SECTION NO. 2 – LOCAL and VOLUME INCENTIVE RATES

	many language to a Contrata Constant of Manager and Marile and a Marie and M
	rom Incentive Origin Group of Kansas and McPherson, KS Origin
<u> 1</u>	
[N] 255	on Incentive Destination: Kansas City (Argentine), KS 1. Rates corresponding to this Item, as contained in Item 256, apply to Shipper deliveries of Petroleum Products at the Incentive Destination defined as Kansas City (Argentine), KS from the Incentive Origin Group of Kansas and/or McPherson, KS. The Incentive Destinations defined under the corresponding Volume Incentive program in Item 255 of F.E.R.C. No. 170.37.0, supplements thereto and reissues thereof are included herein in Paragraph 3 of this Item as reference to the entire program. To qualify for the Incentive Rates in this Item, a shipper must ship and deliver, for its own account, at least 325,000 Barrels of Petroleum Products in a given month from any Incentive Origin to any Incentive Destination (the "Overall Monthly Threshold"), of which at least 100,000 Barrels of Petroleum Products in a given month to the referenced destination in Item 255 of F.E.R.C. No. 170.37.0, supplements thereto and reissues thereof, Olathe-Kenneth (Sinclair), KS from the Incentive Origins (the "Olathe Monthly Threshold"). Any shipper who meets this volume requirement in a given month shall qualify for the Incentive Rates for such month. 2. In addition to the terms and conditions contained in this Item, all applicable rules and regulations contained within this tariff also apply. 3. Volumes moved under the corresponding Temporary Incentive Program in Item 255 of F.E. R.C. No. 170.37.0, supplements thereto and reissues thereof, shall count toward the Overall Monthly Threshold and, if shipped to the Olathe-Kenneth (Sinclair), KS destination, the Olathe Monthly Threshold. 4. Any volumes delivered by Carrier for Shipper under this Item shall not be eligible for any other Item of this Tariff. 5. Carrier will invoice the Shipper at the time of shipment and at rates set out in Item 200 of this tariff, supplements thereto and reissues thereof. After the end of each month, Carrier will calculate the difference between the rate invoiced and the Incentive Rate for volumes delive

[N] TEMPORARY INCENTIVE RATES (Rates in Cents Per Barrel) [N] New. All rates in this item are new.			
ITEM NO.	FROM	<u>TO</u>	<u>RATE</u>
<u>[N]</u>	KANSAS (Coffeyville or El Dorado)	Kansas City (Argentine), KS	[N] 145.51
<u>256</u>	McPherson, KS		[N] 158.71

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TEN-YEAR INCENTIVE PROGRAM

From Incentive Origins: Kansas and McPherson, KS Origins

To Incentive Destinations: Kansas City, KS (Fairfax and/or Olathe) and Wichita, KS

 Rates corresponding to this Item (Item 266: Ten Year Incentive Rates herein) apply to Supplier deliveries of Petroleum Products at the Incentive Destinations from any Incentive Rate Origins or Origin Groups as defined in Item 266 herein. The Incentive Destinations defined under the corresponding Volume Incentive program in Item 165, F.E.R.C. No. [W] 170.37.0 170.36.0, supplements thereto and reissues thereof are included herein in Paragraph 3 of this Item as reference to the entire program.

Any Supplier, the authorized party via Carrier's ATLAS system who delivers Petroleum Products out of the system, desiring to avail themselves of the Incentive Rates as set forth herein must satisfy all of the following provisions to be a "Participating Supplier":

- a) A Participating Supplier must enter into a prior written commitment with Carrier,
- b) The Commitment Term shall be ten-years (120 months), but not longer than the effectiveness of this Item or any successive issues, reissues and amendments thereto,
- c) The Effective Date of this commitment will be no sooner than the first day of the first calendar month following receipt by Carrier of the executed written commitment from Participating Supplier, and.
- d) The Total Guaranteed Committed Volume shall be equal to the amounts specified in Paragraph 3 of this Item
- 2. In addition to the terms and conditions contained in this Item, all applicable rules and regulations contained within this tariff also apply.
- 3. The Total Guaranteed Committed Volume under this Item shall be equal to 90,885,500 barrels over the ten year (120 month) Commitment Term. The Total Guaranteed Committed Volume shall be comprised of all the barrels delivered by Carrier for the Participating Supplier to the following Carrier destinations.

Incentive Destinations:

Kansas City, KS (Fairfax and/or Olathe)

‡ Wichita, KS

(Referenced Incentive Destinations in Item 165, F.E.R.C. No. [W] 170.37.0 170.36.0, supplements thereto and reissues thereof)

Des Moines, IA Omaha (MPL), NE Tulsa. OK

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In addition to the Total Guaranteed Committed Volume requirement, Carrier must deliver for Participating Supplier a Minimum Two-Year (24 month) Destination Guaranteed Committed Volume equal to 18,177,000 comprised of the following Incentive Destinations over a consecutive two-year (24 month) period.

Incentive Destinations	Minimum Two-Year (24 month) Destination Guaranteed Committed Volumes (barrels)
Kansas City, KS (Fairfax and/or Olathe)	9,855,000
‡ Wichita, KS	2,190,000
(Referenced Incentive Destinations in Item 165, F.E.R.C. No. [W] 170 reissues thereof)	.37.0 170.36.0, supplements thereto and
Des Moines, IA	1,204,500
Omaha (MPL), NE	547,500
Tulsa, OK	4,380,000
TOTAL Minimum Two-year (24 month) Commitment	18,177,000

- Qualifying volumes that will apply toward the Total Guaranteed Committed Volume and the Minimum Two-Year (24 month) Destination Guaranteed Committed Volume obligation during the Commitment Term shall include:
 - a) All volumes delivered from any Origin at the Incentive Destinations defined in Paragraph 3 by Carrier for the Participating Supplier, and
 - b) All volumes delivered from any Origin at the Incentive Destinations defined in Paragraph 3 by Carrier for a supplier other than Participating Supplier, for which the volume is delivered to a final destination owned by the Participating Supplier and who is identified as the consignee on the bill of lading. Carrier may require Participating Supplier to provide satisfactory documentation for verification of any volumes delivered pursuant to this provision.

 22-MGPP-465-TAR

Approved PR

Kansas Corporation Commission July 7, 2022 /s/ Lynn Retz

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TEN-YEAR INCENTIVE PROGRAM (continued) ITEM From Incentive Origins: Kansas and McPherson, KS Origins NO. To Incentive Destinations: Kansas City, KS (Fairfax and/or Olathe) and Wichita, KS Any volumes delivered by Carrier for Supplier under this Item shall not be eligible for any other volume incentive program. Volumes moved under the corresponding Volume Incentive Program in Item 165 of F.E.R.C. No. [W] 170.37.0 470.36.0, and Item 265 of O.C.C. No. 14.20.0, supplements thereto and reissues thereof, may apply towards the Total Guaranteed Committed Volumes and the Minimum Two-Year (24 month) Destination Guaranteed Committed Volumes in this Item. Similarly, volumes moved under this Item may apply towards the Total Guaranteed Committed Volume and the Minimum Two-Year (24 month) Destination Guaranteed Committed Volume in the corresponding Volume Incentive Program in the tariff publications listed hereinabove, supplements thereto and reissues thereof. 7. The Incentive Rate will be applied only to volumes delivered by Carrier for Participating Supplier that Participating Supplier is the named supplier at the Incentive Destinations defined in Paragraph 3 from the eligible Incentive Rate Origins or Origin Groups as defined in Item 266 herein during the Commitment Term. No volumes that qualify under 4. (b) above will receive the Incentive Rate. Carrier may adjust the Incentive Rates set out in Item 266 at any time by the same percentage change as the corresponding base rate is adjusted. If Carrier elects not to take an allowed increase in a given year, Carrier may take the cumulative allowed increases in any subsequent year. Adjustment of the Incentive Rates is contingent upon the effectiveness of such rates as allowed by the Federal Energy Regulatory Commission. If for any reason, the Federal Energy Regulatory Commission orders an investigation or suspension of Carrier's tariff, Carrier shall have the right to terminate its obligations under this Item by providing sixty (60) days written notice to Participating Supplier. Carrier may terminate this commitment as to any Incentive Destination upon ninety (90) days prior written notice if the Carrier sells any or all of its pipelines connecting or supplying the Incentive Destination and such sale would significantly impair Carrier's ability to perform its obligations as to such Incentive Destination under this Item. Carrier will invoice at the time of shipment and at rates set out in Item 200 of this tariff. After the end of each 265 month, Carrier will calculate the difference between the rate invoiced and the applicable Incentive Rate defined (Cont.) in Item 266 for volumes delivered in Participating Supplier's name during the previous month at the Incentive Destinations from all eligible Incentive Rate Origins or Origin Groups, and will issue a payment to Participating Supplier. 10. At the end of each two-year (24 month) period from the commitment Effective Date, if the Participating Supplier did not meet the Minimum Two-Year (24 month) Destination Guaranteed Committed Volume at one or more Destinations, the Participating Supplier will pay a Commitment Reversion equal to the difference between the total Minimum Two-Year (24 month) Destination Guaranteed Committed Volume for each Destination requirement and the actual qualifying volumes, as defined in Paragraph 4(a) and 4(b) above, delivered to that Destination during the two-year (24 month) period multiplied by the Incentive Rate defined in Item 166 of F.E.R.C. No. [W] 170.37.0 170.36.0, supplements thereto and reissues thereof, from Kansas Origins to the respective Destination in effect at the end of the two-year (24 month) period. No volumes shall be carried forward to meet the Minimum Two-Year (24 month) Destination Guaranteed Committed Volume in subsequent years. 11. Carrier shall not be obligated during any one calendar month to deliver more than one hundred fifty percent (150%) of the prorated monthly Minimum Two-Year (24 month) Destination Guaranteed Committed Volume, based on volumes set out in Paragraph 3 above. 12. If a Participating Supplier fails to meet the Minimum Two-Year (24 month) Destination Guaranteed Committed Volume, and that failure is the direct result of the Carrier's inability to provide service, the Total Guaranteed Committed Volume and/or the Minimum Two-Year (24 month) Destination Guaranteed Committed Volume, shall be reduced prorata on a day for day basis for each day that the Carrier was unable to provide service. The Participating Supplier must assert its claim of Carrier's failure to provide service in writing to Carrier within

the Participating Supplier's failure to meet its commitment obligations.

the first ten (10) days of the month following the event of Carrier's failure to provide service. The Participating Supplier will bear the burden of proof in showing that Carrier's failure to provide service did, in fact, result in

ITEM NO.	TEN-YEAR INCENTIVE PROGRAM (continued) From Incentive Origins: Kansas and McPherson, KS Origins To Incentive Destinations: Kansas City, KS (Fairfax and/or Olathe) and Wichita, KS
265 (Cont.)	 13. In the event Participating Supplier withdraws all business activities as a result of the sale of assets to a non-affiliated third party within a market area defined herein, Participating Supplier shall provide to Carrier, a 90 day prior written notification of such sale and/or event. The notification must detail the circumstances involved in the exiting of the defined market area. Upon Carrier's receipt of notification, Carrier shall reduce the Total Guaranteed Committed Volume and/or the Minimum Two-Year (24 month) Destination Guaranteed Committed Volume for the defined market area on a prorated basis. The Commitment Reversion defined in paragraph 10 herein, shall be administered on a prorated basis subject to the provisions of this paragraph 14. In the event Participating Supplier 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 Participating Supplier, 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, terrorists, insurrections, riots, lightning, earthquakes, fires, floods, storms, washouts and any other causes, not within the control of Participating Supplier.

TEN-YEAR INCENTIVE RATES

(Rates in Cents Per Barrel)
[U] Unchanged. All rates on this page are unchanged.

Item No.	то	Kansas Origins Coffeyville El Dorado	McPherson, KS	Coffeyville, KS
266	Kansas City, KS (Fairfax and/or Olathe)	119.45	129.33	
200	‡ Wichita, KS			59.21

NO. To Kansas City (Santa Fe), KS
NO. To Kansas City (Santa Fe), KS

1. Rates corresponding to this Item (Item 291: First Tier Incentive Rates and Item 292: Second Tier Incentive Rates herein) apply to deliveries of Petroleum Products to the Incentive Destinations from any Incentive Rate Origin or Origin Group as defined in Items 291 and 292 herein. The Incentive Destinations under this Item shall be defined as any of Carrier's destinations identified in Paragraph 3 of this Item.

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

- Shippers must enter into a prior written commitment with Carrier.
- The Commitment Term 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 the executed written commitment.
- The Total Guaranteed Committed Volume shall be greater than or equal to the amounts specified in Paragraph 3 of this Item.
- 2. In addition to the terms and conditions contained in this Item, all applicable rules and regulations contained within this tariff also apply.
- 3. The Total Guaranteed Committed Volume under this Item shall be greater than or equal to 45,500,000 barrels over the one-hundred twenty (120) month Commitment Term. The Total Guaranteed Committed Volume shall be comprised of all the barrels delivered by Carrier for Shipper to the following destinations:

Destination	Total <i>Destination</i> Guaranteed Committed Volume (barrels)	
‡ Kansas City (Santa Fe), KS	14,000,000	
Reference destinations in Item 180 of F.E.R.C. No. [W] <u>170.37.0</u> 170.36.0 , supplements thereto and reissues thereof.		
Des Moines, IA 7,000,000		
‡ Lincoln (BN), NE	20,000,000	

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4. The Incentive Rate will only be applied to volumes delivered at the Incentive Destinations which were delivered by Carrier for the Shipper during the Commitment Term from any Incentive Rate Origin or Origin Group set out in Items 291 and 292 herein.

	Tier Rate Threshold	Incentive Rate
First Tier Incentive Rate:	0 – 45,500,000 barrels	Rates as listed in Item 291
Second Tier Incentive Rate:	> 45,500,000 barrels	Rates as listed in Item 292

- 5. All volumes to which a Participating Shipper holds title, in its name, at the time of delivery at the Incentive Destination defined in Paragraph 3 hereinabove, will apply toward the Tier Rate Threshold, Total Guaranteed Committed Volume and Total Destination Guaranteed Committed Volume obligation during the Commitment Term. Title transfer of eligible barrels from another Shipper or Shippers to Participating Shipper must occur prior to time of delivery at the Incentive Destination.
- 6. Volumes moved under any other Item of this Tariff will not apply towards the Tier Rate Threshold, Total Guaranteed Committed Volume and the Total Destination Guaranteed Committed Volume required under this Item. However, volumes moved under the corresponding Volume Incentive Program in Item 180 of F.E.R.C. No. [W] 170.37.0 470.36.0, supplements thereto and reissues thereof, may apply towards the Tier Rate Threshold, Total Guaranteed Committed Volume and the Total Destination Guaranteed Committed in this Item. Similarly, volumes moved under this Item may apply towards the Tier Rate Threshold, Total Guaranteed Committed Volume and the Total Destination Guaranteed Committed Volume in the corresponding Volume Incentive Program in the interstate (F.E.R.C.) tariff publication is ten deproved.

Kansas Corporation Commission

July 7, 2022 /s/ Lynn Retz

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TEN-YEAR TIER INCENTIVE PROGRAM (continued) **ITEM** From Kansas and McPherson, KS Origins NO. To Kansas City (Santa Fe), KS 7. Any volumes delivered by Carrier for Shipper under this Item shall not be eligible for any other Item of this Tariff. 8. Carrier will invoice the Shipper at the time of shipment and at rates set out in Item 200 of this tariff. After the end of each month, Carrier will calculate the difference between the rate invoiced and the applicable Incentive Rate for volumes delivered during the previous month at the Incentive Destination for the Shipper from all eligible Incentive Rate Origins or Origin Groups, and will issue a payment to Shipper. Shipper will bear all other applicable charges contained within this tariff. Carrier may increase the rates set out in Item 291 and Item 292 if the corresponding base rate in Item 200 of this tariff, is increased. The increase will be limited to the same percentage as the corresponding base rate increase. However, if Carrier elects not to take an allowed increase in a given year, then it may take the cumulative increase from the previous increase set forth in this Paragraph in subsequent Contract Years. 10. If required, the Shipper shall furnish security in a form satisfactory to Carrier and adequate and sufficient to guarantee any payments, which may come due under this commitment. 11. At the end of the Commitment Term, if the Shipper did not meet the Total Destination Guaranteed Committed Volume at one or more Destinations, the Shipper will pay a Destination Commitment Reversion equal to the difference between the Total Destination Guaranteed Committed Volume for each Destination requirement and the actual volume delivered to that Destination during the Commitment Term multiplied by the weighted average First Tier Incentive Rate in effect on the last day of the term to the respective Destination. 290 In addition, if the Shipper did not meet the Total Guaranteed Committed Volume during the Commitment Term, (cont'd) the Shipper will pay a Commitment Reversion equal to the difference between the Total Guaranteed Committed Volume and the actual volume delivered during the Commitment Term less any volume for which a Destination Commitment Reversion has already been paid for the respective Destinations during the Commitment Term, multiplied by the volume weighted average First Tier Incentive Rate in effect on the last day of the term. 12. If a Shipper fails to meet the Total Guaranteed Committed Volume and/or the Destination Guaranteed Commitment Volume, and that failure is the direct result of the Carrier's inability to provide service, the Total Guaranteed Committed Volume and/or the Total Destination Guaranteed Committed Volume shall be reduced prorata on a day for day basis for each day that the Carrier was unable to provide service. The Supplier must assert its claim of Carrier's failure to provide service in writing to Carrier within the first ten (10) days of the month following the event of Carrier's failure to provide service. The Supplier will bear the burden of proof in showing that Carrier's failure to provide service did, in fact, result in the Supplier's failure to meet its commitment obligations. 13. Carrier shall not be obligated during any one calendar month to deliver more than one hundred twenty-five percent (125%) of the prorated monthly Total Destination Guaranteed Committed Volume, or the prorated monthly Total Guaranteed Committed Volume less the prorated monthly Total Destination Guaranteed Committed Volumes, based on volumes set out in Paragraph 3 above. 14. 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.

INCENTIVE RATES - PETROLEUM PRODUCTS

(Rates In Cents Per Barrel)

[U] Unchanged. All rates on this page are unchanged.

FIRST TIER INCENTIVE RATES (0 - 45,500,000 bbls) (Rates in cents per barrel)					
		FROM			
ITEM	T-0	Kansas			
NO.	ТО	Coffeyville El Dorado	McPherson, KS		
291	‡ Kansas City (Santa Fe), KS	131.97	147.06		

SECOND TIER INCENTIVE RATES (> 45,500,000 bbls) (Rates in cents per barrel)					
	то	FROM			
ITEM NO.		Kansas	McPherson, KS		
		Coffeyville El Dorado			
292	‡ Kansas City (Santa Fe), KS	123.93	138.96		

SECTION No. 3 EXPLANATION OF REFERENCE MARKS, ABBREVIATIONS

EXPLANATION OF REFERENCE MARKS:					
[1]	Increase				
[D]	Decrease				
[W]	Change in wording only				
[C]	Cancel	Cancel			
[U]	Unchanged	Unchanged			
[N]	New	New			
Note 1	The provisions of Items 90 and 95 will not apply to the transportation of Diesel Fuel. In lieu, thereof, the provisions of Item 115 shall apply.				
‡	No terminal facilities provided by Carrier. Tariff rate is for line haul only. Additional contracts for loading or other services may be required.				
	EXPLANATION OF ABBREVIATIONS:				
BBL	Barrel				
F.E.R.C.	Federal Energy Regulatory Comm	nission			
K.C.C.	Kansas Corporation Commission				
No.	Number				
O.C.C.	Oklahoma Corporation Commiss	ion			
State Abbrevia	riations U.S. Postal Service Two-Letter Al	bbreviations			
MPL	Magellan Pipeline Company, L.P.				
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