

# **MARATHON PIPE LINE LLC**

## **NON-JURISDICTIONAL RATE SHEET**

### **LOADING AND TRANSFER CHARGE**

**APPLYING AT TANKAGE**

**IN**

**LIMA, OHIO**  
**(ALLEN COUNTY)**

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Marathon Pipe Line LLC will transfer TRANSMIX (as defined herein under Item No. 2) from its tankage facilities at Lima (Shawnee Station), Ohio and pumpover such barrels to truck rack at a rate of [I] 30.80 cents per Barrel of 42 U.S. gallons.

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[I] Increase

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**EFFECTIVE JULY 1, 2023**

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**ISSUED BY**  
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# **RULES AND REGULATIONS**

**The Company will undertake transferring Transmix, as defined herein, from its tank facilities to its truck rack, subject to the following rules and regulations:**

## **1. Definitions**

As used in these rules and regulations, the following meanings are applicable:

“Barrel” means forty-two United States gallons.

“Company” means and refers to Marathon Pipe Line LLC.

“Customer” means the party who contracts with the Company for the transfer of Transmix from Company’s tankage facilities at Lima (Shawnee Station), Ohio and loading of such commodities into trucks, subject to and in compliance with these rules and regulations, and in accordance to the applicable charge on this rate sheet.

“Transmix” means and refers to the mixture of petroleum products and liquified petroleum gases as specified and defined in Item No. 2 “Specifications of Commodities”.

## **2. Specification of Commodities Allowed**

Liquified petroleum gases commonly known as as propane, isobutane, butane, or mixtures of such products are classified as **Specification C** commodities by the Company. The Company classifies petroleum products transported from the Utica Shale area and commonly known as light condensate, natural gasoline (diluent) and natural gasoline (fractionation) as **Specification D** commodities.

**Transmix** includes the mixture and comingled combination of any Specification C commodity and/or Specification D commodity.

## **3. Services**

The service provided by Company pursuant to the loading and transfer charge shall only consist of pumping services from tanks to the truck rack at Lima (Shawnee Station), Ohio.

## **4. Scheduling**

All scheduling of Transmix delivery will be made pursuant to Company’s current procedures and operation schedules.

## **5. Volume Losses**

Company shall have no obligation to measure volume gains and losses and shall have no liability whatsoever for physical losses that may result from the services provided under this rate sheet.

## **6. Custody and Title**

While Company shall have physical custody of Customer’s Transmix, at no time shall Company acquire or be deemed to acquire title to Transmix. Customer shall retain title to and the right to deliver Barrels to the truck rack.

## **7. Measuring and Testing**

Both the Company and the Customer will have the privilege of witnessing gauging, meter readings and testing to which commodities are subjected. Should Customer not avail itself of the right to be present or represented at the times of witnessing gauging and meter readings, it shall be presumed that Company's records of quantities of Commodities received or delivered by Company are correct. If tank gauges are used, quantities will be computed from regularly compiled tank tables, that are mutually acceptable, showing one hundred percent (100%) of the full capacity of the tanks.

## **8. Rate Applicable**

Barrels transported shall be subject to the rate, and governed by the rules and regulations in effect on the date such commodities are received by the Company.

## **9. Payment of Charges**

The Customer shall be obligated to pay Company all charges and fees upon Company's performance of the designated service(s). Payment of such charges and fees shall be made in accordance with invoice terms and these rules and regulations. The Company may, at its option, require the Customer to pay all such charges and fees in advance or to provide an irrevocable letter of credit satisfactory to the Company. Company is entitled to a lien for all unpaid accrued charges and fees. Such lien attaches to any commodity retained by Company for the Customer's account. Company may refuse to deliver to the Customer until all charges or fees owed to Company have been paid in full by such party.

If any charge remains unpaid after the payment due date, then such amount due shall bear interest calculated at an annual rate equivalent to 125% of the prime rate of interest charged by the Citibank N.A. of New York, New York, for loans made to substantial and responsible commercial borrowers from the payment due date of the invoice to the date payment is received by the Company.

If any such charges or fees remain unpaid for thirty (30) calendar days after the payment due date, the Company shall have the right, either directly or through an agent, to sell any of the Customer's Commodities within the custody of the Company. From the proceeds of this sale, Company will deduct all transportation charges, other lawful charges and fees and interest due to Company, including expenses incident to said sale, and the balance of the remaining proceeds, if any, shall be held by Company for whomsoever may be lawfully entitled thereto. If proceeds from such sale are not sufficient, Customer will remain liable for any deficiency including the above interest charges.

## **10. Claims, Suits, Time for Filing**

As a condition precedent to recovery for loss or damage, claims must be filed in writing with the Company within nine (9) months after delivery of the property, or, in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suits must be instituted against the Company within two (2) years and one (1) day from the day that notice in writing is given by the Company to the claimant that the Company has disallowed the claim or any part or parts thereof. Where claims are not filed or suits are not instituted in accordance with the foregoing provisions, Company is not liable and such claims will not be paid.