

BP Pipelines (North America) Inc.

TARIFF NO. 329-B

LOCAL AND PROPORTIONAL TARIFF CONTAINING BASE AND VOLUME INCENTIVE RATES

Applying on the Transportation of

PETROLEUM PRODUCTS

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

TABLE 1: RATES

Rates in Cents per Barrel of 42 United States Gallons

[U] All rates in this table remain unchanged except when noted

TO	FROM		
	BP's Whiting Refinery (Lake County, IN)		
	RATES		
	A	B	C
South Bend Terminal (St. Joseph County, IN)	42.0	33.6	29.4
Jackson Terminal (Jackson County, MI)	82.3	65.9	57.6
Dearborn Terminal (Wayne County, MI)	84.0	67.2	58.8
River Rouge Terminal (Wayne County, MI)	84.0	67.2	58.8
[N]Detroit (Buckeye) Terminal (Wayne County, MI)	[N]84.0	[N]67.2	[N]58.8

Application of Incentive Volume Rates:

Rate A: Base Rates are for 0 to 13, 290,000 barrels per year

Rate B: Incentive Volume Rates are for 13,290,001 to 14, 619,000 barrels per year

Rate C: Incentive Volume Rates are for volumes greater than 14,619,000 barrels per year

[N] Issued on 12 days' notice under authority of 18 CFR § 341.14. This tariff publication is conditionally accepted subject to refund pending a 30 day review period.

ISSUED JULY 19, 2011

EFFECTIVE AUGUST 1, 2011

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

Compiled and Issued by:
Mitchell D. Jones
Manager - Regulatory Affairs and Tariffs
BP Pipelines (North America) Inc.
150 W. Warrenville Road
Naperville, IL 60563
(630) 536-2532

RULES AND REGULATIONS

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

ITEM NO. 5 ABBREVIATIONS AND DEFINITIONS

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

"a.m." means a time of day after midnight and before noon.

"Barrel" means forty-two United States gallons.

"Carrier" means and refers to BP Pipelines (North America) Inc.

"p.m." means a time of day after noon and before midnight.

"Petroleum Products" means gasoline, petroleum oil distillates and biofuel blends of commercially acceptable character.

"RFG" means reformulated gasoline pursuant to 40 C.F.R., Part 80, Subpart D.

"Nomination" means an application by a Shipper to the Carrier for transportation of a stated quantity of Petroleum Products from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.

"Tender" means delivery of Petroleum Products to Carrier for Shipment

"ULSD" means ultra-low sulphur diesel fuel with sulphur levels 15 parts per million or lower pursuant to 40 C.F.R., Part 80, Subpart I.

ITEM NO. 10 COMMODITY

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.

ITEM NO. 15 NOMINATIONS

Petroleum Products will be accepted for transportation only on properly executed Nominations, as defined in Item 5. Shippers desiring to tender Petroleum Products for transportation shall make in writing a separate Nomination for each calendar month on or before the 15th day of the preceding month with weekly updates provided on the Monday of the week preceding the shipment. The Nomination will be accepted only when the total quantity covered by such Nomination will be made available for transportation within the calendar month.

ITEM NO. 20 QUANTITIES

Petroleum Products will be accepted from facilities to which the Carrier is connected in shipments of not less than 5,000 barrels of the same kind, quality, and characteristics from one point of origin for delivery at one destination unless operating conditions as determined solely by Carrier permit smaller batch sizes.

ITEM NO. 25 QUALITY

(a) 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.

(b) Subject to the foregoing, Carrier will, to the extent permitted by its existing facilities, endeavor to segregate such Petroleum Products during transportation and to make delivery of substantially the same Petroleum Products at destination; provided that Carrier may require Shipper to make such Petroleum Products available to Carrier in such quantities and at such specified times as may be necessary to permit such segregated movements via its existing facilities.

(c) The current Carrier quality policy is published in the Carrier's Whiting to River Rouge Product Quality Assurance Manual, dated June 1, 2011. All Tenders must be in compliance with the policies stated in the current version of this manual. The manual can be obtained from Carrier's Oil Movements Manager at the address listed in Item 30.

ITEM NO. 30 ORIGIN AND DESTINATION FACILITIES

(a) Shipper shall furnish pumping facilities of sufficient capacity to move said Petroleum Products to Carrier's origin station at Carrier's scheduled pumping rate, provided however, that the Carrier may for its convenience operate at pumping rates less than scheduled rate.

(b) No duty to transport will arise until evidence satisfactory to the Carrier, such as an executed connection agreement, has been furnished that Shipper has provided necessary facilities to which Carrier is connected at destination capable of receiving at the scheduled pumping rate, and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination.

(c) In the event Shipper or Consignee does not have adequate facilities available to receive Petroleum Products from the line without delay at the time any shipment or portion thereof arrives at a destination to which it is consigned, Carrier may reconsign said shipments or any undelivered portion thereof to a destination where facilities are available to receive it and Carrier shall not be liable for any damage, loss in transit, or loss in storage which may occur by reason of such reconsignment. Such reconsignment shall have the same effect as though requested by Shipper and Shipper shall pay transportation charges and all other charges from point of origin to actual final destination.

(d) Carrier's storage is limited to certain products. Shipper must provide adequate facilities at all origin and destination locations needed to deliver or receive segregated batches of any product at locations that Carrier does not normally provide service for that product. Information on the normal products that Carrier ships can be obtained by contacting Carrier's Oil Movements Manager at the following address: BP Pipelines (North America) Inc., 4502 E. 41st Street, Suite 300, Tulsa OK 74135.

ITEM NO. 35 MEASUREMENT AND DEDUCTIONS

(a) Quantities for receiving, delivering, assessing charges and all other purposes will be corrected to a standard pressure and to a temperature of sixty degrees Fahrenheit, after deduction of impurities shown by tests made by the Carrier prior to receipt and upon delivery. Quantities will be determined by measurement devices where installed, otherwise quantities will be computed from tank tables compiled or accepted by the Carrier.

(b) Petroleum 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. A deduction based on losses will be made to cover evaporation, interface losses and other normal losses during transportation.

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

ITEM NO. 40 RATES APPLICABLE

Petroleum Products accepted for transportation shall be subject to the rates and charges in effect on the date of receipt of such Petroleum Products by the Carrier. Transportation and all other lawful charges will be collected on the basis of the net quantities of Petroleum Products delivered. All net quantities will be determined in the manner provided in Item 35.

ITEM NO. 45 PAYMENT OF TRANSPORTATION AND OTHER CHARGES

The Shipper or Consignee shall pay the transportation and other lawful charges accruing on Petroleum Products tendered for shipment and, if required, shall pay the same in advance of transportation or before delivery, or furnish guaranty of payment satisfactory to Carrier. Payment of such charges shall be made in accordance with invoice terms and these rules and regulations. The Carrier may withhold such Petroleum Products from delivery until all such unpaid charges shall have been paid. If said charges shall remain unpaid 30 days after the date set for payment in Carrier's invoice to Shipper, or, in the absence of unpaid charges, when there shall be failure to take the Petroleum Products at the destination point, the Carrier shall have the following option, in its sole discretion.

In circumstances in which Carrier can secure no storage facilities or other means of holding and maintaining Shipper's Petroleum Products, and inability to deliver Petroleum Products will cause a shutdown of a line segment of the Carrier's transportation facilities, Carrier may, without notice but in the most commercially reasonable manner as is possible under the circumstances, dispose of Shipper's Petroleum Products. If such disposal shall result in proceeds after payment of Carrier's charges and expenses, proceeds shall be held for whomsoever may be entitled thereto. If such disposal does not result in proceeds, Shipper and Consignee shall remain liable for all charges due to Carrier and expenses incurred by Carrier.

ITEM NO. 50 LIABILITY OF CARRIER

(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 or for any other cause not due to the negligence of the Carrier.

(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.

(c) Carrier will not be liable for discoloration, commingling, contamination, or deterioration of Petroleum Products resulting from the normal operation of a products pipe line system in batching various kinds of products, and the products so commingled or contaminated will be equitably apportioned among and delivered to the Shippers participating in the products cycle or cycles in which the commingling or contamination occurs.

ITEM NO. 55 TITLE

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. Adequate security is considered to be Shipper's proof of perfect and unencumbered title or a satisfactory indemnity bond.

ITEM NO. 60 TIME LIMITATION ON CLAIMS

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.

ITEM NO. 65 RFG COMPLIANCE

By submitting to Carrier a Tender of Petroleum Products for transportation, Shipper certifies to Carrier that, as to any Petroleum Products which are required to be reformulated gasoline pursuant to 40 C.F.R. Part 80, Subpart D ("RFG Regulations"), the Shipper has a Quality Assurance Program ("QAP") for reformulated gasoline that has been properly designed and implemented pursuant to 40 C.F.R. 80.79(c). In cases in which the Shipper uses one or more connecting carriers prior to transfer of custody to Carrier, the Shipper certifies that its QAP includes appropriate measures to ensure that the product handled by the connecting carriers remains in full compliance with the RFG regulations. Upon Carrier's request, Shipper shall promptly provide Carrier with all pertinent documentation constituting and describing

Shipper's QAP, including all pertinent sampling and testing results. Shipper shall cooperate fully with Carrier, with respect to providing documentation and otherwise, in instances in which Carrier seeks to rebut a presumption of liability under the Reformulated Gasoline Regulations. Shipper shall notify Carrier immediately upon learning that Petroleum Products Shipper has tendered for transportation are not in compliance with the RFG Regulations. Carrier shall be free to refuse Tender for transportation any Petroleum Products which Carrier has reason to believe are not in compliance with the RFG Regulations.

With respect to the transfer of custody from Shipper to Carrier, Shipper acknowledges that it retains full responsibility for compliance with all of the product transfer document requirements specified at 40 C.F.R. 80.77 and 80.106. Given that Carrier is the only party in a position to verify the precise volume of product actually shipped, Carrier agrees to generate a document that provides the volume of gasoline which is being transferred to Carrier's custody. Carrier agrees to provide a copy of this document to Shipper. Carrier's agreement to generate a volume document in no way renders Carrier responsible for the generation of the required product transfer document.

ITEM NO. 70 PRORATION PROCEDURES

When there shall be tendered to the Carrier for transportation on the Carrier's pipeline system or any part thereof under applicable tariffs more Petroleum Products than can be currently transported, the transportation furnished by the Carrier shall be apportioned among Shippers in accordance with Carrier's Proration Policy dated June 1, 2011. Copies of this proration policy will be made available by Carrier's Oil Movement Office*, upon request, to any Shipper or potential Shipper, either via the U.S. Mail or electronic mail.

*Oil Movements Manager
c/o BP Pipelines (North America) Inc.
4502 E. 41st Street, Suite 300
Tulsa, Oklahoma 74135

ITEM NO. 75 ULSD COMPLIANCE

Tenders for the transportation of ULSD products must be in compliance with the current version of the Carrier's Whiting to River Rouge Quality Assurance Manual, dated June 1, 2011. Copies of this manual will be made available by Carrier's Oil Movements Manager, either via the U.S. Mail or via facsimile copy at the address listed in Item 70.

ITEM NO. 80 DIVERSION OR RECONSIGNMENT

Diversion or reconsignment may be made without charge if requested in writing by the Shipper, prior to delivery at original destination, 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.

ITEM NO. 85 DELIVERY AND DEMURRAGE

(a) Carrier will transport and deliver Petroleum Products with reasonable diligence and dispatch, but will accept no Petroleum Products to be transported in time for any particular market.

(b) After any shipment has had time to arrive at destination, and on twenty-four hour notice to consignee, Carrier may begin delivery at its current rate of pumping.

(c) Commencing after the first seven o'clock a.m. after expiration of said notice, a demurrage charge of one cent per barrel per day of twenty-four hours shall accrue on any part of said shipment offered for delivery and not taken as prescribed in paragraph (b) of this item. After expiration of said notice, Carrier's liability for loss, damage, or delay shall be that of warehouseman only.

ITEM NO. 90 APPLICATION OF RATES FROM AND TO INTERMEDIATE POINTS

For Petroleum Products accepted for transportation from any point on Carrier's lines not named in a particular 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 Petroleum Products 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

ITEM NO. 95 PIPEAGE CONTRACTS

Separate pipeage contracts in accordance with this tariff and these regulations covering further details may be required of a Shipper before any duty to transport shall arise.

ITEM NO. 100 LINE FILL AND TANK BOTTOM INVENTORY

Prior to delivering barrels out of Carrier's pipeline system, each Shipper will be required to supply a pro rata share of Petroleum Products necessary for pipeline and tankage fill to ensure efficient operation of Carrier's pipeline system. Petroleum Products provided by Shippers for this purpose may be withdrawn only after: (1) Shipments have ceased and the Shipper has provided 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 60 days from the receipt of said notice to complete administrative and operational requirements incidental to Shipper withdrawal.

ITEM NO. 105 VOLUME INCENTIVE PROGRAM

All Shippers are eligible to participate in the Volume Incentive Rates listed herein. Each Shipper will pay the Base Rates listed as Tier A in the Rates Table until their own annual cumulative barrels shipped reaches the Tier A Volume threshold listed. All incremental barrels will pay the Tier B Discount rate listed in the Rates Table until the annual cumulative barrels reach the Tier B Volume Threshold listed. All annual incremental barrels shipped above the Tier B Volume Threshold will pay the rates listed in Tier C in the Rates Table. As the rates change over time, the billing will be based on the effective rates at the time of shipment.

The barrel count will reset on an annual basis. The Annual Period will end at the later of the anniversary of the first issuance of this tariff or from the anniversary of the first shipment month of the Shipper and annually thereafter.