MAGELLAN PIPELINE COMPANY, L.P.
MINNESOTA INTRASTATE
SCHEDULE NO. 27
Effective: July 1, 2023
(Cancels Minnesota Intrastate Schedule No. 26 Magellan Pipeline Company, L.P.)

Magellan Pipeline Company, L.P. ("MPL"), hereby agrees to transport, subject to the rules and regulations published in MPL's Tariff F.E.R.C. No. **[W]** 157.32.0 ~~157.31.0~~, supplements thereto and reissues thereof, refined petroleum products within the state of Minnesota.

ITEM NO. 10 - BASE TRANSPORTATION RATES

[I] Increased. All rates in this item are increased.

ITEM NO.	FROM	TO	BASE RATE (Cents Per Barrel)
10	Minneapolis (Roseville) Pine Bend St. Paul Park	Alexandria	251.68
		* Duluth	211.83
		Mankato	209.71
		Marshall	257.81
		Minneapolis (MPL)	132.35
		* Minneapolis (Flint Hills Resources)	132.35
		* Minneapolis (Roseville)	132.35
		* Minneapolis-St. Paul Int'l.	139.39
		* Newport	98.30
		* Pine Bend [Note 1]	103.14
		Rochester	202.77
		* St. Paul Park [Note 1]	103.14
		* Wrenshall	211.83

EXPLANATION OF REFERENCE MARKS	
[I]	Increase
[W]	Change in wording only
[Note 1]:	Movement from Pine Bend to St. Paul Park and from St. Paul Park to Pine Bend is subject to Carrier's determination that such movement can be operationally and efficiently made.
*	No terminal facilities provided by Carrier. Tariff rate is for line haul only. Additional contracts for loading or other services may be required.

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ITEM NO. 45 – TEN YEAR INCENTIVE RATES

1. Rates set forth in this Item apply to deliveries of Petroleum Products from a **single Incentive Rate Origin** as defined in this Item to any destination identified as an Incentive Destination in this Item. Incentive Destinations under this Item shall be defined as Carrier's **Minneapolis** destinations (Flint Hills Resources, MSPI and Roseville), Carrier's **Newport** destination, and Carrier's **St. Paul Park** destination. The Incentive Rate Origin under this Item shall be defined as one of the following Minneapolis origins: Minneapolis (Roseville), Pine Bend or St. Paul Park.

Shippers wanting to avail themselves of the Incentive Rates as set forth herein must satisfy all the following provisions.

- Shipper must enter into a prior written commitment with Carrier. The written commitment must specify the Shipper's election of the single Incentive Rate Origin.
- The term of the commitment shall be one hundred twenty (120) months, but not longer than the effectiveness of this Item or any successive issues, reissues and amendments thereto.
- The Effective Date of this commitment will be on the first day of the first calendar month following receipt by Carrier of an executed written commitment from the Shipper.
- The Shipper agrees to ship from the specified single Incentive Rate Origin and deliver from its inventory to the destinations identified in this Item a total **Guaranteed Committed Volume** greater than or equal to **66,000,000 barrels** over the Commitment Term and a **Minimum Annual Guaranteed Committed Volume of 6,600,000 barrels.**

2. In addition to the terms and conditions contained in this Item, all applicable rules and regulations in MPL F.E.R.C. No. **[W]** 157.32.0 ~~157.31.0~~, supplements thereto and reissues thereof, also apply. If required, the Shipper shall furnish security in a form satisfactory to Carrier and adequate and sufficient to guarantee any payments that may arise under this commitment.

3. All volumes delivered at an Incentive Destination for the Shipper, including any volumes obtained by title transfer from another Shipper, will apply toward the total Guaranteed Committed Volume obligation, provided the tariff rate paid to Carrier for these volumes equals or exceeds the Incentive Rate. The Incentive Rates contained herein will only apply to volumes transported by Shipper, in its name, and delivered at an Incentive Destination from Shipper's inventory during the Commitment Term (*i.e.*, the original shipment date and the delivery date are both within the Commitment Term) from the single Incentive Rate Origin specified by Shipper in the written commitment.

4. **MINNEAPOLIS INCENTIVE RATES (Rates in Cents Per Barrel)**

INCENTIVE DESTINATION	INCENTIVE RATE
* Minneapolis (MSPI)	**[I]** 99.09
* Minneapolis (Flint Hills Resources)	**[I]** 45.51
* Minneapolis (Roseville)	**[I]** 45.51
* Newport	**[I]** 45.51
* St. Paul Park	**[I]** 47.75

* No terminal service provided by Carrier

5. Carrier will invoice the Shipper at rates set out in Item 10 of this Tariff and any successive issues, reissues and amendments thereto, at the time of shipment. After the end of each month, Carrier will calculate the difference between the rate invoiced and the Incentive Rate for volumes delivered during the previous month at all Incentive Destinations for the Shipper from the Incentive Rate Origin Group, and will issue a payment to Shipper. Shipper will bear all other applicable charges in MPL F.E.R.C. No. **[W]** 157.32.0 ~~157.31.0~~, and any successive issues, reissues and Supplements thereto.

6. Annually, on the anniversary of the commitment Effective Date, if the Shipper did not meet the Minimum Annual Guaranteed Committed Volume, the Shipper will owe Carrier an **Annual Reversion** payment. The Annual Reversion payment will equal the lesser of: (1) the difference between the Minimum Annual Guaranteed Committed Volume as set forth in the written commitment and the actual volume delivered at the Incentive Destinations from the specified Incentive Rate Origin during the Contract Year multiplied by the volume-weighted Incentive Rate, or (2) the actual barrels delivered at the Incentive Destinations during the Contract Year, times **[I] 50.51** cents per barrel.

During the remainder of the Commitment Term, any payments to Carrier under the Annual Reversion provision will be credited against future transportation charges for the Shipper's deliveries to the Incentive Destinations, subject to the following provisions: (1) delivered volume must originate from the Incentive Rate Origin, specified in the written commitment; and (2) Annual Reversion credits may only be applied against transportation charges incurred during any subsequent twelve (12) month period which are associated with volumes greater than the Minimum Annual Guaranteed Committed Volume. Upon expiration of the Commitment Term, any remaining Annual Reversion payments collected under this provision will be applied toward all transportation charges for movements from Shipper's Incentive Rate Origin to any Incentive Destination identified in this Item for one (1) year, after which any unused transportation credits will expire. When crediting Annual Reversion payments back to Shipper, Carrier will invoice the Shipper at rates set out in Item 10 of this Tariff, and any successive issues, reissues and amendments thereto, at the time of shipment. After the end of each month, Carrier will issue a payment to Shipper for the lesser of: (1) the amount of Shipper's previous month's transportation charges for deliveries to all Incentive Destinations from the Incentive Rate Origin, as specified above, minus any payments made by Carrier as described in Paragraph 5 of this Item, or (2) the remaining Annual Reversion credit balance. Shipper will bear all other applicable charges in MPL F.E.R.C. No. **[W]** 157.32.0 ~~157.31.0~~, and any successive issues, reissues and amendments thereto.

7. At the end of the Commitment Term, if the Shipper did not meet the total Guaranteed Committed Volume, Shipper will pay a **Commitment Reversion** equal to the lesser of: (1) the difference between the total Guaranteed Committed Volume and the actual volume delivered during the Commitment Term multiplied by the volume weighted Incentive Rate, or (2) the Commitment Reversion Rate minus the Incentive Rate multiplied by the barrels actually delivered during the Commitment Term. Commitment Reversion Rates, which are based on the actual volumes delivered during the Commitment Term, are as follows:

COMMITMENT REVERSION RATES (Rates in Cents Per Barrel)

ACTUAL DELIVERED VOLUMES DURING COMMITMENT TERM	COMMITMENT REVERSION RATES	
	MINNEAPOLIS (MSPI)	**ALL OTHER INCENTIVE DESTINATIONS OF THIS ITEM**
Less than total Guaranteed Commitment Volume & Greater than 12,600,000 Barrels	**[I]** 117.01	**[I]** 80.67
8,400,001 - 12,600,000 Barrels	**[I]** 128.76	**[I]** 87.48
4,200,001 - 8,400,00 Barrels	**[I]** 133.10	**[I]** 94.55
Less than or equal to 4,200,000 Barrels	**[I]** 139.92	**[I]** 101.01

For example, a Shipper agrees to deliver the total Guaranteed Committed Volume of 26,400,000 barrels from the St. Paul Incentive Rate Origin to the Incentive Destinations during the Commitment Term, but only ships and delivers 26,200,000 barrels (all at Carrier's Minneapolis (Roseville) Incentive Destination). Method (1) calculates a Commitment Reversion Payment equal to **$91,020** [200,000 barrels (*i.e.*, the total Guaranteed Committed Volume of 26,400,000 barrels minus the actual deliveries at the Incentive Destination of 26,200,000 barrels) times the volume weighted Incentive Rate of **45.51** cents per barrel]. Method (2) calculates a Commitment Reversion Payment equal to **$9,211,920** [the Commitment Reversion Rate of **80.67** cents per barrel minus the Incentive Rate of **45.51** cents per barrel multiplied by the 26,200,000 barrels actually delivered to the Incentive Destination].

The amount due Carrier would be the lesser of the two, or in this example **$91,020**. Payment shall be due upon receipt of invoice. Any payments to Carrier under this Commitment Reversion provision will not be credited against future transportation charges. Transportation credits accumulated under the Annual Reversion provision cannot be applied to the Commitment Reversion obligation, but can only be used as designated in Paragraph 6 above.

8. If a Shipper fails to meet the total Guaranteed Committed Volume and that failure is the direct result of the Carrier's inability to provide timely service, the total Guaranteed Committed Volume shall be reduced *pro rata* on a day for day basis for each day that the Carrier was unable to provide timely service. The Shipper must assert its claim of Carrier's failure to provide timely service in writing to Carrier within ten (10) days following the end of the calendar month during which Carrier did not provide timely service. The Shipper will bear the burden of proof in showing that Carrier's failure to provide timely service did, in fact, result in the Shipper's failure to meet its commitment obligation.

ITEM NO. 45 - TEN YEAR INCENTIVE RATES (continued)

9. If Carrier gives written notice to Shipper of an increase in the Incentive and/or Reversion Rates that is greater than the cumulative percentage increase of the average of the Base Transportation Rates to the Minneapolis Destinations, as contained in Item 10 from the Effective Date, then Shipper, by giving written notice to Carrier within thirty (30) days of Carrier's notice, may terminate the commitment on the Effective Date of the new rate(s). If Shipper does not give such notice within thirty (30) days, the commitment, as revised, shall remain in effect. In the event of termination at less than full term, the total Guaranteed Committed Volume shall be reduced so that it is equal to the Guaranteed Committed Volume under the written commitment multiplied by a Proration Fraction, where the numerator is the number of days between the Effective Date and the termination date and the denominator is the number of days in the Commitment Term. A Shipper meeting or exceeding the prorated Guaranteed Committed Volume shall have no further obligation. A Shipper failing to meet the prorated Guaranteed Committed Volume shall pay to Carrier a Commitment Reversion as defined in this Item. For the purpose of determining the applicable Reversion Rate when a commitment has been prorated, the volumes listed in Paragraph 7 of this Item will be multiplied by the Proration Fraction.

10. Carrier shall not be obligated during any one calendar month to accept for transportation more than one hundred twenty-five percent (125%) of the Guaranteed Committed Volume divided by 60 months ("Monthly Guaranteed Volume"). To the extent Carrier does transport volumes greater than the Monthly Guaranteed Volume, those volumes will qualify towards the Shipper's total Guaranteed Committed Volume as provided in its commitment and shall qualify for the Incentive Rate.

11. In the event Shipper experiences Force Majeure that delays delivery of product to Carrier at point of origin, Carrier may, at its sole discretion, upon written notification of circumstances from Shipper, extend the Commitment Term. Such extension period shall in no event, individually or cumulatively, exceed a total of thirty (30) days over the Commitment Term. Force Majeure shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, insurrections, riots, lightning, earthquakes, fires, floods, storms, washouts and any other causes, not within the control of Shipper.