



ROAD USE AGREEMENT

by and between POLK COUNTY
and
Oneok Sterling III Pipeline L.L.C.

Whereas, Oneok Sterling III Pipeline L.L.C., intends to perform activities in Polk County, Texas, which will include the use of super heavy vehicles (over 84,000 lbs) on certain county roads: and

Whereas, the proposed activities will require super heavy vehicular traffic on a route which will include travel over county roads & bridges, as follows; Rocky Creek Rd, Wells Landing Rd, Sandydale Ln, Walding Rd, Coway Rd, Spring Creek, Spring Creek Loop, Old Groveton Rd (unpaved county portion); and

Whereas, the proposed traffic will exceed the weight capacity of the aforementioned county roads and bridges and may cause or significantly contribute to substantial damage on said roads and bridges; and

Whereas, Oneok Sterling III Pipeline L.L.C. and Polk County agree that the aforementioned traffic of super heavy vehicles on county roads and bridges is necessary for the proposed activity and that Polk County should be compensated for any damages or additional maintenance costs incurred as a result of said traffic;

Therefore, Oneok Sterling III Pipeline L.L.C. and Polk County, Texas hereby agree and contract as follows:

ASSURANCES:

Oneok Sterling III Pipeline L.L.C. SHALL;

1. Pay to Polk County, Texas its actual costs, including labor, equipment useage and materials for all repairs, replacement or maintenance incurred as a result of the aforementioned traffic of super heavy vehicles on the county roads and bridges stated herein, above, during the period of May -1- 2013 to Dec, 31 -2013,
2. Oneok Sterling III Pipeline L.L.C. shall provide surety to Polk County in the form of a surety bond in the amount of \$200,000. Said surety shall be presented to the County Judge upon execution of this agreement and shall be deposited with the County Treasurer of Polk County. The aforementioned surety shall provide for the prompt payment upon demand by Polk County for the repairs, replacement and maintenance costs incurred. However, the liability of Oneok Sterling III Pipeline L.L.C. shall not be limited to the slated amount of said surely and Oneok Sterling III Pipeline L.L.C. hereby agrees to pay any additional sums as may be required for said repairs, replacement and maintenance upon demand.
3. Oneok Sterling III Pipeline L.L.C. agrees to provide 48 hours notice to Polk County before transporting or operating any equipment or commencing any super heavy vehicular traffic on the approved county roads and/or bridges which may interrupt the normal How of traffic on said roads and/or bridges.
4. Spccial Requirements agreed to be performed by Oneok Sterling III Pipeline L.L.C.: [Special Req.] None

POLK COUNTY SHALL:

Allow Oneok Sterling III Pipeline L.L.C. to utilize Rocky Creek Rd, Wells Landing Rd, Sandydale Ln, Walding Rd, Coway Rd, Spring Creek, Spring Creek Loop, Old Groveton Rd (unpaved county portion) for the transport of all necessary equipment and traffic of super heavy vehicles involved in tire proposed activity, without weight limitations from May-1, 2013 to Dec, 31, 2013.

Make a physical inspection/s of the subject site during the period agreed upon herein. Upon expiration of said period and the associated halting of the approved unlimited weight traffic, the County shall release any portion of the surety which has not been required for costs incurred or expected to be incurred, or may notify Oneok Sterling III Pipeline L.L.C. of any costs incurred which are in excess of the surety provided and may demand payment of those costs.

Executed by Oneok Sterling III Pipeline L.L.C.:

3/5/13
Date

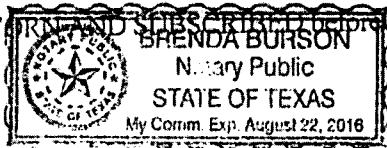
Authorized Signature

STATE OF TEXAS

COUNTY OF Polk

I, Brenda Burson, a notary public, in and for the State of Texas, do hereby certify that on this the 5th day of March 2013, personally appeared before me Art Bohmeyer being first duly sworn, declared that he/she is the person whose signature is affixed hereto and that he/she is duly authorized to execute the foregoing document on behalf of Oneok Sterling III Pipeline L.L.C.

SWORN AND SUBSCRIBED before me this 5th, day of March 2013



Notary Public in and for the State of Texas
Printed Name: Brenda Burson

Approved by the Polk County Commissioners Court in a regular session held this 9 day of April, 2013

John P. Thompson, County Judge
Polk County, Texas

ROAD USE PERMIT BOND

Bond No. 022027322

KNOW ALL MEN BY THESE PRESENTS, that we, ONEOK Sterling III Pipeline, L.L.C., as Principal, and Liberty Mutual Insurance Company, licensed to do business in the State of Texas, as Surety, are held and firmly bound unto Polk County - Precinct 2, Texas (Obligee), in the penal sum of Two Hundred Thousand and No/100 Dollars (\$200,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained a permit from the County to work within the public right-of-way as indicated on the permit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal shall repair or install said facilities in the right-of-way as set forth in said permit; and complete, or cause same to be completed within the time specified on the permit for such completion; and construct same according to the plans for the facilities; and restore the right-of-way in accordance to the technical specifications used by the County. If the restoration of the right-of-way endures without the need of repairs for this specified period, then this obligation shall be void; otherwise this obligation shall remain in full force and effect until the permit expires. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

This bond shall become effective the 1st day of April, 2013, and shall remain in effect for a period of one year until the 1st day of April, 2014. The bond may be terminated by thirty (30) days written notice of cancellation by the Surety. The liability of the Surety under this bond shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

Sealed with our seals and dated this 28th day of March, 2013.

Witness Lore Fennell

Witness Bridgette S. Jackson

ONEOK Sterling III Pipeline, L.L.C.
(Principal)
By Mark W. Smith
VP - Treasury Operations

Liberty Mutual Insurance Company
(Surety)
By Claudia Nuñez
Claudia Nuñez, Attorney-In-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.
This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5290202

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

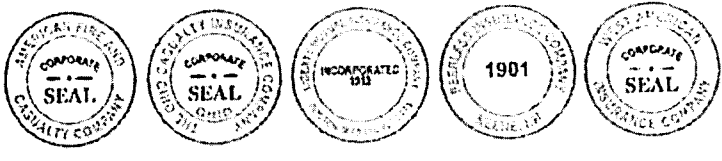
Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, BRIDGETTE S. JACKSON, PHIL NEIGHORN, CLAUDIA NUÑEZ,

all of the city of DALLAS state of TEXAS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 3rd day of April, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 3rd day of April, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 28th day of March, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary

POA - AFCC, LMIC, OCIC, PIC & WAIC
LMS_12673_012012

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.