

TransCanada Keystone Pipeline, LP

Local Pipeline Tariff

Containing Rates
Applying to the Transportation of
Petroleum

From the International Boundary with Canada at or near Haskett, Manitoba

To Points in Illinois, Oklahoma and Texas

Governed, except as otherwise provided, by TransCanada Keystone Pipeline, LP's Rules and Regulations, F.E.R.C. No. 5.5.0, and supplements thereto and reissues thereof. Capitalized terms used herein and not otherwise defined have the meanings set out in such Rules and Regulations.

[N] Filed in accordance with 18 C.F.R. §§ 342.4(c), and in compliance with TransCanada Keystone Pipeline, LP, 135 FERC ¶ 61,259 (2011) in Docket No. OR11-7-000.

Filed in accordance with 18 C.F.R. § 342.3(a).

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

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Uncommitted Rates⁽¹⁾

(Rates in United States dollars per Cubic Meter)

| Origin | Destination | Ceiling Level | | Temporary Discounted Rates In Effect | |
|---|-----------------------------------|---------------|-------------|--------------------------------------|--------------------------|
| | | Light Crude | Heavy Crude | Light Crude | Heavy Crude |
| International Boundary at or near Haskett, Manitoba | Wood River, Illinois | [U] 42.5393 | [U] 46.1197 | [U] 42.539 | [U] 46.119 |
| | Patoka, Illinois | [U] 42.9992 | [U] 46.7756 | [U] 42.999 | [U] 46.775 |
| | Cushing, Oklahoma | [U] 47.7708 | [U] 51.0283 | [U] 47.770 | [U] 51.028 |
| | Port Arthur, Texas ⁽⁸⁾ | [U] 71.4557 | [U] 79.4498 | [U] 71.455 | [U] 79.449 |
| | Houston, Texas | [U] 74.5936 | [U] 83.2155 | [I] <u>74.593</u> | [I] <u>83.215</u> |

⁽¹⁾ Uncommitted Rates are applicable to a Non-Term Shipper and to a Term Shipper for volumes Tendered in excess of the Contract Volume in accordance with Term Shipper's Contract.

⁽⁸⁾ Volumes Tendered to Port Arthur will be charged an additional surcharge as follows:

[C] ~~a) US\$0.6290/m³ for volumes Delivered at the Lucas interconnect facility;~~

[W] ~~a) b) [U] US\$0.818/m³ for volumes Delivered at the Beaumont interconnect facility; [C] and~~

[W] ~~b) e) [U] US\$5.6584/m³ for volumes Delivered at the Sour Lake interconnect facility.~~

Committed Rates⁽²⁾

(Rates in United States dollars per Cubic Meter)

| Origin | Destination | Contract Term | | Fixed | Variable ⁽¹¹⁾ | | Total | |
|---|------------------------------------|---------------|-------------------|---------------------------|----------------------------|----------------------------|-----------------------------------|-----------------------------------|
| | | | | Light and Heavy Crude | Light Crude | Heavy Crude | Light Crude | Heavy Crude |
| International Boundary at or near Haskett, Manitoba | Wood River, Illinois | 20 yr | A ^(3a) | [U]12.835 | [I]6.445 ⁽⁵⁾⁽⁹⁾ | [I]9.207 ⁽⁵⁾⁽⁹⁾ | [I]19.280 | [I]22.042 |
| | | | B ^(3b) | [U]13.464 | | | [I]19.909 | [I]22.671 |
| | Patoka, Illinois | 20 yr | A ^(3a) | [U]12.835 | [I]6.797 ⁽⁵⁾⁽⁹⁾ | [I]9.710 ⁽⁵⁾⁽⁹⁾ | [I]19.632 | [I]22.545 |
| | | | B ^(3b) | [U]13.464 | | | [I]20.261 | [I]23.174 |
| | Cushing, Oklahoma | 10 yr | | [U]19.275 ⁽⁵⁾ | [I]5.874 ⁽⁹⁾ | [I]8.392 ⁽⁹⁾ | [I]25.149 | [I]27.667 |
| | Cushing, Oklahoma | 20 yr | | [U]17.147 ⁽⁵⁾ | [I]5.874 ⁽⁹⁾ | [I]8.392 ⁽⁹⁾ | [I]23.021 ⁽³⁾⁽⁴⁾⁽⁶⁾⁽⁷⁾ | [I]25.539 ⁽³⁾⁽⁴⁾⁽⁶⁾⁽⁷⁾ |
| | Port Arthur, Texas ⁽¹⁰⁾ | 20 yr | A | [U]49.4164 ⁽⁹⁾ | [I]8.915 | [I]12.736 | [I]58.3314 | [I]62.1524 |
| | | | B | [U]28.172 ⁽⁹⁾ | [I]8.915 | [I]12.736 | [I]37.087 | [I]40.908 |
| | Houston, Texas | 20 yr | A | [U]49.4164 ⁽⁹⁾ | [I]8.910 | [I]12.729 | [I]58.3264 | [I]62.1454 |
| | | | B | [U]28.172 ⁽⁹⁾ | [I]8.910 | [I]12.729 | [I]37.082 | [I]40.901 |

(2) Committed Rates are applicable to a Term Shipper and are charged in accordance with Term Shipper's Contract. Fixed Rate referenced in the above table means the Term Shipper Commitment Rate as set forth in Term Shipper's Contract.

(3) In accordance with Term Shipper's contract, Term Shippers with a contract Delivery Point at Patoka or Wood River seeking a temporary Alternate Delivery Point at Cushing, will be charged the Cushing 20 yr fixed rate plus the Cushing variable rate plus:

- a) [U] US\$0.629/m³; or
- b) [U] US\$1.572/m³.

(4) Term Shippers with a contract Delivery Point at Patoka or Wood River who have made a volume commitment to an Alternate Delivery Point at Cushing will be charged the Cushing 20 yr fixed rate plus the Cushing variable rate, in accordance with Term Shipper's contract.

(5) Term Shippers with a contract Delivery Point at Cushing seeking a temporary Alternate Delivery Point at Patoka or Wood River will be charged the Cushing fixed rate for the applicable Contract term plus the variable rate to the appropriate Delivery Point, in accordance with Term Shipper's contract.

(6) Term Shippers who have made a volume commitment to an Alternate Delivery Point at Port Arthur⁽¹⁰⁾ and/or at Houston, will be charged the Cushing 20 yr fixed rate plus the Cushing variable rate plus [I] US\$10.416/m³, in accordance with Term Shipper's contract. An additional surcharge of [I] US\$2.083/m³ will be charged for the transportation of Heavy Crude. Volumes Tendered in excess of their volume commitment and offset by make-up volumes to Cushing will be charged the difference between the Uncommitted Rate to such Alternate Delivery Point and the uncommitted rate ceiling level to Cushing. Additional volumes Tendered in excess of their volumes commitments and not offset by make-up volumes to Cushing will be charged the applicable Uncommitted Rate as specified in Footnote 1.

(7) Term Shippers seeking a temporary Alternate Delivery Point at Port Arthur⁽¹⁰⁾ or at Houston, will be charged the applicable committed rate to Cushing plus the difference between the Uncommitted Rate to such Alternate Delivery Point and the uncommitted rate ceiling level to Cushing, in accordance with Term Shipper's contract.

(9) Term Shippers with a contract Delivery Point at Port Arthur or at Houston seeking a temporary Alternate Delivery Point at Patoka, Wood River or Cushing will be charged the applicable fixed rate plus the variable rate to such Alternate Delivery Point, in accordance with Term Shipper's Contract.

(10) Volumes Tendered to Port Arthur will be charged an additional surcharge as follows:

[C] a) ~~US\$0.6290/m³ for volumes Delivered at the Lucas interconnect facility;~~

[W] a) ~~b) [U] US\$0.818/m³ for volumes Delivered at the Beaumont interconnect facility;~~ [C] and

[W] b) ~~e) [U] US\$5.6584/m³ for volumes Delivered at the Sour Lake interconnect facility.~~

⁽¹¹⁾ As set out in Term Shippers Contract, a variable rate true-up will occur after commencement of service to the Cushing Delivery Point and after the end of each calendar year thereafter. The final variable rate will be determined by allocating actual costs incurred in operating the Pipeline System over the actual volumes tendered by shippers. To the extent that the final variable rate is less than (greater than) the estimated variable rate, the difference shall be refunded (charged) to the Term Shipper, as the case may be, in accordance with the Term Shipper's Contract.

Explanation of reference marks:

[C] Cancel, [I] Increase, [N] New, [U] Unchanged Rate [W] Change in Wording.