

ONEOK Bakken Pipeline, L.L.C.
Cash Management Agreement

This Cash Management Agreement (“Agreement”) dated as of December 19, 2012 (“Effective Date”), is between ONEOK Partners Intermediate Limited Partnership, a Delaware limited partnership (“ONEOK Partners ILP”), and ONEOK Bakken Pipeline, L.L.C., a Delaware limited liability company (“ONEOK Bakken Pipeline”).

WHEREAS, ONEOK Partners ILP performs cash management functions for its direct and indirect wholly-owned subsidiaries to ensure the efficient use of cash; and

WHEREAS, ONEOK Bakken Pipeline is a wholly-owned, indirectly held subsidiary of ONEOK Partners ILP;

NOW, THEREFORE, ONEOK Partners ILP and ONEOK Bakken Pipeline hereby agree as follows:

1. Cash Management

(a) ONEOK Partners ILP may, without notice to or demand on ONEOK Bakken Pipeline, transfer any available cash on hand at ONEOK Bakken Pipeline bank accounts to one or more ONEOK Partners ILP bank accounts. ONEOK Partners ILP may make such transfer on a daily, weekly, or monthly basis at the sole discretion of ONEOK Partners ILP.

(b) ONEOK Partners ILP will, upon ONEOK Bakken Pipeline’s demand, return such cash to ONEOK Bakken Pipeline to meet ONEOK Bakken Pipeline’s cash needs.

(c) ONEOK Partners ILP may, without notice to or demand on ONEOK Bakken Pipeline, net accounts receivable – related party (from ONEOK Partners ILP) against accounts payable – related party (to ONEOK Partners ILP) and any contra cash accounts.

(d) Settlement of intercompany obligations (intercompany accounts receivable – related party and intercompany accounts payable – related party) through the use of the interdivisional cash account (account number 1310900 or other) will be deemed as settled at the time the entry is made. All settlements made through the interdivisional account prior to the Effective Date of this Agreement are deemed as settled as of the date of the entry.

2. Use of Funds

ONEOK Partners ILP may use cash transferred from ONEOK Bakken Pipeline’s accounts to ONEOK Partners ILP accounts for any purpose at the sole discretion of ONEOK Partners ILP.

3. Interest

Except as provided in this paragraph, interest will accrue on or be paid by ONEOK Partners ILP on cash transferred from ONEOK Bakken Pipeline accounts to ONEOK Partners ILP. Interest expense is derived from the average interest rate incurred by ONEOK Partners ILP to secure short-term debt over the applicable time period, or when ONEOK Partners ILP has no short-term debt, the average of 1-month LIBOR over the applicable period plus 5 basis points (the applicable rate is hereto after referred to as the “Base Rate”). If ONEOK Bakken Pipeline has a negative cumulative cash balance, the Base Rate plus 50 basis points is applied to the balance to calculate ONEOK Bakken Pipeline’s interest expense for the period. If ONEOK Bakken Pipeline has a positive cumulative cash balance, the Base Rate minus 50 basis points is applied to the balance to calculate ONEOK Bakken Pipeline’s interest income for the period.

4. Administration

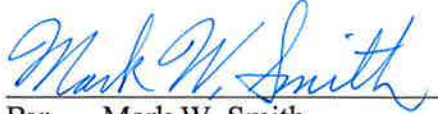
ONEOK Partners ILP shall administer the cash management function. All expenses of the cash management function shall be borne by ONEOK Partners ILP. ONEOK Partners ILP shall make available to ONEOK Bakken Pipeline information, including the monthly cash balance, to enable ONEOK Bakken Pipeline to accurately record such activity on the books and records of ONEOK Bakken Pipeline.

5. Prior Agreements and Amendments

This Agreement supersedes any prior agreements between the parties relating to cash management. Any amendments to this Agreement must be in writing and executed by both parties.

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ONEOK PARTNERS INTERMEDIATE LIMITED PARTNERSHIP,
BY ONEOK ILP GP, L.L.C., ITS GENERAL PARTNER



By: Mark W. Smith
Title: Vice President - Treasury



ONEOK BAKKEN PIPELINE, L.L.C.



By: Mark W. Smith
Title: Vice President - Treasury

