

CHICAP PIPE LINE COMPANY

LOCAL PROPORTIONAL TARIFF CONTAINING BASE AND VOLUME COMMITTED RATES

FOR THE INTERSTATE TRANSPORTATION OF

CRUDE PETROLEUM AND/OR DILUENT BY PIPELINE

The rates named in this tariff are for the transportation of Crude Petroleum or Diluent by Carrier, subject to the rules and regulations published herein.

Shipments transported under this tariff are entitled to such privileges and subject to such charges as are or shall be published by the Carrier and as are lawfully in effect on date of shipment and lawfully on file with the Federal Energy Regulatory Commission as to interstate traffic, providing for reconsignment, storage, transit privileges, or any other privileges, charges or rules which in any way increase or decrease the amounts to be paid on any shipment transported under this tariff, or which increase or decrease the value of the service to the Shipper.

[C] ~~NOTE THE FOLLOWING CORRECTION:~~ The FERC tariff number designation in the upper right hand corner of the title page to F.E.R.C. No. 74.1.0 should have read 74.1.0 cancels 74.0.0 and the title page for 74.2.0 should have read 74.2.0 cancels 74.1.0.

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

[C] ~~Issued on 6 days' notice under authority of 18 CFR §341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.~~

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[I] all rates in this page have been increased

CRUDE PETROLEUM			
(all rates in this page are in cents per barrel of 42 United States Gallons)			
FROM	THROUGH RATES TO DESTINATION		
	Manhattan, Will County, Illinois	Mokena, Will County, Illinois	Lemont, Cook County, Illinois
Patoka, Marion County, Illinois	59.07	61.88	64.71
Mokena, Will County, Illinois	--	--	22.46

DILUENT			
FROM	To Manhattan, Will County, Illinois		
	Base Rate	Committed Rate (Subject to Note 1)	Committed Rate (Subject to Note 2)
Patoka, IL Marion County, Illinois	73.84	56.97	54.33

NOTE 1 -Requires a separate signed throughput and deficiency agreement, which includes a committed volume of 21 kbd over a term of at least 1 year.

NOTE 2 -Requires a separate signed throughput and deficiency agreement, which includes a committed volume of 21 kbd over a term of at least 1 year and applies to all barrels over the initial committed volume.

HANDLING CHARGE:

When operating conditions permit, Chicap Pipe Line Company will handle, through its suction piping at Patoka Station, Crude Petroleum or Diluent from a connected pipeline of another carrier for delivery to a connected pipeline of another carrier at the rate of 2.73 cents per barrel of 42 U.S. gallons with exception of pumpover charge below.

TANKAGE CHARGE:

When operating conditions permit, Chicap Pipe Line Company will handle, through its tankage at Mokena Station, Crude Petroleum from a connected pipeline of another carrier for delivery to a connected pipeline of another carrier at the rate of 26.93 cents per barrel of 42 U.S. gallons.

PUMPOVER CHARGE:

When Crude Petroleum is moved from WoodPat Pipeline at Patoka through Chicap Pipe Line into the Plains system, a 10.21 cents per barrel of 42 U.S. gallons fee will be charged.

VISCOSITY SURCHARGE:

A viscosity surcharge of [W] ~~twenty-six thousandths~~ ~~the three hundredths~~ of a cent ~~(0.026)~~ (0.030) per barrel for Patoka origins and one hundredth of a cent (.01) per barrel for Mokena origins will be charged for each unit SUS in excess of 100 SUS at sixty-eight degrees (68°) Fahrenheit. Viscosity determinations will be based on Operator's most recent Approved Crude List referenced in item 9(d). This surcharge will not apply to the handling, tankage or pumpover charges listed above.

RULES AND REGULATIONS

1. DEFINITIONS

As used in these rules and regulations, the following terms have the following meanings:

"API" means American Petroleum Institute.

"ASTM" means American Society for Testing Materials.

"Barrel" means forty-two United States gallons at sixty degrees Fahrenheit and zero ("0") gauge pressure if the vapor pressure of the Crude Petroleum or Diluent is at or below atmospheric pressure, or at equilibrium pressure if the vapor pressure of the Crude Petroleum or Diluent is above atmospheric pressure.

"Carrier" means and refers to Chicap Pipe Line Company.

"Consignee" means the party to whom a Shipper has ordered delivery of Crude Petroleum or Diluent.

"Crude Petroleum" means either the direct liquid products of oil wells, or a mixture of the direct liquid products of oil or gas wells including gasoline or liquefied petroleum gases.

"Diluent" means a liquid hydrocarbon containing gas plant condensates or refinery naphthas or a combination of both.

"F.E.R.C." means Federal Energy Regulatory Commission.

"Heavy Crude" means Crude Petroleum with a viscosity of greater than 100 SUS at sixty-eight degrees (68°) Fahrenheit.

"IP" means Institute of Petroleum (Great Britain).

"Nominations" means a written designation by a Shipper to the Carrier of an approximate quantity of Crude Petroleum or Diluent for transportation from a specified origin point(s) to a specified destination point(s) over a period of one operating month in accordance with these rules and regulations.

"SUS" means Saybolt Universal Seconds.

"Shipper" means the party who contracts with the Carrier for the transportation of Crude Petroleum or Diluent subject to and in accordance with these rules and regulations, subject the rate on the applicable tariff.

~~[W] "Tender" means an offer by a Shipper to the Carrier of a stated quantity of Crude Petroleum or Diluent for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations. delivery of Petroleum Products to Carrier for shipment.~~

2. COMMODITY

Carrier is engaged in the transportation of merchantable Crude Petroleum and Diluent exclusively and, therefore, will not accept any other commodity for transportation. No Crude Petroleum or Diluent will be received except good merchantable oil, properly settled and weathered, for which the Carrier has facilities for segregating and batching. Carrier reserves the right to refuse to accept for transportation any product which cannot be delivered out of Carrier's facilities to a designated connecting Carrier due to conflicts and/or restrictions pertaining to the designated connecting Carrier's acceptable BS&W (basic sediment, water and other impurities, including water) or quality levels. Carrier reserves the right to require shippers of Heavy Crude to provide buffer fluids proportionate to the size of the interface in order to protect the quality of the primary stream of light hydrocarbons.

3. DELIVERY FACILITIES REQUIRED

Carrier will receive Crude Petroleum or Diluent for interstate transportation when the Shipper, or Consignee, has provided the necessary facilities for receiving said Crude Petroleum or Diluent as it arrives at destination.

In the event there is a failure of Shipper or Consignee to take Crude Petroleum or Diluent at destination as provided in this tariff, then Carrier shall have the right to sell such Crude Petroleum or Diluent at private sale for the best price obtainable. The Carrier may be a purchaser at such sale. Out of the proceeds of said sale, Carrier may pay itself all transportation charges and other necessary expenses of caring for and maintaining the Crude Petroleum or Diluent, and the balance shall be held for whosoever may be lawfully entitled thereto.

4. SHIPMENTS - MINIMUM TENDERS

Tenders for the transportation of Crude Petroleum or Diluent will be accepted under this tariff in quantities of not less than ten thousand (10,000) barrels for Crude Petroleum or twenty thousand (20,000) barrels for Diluent from one Shipper consigned to one Consignee and destination. Crude Petroleum or Diluent so tendered to the Carrier for transportation will be received as currently available, providing the total within a 30-day period is not less than ten thousand (10,000) barrels for Crude Petroleum or twenty thousand (20,000) barrels for Diluent.

5. MIXING WITH OTHER CRUDE PETROLEUM OR DILUENT

All Crude Petroleum or Diluent will be accepted for transportation only on condition that it shall be subject to such changes in gravity or quality while in transit as may result from the mixture of said Crude Petroleum or Diluent with other Crude Petroleum or Diluent in the pipe lines or tanks of Carrier, or the connecting Carrier.

6. TITLE

A tender of Crude Petroleum or Diluent shall be deemed a warranty of title by the party tendering, but acceptance shall not be deemed a representation by the Carrier as to title. The Carrier will, in the absence of adequate security, decline to receive any Crude Petroleum or Diluent which is in litigation as dispute over title may exist, or which is encumbered by any lien of which the Carrier has notice. Adequate security is considered to be Shipper's proof of perfect and unencumbered title or a satisfactory indemnity bond.

7. PAYMENT OF TRANSPORTATION AND OTHER CHARGES

The Shipper, or Consignee, shall be obligated to pay Carrier all charges and fees upon Carrier'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 Carrier may, at its option, require the Shipper to pay all such charges and fees in advance or to provide a letter of credit satisfactory to the Carrier.

Carrier is entitled to a lien for all accrued charges and fees. Such lien attaches to any Crude Petroleum or Diluent retained by Carrier for the Shipper's account. Carrier may, at its option, refuse to: (1) deliver to the Shipper, or (2) recognize and record any change in ownership of Crude Petroleum or Diluent for the account of a Shipper until all charges or fees owed to Carrier have been paid in full.

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 base lending rate of interest charged by the Northern Trust Company of Chicago, Illinois, for loans made to substantial and responsible commercial borrowers, from the payment due date of the invoice to the date payment is received by Carrier. If any such charges or fees remain unpaid for thirty (30) calendar days after the payment due date, the Carrier shall have the right, either directly or through an agent, to sell any of the Shipper's Crude Petroleum or Diluent within the custody of the Carrier, pursuant to procedures described in Item 3 above.

From the proceeds of this sale, Carrier will deduct all transportation charges, change in ownership charges, other lawful charges and fees and interest due to Carrier, including expenses incident to said sale, and the balance of the remaining proceeds, if any, shall be held by Carrier for whosoever may be lawfully entitled thereto. If proceeds from such sale are not sufficient, Shipper will remain liable for any deficiency including the above interest charges.

8. LIABILITY OF CARRIER

Carrier will not be liable for any loss of, or damage to the Crude Petroleum or Diluent, or delay in transportation of the Crude Petroleum or Diluent caused by the act of God, the public enemy, quarantine, the authority of law, strikes, riots or the act or default of the Shipper or owner, or from any other cause not due to the negligence of said Carrier; in such cases the Shipper shall stand the loss in the same proportion as the amount of his Tender bears to the whole amount of the consignment of which it is a part, and shall be entitled to receive only such portion of his Tender as is left after deducting his due proportion of the loss, as above.

Carrier will transport and deliver Crude Petroleum or Diluent with reasonable diligence and dispatch, but will accept no Crude Petroleum or Diluent to be transported in time for any particular market.

9. GAUGING, TESTING, DEDUCTIONS AND VISCOSITY MEASUREMENT

(a) Crude Petroleum or Diluent tendered to Carrier shall be gauged and tested by a representative of Carrier prior to its acceptance for transportation. Quantities for receiving, delivering, assessing charges and all other purposes will be corrected based upon an API gravity at sixty degrees (60°) Fahrenheit. The percentages of basic sediment, water or other impurities shall be deducted from the corrected volume. The Shipper shall have the privilege of being present or represented at the gauging and testing.

(b) Pursuant to Item 8, Crude Petroleum or Diluent quantities transported may be adjusted to allow for inherent losses, including, but not limited to, shrinkage, evaporation, interface losses and normal "over and short" losses and viscosity factors. Carrier loss adjustments will be made on the basis of total quantities transported and shall be based on actual historical loss experience.

(c) The net quantities as determined under paragraphs (a) and (b) of this Item [9] will be the amounts accountable at destination.

(d) Viscosity determinations will be based on Carrier's most recent Approved Crude List by Crude Petroleum type in accordance with the latest API/ASTM/IP measurement standards. Crude petroleum not listed in the Carrier's Approved Crude List shall be considered for shipment on a case-by-case basis with the Shipper providing the required viscosity information and other characteristics. Carrier reserves the right to verify the information by its own or independent testing. Carrier's most recent Approved Crude List is available at the following website: www.bppipelines.com/tariffs/crude/ChicapPipelineApprovedCrudeList.pdf.

10. PIPEAGE CONTRACTS

Separate pipeage contracts in accord with this tariff and these rules and regulations, covering further details, may be required of the proposed Shipper before any duty of transportation shall arise.

11. CLAIMS, SUITS, TIME FOR FILING

As a condition precedent to recovery, claims must be filed in writing with the Carrier 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 shall be instituted against Carrier only within two (2) years and one (1) day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable, and such claims will not be paid.

12. NOMINATIONS

(a) Any Shipper desiring to nominate Crude Petroleum or Diluent for transportation shall make such Nominations to the Carrier in writing on or before the Final Nomination Deadline. The Final Nomination Deadline is the fifteenth (15th) day of the month preceding the month during which the transportation under the Nomination is to begin. Unless such Nomination is made, the Carrier will be under no obligation to accept Crude Petroleum or Diluent for transportation.

If, after receiving Shipper Nominations, Carrier determines that it has received Nominations which, in total, exceed the capacity of the System or any line segment thereof, the Apportionment Section (Item 13) of these rules and regulations will be applied using the Chicap Proration Policy.

(b) All Nominations [C] ~~tendered~~ must identify the Crude Petroleum or Diluent type, quality, quantity, and final destination point to be accepted. Unless such Nomination is made, the Carrier will be under no obligation to accept Crude Petroleum or Diluent for transportation.

When Nominations submitted by Shipper to Carrier on or before the Final Nomination Deadline 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 Crude Petroleum or Diluent nominated before the Final Nomination Deadline.

(c) Shipper must satisfy Carrier that Nominations are in good faith and that shipments can be transported in conformity with these rules and regulations. In administering the Nominations and apportionment, the Carrier will use reasonable means to ensure that the Nominations are true and realistic and will challenge any Nominations which appear to be inflated or duplicated. Carrier will require that the Shipper provide written assurance from a responsible officer that the Nominations are in good faith and no requirement or intent of Carrier's procedures in these rules and regulations have been violated.

13. APPORTIONMENT

In the event Carrier receives Shipper Nominations for Crude Petroleum or Diluent for a particular month which in total exceeds the capacity of the System or any line segment thereof, then Carrier shall accept and deliver only that portion of each good faith Shipper Nomination which Carrier determines according to the Chicap Proration Policy dated May 1, 2010. The policy utilizes a 12 month historical base period. Copies of this policy will be made

available by Chicap's Oil Movement Office at BP Tulsa Control Center, 4502 E. 41st Street, Suite 300, Tulsa, Oklahoma 74135, or by calling 918-660-4300.

15. LINE FILL AND TANK BOTTOM INVENTORY REQUIREMENTS

Prior to delivering Barrels out of Carrier's pipeline system, each Shipper will be required to supply a pro rata share of Crude Petroleum or Diluent necessary for pipeline and tankage fill to ensure efficient operation of Carrier's pipeline system. Crude Petroleum or Diluent provided by Shippers for this purpose may be withdrawn only after: (1) Shipments have ceased and the Shipper has provided sixty (60) days notification to Carrier in writing of its intention to discontinue shipments in Carrier's system, and (2) Shipper balances have been reconciled between Shipper and Carrier. Carrier shall have sixty (60) days from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

16. DIVERSION OR RECONSIGNMENT

Crude Petroleum or Diluent in transport may be diverted without an additional charge to a destination other than originally specified on the [W] ~~tender nomination~~, or Crude Petroleum or Diluent in transport may be reconsigned without an additional charge to another Shipper at point of destination only, provided such diversion or reconsignment is made in writing by the tendered Shipper prior to delivery at original destination. This will be allowed subject to the rates, rules and regulations applicable from point of origin to point of final destination, upon condition that no out-of-line or backhaul movement will be made.

17. COMMON STREAM PETROLEUM

When both receipts from and deliveries to a connecting carrier of substantially the same grade of Crude Petroleum are scheduled at the same interconnection, the Carrier reserves the right, with the cooperation of the connecting carrier, to offset like volumes of such common stream Crude Petroleum in order to avoid the unnecessary use of energy which would be required to physically pump the offsetting volumes. The Carrier will apply to such offsetting of volumes the applicable tariff rate. When this rate is exercised, the Carrier will make the further deliveries for the Shipper involved from its common stream Crude Petroleum.

18. ADDITIVES

Carrier reserves the right to require, approve or reject the injection of corrosion inhibitors, pour point depressants or other such additives in the Crude Petroleum or Diluent to be transported.

19. RATES APPLICABLE

Crude Petroleum or Diluent accepted for transportation shall be subject to the rates, charges, rules and regulations in effect on the date of receipt of such Crude Petroleum or Diluent by the Carrier. Transportation and all other lawful charges will be collected on the basis of the net quantities of Crude Petroleum or Diluent delivered. All net quantities will be determined in the manner provided in Item 9.

20. APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

For Crude Petroleum and Diluent accepted for transportation from any point on Carrier's lines not named in this tariff, which is intermediate to a point from which rates are published in said tariff, through such unnamed point, the rate published from the next more distant point specified in such tariff will apply. For Crude Petroleum and Diluent accepted for transportation to any point not named in a particular tariff which is intermediate to a point to which rates are published in said tariffs, through such unnamed point, the rate published therein to the next more distant point specified in the tariff will apply. This is in accordance with 18 C.F.R. § 341.10

21. INVENTORY RETENTION

Carrier will issue a written notification via certified mail to companies who are no longer shipping (*) on Carrier's system that Shipper's Crude Petroleum or Diluent being recorded in an inventory account must be removed by Shipper within the time period and in the manner specified below.

* "A company who is no longer shipping" is: a) a company who has issued a formal notification to Carrier that it will no longer be a Shipper on Carrier's system; or b) a company who has not [W] ~~tendered a nomination~~ nominated in the name of the Shipper over a continuous 6-month time period.

The procedure to notify a Shipper who has been designated as "no longer shipping" is as follows. Carrier will issue a letter to the Shipper that according to the Carrier's books, Carrier is holding a certain volume of Crude Petroleum and/or Diluent on its books in Shipper's name. Shipper will be advised in such letter that Shipper will have 30 days effective with the date of the letter to provide direction regarding the disposal of Shipper's Crude Petroleum and/or Diluent. If at the end of this 30-day period, Carrier has not been contacted by Shipper, Carrier will assume title to the Crude Petroleum and/or Diluent being held on its books in Shipper's name. If Carrier has been contacted by Shipper within the initial 30-day period, Carrier will grant Shipper an additional 30 days without charge to facilitate the disposal of Shipper's inventory Crude Petroleum and/or Diluent. If at the end of this 60-day period, Carrier continues to retain

control of this Crude Petroleum and/or Diluent, Carrier retains the right to initiate a penalty fee of [U] \$.10 per barrel, per month plus any other fees as allowed in accordance with the published tariff; such fees will be required to be paid before the Crude Petroleum and/or Diluent will be released. If, however, Shipper has not disposed of such Crude Petroleum and/or Diluent at the end of a 90-day period, Carrier will assume title to such Crude Petroleum and/or Diluent.

Any inactive Shipper with a negative inventory balance on the Carrier's system will be required to settle the balance in cash with the Carrier. Such settlement will be based upon the fair market value of the Crude Petroleum or Diluent, as published by Platts, at the time Shipper informs Carrier in writing of its intention to discontinue shipments on the system or if no such written notice is given, then at such time as Carrier calls for the settlement of the Shipper's inventory balance.

22. POLICY ON REGRADES

At such time as the Carrier conducts a book to physical reconciliation, the Carrier will adjust Shipper inventories to match the system's physical inventories. From time to time, this process will require regrades of Shipper's existing inventories. A copy of the Regrade Procedure dated November 21, 2008 can be obtained from Carrier's system scheduler at the BP Tulsa Control Center, 4502 E. 41st Street, Suite 300, Tulsa, Oklahoma 74135, or by calling 918-660-4300.

23. QUALITY OF CRUDE PETROLEUM OR DILUENT

Crude Petroleum or Diluent accepted for transportation by the Carrier must be good merchantable oil of such viscosity, pour point and temperature as will permit its being freely handled and transported under conditions existing in the pipeline, and which is properly warranted. The Carrier will reject any Crude Petroleum containing more than one percent (1%) of basic sediment, water and other impurities and will reject any Diluent containing more than one half of one percent (.5%) of basic sediment, water and other impurities. Carrier will also reject any Crude Petroleum or Diluent having a Reid vapor pressure in excess of 13.5 pounds per square inch at 100 degrees Fahrenheit, or having a pour point in excess of +35 degrees Fahrenheit in winter (October to March) or +55 degrees Fahrenheit in summer (April to September), viscosity in excess of 1,000 SUS at the flowing temperature at the downstream meters, or other characteristics such that it will not be readily susceptible for transportation through Carrier's existing facilities, or which will materially affect or damage the quality of other shipments or cause disadvantage to other Shippers and/or the Carrier.

Shipper warrants that the Diluent will meet specifications of the connecting carrier at destination.

For all movements accessing tankage at Mokena and Patoka, including mainline movements through tankage: Carrier will reject any Crude Petroleum or Diluent having a Reid vapor pressure in excess of 12.0 pounds per square inch at 100 degrees Fahrenheit, or having a pour point in excess of +25 degrees Fahrenheit in winter (October to March) or +45 degrees Fahrenheit in summer (April to September). The viscosity limit of 1,000 SUS will be waived for intra-tank farm movements at Patoka and Mokena only.

[I]	Increase
[U]	Unchanged Rate
[C]	Cancel
[W]	Change in Wording only