

# BP Pipelines (North America) Inc.

**LOCAL SCHEDULE D-17**  
(Cancels Local Schedule No. D-16)

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Applying on

**PETROLEUM PRODUCTS**  
(Butane)

Applicable Only on Texas Intrastate Traffic

SUBJECT TO RULES AND REGULATIONS SHOWN HEREIN

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TABLE OF RATES

| FROM   | TO   | Rates in Cents per Barrel of<br>42 United States Gallons |
|--|--|--|
| Texas City ..... Texas<br>(Galveston County) | Baytown ..... Texas<br>(Harris County)       | [1] 77.47  |
| Baytown ..... Texas<br>(Harris County)       | Texas City ..... Texas<br>(Galveston County) | [1] 77.47  |

[1] Increase

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EFFECTIVE JULY 1, 2009

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Issued by:  
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## RULES AND REGULATIONS

Petroleum products will be transported and handled through carrier's facilities only as provided in these rules and regulations.

| ITEM NO. | SUBJECT                                       | RULES AND REGULATIONS   |
|----------|---|---|
| 5        | ABBREVIATIONS AND DEFINITIONS                 | <p>As used in these rules and regulations, the following terms have the following meanings:</p> <p>"Barrel" means forty-two United States gallons.<br/>                     "Carrier" means and refers to BP Pipelines (North America) Inc.<br/>                     "Petroleum Products" means butane.<br/>                     "Tender" means an application by a shipper to the carrier for transportation of a stated quantity of petroleum products from a specified origin to a specified destination or destinations in accordance with these rules and regulations.</p> |
| 10       | COMMODITY                                     | <p>Under this tariff the carrier is engaged in the transportation of petroleum products by pipe line and will not accept any other commodity for transportation hereunder.</p>  |
| 15       | TENDERS                                       | <p>(a) Petroleum products will be transported only under a tender accepted by the carrier from facilities connected to carrier's system when a tariff covering the movement is lawfully in effect.</p> <p>(b) Any shipper desiring to tender petroleum products for transportation shall make such tender to the carrier in writing on or before the 15th day of the month preceding the month during which the transportation under the tender is to begin. Tenders for current movements may be accepted at any time when space is available.</p>                             |
| 20       | QUANTITIES                                    | <p>[a] A tender will be accepted only when the total quantity covered by such tender will be made available for transportation within a period not to exceed one calendar month.</p> <p>[b] Any quantity of petroleum products will be accepted from lines or other facilities to which carrier is connected, provided the shipper has made arrangements for the acceptance of delivery of the same quantity of petroleum products at destination, as provided in Item 50.</p>  |
| 25       | QUALITY OF PRODUCT ACCEPTABLE                 | <p>No petroleum products will be accepted for transportation except good merchantable petroleum products of acceptable character readily susceptible of transportation through carrier's existing facilities, and which will not materially affect the quality of shipments being transported, or cause a disadvantage to any other shipper. At carrier's request, shipper shall furnish carrier a certificate showing the detailed specifications of the petroleum products tendered for transportation.</p>   |
| 30       | VARIATIONS IN QUALITY; COMMON STREAM DELIVERY | <p>Petroleum products will be accepted for transportation only upon condition that said petroleum products will be subject to such changes in gravity, color, quality, or other characteristics while in transit as may result from normal pipe line operations. Carrier will not be obligated to make delivery of the identical petroleum products received for transportation, but will make delivery out of a common stream of similar petroleum products.</p>   |
| 35       | MEASURING, DEDUCTIONS AND ADJUSTMENTS         | <p>(a) For purposes of receipt, delivery and calculation of charges, quantities of petroleum products tendered carrier for transportation shall be determined from meters. Quantities shall be corrected as to temperature and pressure from observed values to standards customary in the industry.</p>  |
| 40       | RATES APPLICABLE                              | <p>Petroleum products transported shall be subject to the rates in effect on date such petroleum products are received by the carrier.</p>  |
| 45       | PAYMENT OF CHARGES                            | <p>The shipper shall be responsible for payment of transportation and all other charges applicable to the shipment, and if required, shall prepay such charges or furnish guaranty of payment satisfactory to the carrier.</p>  |

| RULES AND REGULATIONS |                           |   |
|-----------------------|---------------------------|---|
| ITEM NO.              | SUBJECT                   | RULES AND REGULATIONS   |
| 50                    | DELIVERY                  | <p>[a] Since carrier does not have available and does not hold itself out to provide storage for shipper's petroleum products, at origin, destination, or intermediate points, no duty to transport will arise until evidence satisfactory to carrier has been furnished that shipper or consignee has provided necessary facilities to which carrier is connected and has made necessary arrangements for acceptance of delivery at destination.</p> <p>[b] In the event carrier has accepted petroleum products for transportation in reliance upon shipper's representations as to acceptance at destination, and there is a failure to take such petroleum products at destination as provided in this tariff, then and in such an event, carrier shall have the right, on 24-hour overnight express mail notice to shipper to sell such petroleum products 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 expense of caring for and maintaining the petroleum products and the balance shall be held for whomsoever may be lawfully entitled thereto.</p> |
| 55                    | LIABILITY OF CARRIER      | <p>(a) The carrier, while in possession of any petroleum products, will not be liable for any loss thereof, or damage thereto, or delay, caused by an act of God, the public enemy, quarantine, the authority of law, or of public authority, strikes, riots, insurrection, inherent nature of the goods, or the act or default of the shipper or consignee.</p> <p>(b) Any losses of petroleum products will be charged proportionately to each shipper in the ratio that his petroleum products, or portion thereof, received and undelivered at the time the loss occurs, bears to the total of petroleum products then in the custody of the carrier for transportation via the lines or other facilities in which the loss occurs; and the carrier will be obligated to deliver only that portion of such petroleum products remaining after deducting shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.</p>  |
| 60                    | TITLE                     | <p>A tender of petroleum products 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 may, in the absence of adequate security, decline to receive any petroleum products which is in litigation, or as to which a dispute over title may exist, or which is encumbered by any lien of which the carrier has notice.</p>  |
| 65                    | TIME LIMITATION ON CLAIMS | <p>As a condition precedent to recovery for loss, damage, or delay to shipments, claims must be filed in writing with the carrier within nine months and one day after delivery of the property, or in case of failure to make delivery then within nine months and one day after reasonable time for delivery, based on carrier's normal operations, has elapsed; and suits shall be instituted against the carrier only within two years and one 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, no carrier hereunder will be liable, and such claims will not be paid.</p>   |
| 70                    | ORIGIN                    | <p>Shipper shall furnish pumping facilities capable of injecting said petroleum products into carrier's line.</p>   |
|                       |                           |   |