

FERC ICA Oil Tariff
Buckeye Market-Based Rates Tariff

FERC No. 449.2.0
(Cancels FERC No. 449.1.0)

BUCKEYE PIPE LINE COMPANY, L.P.

LOCAL TARIFF

Applying On The Transportation Of
LIQUEFIED PETROLEUM PRODUCTS

From Points In

INDIANA, ILLINOIS, MICHIGAN, AND OHIO

To Points In

INDIANA, MICHIGAN, OHIO AND PENNSYLVANIA

Governed by the Rules and Regulations published in
Buckeye Pipe Line Company, L.P.'s Tariff FERC No. **[W]** 436.1.0 436.0-0,
supplements thereto and reissues thereof.

Pursuant to the Commission's Decision of December 31, 1990, Opinion No. 360, the destinations
named herein are within markets where Buckeye does not have significant market power.

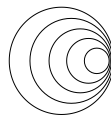
~~[C] Issued on 24 days notice under authority of 18 CFR 341.14. This tariff publication
is conditionally accepted subject to refund pending a 30 day review.~~

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

ISSUED: MARCH 1, 2011

EFFECTIVE: APRIL 1, 2011

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TABLE 1 [C] A: ~~(Cancels Table 1)~~: BASE RATES

Rates in Cents Per Barrel of 42 United States Gallons

[I] Increase: All rates on this page are increased unless otherwise indicated.			FROM: (Origins)					
			INDIANA		ILLINOIS	MICHIGAN		OHIO
			CHICAGO COMPLEX [N] (1) <i>Lake</i>	GRIFFITH <i>Lake</i>	MONEE <i>Will</i>	INKSTER (JOAN JCT.) <i>Wayne</i>	WOODHAVEN <i>Wayne</i>	LIMA <i>Allen</i>
TO: (Destinations)	County	Code	CCX	XF	ME	KR	WS	LA
INDIANA								
GRIFFITH	<i>Lake</i>	XF	19.06	-	-	-	145.91 ^{[W] (+) (2)}	-
HUNTINGTON	<i>Huntington</i>	XB	106.34	106.34	127.89	-	143.23 ^{[W] (+) (2)}	-
MICHIGAN								
DETROIT	<i>Wayne</i>	WD	144.98	144.98	165.52	-	-	75.37
INKSTER	<i>Wayne</i>	KR	-	-	-	-	-	120.60
WOODHAVEN	<i>Wayne</i>	WS	144.98	144.98	165.52	59.34	-	75.37
OHIO								
LIMA	<i>Allen</i>	LA	129.39	129.39	139.90	-	106.99	16.14
TOLEDO	<i>Lucas</i>	DS	126.16	126.16	147.11	-	-	48.81
PENNSYLVANIA								
MIDLAND	<i>Beaver</i>	IP	183.87	183.87	183.87	-	176.77	176.77

Notes:

- [N] (1) Chicago Complex consists of the following locations: East Chicago, Lake County, Hartsdale, Lake County and Lake George, Lake County. However, in this table East Chicago and Hartsdale are the only applicable origins.
- [W] (2) There is no physical lifting from Woodhaven, MI to Griffith or Huntington, IN. Product tendered from Woodhaven, MI to Griffith or Huntington, IN, will be accepted as an exchange only when carrier can deliver corresponding fungible product tendered from other origins. Notwithstanding any other limitations, shipments shall be limited to tenders of fungible batches of propane.
- (1) ~~Notwithstanding any other limitations, shipments from Woodhaven, MI to Griffith or Huntington, IN shall be limited to tenders of fungible batches of propane. Product tendered from Woodhaven, MI to Griffith or Huntington, IN will be accepted only when carrier can deliver corresponding fungible product tendered from other origins.~~

TABLE 2 [C] A (~~Cancels Table 2~~): CONTRACT RATE

Rates in Cents Per Barrel of 42 United States Gallons

[I] Increase: All rates on this page are increased unless otherwise indicated.		FROM: (Origins)		
		INDIANA	ILLINOIS	
		CHICAGO COMPLEX ^{[N] (1)} <i>Lake</i>	MONEE ^[W] <i>Will Lake</i>	
TO: (Destinations)	County	Code	CCX	ME
PENNSYLVANIA				
MIDLAND	<i>Beaver</i>	IP	133.71	133.71

Application of Contract Rate in Table 2 [C] A:

The rates in table 2 [C] A apply to the shipments of any Shipper agreeing to a written contract with the Carrier containing the following terms and condition:

- 1) The minimum term of the contract shall be ten (10) years
- 2) Shipper agrees to the following tender Annual Minimum Volumes:
 - a) Contract Year 1: 500,000 barrels
 - b) Contract Year 2: 750,000 barrels
 - c) Contract Years 3 - 5 1,000,000 barrels
 - d) Contract Years 6 - 10 700,000 barrels
- 3) In the event that the Shipper fails to tender the Annual Minimum Volumes in any contract year, the Carrier will impose a deficiency charge equal to the contract rate times the volume deficiency (the difference between the Annual Minimum Volume and the volumes tendered by the shipper during the contract year). If Shipper pays in full an Annual Deficiency Charge in respect of any Contract Year (a "Deficiency Year"), then, in the immediately succeeding Contract Year only (the "Credit Year"), the Shipper shall not be required to pay any additional Transportation Charges for Barrels of Product shipped in excess of the Annual Minimum Volume for such Credit Year, up to the Annual Volume Deficiency for such Deficiency Year. Barrels of Product shipped in such Credit Year up to and including the Minimum Volume for such Credit Year and in excess of the sum of the Minimum Volume for such Credit Year plus the Annual Volume Deficiency for such Deficiency Year, shall be subject to the contract tariff rate.
- 4) An excess volume rate equal to the Contract Rate minus [U] twenty-one cents (21.0¢) will apply to all volumes tendered during any Contract Year in excess of the applicable Annual Minimum Volume.

[N] Notes:

[N] (1) Chicago Complex consists of the following locations: East Chicago, Lake County, Hartsdale, Lake County and Lake George, Lake County. However, in this table East Chicago and Hartsdale are the only applicable origins.

TABLE 3 [C] A (~~Table 3~~): CONTRACT RATE

Rates in Cents Per Barrel of 42 United States Gallons

[I] Increase: All rates on this page are increased unless otherwise indicated.		FROM: (Origins)		
		INDIANA	ILLINOIS	
		CHICAGO COMPLEX ^{[N] (1)} <i>Lake</i>	MONEE <i>Will</i>	
TO: (Destinations)	County	Code	INDIANA	ILLINOIS
	OHIO		CCX	ME
LIMA	<i>Allen</i>	LA	112.48	112.48

Application of Contract Rate in Table 3 [C] A:

The rates in table 3 [C] A apply to the shipments of any Shipper agreeing to a written contract with the Carrier containing the following terms and condition:

- 1) The minimum term of the contract shall be ten (10) years.
- 2) Shipper agrees to the following tender an Annual Minimum Volume of three million two hundred thousand (3,200,000) barrels during each contract year.
- 3) In the event that the Shipper fails to tender the Annual Minimum Volume in any contract year, the Carrier will impose a deficiency charge equal to the contract rate times the volume deficiency (the difference between the Annual Minimum Volume and the volumes tendered by the shipper during the contract year). If Shipper pays in full an Annual Deficiency Charge in respect of any Contract Year (a "Deficiency Year"), then, in the immediately succeeding Contract Year only (the "Credit Year"), the Shipper shall not be required to pay any additional Transportation Charges for Barrels of Product shipped in excess of the Annual Minimum Volume for such Credit Year, up to the Annual Volume Deficiency for such Deficiency Year. Barrels of Product shipped in such Credit Year up to and including the Minimum Volume for such Credit Year and in excess of the sum of the Minimum Volume for such Credit Year plus the Annual Volume Deficiency for such Deficiency Year, shall be subject to the contract tariff rate.
- 4) An excess volume rate equal to the Contract Rate minus [U] twenty-one cents (21.0¢) will apply to all volumes tendered during any Contract Year in excess of the applicable Annual Minimum Volume.

[N] Notes:

[N] (1) Chicago Complex consists of the following locations: East Chicago, Lake County, Hartsdale, Lake County and Lake George, Lake County. However, in this table East Chicago and Hartsdale are the only applicable origins.

Explanation of Reference Marks:

- [C] Cancel
- [I] Increase
- [N] New
- [U] Unchanged Rate
- [W] Change in Wording Only