

RCA No. 334

ORIGINAL

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Sheet No. _____

OLIKTOK PIPELINE COMPANY

TARIFF NO. 4
CANCELLING TARIFF NO. 3
RULES, REGULATIONS AND RATE SCHEDULES
OF
OLIKTOK PIPELINE COMPANY
700 G Street
Anchorage, AK 99501

Applying to the Intrastate Transportation of Natural Gas and the Intrastate
Transportation of Natural Gas Liquids through the Oliktok Pipeline Company
Pipeline System.

Tariff Advice No. TL46-334

Effective: August 21, 2018

Issued by: OLIKTOK PIPELINE COMPANY

By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

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OLIKTOK PIPELINE COMPANY

OLIKTOK PIPELINE
Rules, Regulations, and Rate Schedules for
Natural Gas Transportation and Natural Gas Liquids Transportation

Natural Gas Transportation is provided in accordance with Part A of this Tariff, Sections 100 through 999 and Rate Schedule "A," and Part C, Rate Schedule "R."

Natural Gas Liquids Transportation Service is provided in accordance with Part B of this Tariff, Sections 1100 through 1999 and Rate Schedule "B," and Part C, Rate Schedule "R."

The Regulatory Commission of Alaska approved suspension of Natural Gas Transportation service in Order No. P-17-001(2), dated August 15, 2017. Effective August 21, 2018, Natural Gas Liquids Transportation Service is available to the public in accordance with Parts B and C of this Tariff.

Tariff Advice No. TL46-334

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Issued by: OLIKTOK PIPELINE COMPANY

By: /s/ Barry Romberg
Barry Romberg

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OLIKTOK PIPELINE COMPANY

A map of Carrier's system follows this sheet.

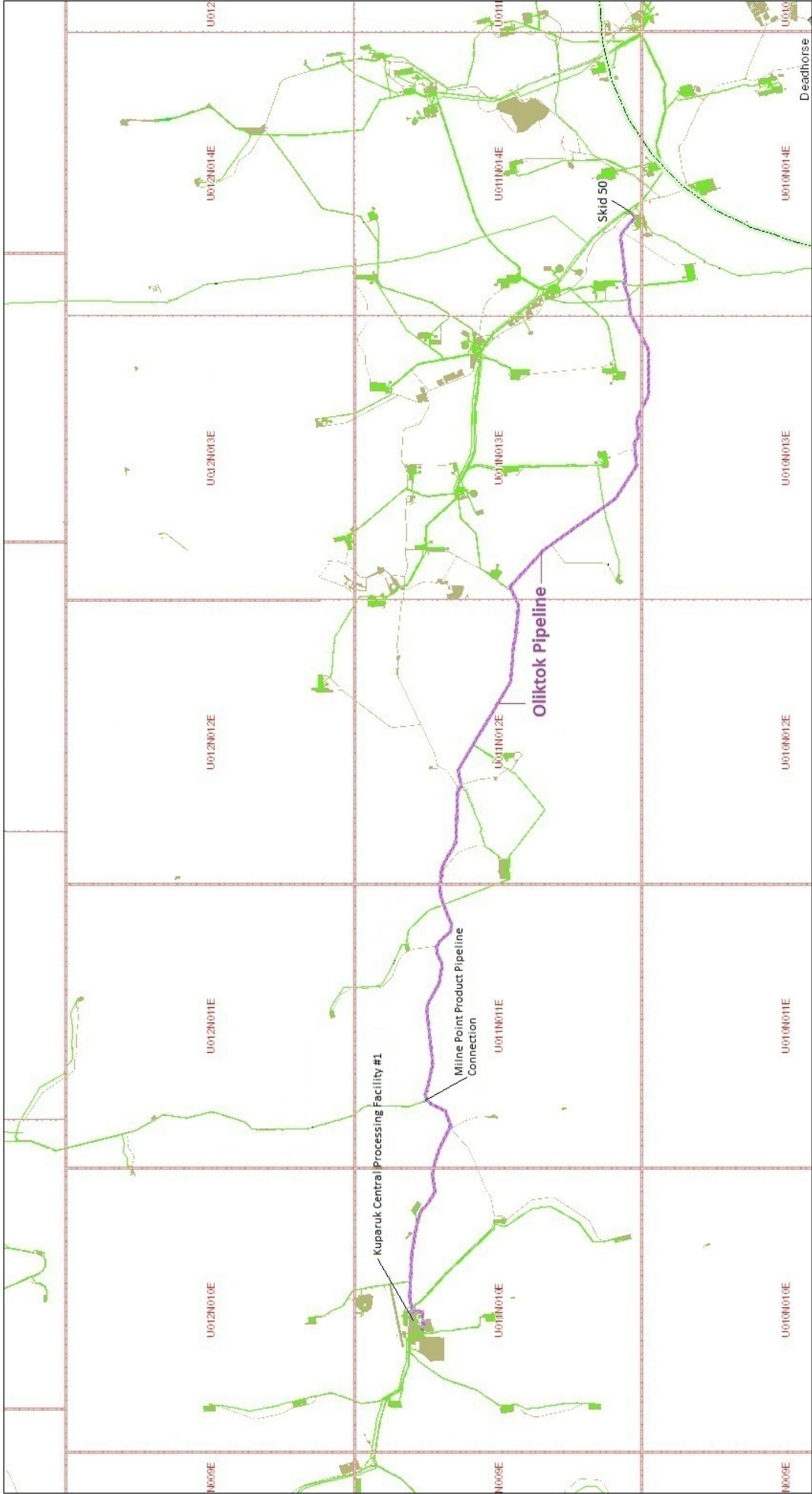
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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President



Oiktok Pipeline
Tariff

Date: 01/09/2014



N



0 2.25 4.5
Miles

Web Mercator (WGS84)



Pipeline
Road/Pad

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OLIKTOK PIPELINE COMPANY

PART A—NATURAL GAS TRANSPORTATION SERVICE

Rules, Regulations and Rate Schedules

Section 100 – Territory

These Rules, Regulations and Rate Schedules shall be applicable to all Shippers utilizing the Natural Gas transportation services of the Oliktok Pipeline Company under Certificate No. 334 from the Regulatory Commission of Alaska.

Tariff Advice No. TL46-334

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 200 – Definitions

The definitions set forth below apply throughout these Rules, Regulations and Rate Schedules:

- 201 Carrier - Oliktok Pipeline Company, its agents, successors and assigns.
- 202 Consignee - The party with whom a Shipper has contracted for the delivery of Gas.
- 203 Consignor - The party who consigns Gas.
- 204 Expansion – Any capital project whereby Carrier is making an investment to increase the capacity of the Pipeline.
- 205 Expansion Capacity – the increase in capacity created pursuant to the Expansion Policy set out in Section 414 of the Rules and Regulations.
- 206 Gas - All hydrocarbons, including naturally occurring associated contaminants produced with the hydrocarbons to the extent allowed by the Carrier’s Specifications, produced at the wellhead that are not (1) crude petroleum oil and other hydrocarbons regardless of gravity which are produced at the wellhead in liquid form or (2) the liquid hydrocarbons known as distillate or condensate recovered or extracted from gas, other than gas produced in association with oil and commonly known as casing head gas, which meet Carrier’s Specifications, and which are delivered for transportation at the Point of Receipt at a pressure not less than 100 pounds per square inch absolute (“psia”) and not greater than 882 psia.
- 207 Pipeline - The 16 inch outside diameter pipeline and ancillary equipment originating at Skid 50 in the Prudhoe Bay Unit and terminating approximately 28 miles to the west at the Central Processing Facility #1 in the Kuparuk River Unit.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

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Section 200 - Definitions (continued)

208 Point(s) of Delivery - The point of connection between the Carrier's facilities and Shipper's facilities at the Kuparuk Central Processing Facility #1; the point of connection, if any, between the Carrier's facilities and the Milne Point Product Pipeline facilities; and any other delivery point designated by the Shipper or Consignee and acceptable to the Carrier. The Shipper or Consignee shall be responsible for any treatment of Gas necessary at the Point of Delivery.

209 Point of Receipt - The point of connection between the Carrier's facilities and Shipper's or Consignee's facilities at Skid 50 near Trans-Alaska Pipeline System Pump Station 1, and any other receipt point designated by the Shipper or Consignee and acceptable to the Carrier.

210 Shipper - Any person, including an individual, partnership, association, public or private corporation or governmental agency shipping Gas through the Pipeline. A Shipper may be the agent or Consignor or Consignee for another person. The obligations of Shipper under the tariff shall apply to the actual Shipper of Gas (the Shipper of record) on Oliktok Pipeline. Also, the Shipper of record shall be responsible for causing the principal of the Shipper of record, including any Consignor or Consignee, to be responsible for Shipper's obligations under this tariff.

211 Shipper Facilities - In general, all pipes, utilization equipment and apparatus of any kind or nature on the Shipper's side of the Point of Receipt or Point of Delivery. These facilities may or may not be owned by the Shipper, but the Shipper will be responsible for providing reasonable access for Carrier to such facilities and the premises on which the facilities are located for purposes of Sections 405 and 601(d) and insuring compliance with the tariff on behalf of the Shipper and the Carrier with the owners or operators of such facilities

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Barry RombergTitle: Vice President

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Section 200 - Definitions (continued)

212 Special Contract – A written agreement between the Carrier and a Shipper which contains rates, tolls, rentals or charges, or terms and conditions that deviate substantially from those contained in the Carrier’s effective tariff for like service offered to the general public under comparable conditions, but excludes contracts that deviate from the Carrier’s effective tariff only in respect to incidental matters such as access to the premises, points of delivery, measuring devices, etc., and do not have the effect of granting the contracting Shipper an unreasonable preference or advantage or subjecting the Shipper to an unreasonable prejudice or disadvantage as to rates, service or facilities.

213 Specifications - Those characteristics and qualities of Gas required by Carrier as a condition of acceptance of Gas for transportation and specified in Sections 301 and 303 herein.

214 Ticket - The record evidencing the transfer of custody of Gas and containing the information identifying the transaction and net volume transferred.

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Section 300 - Character of Service

301 Gas Characteristics - Only Gas will be accepted for transportation by the Carrier. All Gas that can practicably be transported through Carrier's Pipeline shall be entitled to transport, subject to Section 303. Carrier shall be required to permit all operationally feasible connections upon application by the Shipper subject to Section 601. All Gas accepted for transport by Carrier must possess physical characteristics which do not render incompatible with the existing Gas transported by the Carrier.

302 Gas Measurement - Carrier's rates are based on the transportation of Gas adjusted to the inlet metered number of cubic feet of Gas corrected to a temperature of sixty degrees (60°) Fahrenheit and at a pressure of 14.70 psia with correction for deviation from the Ideal Gas Law according to the ANSI/API 2530 or AGA Report 8 as applicable, before applying the applicable rate schedule.

303 Quality of Gas - Carrier must accept for transport Gas which can be commingled or intermixed with other Gas which Carrier regularly transports between any or all Points of Receipt and Points of Delivery.

Carrier will accept Gas for transportation only on the condition that Carrier shall not be liable to the Shipper or Consignee for changes in quality which may occur from commingling or intermixing such Gas with other Gas in transit. Carrier shall not be obligated to deliver to Shipper the identical Gas received from Shipper, but may make delivery out of its common stream.

In the event that Carrier is required to commingle streams of Gas with other streams of Gas which differ as to quality, Carrier reserves the right to require a Special Contract or make an additional tariff filing to reflect the quality differences of the Gas in the commingled streams and make an appropriate charge for such quality differences. The Shipper reserves the right to petition the Regulatory Commission of Alaska to establish a quality bank to reflect such quality differences.

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Section 300 - Character of Service (continued)

304 Quantities Deliverable - The quantity of Gas deliverable at each Point of Delivery shall be the quantity received at the Point of Receipt, less shrinkage or loss in transit resulting from any cause other than negligence or willful misconduct on the part of Carrier.

305 Warranty of Title - The act of delivering Gas into the Pipeline shall constitute a warranty by Shipper that it has either unencumbered title thereto or a right to ship on behalf of another and that unencumbered title or the right to ship on behalf of another shall remain with Shipper until such Gas is delivered out of the Pipeline.

306 Evidence of Receipts and Deliveries - Gas received from the Shipper and delivered to the Shipper or any Consignee shall, in each instance, be evidenced by Tickets showing opening and closing tank gauges or meter readings as applicable, temperature, and any other data essential to the determination of quantity. The Shipper and/or Consignee may at its discretion witness the receipt and/or delivery of the Gas shipped.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 400 - Relationships Regarding Service

401 Request for Service - Each Shipper and prospective Shipper shall promptly provide Carrier with all essential information for Carrier to schedule such proposed shipments of Gas to satisfy Carrier that offers to ship are in good faith, and to satisfy Carrier that shipments can be transported in conformance with Carrier's tariff. Carrier may refuse to receive Gas for transportation until such Shipper or prospective Shipper has provided Carrier with such information.

402 Scheduling of Shipments - Carrier shall not be obligated to accept Gas for transportation during any calendar month unless Shipper shall, on or before the 20th day of the preceding calendar month, notify Carrier in writing of the quantity of Gas that it desires to ship. Scheduled receipts from Shippers shall not be subject to change except with written or telegraphic notice from Shipper at least two (2) days prior to the date of scheduled receipt of Gas. Each Shipper shall provide and continue to provide its pro rata share of Gas necessary to fill the Carrier's Pipeline. Carrier shall not be obligated to deliver Shipper's Gas tendered for shipment unless Shipper has provided its pro rata share of such line fill. "Fill" as used in this paragraph shall mean the minimum volume of Gas necessary to allow the physical operation of the Pipeline.

In the event Shippers offer to ship more Gas via the Pipeline or segment of the Pipeline during any period of time than can be transported through such Pipeline or segment of Pipeline during such period, then Carrier shall accept and transport, during such period, only that portion of each good-faith offer to ship which Carrier shall determine to be that Shipper's pro-rata share of capacity based on nominated volumes.

The volumes of Gas received by Carrier and delivered from Carrier will be determined by Carrier's transportation and delivery obligations to its Shippers, and prudent operation of the Pipeline. Carrier will assume no liability for its inability to maintain schedules or comply with Shipper's delivery requests when caused by operational or scheduling problems, excess demand, delays and other problems encountered in the Pipeline operations except to the extent caused by imprudent operations by Carrier.

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Barry RombergTitle: Vice President

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Section 400 - Relationships Regarding Service (continued)

403 Contract for Service - A contract for work or service other than regular Pipeline service to be performed may be required by the Carrier to be signed by the Shipper requesting the work or service. All such contracts may require prior approval of the Regulatory Commission of Alaska.

404 Rates, Rules, and Regulations Applicable - The rates to be charged by and paid to the Carrier for regular Pipeline service will be the rates on file with the Regulatory Commission of Alaska. The rate which shall apply to the transportation of Gas shall be the rate in effect on the date Gas is received by Carrier for transportation. Likewise, the rules and regulations which shall govern the transportation of Gas shall be the rules and regulations in effect on the date Gas is received by Carrier for transportation. Complete schedules of all rates, rules and regulations in affect will be kept at all times in the Carrier's offices where they will be available for public inspection. The Carrier's offices are located at 700 G Street, Anchorage, Alaska 99501.

405 Access to Facilities - Authorized employees or agents of the Carrier shall, at all reasonable times, have free access to the Shipper's Facilities to inspect, repair, replace, or remove Carrier's property; and to inspect the Shipper's Facilities for purposes directly related to Pipeline service.

406 Connection or Disconnection of Service - Only duly authorized employees or agents of the Carrier will be allowed to connect the Shipper Facilities to, or disconnect the same from, the Carrier's Pipeline.

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Barry RombergTitle: Vice President

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Section 400 - Relationships Regarding Service (continued)

407 Each Shipper's Responsibilities for Meeting Specifications - Each Shipper shall insure that the stream delivered to Carrier's Pipeline conforms to Carrier's Specifications. Should spot samples, analyses, or any other test (including tests performed by Carrier) indicate that the stream delivered does not meet the Specifications required by Carrier, Shipper agrees, either voluntarily or upon notification by Carrier, to stop delivery of such off-Specification stream to Carrier until such time as it is determined by additional testing that the stream meets the definition of Gas stated in Carrier's tariff. Any such off-Specification deliveries attributable to Shipper may be disposed of by Carrier according to the disposal provisions of Section 410. Shipper shall indemnify and save Carrier harmless from any loss sustained by other Shippers or by Carrier by reason of contamination or damage to other Gas in Carrier's custody, or by reason of damage to Carrier's Pipeline or associated facilities caused by failure of the materials accepted for transportation to meet Specifications issued by Carrier.

408 Receipt, Delivery and Legality of Shipments Tendered - Gas tendered for shipment will be received into the Carrier's Pipeline only under the conditions that:

- (a) The Shipper has provided adequate Shipper Facilities for injecting Gas into Carrier's Pipeline at pressures, rates of flow, volumes, and temperatures which do not compromise the prudent operation of the Pipeline;
- (b) Gas tendered for shipment meets the tariff Specifications;
- (c) The Shipper has provided adequate Shipper Facilities for receiving the shipment as it arrives at the Point of Delivery; and
- (d) The Shipper has complied with all applicable laws, rules and regulations made by any governmental authorities regulating the shipment of Gas.

409 Liability for Charges - The Shipper shall be liable for payment of all transportation charges, including interest, and any other applicable charges set forth in or allowed by this tariff. Such charges are due on receipt of the bill by the Shipper.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

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Section 400 - Relationships Regarding Service (continued)

409 Liability for Charges (continued)

Carrier will bill Shipper each month for transportation and any other applicable charges. If such a bill is not paid within twenty (20) days from the receipt of the bill, then Shipper will become liable for payment to Carrier of a charge equal to an annual interest rate equivalent to 125% of the prime rate of interest charged by the Citibank N. A. of New York, New York, or its successor, on ninety (90) day loans to substantial and responsible commercial borrowers as of the due date, or the maximum rate allowed by the law, whichever is less.

The time for determining such charge shall be measured from the date which is twenty (20) days from the receipt of the bill until payment is made.

Carrier shall have a lien on all Gas received into the Pipeline. Such lien shall take effect at the time Gas is received into the Pipeline. Such lien shall secure the payment of any and all transportation charges and other lawful charges set forth in or allowed by this tariff and owed to Carrier by Shipper, including but not limited to interest whether or not incurred on charges for transportation of the Gas in the Pipeline and whether or not invoiced. Such lien shall be in addition to and shall supplement any and all other rights and remedies Carrier has at law or in equity.

If it appears that the value of Gas received from a Shipper that will remain in the custody of Carrier after making delivery will not exceed the total of all transportation, and other charges which are or will be due from Shipper upon making such delivery, Carrier may require the Shipper to prepay transportation and other charges before making delivery.

Tariff Advice No. TL46-334

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OLIKTOK PIPELINE COMPANY

Section 400 - Relationships Regarding Service (continued)

410 Remedies of Carrier for Failure of Shipper to Take Delivery or Deliver Gas to Receipt Point - Carrier shall have the right to divert, reassign, or make whatever arrangements for Gas as Carrier deems appropriate, in the event that: (1) any Shipper or its Consignee fails to take delivery as required; or (2) any Shipper's deliveries to the Receipt Point fail to be Gas.

Carrier has the right to sell such Gas or non-Gas delivery at private sale for the best price obtainable. Carrier may be a purchaser at any such sale. Out of the proceeds of any such sale, Carrier may pay itself all charges, fees, and expenses of sale. The balance shall be held for whoever may be lawfully entitled thereto.

If the proceeds of any such sale are not sufficient to pay such charges and expenses, Shipper shall pay the deficiency. Carrier shall have the right to prorate any loss or damage to Gas in Carrier's custody among all Shippers affected in an equitable manner.

411 Discontinuance and Restoration of Service –

(a) Past Due Bills - When a bill for regular Pipeline service has become past due, Carrier may on at least thirty (30) days' notice to Shipper discontinue service if the bill is not paid within the time required by the notice. Carrier shall not have this right to discontinue service if Shipper has given Carrier written notice of a reasonable question concerning the appropriateness or correctness of Carrier's billing. Shipper shall pay the undisputed portion of the billing to the Carrier, and the disputed portion of the billing shall be put into an escrow account pending resolution of the dispute.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 400 - Relationships Regarding Service (continued)411 Discontinuance and Restoration of Service (continued)

(b) Unsafe Apparatus - The Carrier without notice shall have the right to refuse or cease to deliver Gas to the Shipper if any part of the Shipper Facilities shall at any time be deemed unsafe by the Carrier or its agents, or if the utilization of Gas by means thereof shall be prohibited or forbidden under the authority of any law or municipal ordinance or regulation, and may refuse to serve until the Shipper shall put such part in good and safe condition and comply with all laws, ordinances, and regulations applicable thereto. Carrier shall comply with all laws, ordinances, and regulations regarding providing notice to governmental authorities of the existence of unsafe facilities or conditions.

(c) Non-Compliance with Carrier's Tariff - If the Shipper should fail to comply with any of the Carrier's tariff, the Carrier will advise the Shipper of such failure. If the Shipper does not remedy same within a reasonable time, the Carrier shall have the right, after giving due notice, to discontinue service to the Shipper.

Except as otherwise provided below, the Carrier will not discontinue the service of any Shipper for violation of any tariff provision except on written notice of at least thirty (30) days, advising the Shipper what tariff provision has been violated for which service will be discontinued if the violation is not remedied. This notice may be waived or dispensed with by the Carrier in the event of an emergency discovery of an unsafe condition within the Shipper Facilities, or in case of the Shipper's utilization of the service in such a manner as to make it unsafe to use the Shipper Facilities, thus rendering the immediate discontinuance of service imperative.

412 Liability for Non-Compliance with Tariff - Any Shipper who does any act or permits any act to be done which violates the terms of this tariff shall be liable to Carrier for all loss, damage, or injury caused thereby or resulting therefrom.

413 Liability for Damages - The Carrier shall not be liable for any injury, casualty or damage resulting in any way from the supply or use of Gas or from the presence or operation of the Carrier's structures, pipes, or devices within the Shipper Facilities, except to the extent such injuries, casualties, or damages result from the negligence or willful misconduct of the Carrier.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 400 - Relationships Regarding Service (continued)414 Expansion Policy -

(a) Expansions Requested by Shippers - Shippers have the right to request Expansions to the capacity of the Pipeline at any time. A valid request for Expansion shall include (i) identification of the Shipper; (ii) anticipated average daily throughput by season or year stated in Mcf/day; (iii) requested capacity Expansion; (iv) requested date for commencement of service; (v) requested term of service; (vi) requested Receipt Point(s) and Delivery Point(s); and (vii) any additional information reasonably deemed necessary the by Carrier to evaluate the Expansion request. In accordance with the provisions of this Section, Carrier will comply with such requests provided the Expansions are paid for through advance capital contributions made by the requesting Shipper in an amount equal to the amount of the required construction costs as estimated in good faith by the Carrier. As to such Expansions to the capacity of the Pipeline that are paid for by requesting Shippers in accordance with this Section 414, the Carrier will construct and maintain the Expansion Capacity so paid for. For purposes of this Section 414, "Shipper" means any Shipper or potential Shipper.

In the event of a valid request for Expansion, the Carrier shall notify all Shippers of the request and allow them the opportunity to give notice of their intention to participate in the Expansion and provide the Carrier with the amount of Expansion Capacity they wish to fund. Shippers wishing to participate in the Expansion shall execute and deliver to the Carrier a precedent agreement for the requested capacity. Shippers that execute a precedent agreement are hereinafter referred to as "Expansion Shippers." The Carrier shall have no further obligations to any Shipper that does not execute a precedent agreement.

Expansion Shippers shall have a firm priority for use of such Expansion Capacity in proportion to their capital contribution to construction costs. The Expansion Shippers' right to use such Expansion Capacity shall be superior to that of the other Shippers.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 400 - Relationships Regarding Service (continued)414 Expansion Policy (continued)

(b) Shipper Contributions to Expansions - Expansion Shippers must contribute the necessary capital estimated to be required to construct the Expansion before the Carrier is required to undertake construction of the Expansion or to expend any funds in anticipation of construction. Costs incurred to pay services by third parties for the design and cost estimation shall be for the account of and at the expense of the Expansion Shippers requesting the Expanded Capacity, and the Carrier shall not be required to advance such funds. The Carrier will not begin construction or expend funds to prepare to begin construction of the Expansion until the Carrier has received capital contributions equal to the entire estimated amount of the Expansion, including the costs of design and planning that are not initially paid directly by Expansion Shippers. With respect to any Expansion Shipper that does not contribute its share of the capital contribution, the Carrier shall have no further obligations and such shipper shall no longer be considered to be an "Expansion Shipper" under this Tariff. Such potential Expansion Shippers who fail to contribute their share of the required capital contribution shall have no further rights under the Expansion Policy and their precedent agreements shall become void. If the required amount of the capital contribution is not provided, the Carrier shall have no further obligations to the Expansion Shippers or former Expansion Shippers.

(c) True Up Mechanism - During construction, if actual costs exceed the costs estimated in advance of construction, Expansion Shippers will be invoiced periodically for supplemental contributions, and such invoices shall be paid within thirty days of receipt. After construction is complete, the Carrier will notify each Expansion Shipper of the actual costs of the Expansion and of each Expansion Shipper's share of the costs. With the notification, the Carrier will refund any excess capital contribution or will notify each Expansion Shipper of the amount still owing from that Expansion Shipper, and such amount will be paid in full within thirty days of the notification.

(d) Ownership of Expansion Facilities – Expansion facilities shall be the property of the Carrier without regard to any capital contribution or portion thereof contributed by the Expansion Shippers.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

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Section 400 - Relationships Regarding Service (continued)

414 Expansion Policy (continued)

(e) Obligation to Undertake Expansions – Except as is otherwise provided in this section, Carrier is not obligated to add any facilities or expand the capacity of the Pipeline in any manner in order to provide service to any Shipper pursuant to this tariff.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

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Barry Romberg

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Section 500 - Non-Carrier Installation

501 Non-Carrier and Shipper Facilities - The Carrier will determine the location of Carrier's connections, regulators, and the metering equipment. The Shipper will, at its own expense, furnish, install, and maintain in good and safe condition or provide such Shipper Facilities which may be required for receiving or delivering Gas or for utilizing such Gas, including all necessary protective appliances.

Shipper Facilities shall be installed and maintained in accordance with the applicable laws and rules of any governmental authority that has jurisdiction over the Carrier.

All construction by the Shipper at a connection to Carrier's Pipeline shall be subject to the inspection and approval of the Carrier.

The Carrier shall not be responsible for any loss or damage to the extent that it is caused by the negligence or willful misconduct of the Shipper or any of the Shipper's agents in installing, maintaining, using or operating Carrier's Pipeline.

502 Notice of Facilities Malfunctions - The Shipper shall give the Carrier immediate notice of any leakage or escape of Gas or improper operation of Carrier's Pipeline or the Shipper Facilities. However, all repairs to and maintenance of the Shipper Facilities shall be made by the Shipper.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 600 - Carrier's Installation601 Connections and Facilities on Non-Carrier Premises

(a) Connections - Shipper shall pay for connections to Carrier's Pipeline. Connections, if performed by Carrier, will be quoted on a cost basis which shall include an allowance for industry typical overhead. Carrier shall install additional connection points requested by a Shipper if the Carrier can do so in a safe and reliable manner. Carrier may require a separate agreement for such a connection.

(b) Maintenance of Connections - The materials furnished by the Carrier, at its own expense, in the construction, maintenance, or operation of such connection will at all times be and remain the sale property of the Carrier, which will have the right, by its agents or employees, to enter upon the property occupied by the Shipper Facilities and remove such materials after the Shipper shall cease taking service from the Carrier.

The connection materials furnished by the Carrier and for which the Shipper may be charged a non-recoverable contribution for the construction of such connection will at all times be and remain the sole property of the Carrier. The Carrier will make all ordinary repairs thereon and have sole control of the same. Carrier shall reimburse the Shipper for the net salvage value of such facilities when removed by the Carrier.

(c) Meters and Facilities - All meters, regulators, service pipe, fixtures, etc., installed by the Carrier at its expense or conveyed to Carrier within the Shipper Facilities for the purpose of delivering Gas to or receiving Gas from the Shipper shall continue to be the property of the Carrier, and may be repaired by the Carrier. If metering or other facilities are furnished by the Shipper, the Shipper may require the Carrier to provide its own facilities or metering.

(d) Carrier's Right of Ingress to and Egress from Shipper Facilities - The Carrier shall at all times have the right of ingress to and egress from the Shipper Facilities at any time for any purpose reasonably connected with metering, the furnishing of Gas, and the exercise of any and all rights secured to it by law or the tariff.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 600 - Carrier's Installation (continued)601 Connections and Facilities on Non-Carrier Premises (continued)

(e) Shipper Responsible for Equipment for Receiving Gas - The Shipper shall, at its own risk and expense, provide, install and keep in good and safe condition all Shipper Facilities of any kind or character, which may be required for receiving Gas from the Carrier, and for applying and utilizing such Gas, including all necessary protective appliances, and suitable housing thereof, and the Carrier shall not be responsible for any loss or damage to the extent that it is caused by the negligence or willful misconduct of the Shipper or of any of its agents, employees or licensees in installing, maintaining, using, operating or interfering with any such Shipper Facilities.

(f) Connections Made by Carrier's Employees or Agents - Only duly authorized employees or agents of the Carrier shall be allowed to connect to the Carrier's Pipeline and/or install connections or to unlock meters whether such meters are Carrier's property or are provided by the Shipper.

602 Change in Location of Existing Service Facilities - Any change requested by the Shipper in the Point of Receipt or Point of Delivery or location of any facilities provided such change is approved by the Carrier, will be made at the expense of the Shipper, who shall pay the Carrier's cost of such change including industry typical overhead.

603 Protection by Shipper - The Shipper shall protect all of Carrier's property within the Shipper Facilities. The Shipper shall not tamper with or remove any of Carrier's property located and installed within the Shipper Facilities and shall permit no one but Carrier's authorized employees or agents to inspect or handle same. To the extent loss or damage to the property of Carrier is caused by the negligence, or willful misconduct of the Shipper or its agents or employees, the Shipper shall pay Carrier the amount of such loss or damage to the Carrier's property, plus any other damages incurred by the Carrier.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 700 - Metering and Billing

701 Measurement of Gas - The measurement of Gas by Carrier's owned or approved inlet meter shall be conclusive upon the Shipper and the Carrier, except when such meter ceases to register or proves to be defective, in which case, the steps prescribed in Section 702 of the tariff also shall apply. Carrier may seal or lock any meter and associated equipment connected to the Carrier's Pipeline regardless of whether such equipment is Carrier's property or the Shipper Facilities. No person, except a duly authorized employee or agent of the Carrier, shall be permitted to break or replace a seal or lock, or to alter or change a meter or its connections or location, or to alter a Gas pressure regulator.

702 Estimated Volume - Where Carrier is unable to read the meter because it is inoperable, Carrier shall calculate the volume of Gas supplied based on the best available information until such time as the inlet meter is operable.

703 Shared System Meter - If multiple Shippers deliver Gas derived from a common source to the Carrier's Pipeline through a common connection and meter for transportation to a common destination, then the difference between the volume nominated and the volume tendered and metered shall be allocated to the Shippers on a pro rata basis.

704 Discontinuance of Service Notice - Carrier will notify Shippers by mail or other appropriate means in the event of delinquency requiring discontinuance of service, with such notice given not less than thirty (30) days prior to the date of discontinuance unless a shorter period is permitted under the tariff.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 800 - Continuity of Services Liability

801 Shortage and Interruption - The Carrier will use reasonable diligence to supply steady and continuous service, but does not guarantee the service against irregularities or interruptions.

802 Liability - In addition to any other provision of this tariff which restricts the liability or sets forth the liability of Carrier, the Carrier shall not be liable for any loss, cost, damage, or expense to any of the Shippers occasioned by any suspension, curtailment, or discontinuance by the Carrier for any of the reasons set forth in the tariff, or occasioned by any failure to supply Gas or by interruption if caused in whole or in part by an Act of God, weather, the public enemy, acts of parties other than Carrier, quarantine, the authority of law, strikes, riots, the act of default of the Shippers, requisition or other action by or inaction of any government or governmental agency, court order or decision or lack thereof, shrinkage, or other normal operating losses, or any other cause, except to the extent it is attributable to the negligence or willful misconduct of the Carrier.

803 Time Limitation of Claims - As a condition precedent to recovery for loss or delay, claims must be filed in writing with the Carrier within (9) months and one (1) day after delivery of the Gas, or in case of failure to make delivery, then within nine (9) months and one (1) day after a reasonable time for delivery has elapsed. Suits may be instituted against the Carrier only within two (2) years and one (1) day from the day when notice by mail and email is given by the Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof, specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

RCA No. 334

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OLIKTOK PIPELINE COMPANY

Section 800 - Continuity of Services Liability (continued)

804 Responsibility for Personal Injury and Environmental Claims - To the extent caused by the negligence or willful misconduct of Carrier, claims for losses, damages, or legal expenses requiring the expenditure of funds by Carrier on behalf of Carrier, its officers, directors, employees, or agents relating to personal injury, property damage, or environmental liabilities shall be paid for by the Carrier. Carrier may self-insure or purchase insurance against its negligence or willful misconduct including the negligence or willful misconduct of Carrier's operator and may include the cost of insurance or the imputed cost of self-insurance in its rates. Carrier may include in its rate the cost of losses, damages, or legal expenses relating to personal injuries, property damage, or environmental liability except to the extent caused by Carrier's negligence or willful misconduct.

805 Limitation on Damages - Notwithstanding any other provision of this tariff, in no event shall Carrier and Shipper be liable to each other for exemplary or consequential damages relating to operation of the Pipeline including, but not limited to, loss of profits or revenue.

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Barry Romberg

Title: Vice President

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OLIKTOK PIPELINE COMPANY

Section 900 – Notices

901 Carrier Notices to Shippers - Any notices the Carrier may give to any Shipper which transports Gas pursuant to the tariff of the Carrier shall be given by written notice mailed to the Shipper at the Shipper's address and by e-mail the Shipper's contact for transactions under this tariff.

902 Shipper's Notices to Carrier - Any notice from any Shipper to the Carrier under any of the Carrier's schedules of rates, or under and pursuant to the tariff of the Carrier shall be by written notice mailed to the Carrier at the Carrier's address and by e-mail to the Shipper's contact for transactions under this tariff. The Carrier's address, email, and telephone number for purposes of notice is:

Barry Romberg
Vice President
Oliktok Pipeline Company
700 G Street
P.O. Box 100360
Anchorage, Alaska 995010-0360
Telephone Number: (907) 263-2793
Facsimile Number: (907) 263-2748
Email address: Barry.Romberg@conocophillips.com

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By: /s/ Barry Romberg
Barry Romberg

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OLIKTOK PIPELINE COMPANY

Schedule "A"
Rate
Gas Transportation Service

Application

This rate applies to regular Pipeline service for Gas as set forth in Carrier's tariff.

Rate

<u>From</u>	<u>To</u>	<u>Rate</u> Dollars and Cents per mscf* _____
PBU (Skid 50)	KRU (CPF #1)	TBD
PBU (Skid 50)	Milne Point Pipeline Connection	TBD

* mscf – Thousand standard cubic feet

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

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OLIKTOK PIPELINE COMPANY

PART B—NATURAL GAS LIQUIDS TRANSPORTATION SERVICE

Rules, Regulations and Rate Schedules

Section 1100 – Territory

These Rules, Regulations and Rate Schedules shall be applicable to all Shippers utilizing the Natural Gas Liquids transportation services of the Oliktok Pipeline Company under Certificate No. 334 from the Regulatory Commission of Alaska.

Tariff Advice No. TL46-334

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Issued by: OLIKTOK PIPELINE COMPANY

By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 1200 – Definitions

The definitions set forth below apply throughout these Rules, Regulations and Rate Schedules:

1201 Carrier - Oliktok Pipeline Company, its agents, successors and assigns.

1202 Consignee - The party with whom a Shipper has contracted for the delivery of Natural Gas Liquids.

1203 Consignor - The party who consigns Natural Gas Liquids.

1204 Expansion – Any capital project whereby Carrier is making an investment to increase the capacity of the Pipeline.

1205 Expansion Capacity – the increase in capacity created pursuant to the Expansion Policy set out in Section 1414 of the Rules and Regulations.

1206 Natural Gas Liquids – A stream commonly and generally referred to as “natural gas liquids” and consisting of any or all of the following hydrocarbon components: ethane, propane, butanes, pentanes, hexanes, heptanes, octanes, nonanes, decanes, or carbon dioxide, which meet Carrier’s Specifications provided in Sections 1301 and 1303.

1207 Pipeline - The 16-inch outside diameter pipeline and ancillary equipment originating at Skid 50 in the Prudhoe Bay Unit and terminating approximately 28 miles to the west at the Central Processing Facility #1 in the Kuparuk River Unit.

Issued by: OLIKTOK PIPELINE COMPANY

By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 200 - Definitions (continued)

1208 Point(s) of Delivery - The point of connection between the Carrier's facilities and Shipper's or Consignee's facilities at Skid 50 near Trans-Alaska Pipeline System Pump Station 1, and any other receipt point designated by the Shipper or Consignee and acceptable to the Carrier.

1209 Point of Receipt - The point of connection between the Carrier's facilities and Shipper's facilities at the Kuparuk Central Processing Facility #1; the point of connection, if any, between the Carrier's facilities and the Milne Point Product Pipeline facilities; and any other delivery point designated by the Shipper or Consignee and acceptable to the Carrier. The Shipper or Consignee shall be responsible for any treatment of Natural Gas Liquids necessary at the Point of Delivery.

1210 Shipper - Any person, including an individual, partnership, association, public or private corporation or governmental agency shipping Natural Gas Liquids through the Pipeline. A Shipper may be the agent or Consignor or Consignee for another person. The obligations of Shipper under the tariff shall apply to the actual Shipper of Natural Gas Liquids (the Shipper of record) on Oliktok Pipeline. Also, the Shipper of record shall be responsible for causing the principal of the Shipper of record, including any Consignor or Consignee, to be responsible for Shipper's obligations under this tariff.

1211 Shipper Facilities - In general, all pipes, utilization equipment and apparatus of any kind or nature on the Shipper's side of the Point of Receipt or Point of Delivery. These facilities may or may not be owned by the Shipper, but the Shipper will be responsible for providing reasonable access for Carrier to such facilities and the premises on which the facilities are located for purposes of Sections 1405 and 1601(d) and insuring compliance with the tariff on behalf of the Shipper and the Carrier with the owners or operators of such facilities.

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Barry RombergTitle: Vice President

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OLIKTOK PIPELINE COMPANY

Section 1200 - Definitions (continued)

1212 Special Contract – A written agreement between the Carrier and a Shipper which contains rates, tolls, rentals or charges, or terms and conditions that deviate substantially from those contained in the Carrier’s effective tariff for like service offered to the general public under comparable conditions, but excludes contracts that deviate from the Carrier’s effective tariff only in respect to incidental matters such as access to the premises, points of delivery, measuring devices, etc., and do not have the effect of granting the contracting Shipper an unreasonable preference or advantage or subjecting the Shipper to an unreasonable prejudice or disadvantage as to rates, service or facilities.

1213 Specifications - Those characteristics and qualities of Natural Gas Liquids required by Carrier as a condition of acceptance of Natural Gas Liquids for transportation and specified in Sections 1301 and 1303 herein.

1214 Ticket - The record evidencing the transfer of custody of Natural Gas Liquids and containing the information identifying the transaction and net volume transferred.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 1300 - Character of Service

1301 Natural Gas Liquids Characteristics - Only Natural Gas Liquids will be accepted for transportation by the Carrier. All Natural Gas Liquids that can practicably be transported through Carrier's Pipeline shall be entitled to transport, subject to Section 1303. Carrier shall be required to permit all operationally feasible connections upon application by the Shipper subject to Section 1601. All Natural Gas Liquids accepted for transport by Carrier must possess physical characteristics which do not render incompatible with the existing Natural Gas Liquids transported by the Carrier.

1302 Natural Gas Liquids Measurement - Carrier's rates are based on the transportation of Natural Gas Liquids adjusted to the inlet metered number of barrels of Natural Gas Liquids corrected to a temperature of sixty degrees (60°) Fahrenheit and at a pressure of 14.70 pounds per square inch absolute (psia) before applying the applicable rate schedule.

1303 Quality of Natural Gas Liquids - Carrier must accept for transport Natural Gas Liquids which can be commingled or intermixed with other Natural Gas Liquids which Carrier regularly transports between any or all Points of Receipt and Points of Delivery; provided however that the volume of carbon dioxide in the commingled Natural Gas Liquids stream shall not exceed one percent (1%) of the commingled Natural Gas Liquids stream volume.

Carrier will accept Natural Gas Liquids for transportation only on the condition that Carrier shall not be liable to the Shipper or Consignee for changes in quality which may occur from commingling or intermixing such Natural Gas Liquids with other Natural Gas Liquids in transit. Carrier shall not be obligated to deliver to Shipper the identical Natural Gas Liquids received from Shipper, but may make delivery out of its common stream.

In the event that Carrier is required to commingle streams of Natural Gas Liquids with other streams of Natural Gas Liquids which differ as to quality, Carrier reserves the right to require a Special Contract or make an additional tariff filing to reflect the quality differences of the Natural Gas Liquids in the commingled streams and make an appropriate charge for such quality differences. The Shipper reserves the right to petition the Regulatory Commission of Alaska to establish a quality bank to reflect such quality differences.

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Barry RombergTitle: Vice President

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OLIKTOK PIPELINE COMPANY

Section 300 - Character of Service (continued)

1304 Quantities Deliverable - The quantity of Natural Gas Liquids deliverable at each Point of Delivery shall be the quantity received at the Point of Receipt, less shrinkage or loss in transit resulting from any cause other than negligence or willful misconduct on the part of Carrier.

1305 Warranty of Title - The act of delivering Natural Gas Liquids into the Pipeline shall constitute a warranty by Shipper that it has either unencumbered title thereto or a right to ship on behalf of another and that unencumbered title or the right to ship on behalf of another shall remain with Shipper until such Natural Gas Liquids is delivered out of the Pipeline.

1306 Evidence of Receipts and Deliveries - Natural Gas Liquids received from the Shipper and delivered to the Shipper or any Consignee shall, in each instance, be evidenced by Tickets showing opening and closing tank gauges or meter readings as applicable, temperature, and any other data essential to the determination of quantity. The Shipper and/or Consignee may at its discretion witness the receipt and/or delivery of the Natural Gas Liquids shipped.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 1400 - Relationships Regarding Service

1401 Request for Service - Each Shipper and prospective Shipper shall promptly provide Carrier with all essential information for Carrier to schedule such proposed shipments of Natural Gas Liquids to satisfy Carrier that offers to ship are in good faith, and to satisfy Carrier that shipments can be transported in conformance with Carrier's tariff. Carrier may refuse to receive Natural Gas Liquids for transportation until such Shipper or prospective Shipper has provided Carrier with such information.

1402 Scheduling of Shipments - Carrier shall not be obligated to accept Natural Gas Liquids for transportation during any calendar month unless Shipper shall, on or before the 20th day of the preceding calendar month, notify Carrier in writing of the quantity of Natural Gas Liquids that it desires to ship. Scheduled receipts from Shippers shall not be subject to change except with written or telegraphic notice from Shipper at least two (2) days prior to the date of scheduled receipt of Natural Gas Liquids. Each Shipper shall provide and continue to provide its pro rata share of Natural Gas Liquids necessary to fill the Carrier's Pipeline. Carrier shall not be obligated to deliver Shipper's Natural Gas Liquids tendered for shipment unless Shipper has provided its pro rata share of such line fill. "Fill" as used in this paragraph shall mean the minimum volume of Natural Gas Liquids necessary to allow the physical operation of the Pipeline.

In the event Shippers offer to ship more Natural Gas Liquids via the Pipeline or segment of the Pipeline during any period of time than can be transported through such Pipeline or segment of Pipeline during such period, then Carrier shall accept and transport, during such period, only that portion of each good-faith offer to ship which Carrier shall determine to be that Shipper's pro-rata share of capacity based on nominated volumes.

The volumes of Natural Gas Liquids received by Carrier and delivered from Carrier will be determined by Carrier's transportation and delivery obligations to its Shippers, and prudent operation of the Pipeline. Carrier will assume no liability for its inability to maintain schedules or comply with Shipper's delivery requests when caused by operational or scheduling problems, excess demand, delays and other problems encountered in the Pipeline operations except to the extent caused by imprudent operations by Carrier.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 1400 - Relationships Regarding Service (continued)

1403 Contract for Service - A contract for work or service other than regular Pipeline service to be performed may be required by the Carrier to be signed by the Shipper requesting the work or service. All such contracts may require prior approval of the Regulatory Commission of Alaska.

1404 Rates, Rules, and Regulations Applicable - The rates to be charged by and paid to the Carrier for regular Pipeline service will be the rates on file with the Regulatory Commission of Alaska. The rate which shall apply to the transportation of Natural Gas Liquids shall be the rate in effect on the date Natural Gas Liquids is received by Carrier for transportation. Likewise, the rules and regulations which shall govern the transportation of Natural Gas Liquids shall be the rules and regulations in effect on the date Natural Gas Liquids is received by Carrier for transportation. Complete schedules of all rates, rules and regulations in affect will be kept at all times in the Carrier's offices where they will be available for public inspection. The Carrier's offices are located at 700 G Street, Anchorage, Alaska 99501.

1405 Access to Facilities - Authorized employees or agents of the Carrier shall, at all reasonable times, have free access to the Shipper's Facilities to inspect, repair, replace, or remove Carrier's property; and to inspect the Shipper's Facilities for purposes directly related to Pipeline service.

1406 Connection or Disconnection of Service - Only duly authorized employees or agents of the Carrier will be allowed to connect the Shipper Facilities to, or disconnect the same from, the Carrier's Pipeline.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

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Section 1400 - Relationships Regarding Service (continued)

1407 Each Shipper's Responsibilities for Meeting Specifications - Each Shipper shall insure that the stream delivered to Carrier's Pipeline conforms to Carrier's Specifications. Should spot samples, analyses, or any other test (including tests performed by Carrier) indicate that the stream delivered does not meet the Specifications required by Carrier, Shipper agrees, either voluntarily or upon notification by Carrier, to stop delivery of such off-Specification stream to Carrier until such time as it is determined by additional testing that the stream meets the definition of Natural Gas Liquids stated in Carrier's tariff. Any such off-Specification deliveries attributable to Shipper may be disposed of by Carrier according to the disposal provisions of Section 1410. Shipper shall indemnify and save Carrier harmless from any loss sustained by other Shippers or by Carrier by reason of contamination or damage to other Natural Gas Liquids in Carrier's custody, or by reason of damage to Carrier's Pipeline or associated facilities caused by failure of the materials accepted for transportation to meet Specifications issued by Carrier.

1408 Receipt, Delivery and Legality of Shipments Tendered - Natural Gas Liquids tendered for shipment will be received into the Carrier's Pipeline only under the conditions that:

- (a) The Shipper has provided adequate Shipper Facilities for injecting Natural Gas Liquids into Carrier's Pipeline at pressures, rates of flow, volumes, and temperatures which do not compromise the prudent operation of the Pipeline;
- (b) Natural Gas Liquids tendered for shipment meets the tariff Specifications;
- (c) The Shipper has provided adequate Shipper Facilities for receiving the shipment as it arrives at the Point of Delivery; and
- (d) The Shipper has complied with all applicable laws, rules and regulations made by any governmental authorities regulating the shipment of Natural Gas Liquids.

1409 Liability for Charges - The Shipper shall be liable for payment of all transportation charges, including interest, and any other applicable charges set forth in or allowed by this tariff. Such charges are due on receipt of the bill by the Shipper.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

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Section 1400 - Relationships Regarding Service (continued)

1409 Liability for Charges (continued)

Carrier will bill Shipper each month for transportation and any other applicable charges. If such a bill is not paid within twenty (20) days from the receipt of the bill, then Shipper will become liable for payment to Carrier of a charge equal to an annual interest rate equivalent to 125% of the prime rate of interest charged by the Citibank N. A. of New York, New York, or its successor, on ninety (90) day loans to substantial and responsible commercial borrowers as of the due date, or the maximum rate allowed by the law, whichever is less.

The time for determining such charge shall be measured from the date which is twenty (20) days from the receipt of the bill until payment is made.

Carrier shall have a lien on all Natural Gas Liquids received into the Pipeline. Such lien shall take effect at the time Natural Gas Liquids is received into the Pipeline. Such lien shall secure the payment of any and all transportation charges and other lawful charges set forth in or allowed by this tariff and owed to Carrier by Shipper, including but not limited to interest whether or not incurred on charges for transportation of the Natural Gas Liquids in the Pipeline and whether or not invoiced. Such lien shall be in addition to and shall supplement any and all other rights and remedies Carrier has at law or in equity.

If it appears that the value of Natural Gas Liquids received from a Shipper that will remain in the custody of Carrier after making delivery will not exceed the total of all transportation and other charges which are or will be due from Shipper upon making such delivery, Carrier may require the Shipper to prepay transportation and other charges before making delivery.

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Issued by: OLIKTOK PIPELINE COMPANY

By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 1400 - Relationships Regarding Service (continued)

1410 Remedies of Carrier for Failure of Shipper to Take Delivery or Deliver Natural Gas Liquids to Receipt Point - Carrier shall have the right to divert, reassign, or make whatever arrangements for Natural Gas Liquids as Carrier deems appropriate, in the event that: (1) any Shipper or its Consignee fails to take delivery as required; or (2) any Shipper's deliveries to the Receipt Point fail to be Natural Gas Liquids.

Carrier has the right to sell such Natural Gas Liquids or non-Natural Gas Liquids delivery at private sale for the best price obtainable. Carrier may be a purchaser at any such sale. Out of the proceeds of any such sale, Carrier may pay itself all charges, fees, and expenses of sale. The balance shall be held for whoever may be lawfully entitled thereto.

If the proceeds of any such sale are not sufficient to pay such charges and expenses, Shipper shall pay the deficiency. Carrier shall have the right to prorate any loss or damage to Natural Gas Liquids in Carrier's custody among all Shippers affected in an equitable manner.

1411 Discontinuance and Restoration of Service –

(a) Past Due Bills - When a bill for regular Pipeline service has become past due, Carrier may on at least thirty (30) days' notice to Shipper discontinue service if the bill is not paid within the time required by the notice. Carrier shall not have this right to discontinue service if Shipper has given Carrier written notice of a reasonable question concerning the appropriateness or correctness of Carrier's billing. Shipper shall pay the undisputed portion of the billing to the Carrier, and the disputed portion of the billing shall be put into an escrow account pending resolution of the dispute.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 1400 - Relationships Regarding Service (continued)1411 Discontinuance and Restoration of Service (continued)

(b) Unsafe Apparatus - The Carrier without notice shall have the right to refuse or cease to deliver Natural Gas Liquids to the Shipper if any part of the Shipper Facilities shall at any time be deemed unsafe by the Carrier or its agents, or if the utilization of Natural Gas Liquids by means thereof shall be prohibited or forbidden under the authority of any law or municipal ordinance or regulation, and may refuse to serve until the Shipper shall put such part in good and safe condition and comply with all laws, ordinances, and regulations applicable thereto. Carrier shall comply with all laws, ordinances, and regulations regarding providing notice to governmental authorities of the existence of unsafe facilities or conditions.

(c) Non-Compliance with Carrier's Tariff - If the Shipper should fail to comply with any of the Carrier's tariff, the Carrier will advise the Shipper of such failure. If the Shipper does not remedy same within a reasonable time, the Carrier shall have the right, after giving due notice, to discontinue service to the Shipper.

Except as otherwise provided below, the Carrier will not discontinue the service of any Shipper for violation of any tariff provision except on written notice of at least thirty (30) days, advising the Shipper what tariff provision has been violated for which service will be discontinued if the violation is not remedied. This notice may be waived or dispensed with by the Carrier in the event of an emergency discovery of an unsafe condition within the Shipper Facilities, or in case of the Shipper's utilization of the service in such a manner as to make it unsafe to use the Shipper Facilities, thus rendering the immediate discontinuance of service imperative.

1412 Liability for Non-Compliance with Tariff - Any Shipper who does any act or permits any act to be done which violates the terms of this tariff shall be liable to Carrier for all loss, damage, or injury caused thereby or resulting therefrom.

1413 Liability for Damages - The Carrier shall not be liable for any injury, casualty or damage resulting in any way from the supply or use of Natural Gas Liquids or from the presence or operation of the Carrier's structures, pipes, or devices within the Shipper Facilities, except to the extent such injuries, casualties, or damages result from the negligence or willful misconduct of the Carrier.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

OLIKTOK PIPELINE COMPANY

Section 1400 - Relationships Regarding Service (continued)1414 Expansion Policy -

(a) Expansions Requested by Shippers - Shippers have the right to request Expansions to the capacity of the Pipeline at any time. A valid request for Expansion shall include (i) identification of the Shipper; (ii) anticipated average daily throughput by season or year stated in barrels per day; (iii) requested capacity Expansion; (iv) requested date for commencement of service; (v) requested term of service; (vi) requested Receipt Point(s) and Delivery Point(s); and (vii) any additional information reasonably deemed necessary the by Carrier to evaluate the Expansion request. In accordance with the provisions of this Section, Carrier will comply with such requests provided the Expansions are paid for through advance capital contributions made by the requesting Shipper in an amount equal to the amount of the required construction costs as estimated in good faith by the Carrier. As to such Expansions to the capacity of the Pipeline that are paid for by requesting Shippers in accordance with this Section 1414, the Carrier will construct and maintain the Expansion Capacity so paid for. For purposes of this Section 1414, "Shipper" means any Shipper or potential Shipper.

In the event of a valid request for Expansion, the Carrier shall notify all Shippers of the request and allow them the opportunity to give notice of their intention to participate in the Expansion and provide the Carrier with the amount of Expansion Capacity they wish to fund. Shippers wishing to participate in the Expansion shall execute and deliver to the Carrier a precedent agreement for the requested capacity. Shippers that execute a precedent agreement are hereinafter referred to as "Expansion Shippers." The Carrier shall have no further obligations to any Shipper that does not execute a precedent agreement.

Expansion Shippers shall have a firm priority for use of such Expansion Capacity in proportion to their capital contribution to construction costs. The Expansion Shippers' right to use such Expansion Capacity shall be superior to that of the other Shippers.

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Barry RombergTitle: Vice President

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Section 1400 - Relationships Regarding Service (continued)1414 Expansion Policy (continued)

(b) Shipper Contributions to Expansions - Expansion Shippers must contribute the necessary capital estimated to be required to construct the Expansion before the Carrier is required to undertake construction of the Expansion or to expend any funds in anticipation of construction. Costs incurred to pay services by third parties for the design and cost estimation shall be for the account of and at the expense of the Expansion Shippers requesting the Expanded Capacity, and the Carrier shall not be required to advance such funds. The Carrier will not begin construction or expend funds to prepare to begin construction of the Expansion until the Carrier has received capital contributions equal to the entire estimated amount of the Expansion, including the costs of design and planning that are not initially paid directly by Expansion Shippers. With respect to any Expansion Shipper that does not contribute its share of the capital contribution, the Carrier shall have no further obligations and such shipper shall no longer be considered to be an "Expansion Shipper" under this Tariff. Such potential Expansion Shippers who fail to contribute their share of the required capital contribution shall have no further rights under the Expansion Policy and their precedent agreements shall become void. If the required amount of the capital contribution is not provided, the Carrier shall have no further obligations to the Expansion Shippers or former Expansion Shippers.

(c) True Up Mechanism - During construction, if actual costs exceed the costs estimated in advance of construction, Expansion Shippers will be invoiced periodically for supplemental contributions, and such invoices shall be paid within thirty days of receipt. After construction is complete, the Carrier will notify each Expansion Shipper of the actual costs of the Expansion and of each Expansion Shipper's share of the costs. With the notification, the Carrier will refund any excess capital contribution or will notify each Expansion Shipper of the amount still owing from that Expansion Shipper, and such amount will be paid in full within thirty days of the notification.

(d) Ownership of Expansion Facilities – Expansion facilities shall be the property of the Carrier without regard to any capital contribution or portion thereof contributed by the Expansion Shippers.

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Barry RombergTitle: Vice President

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Section 1400 - Relationships Regarding Service (continued)

1414 Expansion Policy (continued)

(e) Obligation to Undertake Expansions – Except as is otherwise provided in this section, Carrier is not obligated to add any facilities or expand the capacity of the Pipeline in any manner in order to provide service to any Shipper pursuant to this tariff.

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Section 1500 - Non-Carrier Installation

1501 Non-Carrier and Shipper Facilities - The Carrier will determine the location of Carrier's connections, regulators, and the metering equipment. The Shipper will, at its own expense, furnish, install, and maintain in good and safe condition or provide such Shipper Facilities which may be required for receiving or delivering Natural Gas Liquids or for utilizing such Natural Gas Liquids, including all necessary protective appliances.

Shipper Facilities shall be installed and maintained in accordance with the applicable laws and rules of any governmental authority that has jurisdiction over the Carrier.

All construction by the Shipper at a connection to Carrier's Pipeline shall be subject to the inspection and approval of the Carrier.

The Carrier shall not be responsible for any loss or damage to the extent that it is caused by the negligence or willful misconduct of the Shipper or any of the Shipper's agents in installing, maintaining, using or operating Carrier's Pipeline.

1502 Notice of Facilities Malfunctions - The Shipper shall give the Carrier immediate notice of any leakage or escape of Natural Gas Liquids or improper operation of Carrier's Pipeline or the Shipper Facilities. However, all repairs to and maintenance of the Shipper Facilities shall be made by the Shipper.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 1600 - Carrier's Installation1601 Connections and Facilities on Non-Carrier Premises

(a) Connections - Shipper shall pay for connections to Carrier's Pipeline. Connections, if performed by Carrier, will be quoted on a cost basis which shall include an allowance for industry typical overhead. Carrier shall install additional connection points requested by a Shipper if the Carrier can do so in a safe and reliable manner. Carrier may require a separate agreement for such a connection.

(b) Maintenance of Connections - The materials furnished by the Carrier, at its own expense, in the construction, maintenance, or operation of such connection will at all times be and remain the sale property of the Carrier, which will have the right, by its agents or employees, to enter upon the property occupied by the Shipper Facilities and remove such materials after the Shipper shall cease taking service from the Carrier.

The connection materials furnished by the Carrier and for which the Shipper may be charged a non-recoverable contribution for the construction of such connection will at all times be and remain the sole property of the Carrier. The Carrier will make all ordinary repairs thereon and have sole control of the same. Carrier shall reimburse the Shipper for the net salvage value of such facilities when removed by the Carrier.

(c) Meters and Facilities - All meters, regulators, service pipe, fixtures, etc., installed by the Carrier at its expense or conveyed to Carrier within the Shipper Facilities for the purpose of delivering Natural Gas Liquids to or receiving Natural Gas Liquids from the Shipper shall continue to be the property of the Carrier, and may be repaired by the Carrier. If metering or other facilities are furnished by the Shipper, the Shipper may require the Carrier to provide its own facilities or metering.

(d) Carrier's Right of Ingress to and Egress from Shipper Facilities - The Carrier shall at all times have the right of ingress to and egress from the Shipper Facilities at any time for any purpose reasonably connected with metering, the furnishing of Natural Gas Liquids, and the exercise of any and all rights secured to it by law or the tariff.

Issued by: OLIKTOK PIPELINE COMPANYBy: /s/ Barry Romberg
Barry RombergTitle: Vice President

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Section 1600 - Carrier's Installation (continued)1601 Connections and Facilities on Non-Carrier Premises (continued)

(e) Shipper Responsible for Equipment for Receiving Natural Gas Liquids - The Shipper shall, at its own risk and expense, provide, install and keep in good and safe condition all Shipper Facilities of any kind or character, which may be required for receiving Natural Gas Liquids from the Carrier, and for applying and utilizing such Natural Gas Liquids, including all necessary protective appliances, and suitable housing thereof, and the Carrier shall not be responsible for any loss or damage to the extent that it is caused by the negligence or willful misconduct of the Shipper or of any of its agents, employees or licensees in installing, maintaining, using, operating or interfering with any such Shipper Facilities.

(f) Connections Made by Carrier's Employees or Agents - Only duly authorized employees or agents of the Carrier shall be allowed to connect to the Carrier's Pipeline and/or install connections or to unlock meters whether such meters are Carrier's property or are provided by the Shipper.

1602 Change in Location of Existing Service Facilities - Any change requested by the Shipper in the Point of Receipt or Point of Delivery or location of any facilities provided such change is approved by the Carrier, will be made at the expense of the Shipper, who shall pay the Carrier's cost of such change including industry typical overhead.

1603 Protection by Shipper - The Shipper shall protect all of Carrier's property within the Shipper Facilities. The Shipper shall not tamper with or remove any of Carrier's property located and installed within the Shipper Facilities and shall permit no one but Carrier's authorized employees or agents to inspect or handle same. To the extent loss or damage to the property of Carrier is caused by the negligence, or willful misconduct of the Shipper or its agents or employees, the Shipper shall pay Carrier the amount of such loss or damage to the Carrier's property, plus any other damages incurred by the Carrier.

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Section 1700 - Metering and Billing

1701 Measurement of Natural Gas Liquids - The measurement of Natural Gas Liquids by Carrier's owned or approved inlet meter shall be conclusive upon the Shipper and the Carrier, except when such meter ceases to register or proves to be defective, in which case, the steps prescribed in Section 1702 of the tariff also shall apply. Carrier may seal or lock any meter and associated equipment connected to the Carrier's Pipeline regardless of whether such equipment is Carrier's property or the Shipper Facilities. No person, except a duly authorized employee or agent of the Carrier, shall be permitted to break or replace a seal or lock, or to alter or change a meter or its connections or location, or to alter a Natural Gas Liquids pressure regulator.

1702 Estimated Volume - Where Carrier is unable to read the meter because it is inoperable, Carrier shall calculate the volume of Natural Gas Liquids supplied based on the best available information until such time as the inlet meter is operable.

1703 Shared System Meter - If multiple Shippers deliver Natural Gas Liquids derived from a common source to the Carrier's Pipeline through a common connection and meter for transportation to a common destination, then the difference between the volume nominated and the volume tendered and metered shall be allocated to the Shippers on a pro rata basis.

1704 Discontinuance of Service Notice - Carrier will notify Shippers by mail or other appropriate means in the event of delinquency requiring discontinuance of service, with such notice given not less than thirty (30) days prior to the date of discontinuance unless a shorter period is permitted under the tariff.

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By: /s/ Barry Romberg
Barry Romberg

Title: Vice President

OLIKTOK PIPELINE COMPANY

Section 1800 - Continuity of Services Liability

1801 Shortage and Interruption - The Carrier will use reasonable diligence to supply steady and continuous service, but does not guarantee the service against irregularities or interruptions.

1802 Liability - In addition to any other provision of this tariff which restricts the liability or sets forth the liability of Carrier, the Carrier shall not be liable for any loss, cost, damage, or expense to any of the Shippers occasioned by any suspension, curtailment, or discontinuance by the Carrier for any of the reasons set forth in the tariff, or occasioned by any failure to supply Natural Gas Liquids or by interruption if caused in whole or in part by an Act of God, weather, the public enemy, acts of parties other than Carrier, quarantine, the authority of law, strikes, riots, the act of default of the Shippers, requisition or other action by or inaction of any government or governmental agency, court order or decision or lack thereof, shrinkage, or other normal operating losses, or any other cause, except to the extent it is attributable to the negligence or willful misconduct of the Carrier.

1803 Time Limitation of Claims - As a condition precedent to recovery for loss or delay, claims must be filed in writing with the Carrier within (9) months and one (1) day after delivery of the Natural Gas Liquids, or in case of failure to make delivery, then within nine (9) months and one (1) day after a reasonable time for delivery has elapsed. Suits may be instituted against the Carrier only within two (2) years and one (1) day from the day when notice by mail and email is given by the Carrier to the claimant that Carrier has disallowed the claim or any part or parts thereof, specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier will not be liable and such claims will not be paid.

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Barry RombergTitle: Vice President

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Section 1800 - Continuity of Services Liability (continued)

1804 Responsibility for Personal Injury and Environmental Claims - To the extent caused by the negligence or willful misconduct of Carrier, claims for losses, damages, or legal expenses requiring the expenditure of funds by Carrier on behalf of Carrier, its officers, directors, employees, or agents relating to personal injury, property damage, or environmental liabilities shall be paid for by the Carrier. Carrier may self-insure or purchase insurance against its negligence or willful misconduct including the negligence or willful misconduct of Carrier's operator and may include the cost of insurance or the imputed cost of self-insurance in its rates. Carrier may include in its rate the cost of losses, damages, or legal expenses relating to personal injuries, property damage, or environmental liability except to the extent caused by Carrier's negligence or willful misconduct.

1805 Limitation on Damages - Notwithstanding any other provision of this tariff, in no event shall Carrier and Shipper be liable to each other for exemplary or consequential damages relating to operation of the Pipeline including, but not limited to, loss of profits or revenue.

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Barry Romberg

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OLIKTOK PIPELINE COMPANY

Section 1900 – Notices

1901 Carrier Notices to Shippers - Any notices the Carrier may give to any Shipper which transports Natural Gas Liquids pursuant to the tariff of the Carrier shall be given by written notice mailed to the Shipper at the Shipper's address and by e-mail the Shipper's contact for transactions under this tariff.

1902 Shipper's Notices to Carrier - Any notice from any Shipper to the Carrier under any of the Carrier's schedules of rates, or under and pursuant to the tariff of the Carrier shall be by written notice mailed to the Carrier at the Carrier's address and by e-mail to the Shipper's contact for transactions under this tariff. The Carrier's address, email, and telephone number for purposes of notice is:

Barry Romberg
Vice President
Oliktok Pipeline Company
700 G Street
P.O. Box 100360
Anchorage, Alaska 995010-0360
Telephone Number: (907) 263-2793
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