

MARATHON PIPE LINE LLC

In Connection with

Ohio River Pipe Line LLC

JOINT TARIFF

Containing

Non-Contract Rates and Contract Rates

The rates named in this tariff for the intrastate transportation of PETROLEUM PRODUCTS (Condensate, Natural Gasoline and Diluent under Specification D as defined herein in Item No. 1) by pipeline and are governed, except as otherwise provided herein, by the rules and regulations published in Marathon Pipe Line LLC's FERC No. [W] ~~295.1.0~~ 295.2.0 and Ohio River Pipe Line LLC's FERC No. [W] ~~75.1.0~~ 75.2.0, while the petroleum product is in the custody of each carrier, respectively, and successive issues thereof.

This Ohio Rate Sheet has been neither filed with nor approved by the Public Utilities Commission of Ohio.

ISSUED MAY 25, 2018

EFFECTIVE JULY 1, 2018

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

ISSUED BY
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Rate Table [N] All rates within this table have been increased.

| Table 1 | | | | | |
|---|------------------|---|-------------------|-------------------|------------------|
| Joint Rates <i>In cents per barrel of 42 U.S. Gallons</i> | | | | | |
| From Origin of: | | Cadiz, Harrison County, Ohio Scio, Harrison County, Ohio Hopedale, Harrison County, Ohio | | | |
| To a Destination of: | Uncommitted Rate | Committed Rates ^(a) | | | |
| | | Priority Rate | 15 Year Term Rate | 10 Year Term Rate | 5 Year Term Rate |
| (Route 1) Canton, Stark County, Ohio | 234.92 | 235.92 | 156.61 | 177.49 | 198.38 |
| (Route 2) Lima, Allen County, Ohio | 506.38 | 507.38 | 391.53 | 428.08 | 469.84 |

(a) All Committed Rates are only available to Shippers who have executed a Transportation Service Agreement with Carrier in response of the February 2015 Binding Open Season to commit to transporting, or paying a deficiency fee in lieu thereof, a certain specified volume of product. Committed Priority Rates will only be charged to Committed Priority Shipper during prorationing, otherwise term rates will apply.

Route 1: Marathon Pipe Line LLC from Cadiz, Scio or Hopedale to East Sparta. Ohio River Pipe Line LLC within East Sparta. Marathon Pipe Line LLC from East Sparta to Canton.

Route 2: Marathon Pipe Line LLC from Cadiz, Scio or Hopedale to East Sparta. Ohio River Pipe Line LLC from East Sparta to Heath and Heath to Harpster. Marathon Pipe Line LLC from Harpster to Lima.

Item No. 1 - Specification of Commodities moved under Joint Tariff:

SPECIFICATION D—(Utica Petroleum Products)

Utica Petroleum Products will be received for transportation hereunder provided they are of good merchantable quality.

This Specification includes those petroleum products transported from the Utica Shale area and commonly known as light condensate, natural gasoline (diluent) and natural gasoline (fractionation.)

Carrier shall not be obligated to accept any Specification D commodity that, as determined by Carrier, has on receipt any untreated cracked material including coker by-products, olefin plant by-products, cat cracked stocks, or organic chlorides.

Carrier will, when required by subsequent pipelines or when product quality concerns arise, require Shipper to furnish a certificate setting forth in detail the specifications of each commodity offered for transportation to Carrier’s pipeline or other facilities. Carrier will, at its discretion, sample and/or test any commodities tendered for transportation. In the event of variance between Carrier’s test and Shipper’s said certificate, Shipper shall provide Carrier with prompt notification of any tank switches that occur during the pump-out of Specification D Commodity from any Origination Facility.

Item No. 2 - Exceptions to the governing Rules & Regulations regarding Prorationing published in Marathon Pipe Line LLC's FERC No. [W] ~~295.1.0~~ 295.2.0 (Item No. 10) and Ohio River Pipe Line LLC's FERC No. [W] ~~75.1.0~~ 75.2.0 (Item No. 10):

I. Definitions

“Prorationing Month” is the calendar month for which capacity is being allocated.

“Calculation Month” is the calendar month immediately preceding the Proration Month, during which allocations for the Proration Month will be determined.

“Base Period” is the 24-calendar month period one month prior to the Calculation Month.

A “Regular Shipper” is any uncommitted shipper having a record of movements in the line segment being prorated during the Base Period.

A “New Shipper” is any shipper who is not a Regular Shipper or a Committed Priority Shipper.

“Committed Volumes” are the volumes obligated by a Committed Priority Shipper in response of a binding open season through an executed transportation services agreement with Carrier.

A “Committed Priority Shipper” means a shipper that has executed a transportation services agreement with Carrier in response of a binding open season and commits to transporting, or paying for the transportation of a specific minimum volume Commodities. Committed Priority Shippers have priority service on designated pipeline systems in exchange for a premium rate. Committed Priority Shippers will be treated as a Regular Shipper for any nominations in excess of their committed volume. Committed Priority Shippers will also be treated as a Regular Shipper for any portion of their committed volumes that is tendered to a receipt point other than the receipt point determined in the transportation service agreement.

“Base Shipment Ratio” is the value determined by dividing the volume of Commodities moved for a Shipper or a Shipper’s Committed Volumes, whichever is higher, through the pipeline during the Base Period by the total Commodities moved through the pipeline for all shippers during the Base Period.

“Binding Nominations”: For any month, if the Carrier determines the Nominations exceed its capacity, then the Carrier will notify each Shipper and provide each Shipper an opportunity to reduce its Nomination, which Nomination shall be considered a Binding Nomination. If a Shipper does not submit a reduced Nomination then its initial Nomination shall be considered its Binding Nomination.

II. Proration Procedure

- (1) Nominations from Committed Priority Shippers up to the level of their Committed Volume will not be subject to prorationing under normal operating circumstances.
- (2) If Nominations from Committed Priority Shippers for the month is less than their Committed Volume, the Committed Priority Shippers will be allocated only the amount of its Nomination, still subject to their annual or quarterly deficiency obligation as determined with their transportation service agreement.
- (3) The remaining capacity will be made available to accommodate nominations made by Regular Shippers and New Shippers using historical rights in the following manner:
 - a. The capacity allocated to each Shipper will be determined by multiplying their Base Shipment Ratio times the remaining capacity of the line segment being prorated during the Proration Month.
 - b. If the results of the calculation in Item II (3)(A) for a Shipper is less than 5,000 barrels, then Shipper’s allotted capacity will be increased to 5,000 barrels for the Proration Month.

- c. If the results of the calculation in Item II (3)(A) for a Shipper is greater than that Shipper's Nomination on that line segment, then that Shipper's allotted capacity will be reduced to equal its Nomination on that line segment. The remaining capacity shall be allocated among Shippers in proportion to their Base Shipment Ratio.
- d. New Shippers will be included in the allocation of the pipeline Capacity. Since New Shippers will have a Base Shipment Ratio of zero, such New Shipper will receive the minimum capacity allocation of 5,000 barrels during the Proration Month. Capacity for all New Shippers will be limited to 10% of the total segment.
- e. If a New or Regular Shipper tenders a volume greater or equal to ninety-five percent (95%) of its Binding Nomination, then such Shipper shall be invoiced based on its delivered volumes. If a Shipper tenders less than ninety-five percent (95%) of its Binding Nomination then Shipper shall be invoiced for its delivered volumes for that month, plus the product of the applicable tariff and volume equal to the difference between the actual volume received by Carrier and a volume equal to ninety-five percent (95%) of the Shipper's Binding Nomination or Shipper's prorated Binding Nomination, as adjusted by further prorating or operational factors.

III. General

In no event will any portion of an allocation granted to a New Shipper be used in such manner that it will increase the allocation of another Shipper beyond what he is entitled to under this Proration Policy. Carrier may require written assurances from responsible officials of Shippers regarding use of allocated capacity stating that this requirement has not been violated. In the event any New Shipper shall, by any device, scheme or arrangement whatsoever, make available to another Shipper or in the event any Shipper shall receive and use any capacity from a New Shipper through violation of this requirement, the allocated capacity for both Shippers will be reduced to the extent of the excess capacity so made available or used in the shipping cycles next following discovery of the violation which are under proration.

When Nominations submitted by Shippers to Carrier on or before the [W] ~~tenth (10th)~~ fifteenth (15th) of the month preceding the Operating Month do not exceed the capacity of the system or any line segment thereof, additional Nominations may be accepted by the Carrier to fill capacity. These additional Nominations will be accepted only if they do not impair the movement of Commodities nominated before the [W] ~~tenth (10th)~~ fifteenth (15th) of the preceding month.

Item No. 3 – Exception to the governing Rules & Regulations regarding Minimum Shipments Required published in Marathon Pipe Line LLC's FERC No. [W] ~~295.1.0~~ 295.2.0 (Item No. 12) and Ohio River Pipe Line LLC's FERC No. [W] ~~75.1.0~~ 75.2.0 (Item No 12):

SPECIFICATION D

| Origins | Destinations | Minimum Shipment |
|----------------|---------------------|-------------------------|
| All Points | All Points | 5,000 barrels |

Carrier may accept less than the minimum shipment if operationally possible and in a non-discriminatory manner. Carrier reserves the right to require the Shipper to furnish line displacement volumes.

Item No. 4 – Exceptions to the governing Rules & Regulations regarding Interface Adjustments published in Marathon Pipe Line LLC's FERC No. [W] ~~295.1.0~~ 295.2.0 and Ohio River Pipe Line LLC's FERC No. [W] ~~75.1.0~~ 75.2.0 (Item No. 16):

Shippers shall accept and be responsible for handling any interface generated within or between Commodities. Shipper shall provide tankage or otherwise provide required facilities to receive its portion of interface.

However, to ensure that Shippers are kept whole, actual overages and shortages shall be settled on a per barrel basis for each pipeline system that comprises the joint tariff movement. When Carrier has moved quantities in excess of quantities received into the system for Shipper, Shipper will be invoiced for the over delivery by the Carrier. When the Carrier has moved quantities short of quantities received into the system for Shipper, the Carrier will pay the Shipper for the

shortage. Payment will be based on the value of the Petroleum Products as quoted in OPIS (Oil Price Information Service), or other industry accepted price service selected by the Carrier.

[N] Item No. 5 – Exceptions to the governing Rules & Regulations regarding Rates Applicable published in Marathon Pipe Line LLC's FERC No. 295.2.0 and Ohio River Pipe Line LLC's FERC No. 75.2.0 (Item No. 18):

[N] Commodities transported shall be subject to the rates and governed by the rules and regulations in effect on the date such Commodities are delivered by Carrier.

[N] New

[W] Change in wording only