

BELLE FOURCHE PIPELINE COMPANY
AND
BRIDGER PIPELINE, LLC
IN CONNECTION WITH
TALLGRASS PONY EXPRESS PIPELINE, LLC

JOINT TARIFF
Applying on the Transportation of

Crude Petroleum

The rates published in this tariff are for the transportation of Crude Petroleum by pipeline subject to the regulations named in Belle Fourche Pipeline Company's ("Belle Fourche") F.E.R.C. No. [W] ~~112.22.0~~ ~~442.48.0~~, Bridger Pipeline LLC's ("Bridger") F.E.R.C. No. [W] ~~26.15.0~~ ~~26.44.0~~ or Tallgrass Pony Express Pipeline, LLC ("Tallgrass") F.E.R.C. No. [W] ~~1.22.0~~ ~~4.8.0~~ or subsequent issues thereof and any further limitations specified in the local tariffs that comprise the joint movements specified herein. Rates are payable in U.S. currency.

Filed pursuant to 18 C.F.R. § [W] ~~341.3~~ ~~342.3~~ (~~Indexing~~)

[N] Request for Special Permission

Issued on 17 days' notice under authority of 18 C.F.R. § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30-day review period.

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

EXPLANATION OF REFERENCE MARKS

[C] Cancel.
[N] New.
[U] Unchanged rate.
[W] Change in wording only.

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Table of Joint Rates ^[N] _[U]

List of Points from and to which rates apply and rates on petroleum in cents per barrel of 42 US gallons.

Origins	Destination	Committed Shipper Joint Rates ([W] 2 ¹)			Uncommitted Shipper Joint Rates ([W] 3 ¹)		
		10,000-24,999 barrels per day commitment	25,000-59,999 barrels per day commitment	60,000 barrels per day commitment [C] or greater	5,000 – [W] 54,999 ^{59,999} barrels per day	[W] 55,000-60,000 barrels per day [C] or greater	[N] 60,001 barrels per day <u>or greater</u>
Hwy 23 (Keene) Station, McKenzie County, North Dakota (W) 3 ⁵)	Deeprock Terminal and Connecting Carriers, Cushing, Payne County, Oklahoma (W) (4) (2) Or Phillips 66, Ponca City, Key County, Oklahoma Or Augusta Destination, located near El Dorado, Kansas (W) (10) (8) Or McPherson Destination located near McPherson, Kansas (W) (10) (8)	[U] 873.19	[U] 750.94	[U] 416.63	[U] 970.21	[U] 462.93	[N] <u>416.63</u>
Interconnection Points on Four Bears Pipeline in Dunn and McKenzie Counties, North Dakota (W) 3 ⁵)		[U] 873.19	[U] 750.94	[U] 416.63	[U] 970.21	[U] 462.93	[N] <u>416.63</u>
Hwy 200 (Killdeer) Station, Dunn County, North Dakota (W) 3 ⁵)		[U] 873.19	[U] 750.94	[U] 416.63	[U] 970.21	[U] 462.93	[N] <u>416.63</u>
Skunk Hill Station, Billings County, North Dakota (W) 3 ⁵)		[U] 873.19	[U] 750.94	[U] 721.83	[U] N/A	[U] N/A	[N] <u>N/A</u>
Fischer Station, Richland County, Montana ([W] 4 ⁶)		[U] 780.05	[U] 675.27	[U] 416.63	[U] 869.34	[U] 462.93	[N] <u>416.63</u>
Richey Station, Dawson County, Montana ([W] 4 ⁶)		[U] 780.05	[U] 675.27	[U] 416.63	[U] 860.45	[U] 462.93	[N] <u>416.63</u>
Alexander Station, McKenzie County, North Dakota ([W] 5 ⁷)		[U] 873.19	[U] 750.94	[U] 416.63	[U] 970.21	[U] 462.93	[N] <u>416.63</u>

Belle Fourche Pipeline in Billings, Golden Valley, Stark and McKenzie Counties, ND ([W] 5 7)	[U] 873.19	[U] 750.94	[U] 416.63	[U] 970.21	[U] 462.93	[N] <u>416.63</u>
Belle Fourche Sandstone Station (Route 9), Fallon County, Montana ([W] 6 8)	[U] 698.56	[U] 698.56	[U] 416.63	[U] N/A	[U] 462.93	[N] <u>416.63</u>
Belle Fourche Guernsey Station (Route 8), Platte County, Wyoming ([W] 7 9)	[U] 452.90	[U] 400.50	[U] 317.75	[U] 480.39	[U] 353.06	[N] <u>353.06</u>

Notes:

(1) [N] Belle Fourche, Bridger and Tallgrass will not be required to accept a nomination for transportation under this Joint Tariff for a quantity of Crude Petroleum that is less than 5,000 Barrels per day, on average, for a month (“Minimum Quantity”). Moreover, a Shipper must specify in its submitted nomination the portion, if any, of such nomination that concerns Barrels being tendered pursuant to its TDA, as such term is defined in Note (2) below (“Committed Barrels”), which will be subject to the applicable Committed Shipper Joint Rate, and/or the portion, if any, of such nomination that concerns Barrels that are not subject to its TDA (“Uncommitted Barrels”), which will be subject to the applicable Uncommitted Shipper Joint Rate.

[W] (2) (4) The “Committed Shipper Joint Rates” are available to those shippers that entered into a Throughput and Deficiency Agreement with both Belle Fourche and Tallgrass during the joint Open Season the carriers held in May, 2012 (“Open Season”), and committed therein to ship the specified amount of Crude Petroleum per day either from or through Belle Fourche’s terminal at Guernsey, Wyoming, to any of the Destinations specified above (“Committed Shippers”). Shippers that are not Committed Shippers [N] and who do not meet the Minimum Quantity set forth in Note (1) above may ship volumes from the above-stated Origins to the above-stated Destinations via the local tariffs of Belle Fourche, Bridger and Tallgrass referenced in the notes below under “Joint Routing.”

[N] (3) The “Uncommitted Shipper Joint Rates” are available to any shipper that ships under this tariff and that meets the [W] Minimum Quantity set forth in Note (1) above requisite volume threshold. [N] For purposes of determining eligibility for the Uncommitted Shipper Joint Rates and to determine which tier of Uncommitted Shipper Joint Rate applies, all Barrels of Crude Petroleum shipped or for which a Deficiency Payment (as defined below) is made, whether Committed Barrels or Uncommitted Barrels, shall be considered. For the avoidance of doubt, Uncommitted Barrels that are not being shipped pursuant to the Shipper’s TDA, and therefore are not subject to the TDA, shall not be considered to be Incremental Barrels, as such term is defined below.

[W] (4) (2) Includes confirmed nominated deliveries to terminals at Blue Knight, Rose Rock, Enterprise, Enbridge, Plains All-American, Deeprock South, Deeprock North, NGL Energy Partners, and Seaway Crude Pipeline Company LLC.

Joint Routing:

[W] (5) (3) Bridger – Origin Stations, in Dunn, McKenzie and Billings County, North Dakota, for delivery to Sandstone Station, Fallon County, Montana (Bridger F.E.R.C. No. [W] 36.21.0 36.16.0) connecting to:
 Belle Fourche at Sandstone Station, Fallon County, Montana for delivery to Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] 119.13.0 119.9.0) connecting to:
 Tallgrass at Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] 129.6.0 129.1.0), for further delivery to the Destinations (Tallgrass F.E.R.C. No. [W] 2.28.0 2.8.0). Gathering performed in association with the movements subject to this note will be assessed charges and loss allowance therefore as set forth in the individual tariffs for such gathering service.

[W] (6) (4) Bridger – Origin Stations, in Richland and Dawson Counties, Montana for delivery to Sandstone Station, Fallon County, Montana (Bridger F.E.R.C. No. [W] 28.15.0 28.12.0) connecting to:
 Belle Fourche at Sandstone Station, Fallon County, Montana for delivery to Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] 119.13.0 119.9.0) connecting to:

Tallgrass at Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] ~~129.6.0 129.1.0~~), for further delivery to the Destinations (Tallgrass F.E.R.C. No. [W] ~~2.28.0 2.8.0~~). Truck unloading or gathering performed in association with the movements subject to this note will be assessed the charges and loss allowance therefore as set forth in the individual tariffs for such truck unloading or gathering service.

[W] ~~(7) (5)~~ Belle Fourche – Origin Stations, in Billings, Golden Valley, Stark and McKenzie Counties, North Dakota for delivery to Sandstone Station, Fallon County, Wyoming (Belle Fourche F.E.R.C. No. [W] ~~121.13.0 121.9.0~~) for delivery to Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. [W] ~~119.13.0 119.9.0~~) connecting to:

Tallgrass at Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] ~~129.6.0 129.1.0~~), for further delivery to the Destinations (Tallgrass F.E.R.C. No. [W] ~~2.28.0 2.8.0~~). Gathering performed in association with the movements subject to this note will be assessed charges and loss allowance therefore as set forth in the individual tariffs for such gathering service.

[W] ~~(8) (6)~~ Belle Fourche – Origin Station, in Fallon County, Montana for delivery to Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] ~~119.13.0 119.9.0~~) connecting to:

Tallgrass at Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] ~~129.6.0 129.1.0~~), for further delivery to the Destinations (Tallgrass F.E.R.C. No. [W] ~~2.28.0 2.8.0~~).

[W] ~~(9) (7)~~ Belle Fourche – Origin Station, at Guernsey Station, Platte County, Wyoming for delivery to Tallgrass at Guernsey Station, Platte County, Wyoming (Belle Fourche F.E.R.C. No. [W] ~~129.6.0 129.1.0~~), for further delivery to the Destinations (Tallgrass F.E.R.C. No. [W] ~~2.28.0 2.8.0~~).

[W] ~~(10) (8)~~ All movements to the Augusta Destination or the McPherson Destination shall be subject to an additional charge (*i.e.*, in addition to all other applicable tariff rates, fees and charges) of [U] \$0.10 per barrel.

Pump Over/Storage Charges

At Origins

The pumpover charge from Belle Fourche's Guernsey Station into Tallgrass' pipeline system at Guernsey Station is included in the rates provided in the Table of Joint Rates above.

At Destinations

There will be no pump-over charges for deliveries made to the Ponca City Refinery, Rose Rock, Blue Knight, Plains All American Pipeline, Enterprise, Enbridge, Deeprock North, and Deeprock South terminal(s) from the Deeprock Terminal. For deliveries made to the NGL Energy Partners terminal, an additional pump-over charge of [U] \$0.08 per barrel will be assessed, and for deliveries made to Seaway Crude Pipeline Company LLC, an additional pump-over charge of [U] \$0.10 per barrel will be assessed.

Pipeline Loss Allowance

Each shipper moving under this Joint Tariff shall pay the pipeline loss allowance applicable in each line segment comprising shipper's joint movement upstream of Sandstone Station, as set forth in the rules and regulations applicable to each such line segment plus 0.25% for movements on Routes 8 and 9.

Shippers shall also pay a pipeline loss allowance associated with the Deeprock Terminal based on actual loss experienced at the Deeprock Terminal.

Deficiency Charges and Incremental Barrel Movements

If a Committed Shipper ships fewer [W] ~~Committed Barrels~~ barrels of Crude Petroleum in a month than such Committed Shipper committed to ship therein ("Monthly Minimum Commitment"), then the Committed Shipper shall make a payment to such carriers for the difference ("Deficiency Payment"), with the Deficiency Payment being calculated by multiplying the Committed Shipper Rate applicable to the Committed Shipper's Monthly Minimum Commitment times the difference between (i) the actual number of barrels that the Committed Shipper shipped in the month and (ii) the Committed Shipper's Monthly Minimum Commitment ("Monthly Deficient Barrels").

The applicable Deficiency Payment that a Committed Shipper makes to the Belle Fourche and Tallgrass shall be used a credit, on a dollar-for-dollar basis, against any transportation charges the Committed Shipper may owe to such carriers for the transportation of [W] ~~Committed Barrels~~ barrels of Crude Petroleum [C] ~~, under this Joint Tariff,~~ that are in excess of the Committed Shipper's Monthly Minimum Commitment [N] ~~, except as provided in Note (3) above~~ ("Incremental Barrels").

Any payment that a Committed Shipper makes to Belle Fourche and Tallgrass for the transportation of Incremental Barrels shall be used as a credit, on a dollar-for-dollar basis, against any future Deficiency Payment that the Committed Shipper may owe to such carriers; provided, however, that any transportation charge for Incremental Barrels that a Committed Shipper pays for by application of a Deficiency Payment credit cannot subsequently be used as credit against future Deficiency Payments owed by the Committed Shipper.