same specifications at the same holding facility from the same or other Shippers.

ITEM 25 APPLICATION OF RATES

Carrier shall assess transportation and all other lawful charges accruing on Product accepted for transportation at the rate in effect at date Product is delivered to destination. Carrier will invoice Ship 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.

ITEM 30 ORIGIN AND DESTINATION FACILITIES

Carrier shall accept product only when Shipper has provided necessary 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.

ITEM 40 MEASUREMENT

Except as otherwise provided, Carrier shall make no charge for metering Product upon receipt and delivery. Observed volumes of Purity Product at operating pressures and temperatures shall be corrected to net volume at 60°F and equilibrium vapor pressure.

Observed volumes of Mixed Product shall be corrected to net component volumes at 60°F and equilibrium vapor pressure by the use of flowing mass, a component analysis of a sample accumulated from the flowing stream, and component densities from the latest GPA 2145 Standard.

ITEM 43 COMPONENT BALANCING

Shipper shall be responsible for bringing into balance on a monthly basis any accumulated component volume differences resulting from the receipt, transportation, and delivery of commingled demethanized mix.
ITEM 45 IDENTITY OF SHIPMENTS

Carner may commingle Product received from the origins shown herein and deliver Product of the same specifications as the Product tendered Carner reserves the right at any time to substitute

ITEM 55 DEMURRAGE

Shipper shall remove Product, or cause Product to be removed, from Carner'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 Carner's facilities, and/or threatens or causes congestion at Carner's terminals, Carner shall have the right, but not the obligation, 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 Carner 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 Carner.

In the event failure to remove product from Carner's facilities prevents delivery of succeeding shipments for more than 12 hours in any 24-hour period, Shipper will pay demurrage of 56 cents per barrel of system linefill for each day delivery of succeeding shipments is prevented.

ITEM 60 PAYMENT OF CARRIER CHARGES

The Shipper or consignee shall pay all transportation and other lawful charges accruing on Product delivered to and accepted by Carner for shipment and, if required, shall pay the same before delivery at destination Carner shall have a lien on all Product in its possession belonging to Shipper or consignee to secure the payment of any and all unpaid transportation, or any lawful charges that are due Carner, that are unpaid by Shipper or consignee, and may withhold such Product from delivery until all unpaid charges have been paid. If said charges remain unpaid ten (10) days after final notice and demand therefore, Carner shall have the right, through an Agent, to sell such Product 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 Product to be sold. At said sale, Carner shall have the right to bid, and if the highest bidder, to become the purchaser From the proceeds of said sale, Carner 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.

ITEM 65 ACCEPTANCE FREE FROM LIENS AND CHARGES

Carner may refuse any shipment for transportation, which may be encumbered by a lien or charge of any kind, or which may be involved in litigation or the ownership thereof may be in dispute When any Product so encumbered or subject to litigation or dispute is tendered for transportation, Carner may require of Shipper satisfactory evidence of his perfect and unencumbered title or satisfactory indemnity bond to protect Carner against any or all loss.

ITEM 70 LIABILITY OF CARRIER

Carner shall not be liable for any delay in delivery or for any loss of Product caused by an act of God, public enemy, quarantine, authority of law, strikes, riots, fire, floods, or by act of default of consignor or consignee, or resulting from any other cause not due to the negligence of Carner, whether similar or dissimilar to the causes herein enumerated Any such loss shall be apportioned by Carner 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 involved 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 Carner shall prepare and submit a statement to Shippers and consignees showing the apportionment of any such loss.

The Carner operates under the tariff solely as a common carrier and not as an owner, manufacturer, or seller of the Product transported or stored hereunder, and Carner expressly disclaims any liability for any expressed or implied warranty for Products transported or stored hereunder including any warranties of merchantability or fitness for intended use.

19 MAPI 466 FAR Approved PR
Kansas Corporation Commission July 30, 2019
/s/ Lynn Retz
ITEM 75 CLAIMS - 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 (9) months after a reasonable time for delivery has elapsed. 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 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.

ITEM 80 SCHEDULING OF DELIVERY

When Shippers request delivery from the pipeline to the requested destination of a volume of Product greater than can be immediately delivered, Carrier shall schedule delivery. Carrier shall not be liable for any delay in delivery resulting from such scheduling of delivery.

ITEM 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 90 APPLICATION OF RATES FROM INTERMEDIATE POINTS

For Product accepted for transportation from any point on Carrier’s pipeline not named in this tariff, which is an intermediate point from which rates are published herein, through such unnamed point, Carrier will apply from such unnamed point the rate published herein from the next more distant point specified in the tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 95 APPLICATION OF RATES TO INTERMEDIATE POINTS

For Product accepted for transportation to any point on Carrier’s pipeline named in this tariff, which is intermediate to a point to which rates are published herein, through such unnamed point, Carrier will apply to such unnamed point the rate published herein to the next more distant point specified in this tariff. If service is to be used on a continuous basis for more than 30 days, Carrier will file a tariff applicable to the transportation movement.

ITEM 100 ALLOCATION

In the event Shippers’ total requirements are greater than can be currently handled by Carrier, Carrier shall prorate available capacity so as to avoid discrimination.

ITEM 110 ROUTING INSTRUCTIONS

All rates apply via Mid-America Pipeline Company, LLC.

ITEM 120 TRANSPORTATION INVENTORY

Quantities of Product received into Carrier’s custody for transportation to Shipper’s nominated destination will constitute Shipper’s Transportation Inventory prior to delivery. If Product cannot be accepted by the nominated destination through no fault of Carrier, undelivered quantities will be returned to Shipper’s Holding (storage) inventory.

ITEM 145 INTERFACE

Shippers shall accept and be responsible for handling of any interface generated within or between Products.

19-MADP-466 TAR
Approved PR
Kansas Corporation Commission
July 30, 2019
/s/ Lynn Retz
ITEM 200 APPLICATION OF GENERAL COMMODITY RATES

Reference Item No. 210-270 for general commodity rates that apply from and to points named in this tariff.

* Rates are charged upon delivery to nomination destination

ITEM 210 DEMETHANIZED MIX

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<th>DESTINATION</th>
<th>RATE</th>
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ITEM 220 ETHANE-PROPANE MIX

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ITEM 230 PROPANE

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ITEM 240 NORMAL BUTANE

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<th>ITEM 270 REFINERY GRADE BUTANE</th>
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<td>DESTINATION</td>
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<td>Conway Oneok Storage</td>
<td>El Dorado Frontier</td>
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<td>Group 140</td>
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<td>Conway Holding</td>
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<td>Group 140</td>
</tr>
<tr>
<td>Conway Holding</td>
<td>El Dorado Frontier</td>
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ITEM 310 INCENTIVE RATE PROGRAM – DEMETHANIZED MIX

The following incentive rates are available to Shippers executing a contract for a minimum annual transportation volume (Contract Volume) to be transported from the origins to the destinations listed in this item from the initiation of the contract through December 31, 2020.

Under provisions of this Incentive Rate Program, the Contract Volume is defined as 2,920,000 barrels of Qualifying Product for each Annual Period. Qualifying Product, as used in this item and any related contract, shall be Demethanized Mix as defined in Item 5 Definitions.

The Annual Period will consist of 12 consecutive months, beginning at the effective date of the contract and continuing through December 31, 2020. If the final Annual Period consists of less than 12 months, the Contract Volume for the final Annual Period will be prorated for the number of months comprising the final Annual Period.

If Shipper Volumes during any Annual Period after January 1, 2011 are not equal to or greater than the Contracted Volume, Carrier will invoice the Shipper the deficient volume times the tariff rate for the initial 2,920,000 barrels shown below. Shipper shall make payment for the deficient revenue within 10 days of presentation of the invoice by Carrier.

<table>
<thead>
<tr>
<th>ORIGIN</th>
<th>DESTINATION</th>
<th>ANNUAL VOLUME INCENTIVE LEVELS (Barrels)</th>
<th>RATE (Cents per Barrel)</th>
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<tr>
<td>Bushton</td>
<td>Conway Frac</td>
<td>0 - 3,285,000</td>
<td>41.76</td>
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<td>Above 3,285,000</td>
<td>27.28</td>
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ITEM 320 INCENTIVE RATE PROGRAM – ETHANE-PROPANE MIX, PROpane, Normal BUTANE, IsOBUTANE, Natural Gasoline, and Refinery Grade BUTANE

The following incentive rates are available to Shippers transporting the minimum volume on the routes listed in this item for Ethane-Propane Mix, Propylene, Normal Butane, Isobutane, Natural Gasoline, and Refinery Grade Butane. The minimum volume is calculated based on the combined amount transported under Items 220, 230, 240, 245, 250 and 270 from the Origins of Hutchison EPOLP or Hutchison Oneok to the Conway Holding or Group 140 Destinations during the previous calendar year, beginning January 1 and ending December 31. Shipper agrees that the incentive rates shall not be brokered.

Shipments that apply to the above described Volume Incentive Rate program may not include products that are acquired from a third party prior to movement on Carrier and subsequently reacquired by the same third party after movement on Carrier where such actions are taken for the primary purpose of gaining eligibility for the Volume Incentive Rate. In the event a Shipper takes such actions primarily to circumvent the rate structure intended herein, such shipper shall be disqualified from this Item 320 Incentive Rate Program from the date brokering occurred forward.

In the event that Carrier is unable to transport the volume nominated and accepted in any calendar year, such volume shall be added to the volume actually moved for the purpose of determining such Shipper's qualification for this incentive program.

<table>
<thead>
<tr>
<th>ORIGIN</th>
<th>DESTINATION</th>
<th>MINIMUM VOLUME TRANSPORTED (Barrels) (Previous Calendar Year)*</th>
<th>RATE (Cents per Barrel)</th>
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<tbody>
<tr>
<td>Hutchinson EPOLP</td>
<td>Group 140 or Conway Holding</td>
<td>1,500,000</td>
<td>34.22</td>
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<tr>
<td>Hutchinson Oneok</td>
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</tbody>
</table>

* Shall include volumes under FERC No [W]77-22 077-23.0 Item 320 and reissues thereof.

19-MAPL 466 TAR
Approved
Kansas Corporation Commission
July 30, 2019
/s/ Lynn Rezz
ITEM 330 INCENTIVE RATE PROGRAM- ETHANE-PROPANE MIX, PROPANE, NORMAL BUTANE, ISOBUTANE, NATURAL GASOLINE, AND REFINERY GRADE BUTANE

The following incentive rates are available to Shippers transporting the minimum volume on the routes listed in this item for Ethane-Propane Mix, Propane, Normal Butane, Isobutane, Natural Gasoline, and Refinery Grade Butane. The minimum volume is calculated based on the combined amount transported under Items 220, 230, 240, 245, 250 and 270 from the Origins of Conway Oneok N Pipeline or Oneok Junction Pipeline to the Conway Holding Destination during the previous calendar year, beginning January 1 and ending December 31.

Shipments that apply to the above described Volume Incentive Rate program may not include products that are acquired from a third party prior to movement on Carrier and subsequently reacquired by the same third party after movement on Carrier where such actions are taken for the primary purpose of gaining eligibility for the Volume Incentive Rate. In the event a Shipper takes such actions primarily to circumvent the rate structure intended herein, such shipper shall be disqualified from this Item 330 Incentive Rate Program from the date brokering occurred forward.

In the event Carrier is unable to transport the volume nominated and accepted in any calendar year, such volume shall be added to the volume actually moved for the purpose of determining such Shipper’s qualification for this incentive program.

<table>
<thead>
<tr>
<th>ORIGIN</th>
<th>DESTINATION</th>
<th>MINIMUM VOLUME (Barrels) (Previous Calendar Year)*</th>
<th>RATE (Cents per Barrel)</th>
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</thead>
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<tr>
<td>Conway Oneok N Pipeline</td>
<td>Conway Holding</td>
<td>1,500,000</td>
<td>34.22</td>
</tr>
<tr>
<td>Or</td>
<td></td>
<td>2,000,000</td>
<td>21.39</td>
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<tr>
<td>Oneok Junction Pipeline</td>
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<td>3,000,000</td>
<td>12.83</td>
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<td></td>
<td></td>
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<td>8,000,000 and above</td>
<td>2.14</td>
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</tbody>
</table>

* Shall include volumes under F.E.R. C. No [W]77-22-077 23.0 Item 330 and reissues thereof.

ABBREVIATIONS AND REFERENCE MARKS

F     Fahrenheit
F E R C  Federal Energy Regulatory Commission
GPA   Gas Processors Association
K C C  Kansas Corporation Commission
MAPL  Mid-America Pipeline Company, LLC
[C]   Cancel
[I]   Increase
[N]   New
[U]   Unchanged rate
[W]   Change in wording only

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July 30, 2019
/S/ Lynn Retz

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