



DIVIDER

STATE OF NORTH DAKOTA
INFORMATION TECHNOLOGY DEPARTMENT
SFN 2053 (4-2002)

PU-385-01-454
Amoco Pipeline Company
Name Change
Application
Filed 8/15/2001

Closed 8/22/2001

01

DESCRIPTION



Public Service Commission
State of North Dakota

COMMISSIONERS

Susan E. Wefald, President
Leo M. Reinbold
Anthony T. Clark

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: sab@oracle.psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

August 23, 2001

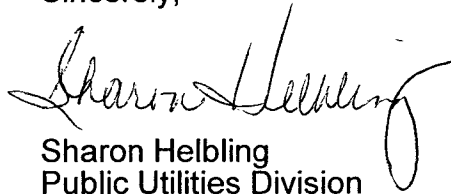
Bernadette Zabransky
TP Pipelines (North America) Inc
801 Warrenville Rd Rm 7036
Lisle IL 60532

Dear Bernadette:

On August 22, 2001, the Commission reissued Corridor Certificate No. 65, Route Permit Nos. 32, 54, 55, 74 and 80, and Certificate of Public Convenience and Necessity Nos. 331, 343, 451, 459 and 817 to BP Pipelines (North Dakota) Inc. The original certificates and permits are enclosed for your records.

If you have any questions concerning this action, call me at 701-328-4076.

Sincerely,


Sharon Helbling
Public Utilities Division

sdh

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Pages: 1

Letter re approval of name change
by Public Service Commission

08/23/2001

CC: Comm Legal Ilona . . .

APPROVED

DATE: 8-22-01
KMF

MOTION

August 22, 2001

**Amoco Pipeline Company
Name Change
Application**

Case No. PU-385-01-454

I move the Commission reissue Route Permit Nos. 32, 54, 55, 74 and 80, Corridor Certificate No. 65, and Certificate of Public Convenience and Necessity Nos. 331, 343, 451, 459, and 816 to BP Pipelines (North America) Inc., Case No. PU-385-01-454.

sdh

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PU-385-01-454

Pages: 8

Motion approving name change

by Public Service Commission

08/22/2001

CC: Comm Legal Illona . . .

August 22, 2001

**Amoco Pipeline Company
Name Change
Application**

Case No. PU-385-01-454

On August 15, 2001, we received a letter informing us Amoco Pipeline Company had changed its name to BP Pipelines (North America) Inc. and requesting Route Permit Nos. 32, 54, 55, 74 and 80, Corridor Certificate No. 65, and Certificate of Public Convenience and Necessity Nos. 331, 343, 451, 459, and 817 be reissued.

Prior to 1972, the Certificates of Public Convenience and Necessity were all issued to Service Pipeline Company. In 1972 Service Pipeline Company changed its name to Amoco Pipeline Company but, because of an oversight, those certificates were never reissued. On June 12, 1980, and on June 23, 1992, the Commission issued Route Permit Nos. 32 and 74, and Corridor Certificate No. 65 to Amoco Pipeline Company; and on March 19, 1997 the Commission reissued Route Permit Nos. 54 and 55 and 80 to Amoco Pipeline Company.

In today's action, we will reissue all the permits and certificates to reflect the name change to BP Pipelines (North America) Inc.

The corporate papers showing the name change are in the Public Utilities Division files.

sdh

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Route Permit for the Construction of a Transmission Facility

First Reissued Permit Number 32

This is to certify that the Commission has designated a transmission facility route for BP Pipelines (North America) Inc. described as follows:

for the construction of a 10.75-inch diameter crude petroleum and hydrocarbon liquid pipeline and associated facilities in Billings and Dunn Counties, North Dakota, approximately 47 miles long from the Tree Top Station in Billings County, North Dakota, proceeding northeasterly into Dunn County to the Dunn Center Station in Dunn County, as the same is located on the route maps issued in conjunction with this permit, a portion of which route lies parallel and within 10 feet of BP's Litte Knife eight-inch diameter pipeline from a point in Section 32, Township 146 North, Range 94 West to the Dunn Center Station.

This permit is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated June 12, 1980, in Case No. 10,079.

Bismarck, North Dakota, August 22, 2001.

ATTEST:


Executive Secretary

PUBLIC SERVICE COMMISSION


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Permit for the Construction of a Transmission Facility

Second Reissued Route Permit Number 54

This is to certify that the Commission has designated a transmission facility route for BP Pipelines (North America) Inc. to construct and operate a 6-inch diameter crude oil pipeline. The route is described as follows:

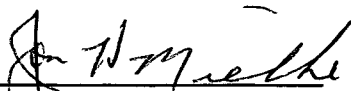
approximately 37 miles of six-inch diameter pipeline and associated facilities in McKenzie County, North Dakota.

This permit is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated March 19, 1997, in Case No. PU-553-96-316.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION



Executive Secretary



Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Route Permit for the Construction of a Transmission Facility

Second Reissued Permit Number 55

This is to certify that the Commission has designated a transmission facility route for BP Pipelines (North America) Inc. to construct and operate a 6-inch diameter crude oil pipeline. The route is described as follows:

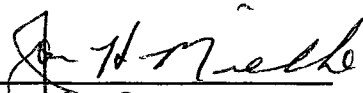
approximately 9 miles of six-inch diameter crude oil pipeline and associated facilities in McKenzie County, North Dakota.

This permit is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated March 19, 1997, in Case No. PU-553-96-316.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Route Permit for the Construction of a Transmission Facility

First Reissued Permit Number 74

This is to certify that the Commission has designated a transmission facility route for BP Pipelines (North America) Inc. described as follows:

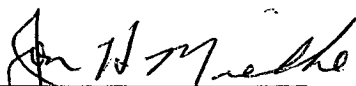
approximately 4.7 miles of relocated 16-inch crude petroleum pipeline which starts in the SW $\frac{1}{4}$, NW $\frac{1}{4}$, Section 13, Township 143N, Range 88W, in Mercer County and parallels the section line in a northerly direction for approximately 1/5 mile before proceeding in an east-southeasterly direction to a point near the east section line in the NE $\frac{1}{4}$, NE $\frac{1}{4}$, Section 20, Township 143N, Range 87W, in Oliver County, where it parallels the section line in a southerly direction to intersect the original pipeline in the SE $\frac{1}{4}$, SE $\frac{1}{4}$, Section 20, Township 143N, Range 87W, as shown on the attached map.

This permit is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated June 23, 1993, in Case No. PU-385-92-1321.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Route Permit for the Construction of a Transmission Facility

Second Reissued Permit Number 80

This is to certify that the Commission has designated a transmission facility route for BP Pipelines (North America) Inc. to construct and operate a 6 and 8-inch diameter crude petroleum pipeline. The route is described as follows:


approximately 77.7 miles of six and eight-inch diameter pipeline and associated facilities in McKenzie, Golden Valley and Billings Counties, North Dakota.

This permit is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated March 19, 1997, in Case No. PU-553-96-316.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Site Compatibility for Transmission Facility Corridor

First Reissued Certificate Number 65

This is to certify that the Commission has designated a transmission facility corridor for BP Pipelines (North America) Inc. described as follows:

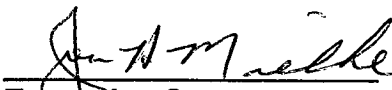
a one mile wide corridor approximately 4.3 miles in length with a center line that starts in SW ¼, NW ¼, Section 13, Township 143N, Range 88W, in Mercer County and parallels the section line in a northerly direction for approximately 1/5 mile before proceeding in an east-southeasterly direction to a point near the east section line in the NW ¼, NE ¼, Section 20, Township 143N, Range 87W, in Oliver County, where it parallels the section line in a southerly direction to intersect the original pipeline in the SE ¼, SE ¼, Section 20, Township 143N, Range 87W, as shown on the attached map.

This permit is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated June 23, 1993, in Case No. PU-385-92-1321.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Public Convenience and Necessity

First Reissued Certificate Number 331

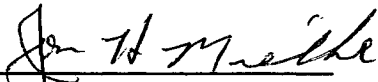
This is to certify that public convenience and necessity require, and permission is granted for BP Pipelines (North America) Inc. to construct and operate a common carrier (crude petroleum) pipeline plant or system at Tioga, North Dakota.

This certificate is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated December 13, 1951, in Case No. 4863.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Public Convenience and Necessity

First Reissued Certificate Number 343

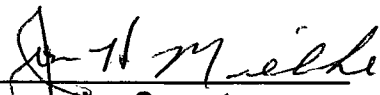
This is to certify that public convenience and necessity require, and permission is granted for BP Pipelines (North America) Inc. to construct and operate a common carrier pipeline system for the transportation of crude petroleum and other liquid hydrocarbons in North Dakota.

This certificate is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated May 25, 1953, in Case No. 5018.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Public Convenience and Necessity

First Reissued Certificate Number 451

This is to certify that public convenience and necessity require, and permission is granted for BP Pipelines (North America) Inc. to construct and operate a common carrier pipeline plant or system in McKenzie County, North Dakota.

This certificate is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated November 3, 1961, in Case No. 6166.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Public Convenience and Necessity

First Reissued Certificate Number 459

This is to certify that public convenience and necessity require, and permission is granted for BP Pipelines (North America) Inc. to construct and operate a common carrier pipeline system for the transportation of crude petroleum and other liquid hydrocarbons from the area known as the Dimmick Lake Pool in T151N, R96W, McKenzie County, North Dakota, to a point of connection with applicant's existing common carrier pipeline system, which point is in Section 30, T151N, R95W, McKenzie County, North Dakota.

This certificate is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated May 23, 1962, in Case No. 6226.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

PUBLIC SERVICE COMMISSION

STATE OF NORTH DAKOTA

Certificate of Public Convenience and Necessity

First Reissued Certificate Number 817

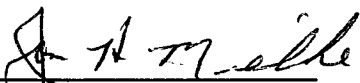
This is to certify that public convenience and necessity require, and permission is granted for BP Pipelines (North America) Inc. to construct, own, operate and manage a crude petroleum pipeline gathering plant or system consisting of 26 ½ miles of six inch pipe line as described in applicant's application and the evidence and exhibits in this case, from the Black Slough Station in Black Slough field, Burke County, North Dakota, to the Rice Station on applicant's existing crude oil pipe line in Mountrail County, North Dakota.

This certificate is issued in Case No. PU-385-01-454 and is subject to the conditions and limitations noted in the Order of the Commission dated October 20, 1967, in Case No. 6960.

Bismarck, North Dakota, August 22, 2001.

ATTEST:

PUBLIC SERVICE COMMISSION


Executive Secretary


Commissioner

KIRKLAND & ELLIS

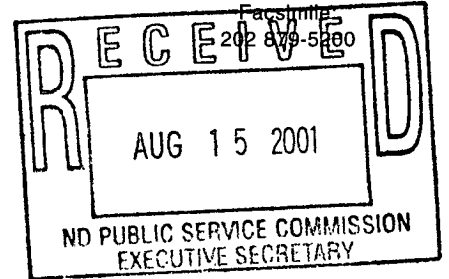
PARTNERSHIPS INCLUDING PROFESSIONAL CORPORATIONS

655 Fifteenth Street, N.W.
Washington, D.C. 20005

Mitchell F. Hertz
To Call Writer Directly:
(202) 879-5270
mitchell_hertz@dc.kirkland.com

202 879-5000

August 14, 2001



Executive Secretary
North Dakota Public Service Commission
State Capitol
600 East Boulevard, Dept. 408
Bismarck, North Dakota 58505-0480

Re: Reissuance of Route Permits and Corridor Certificates currently in Amoco Pipeline Company's name to reflect the new name of the company, BP Pipelines (North America) Inc.

Dear Sir or Madam:

On April, 1, 2001, Amoco Pipeline Company ("Amoco") changed its name to BP Pipelines (North America) Inc. ("BP Pipelines"). Pursuant to the North Dakota Public Service Commission's ("Commission") June 29th letter to BP Pipelines, BP Pipelines requests that the Commission reissue all Route Permits and Corridor Certificates currently in Amoco's name in order to reflect the name change.

Attached please find an original and ten copies of: (1) Application Requesting that the North Dakota Public Service Commission Reissue Route Permits and Corridor Certificates to Reflect Change of Corporate Name from Amoco Pipeline Company to BP Pipelines (North America) Inc; (2) BP Pipelines' June 28th letter to the Commission notifying the Commission of the change in the company's name, marked Attachment A; (3) the currently effective tariffs, marked Attachment B; (4) the Commission's June 29th letter to BP Pipelines, marked Attachment C; and (5) BP Pipelines' Certificate of Good Standing and a copy of the name change application filed with the Secretary of State, marked Attachment D. Please date stamp and return three of the copies to Mitchell Hertz, Kirkland & Ellis, in the enclosed envelope.

If you have any questions, please contact me at (202) 879-5270.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Hertz".

Mitchell F. Hertz

cc: Bill Benik, Legal Counsel,
North Dakota Public Service Commission

Enclosures

Chicago

London

1

PU-385-01-454

Pages: 38

Name Change application

by Amoco Pipeline Company

08/15/2001

CC: Comm Legal Illona ...

**STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION**

IN THE MATTER OF THE APPLICATION)
OF AMOCO PIPELINE COMPANY)
TO REISSUE ITS ROUTE PERMITS AND)
CORRIDOR CERTIFIATES IN THE NAME)
OF BP PIPELINES (NORTH AMERICA) INC.)

APPLICATION NO. _____

**APPLICATION REQUESTING THAT THE NORTH DAKOTA PUBLIC
SERVICE COMMISSION REISSUE ROUTE PERMITS AND CORRIDOR
CERTIFICATES TO REFLECT CHANGE OF CORPORATE NAME FROM
AMOCO PIPELINE COMPANY TO BP PIPELINES (NORTH AMERICA) INC.**

On April 1, 2001, Amoco Pipeline Company (“Amoco”) changed its name to BP Pipelines (North America) Inc. (“BP Pipelines”). Pursuant to the North Dakota Public Service Commission’s (“Commission”) June 29th letter to BP Pipelines, BP Pipelines requests that the Commission reissue in BP Pipelines’ name all certificates of site compatibility and route permits currently in Amoco’s name in order to reflect the change in the corporate name.

Correspondence and Communication

All correspondence and communications with respect to this proceeding should be addressed to the following persons:

Bernadette Zabransky
Director, Pipeline Tariffs and
Regulatory Affairs
BP Pipelines (North America) Inc.
801 Warrenville Road
Suite 700
Lisle, Illinois 60532
Phone: (630) 434-2680
Fax: (630) 493-3707
zabranbj@bp.com

Mitchell F. Hertz
Kirkland & Ellis
Suite 1200
655 Fifteenth Street, N.W.
Washington, D.C. 20005
Phone: (202) 879-5270
Fax: (202) 879-5200
mitchell_hertz@dc.kirkland.com

Description of BP Pipelines

BP Pipelines' exact legal name is BP Pipelines (North America) Inc. (f/k/a Amoco Pipeline Company). BP Pipelines is a Maine corporation, and is located at 801 Warrenville Road, Lisle, Illinois, 60532. BP Pipelines is a subsidiary of BP Corporation North America Inc., an Indiana corporation, and owns and operates petroleum pipeline systems throughout the United States.

BP Pipelines owns several North Dakota crude oil pipelines ("Pipelines") subject to the jurisdiction of the Commission. The Pipelines were designed and constructed to gather crude from the Williston Basin and related fields, as well as Canadian crude, and to transport the crude to the Mandan Refinery, located in Mandan, North Dakota and presently owned by a BP Pipelines' affiliate (the "Refinery"). In addition, the Pipelines deliver crude to other regional points where there is additional demand.

The Pipelines consist of (1) a trunk line running from the Canadian Border in the Northwest corner of the state to the Refinery, and (2) two gathering lines in the west central part of the state from Four Eyes and Little Knife to Dunn Center Station. Occasionally, the system gathers and delivers some crude to the Enbridge Pipeline. Most of the time, however, the system receives crude from the Enbridge Pipeline and delivers the crude to the Refinery.

The Trunk Line is 202 miles long and 6-, 8-, 10-, 12-, and 16-inches in diameter. The Trunk Line has multiple origin points, and three delivery points: (1) Mandan, (2) Fryburg, North Dakota, and (3) Ramburg Junction, North Dakota.

The gathering system consists of a total of 232 miles of 4-inch, 6-inch, and 8-inch trunk line, and 229 miles of 4-inch and 6-inch gathering and injection lines. The gathering

line from Four Eyes is 53 miles long, and the gathering line from Little Knife is 48 miles long. The Black Slough 8-inch line is approximately eight miles long.

Relevant Tariffs and Certificates

The Pipelines operate in accordance with tariffs on file with the Commission and the Federal Energy Regulatory Commission. On June 28, 2001, BP Pipelines notified the Commission that effective April 1, 2001, Amoco changed its name to BP Pipelines. *See* Attachment A. In addition, BP Pipelines adopted all of Amoco's tariff publications on file in the state of North Dakota. *Id.* Specifically, the following tariffs, attached as Attachment B, are filed under the names of BP Pipelines (North America) Inc. and Amoco Pipeline Company and are presently in effect: ND PSC No. 79, ND PSC No. 63 (Rules & Regulations), Current Supplement No. 3 to ND PSC No. 63, F.E.R.C. No. 89, and F.E.R.C. No. 97.

In addition, the Pipelines were built and operate pursuant to certain certificates of public convenience and necessity, certificates of site compatibility ("certificates"), and route permits ("permits"), including PC&N No. 331, PC&N No. 343, PC&N No. 451, PC&N No. 459, and PC&N No. 817. These certificates and permits are issued in Amoco's name.

Request for Reissuance of the Certificates and Permits in BP Pipelines' Name

On June 29, 2001, the Commission informed BP Pipelines that in addition to notifying the Commission about the change in the name of the company, BP Pipelines needed to request that the Commission reissue the relevant certificates and permits to reflect the name change. *See* Attachment C. The Commission also requested an original Certificate of Good Standing and any other papers related to the name change. *Id.*

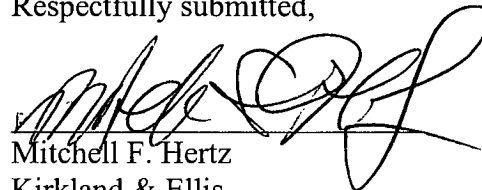
Pursuant to the June 29th letter, BP Pipelines submits this request for reissuance of all of Amoco's certificates and permits in BP Pipelines' name. In addition, BP Pipelines attaches an original Certificate of Good Standing and a copy of the name change application filed with the Secretary of State. *See Attachment D.*

Reissuance of the permits and certificates in BP Pipelines' name will not result in any substantive change, but will merely reflect the change in the company's name from Amoco to BP Pipelines. BP Pipelines will still be subject to the same terms, conditions, and modifications of all the of the certificates and permits.

Conclusion

Therefore, BP Pipelines respectfully requests that the Commission reissue all permits and certificates currently in Amoco's name to reflect the change in the corporate name from Amoco to BP Pipelines.

Respectfully submitted,



Mitchell F. Hertz
Kirkland & Ellis
655 Fifteenth Street, N.W.
Suite 1200
Washington, D.C. 20005
Phone: (202) 879-5270
Fax: (202) 879-5200

Counsel for **BP Pipelines (North America) Inc.**

Dated August 14, 2001

ATTACHMENT A

**BP Pipelines (North America) Inc.'s
June 28th Letter to the N.D. P.S.C.
Notifying the P.S.C. of the Change in Names**

bp



BP Pipelines (North America)
801 Warrenville Road
Suite 700
Lisle, IL 60532
U.S.A.

June 28, 2001

Secretary to the Commission
North Dakota Public Service Commission
State Capitol Building – 12th Floor
Bismarck, North Dakota 58505



Re: Name Change for Amoco Pipeline Company


Please be advised that effective April 1, 2001, the Amoco Pipeline Company changed its name to BP Pipelines (North America) Inc. With this name change, BP Pipelines (North America) Inc. hereby adopts and makes it own all tariff publications of the Amoco Pipeline Company currently on file in the state of North Dakota. This tariff is:

North Dakota P.S.C. No. 78

**North Dakota P.S.C. No. 63
(Rules and Regulations Tariff – supplements
thereto and successive reissues thereof)**

Should you have any questions, please contact me at the address or telephone number listed above. This letter is in duplicate for one copy to be returned in the self-addressed, stamped envelope showing the date of receipt by the Commission.

Respectfully submitted,


Bernadette J. Zabransky
Director-Pipeline Tariff & Regulatory Affairs

Attachments

ATTACHMENT B

CURRENTLY EFFECTIVE TARIFFS

BP PIPELINES (NORTH AMERICA) INC.

IN CONNECTION WITH PARTICIPATING CARRIER SHOWN HEREIN

CIRCULAR NO. 1-0

LOCAL AND JOINT TARIFF

Containing
RULES AND REGULATIONS
Governing
THE TRANSPORTATION
and
DIVERSION AND RECONSIGNMENT
of
CRUDE PETROLEUM
By Pipeline

The rules and regulations published herein apply only under tariffs making specific reference by F.E.R.C. number to this circular, such reference will include supplements hereto and successive issues hereof.

All rates, routings and rules and regulations were brought forward unchanged, except as noted, from Amoco Pipeline Company's F.E.R.C. No. 1649 and supplements thereto, in accordance with BP Pipelines (North America) Inc.'s Adoption Notice F.E.R.C. No. 1, effective April 1, 2001.

Issued on less than one day's notice under authority of 18 CFR 341.14 (Special Permission). This tariff is conditionally accepted subject to refund pending a 30-day review period.

ISSUED MAY 1, 2001

EFFECTIVE MAY 1, 2001

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

Issued by:
Bernadette J. Zabransky
Director - Pipeline Tariff & Regulatory Affairs
AMOCO PIPELINE COMPANY
801 Warrenville Road, Suite 700
Lisle, IL 60532
(630) 434-2680
Fax (630) 493-3707

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PARTICIPATING CARRIERS

NAME OF CARRIER

- [W] Amoco Cushing Chicago Pipeline Company
- [W] ARCO Midcon LLC
- [W] Equilon Pipeline Company LLC
- [W] Seaway Pipeline Company
- [W] Williams Pipe Line Company

GENERAL APPLICATION

Rules and regulations published herein apply only under tariffs which make specific reference by F.E.R.C. number of State Commission number to this circular; such reference will include supplements hereto and successive issue hereof.

Crude Petroleum will be transported through carrier's facilities only as provided in this rules and regulations circular, except that specific rules and regulations published in individual tariffs will take precedence over rules and regulations published herein.

[W] Change in Wording only

RULES AND REGULATIONS

Crude petroleum will be transported 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>"a.m." means a time of day after midnight and before noon</p> <p>"Barrel" means forty-two United States gallons.</p> <p>"Carrier" means and refers to BP Pipelines (North America) Inc.</p> <p>"Crude petroleum" means either the direct liquid products of oil wells, or a mixture of all direct liquid products of oil wells with the indirect liquid products of oil or gas wells, including gasoline and liquefied petroleum gases, as provided in Item 15.</p> <p>"F.E.R.C." means Federal Energy Regulatory Commission.</p> <p>"No." means number.</p> <p>"p.m." means a time of day after noon and before midnight.</p> <p>"Tender" means an offer by a shipper to the carrier of a stated quantity of crude petroleum for transportation from a specified origin or origins to a specified destination or destinations in accordance with these rules and regulations.</p>
10	COMMODITY	<p>The carrier is engaged in the transportation of crude petroleum by pipe line and will not accept any other commodity for transportation.</p>
15	MIXTURES	<p>(a) The indirect liquid products of oil or gas wells, including gasoline and liquefied petroleum gases, hereinafter referred to as indirect products, will be accepted and transported as a mixture with the direct liquid products of oil wells, hereinafter referred to as direct products, provided the vapor pressure of the resulting mixture does not exceed that permitted by carrier's facilities and operating conditions.</p> <p>(b) The indirect products portion of the mixture will be accepted for transportation at reception points other than the one at which the direct products portion of the same mixture is received, provided that the consignee and destination are the same, and that operating conditions and the carrier's facilities permit the indirect products portion to be mixed with the direct products of the same consignee. The rate to be assessed on each portion of the mixture shall be the rate applicable from the point at which each is received.</p> <p>(c) The direct and indirect products will be measured and tested separately, and must be shown separately on the tender form.</p> <p>(d) Mixtures will be transported and delivered as crude petroleum. Nothin in this item is to be construed to waive provisions of Item 30 of this tariff or to require the carrier to receive, transport and deliver unmixed indirect products, except that unmixed indirect products will be gathered for subsequent mixing with direct products in accordance with this rule where facilities exist for performing a gathering service for such products.</p>
20	TENDERS	<p>(a) Crude petroleum will be transported only under a tender accepted by the carrier, from origins (or from facilities connected to carrier's gathering system when gathering service is to be performed by the carrier) to destinations when a tariff covering the movement is lawfully in effect and on file with the Federal Energy Regulatory Commission, and with the appropriate state commission covering intrastate traffic.</p> <p>(b) Any shipper desiring to tender crude petroleum for transportation shall make such tender to the carrier in writing on or before the twenty-fifth day of the month preceding the month during which the transportation under the tender is to begin. Unless such notification is made, the carrier will be under no obligation to accept crude petroleum for transportation. However, if operating conditions permit and at the sole discretion of the carrier, tenders for crude petroleum may be accepted for transportation after the 25th day of the month preceding the month during which the transportation under the tender is to begin.</p>
25	QUANTITIES	<p>(a) A tender will be accepted only when the total quantity covered by such tender will be made available for transportation within the month when the tender is to begin.</p> <p>(b) Any quantity of crude petroleum will be accepted from lease tanks or other facilities to which the carrier is connected, if such quantity can be so consolidated with other crude petroleum that carrier can make a single delivery of not less than five thousand barrels, and carrier will not be obligated to make any single delivery of less than five thousand barrels. The term "single delivery" as used herein means a delivery of crude petroleum in one continuous operation to one or more consignees into a single facility, furnished by such consignee or consignees, to which carrier is connected.</p>

ITEM NO.	SUBJECT	RULES AND REGULATIONS
30-A	SEGREGATION AND VARIATIONS IN QUALITY AND GRAVITY	<p>The following rules and regulations covering crude petroleum quality apply to Carrier's crude petroleum system as a whole. Any geographic area to which specific quality requirements apply in addition to these rules and regulations is so identified below.</p> <p>(a) As part of its common stream transportation, Carrier will not accept any crude petroleum which does not meet the quality criteria of the common stream. Carrier will monitor the quality of its common streams and shall investigate suspected abuses of common stream criteria violations. Monitoring of common streams will include gravity and sulfur testing and could include simulated distillation and other testing to determine quality.</p> <p>(b) If abuses of the common stream quality are determined, the shipper causing such abuses shall be advised to cease and desist all such actions. Failure to desist or failure to cooperate in ending such practices shall result in that shipper being barred from shipping in the common stream where such abuses occurred. Before such shipper is allowed to regain its shipper status in the common stream where the abuses occurred, the shipper will be required to provide Carrier with assurances that such abuses will not recur.</p> <p>(c) Carrier will work with connecting carriers regarding Carrier's quality issues and will advise such connecting carriers that any crude petroleum found to be a detriment to Carrier's common stream will be rejected for further transportation on Carrier's system.</p> <p>(d) Since variations in gravity and/or quality of common stream crude petroleum are inherent in common stream operations, Carrier will not be liable for such variations occurring while crude petroleum is in its custody, nor is Carrier under any obligation to deliver the identical crude petroleum received, but will make delivery out of such common stream.</p> <p>(e) When requested by the shipper and if operationally feasible, Carrier will endeavor to segregate crude petroleum of a kind and/or quality not currently transported through Carrier's facilities. Carrier will, to the best of its abilities, make delivery of such crude petroleum at destination which is substantially the same crude petroleum as that received by Carrier at origin. For such segregated batches, shipper must provide crude petroleum in such quantities (see Note 1) and at such specified times as may be necessary to permit such segregated movements via Carrier's existing facilities. Further, Carrier will not be liable for failure to deliver the identical crude petroleum or for any variations in the gravity and/or quality of crude petroleum occurring while such segregated crude is in Carrier's custody.</p> <p>Note 1 - The quantity to be accepted and transported under the provisions of this paragraph will be determined by Carrier in accordance with current operations through its existing facilities involved in the segregated movements, but in no event shall the quantity for a single delivery be less than the minimum quantity provided in Item 25.</p> <p>(f) The following additional common stream restrictions will apply specifically to crude oil common streams which flow from origin points on Carrier's pipeline into Carrier's Casper, Wyoming delivery point.</p> <ol style="list-style-type: none"> 1. No shipper shall deliver crude oil to Carrier for transport if natural gasoline has, at any time, been injected into the crude oil stream. 2. No shipper shall deliver crude oil to Carrier for transport on its sweet crude common streams that is the product of a blend of crude oils whose sulfur content is above 0.40% by weight with crude oils whose sulfur content is less than 0.40% by weight. 3. Carrier shall investigate any reported violations of these provisions and take appropriate action as provided in (b) above. 4. Shippers who have intentionally violated common stream restrictions may be liable for any damages to other shippers in the same common stream.
35	DESTINATION FACILITIES	<p>No duty to transport will arise until evidence satisfactory to the carrier has been furnished that consignee has provided necessary facilities to which carrier is connected and has made necessary arrangements for accepting delivery of shipments promptly on arrival at destination, as provided in these rules and regulations.</p>

ITEM NO.	SUBJECT	RULES AND REGULATIONS
40-A	GAUGING, DEDUCTIONS AND ADJUSTMENTS	<p>(a) Quantities for receiving, delivering, assessing charges and all other purposes will be corrected 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 may be computed from tank tables compiled or accepted by the carrier.</p> <p>(b) Pursuant to Item 70, crude 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 of two-tenths of one percent (0.2%) will be made to cover evaporation, interface losses, and other normal losses during transportation.</p> <p>(c) The net quantities as determined under paragraphs (a) and (b) of this item will be the amounts accountable at destination.</p>
45	DIVERSION OR RECONSIGNMENT	<p>Crude petroleum in transport may be diverted without an additional charge to a destination other than originally specified on the tender, or crude petroleum 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 entered 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.</p>
50	STORAGE IN TRANSIT	<p>(a) The carrier has working tanks required in the process of transporting crude petroleum, but has no other tankage and, therefore, does not have facilities for rendering, nor does it offer, a storage service. Provisions for storage in transit in facilities furnished by shipper at points on carrier's system will be permitted to the extent authorized under individual transit tariffs lawfully on file with the Federal Energy Regulatory Commission.</p> <p>(b) Each shipper will be required to furnish crude oil into inventory for their proportionate share of the line fill in such amount as deemed necessary by carrier.</p>
55	DELIVERY AND DEMURRAGE	<p>(a) Carrier will transport and deliver crude petroleum with reasonable diligence and dispatch, but will accept no crude petroleum to be transported intime for any particular market.</p> <p>(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.</p> <p>(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.</p>
60	RATES APPLICABLE	<p>Crude petroleum transported shall be subject to the rates in effect on dates such crude petroleum is received by the carrier.</p>
65	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. The carrier will have a lien on all crude petroleum accepted for transportation to secure the payment of all charges, including demurrage charges, and may refuse to deliver crude petroleum until all charges have been paid. If said charges or any part thereof shall remain unpaid five days, computed from the first seven o'clock a.m. after written notice is mailed to shipper of intention to enforce carrier's lien as herein provided, or when there shall be failure to take the crude petroleum at the point of destination as provided in Item 55 within five days, computed from the first seven o'clock a.m. after expiration of the notice therein provided, the carrier shall have the right through an agent, to sell said crude petroleum at public auction for cash, between and not less than twenty-four hours after notice of the time and place of such sale and the quantity, general description, and location of the crude petroleum to be sold has been published in a daily newspaper of general circulation published in the town or city where the sale is to be held, and sent by telegraph to shipper. The carrier may be a bidder and purchaser at such sale. Out of the proceeds of said sale carrier may pay itself all transportation, demurrage, and other lawful charges, expense of notice, advertisement, sale, and other necessary expense, and of caring for and maintaining the crude petroleum, and the balance shall be held for whomsoever may be lawfully entitled thereto.</p>

ITEM NO.	SUBJECT	RULES AND REGULATIONS
70	LIABILITY OF CARRIER	<p>(a) The carrier, while in possession of any crude petroleum, 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 consignee.</p> <p>(b) Any losses of crude petroleum 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 all crude petroleum 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 crude petroleum remaining after deducting shipper's proportion of such loss determined as aforesaid. Transportation charges will be assessed only on the quantity delivered.</p>
75	TITLE	<p>A tender of crude petroleum 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 crude petroleum which is in litigation as dispute over title may exist, or which is enumerated by any lien of which the carrier has notice.</p>
80	TIMELIMITATION 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>
85	COMMUNICATION FACILITIES	<p>Shippers may use carrier's private communication facilities without additional charge for messages incident to their shipments. The carrier will not be liable for nondelivery of messages, or for errors or delays in transmission or interruption of the service.</p>
90	TRUCK UNLOADING	<p>Where trucks are unloaded on BP Pipelines (North America) Inc.'s main line, a special handling charge of 10.56¢ per barrel will be added to the trunk line rate in effect — unless otherwise specified on the individual tariff.</p>
100-B	GRAVITY BANK ADJUSTMENTS	<p>In order to provide a means whereby shippers will not be materially damaged or allowed to benefit from changes in gravity as the result of commingling crude petroleum of different gravities within the common stream in the BP Pipelines (North America) Inc. main line Wyoming system extending from Elk Basin, Wyoming south; Winkleman, Wyoming east; and Reno — Sussex, Wyoming south to delivery points at Casper, Pilot Butte, Guernsey and Ft. Laramie, Wyoming, the carrier has established a Gravity Bank to calculate, collect and remit monetary adjustments among all shippers tendering within these streams for changes in gravity which result from common stream operations. Each shipper tendering crude petroleum for transportation by the carrier in said Wyoming streams is required to participate in the Gravity Bank.</p> <p>The exceptions to this Gravity Bank will be the crude petroleum barrels moved from Hamilton Dome, Wyoming and delivered off at Cottonwood Junction, Wyoming and the barrels received into the main line at Ft. Laramie, Wyoming after the delivery bank meter.</p> <p>Each shipper authorizes the carrier to compute adjustments among all shippers for gravity differences. Each shipper agrees to pay the carrier or its representatives the computed adjustments due by such shipper in accordance with these rules and regulations.</p>

ITEM NO.	SUBJECT	RULES AND REGULATIONS																							
100-B	GRAVITY BANK ADJUSTMENTS (cont.)	<p style="text-align: center;">STRUCTURE OF THE AMOCO PIPELINE GRAVITY BANK</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;"><u>Common Stream</u></td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;"><u>Receipt Locations</u></td> <td style="width: 33%; border-bottom: 1px solid black; text-align: center;"><u>Delivery Locations</u></td> </tr> <tr> <td style="vertical-align: top;">Wyoming Sour</td> <td style="vertical-align: top;"> <p>All Wyoming Origins extending from Elk Basin south; Winkelman east; and Reno — Sussex south to the delivery locations as specified under "Delivery Locations".</p> <p>The exceptions to the above will be barrels moved from Hamilton Dome and delivered off at Cottonwood Jct., Wyoming and barrels received into the main line at Ft. Laramie, Wyoming after the delivery bank meter.</p> <p>All Wyoming origins extending from Kirby Creek, Wyoming north to the delivery location as specified under "Delivery Locations".</p> </td> <td style="vertical-align: top;"> <p>Casper, Wyoming Pilot Butte, Wyoming Guernsey, Wyoming Ft. Laramie, Wyoming</p> <p>Silvertip, Montana</p> </td> </tr> </table> <p>Gravity values used herein are for the sole purpose of making the required calculations to effect the adjustments required and in no way affect or determine the price of crude petroleum. Gravity value formulae for use in determining differentials for gravity adjustments hereunder are as follows:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;"><u>GRAVITY VALUE FORMULAE</u></th> </tr> <tr> <th style="text-align: left;"><u>CRUDE GROUP</u></th> <th style="text-align: center;"><u>GRAVITY RANGE, ° API</u></th> <th style="text-align: center;"><u>GRAVITY VALUE, \$/BARREL</u></th> </tr> <tr> <td rowspan="5" style="vertical-align: top;">Wyoming Sour</td> <td style="text-align: center;">10.0 - 33.9</td> <td style="text-align: center;">2.000 + (°API - 10.0) (0.20)</td> </tr> <tr> <td style="text-align: center;">34.0 - 35.9</td> <td style="text-align: center;">6.800 + (°API - 34.0) (0.04)</td> </tr> <tr> <td style="text-align: center;">36.0 - 40.0</td> <td style="text-align: center;">6.880 + (°API - 36.0) (0.02)</td> </tr> <tr> <td style="text-align: center;">40.0 - 44.9</td> <td style="text-align: center;">6.960</td> </tr> <tr> <td style="text-align: center;">45.0 and above</td> <td style="text-align: center;">6.945 - (°API - 45.0) (0.15)</td> </tr> </table> <p>These formulae represent the gravity adjustment schedules used by the majority of the crude oil purchasers who have published postings for the listed crudes transported by carrier. The format used is independent of the price of the crude oil.</p> <p>All crude oil gravities are to be recorded to the nearest one-tenth degree API for use in the formulae.</p> <p style="text-align: center;">GRAVITY VALUE FORMULA EXAMPLES</p> <p>Batch 'A' Gravity is 17.5°, which is between 10.0° and 33.9° API. Gravity Value is: $2.000 + (17.5 - 10.0) (0.20) = \underline{\\$3.50}$</p> <p>Batch 'B' Gravity is 23.1°, which is between 10.0 and 33.9° API. Gravity Value is: $2.000 + (23.1 - 10.0) (0.20) = \underline{\\$4.62}$</p> <p>The difference in Gravity Value between Batch 'A' and Batch 'B' is: $\\$4.62 - \\$3.50 = \underline{\\$1.12}$</p> <p>This can be derived in another manner:</p> <p style="text-align: center;">Gravity Adjustment below 34° is \$0.02/0.1° API</p> $(23.1 - 17.5) \frac{(0.02)}{0.1} = \1.12 <p>GRAVITY VALUE DIFFERENCE = <u>\$1.12</u></p>	<u>Common Stream</u>	<u>Receipt Locations</u>	<u>Delivery Locations</u>	Wyoming Sour	<p>All Wyoming Origins extending from Elk Basin south; Winkelman east; and Reno — Sussex south to the delivery locations as specified under "Delivery Locations".</p> <p>The exceptions to the above will be barrels moved from Hamilton Dome and delivered off at Cottonwood Jct., Wyoming and barrels received into the main line at Ft. Laramie, Wyoming after the delivery bank meter.</p> <p>All Wyoming origins extending from Kirby Creek, Wyoming north to the delivery location as specified under "Delivery Locations".</p>	<p>Casper, Wyoming Pilot Butte, Wyoming Guernsey, Wyoming Ft. Laramie, Wyoming</p> <p>Silvertip, Montana</p>	<u>GRAVITY VALUE FORMULAE</u>			<u>CRUDE GROUP</u>	<u>GRAVITY RANGE, ° API</u>	<u>GRAVITY VALUE, \$/BARREL</u>	Wyoming Sour	10.0 - 33.9	2.000 + (°API - 10.0) (0.20)	34.0 - 35.9	6.800 + (°API - 34.0) (0.04)	36.0 - 40.0	6.880 + (°API - 36.0) (0.02)	40.0 - 44.9	6.960	45.0 and above	6.945 - (°API - 45.0) (0.15)
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ITEM NO.	SUBJECT	RULES AND REGULATIONS
100-B	GRAVITY BANK ADJUSTMENTS (Continued)	<p>Adjustments among shippers of crude petroleum for differences in gravity will be made for crude petroleum received into and delivered from the Wyoming commingled common stream operation of the carrier's system. Adjustments will be made by a process of debits and credits and interchange of funds among the shippers involved in the stream.</p> <p>Adjustments will be made for each shipper's volumes transported in the commingled common stream in the following manner:</p> <p>The weighted average gravity value of the gravity bank will be determined for all crude petroleum being received into the common stream and similarly for the crude petroleum being delivered out of this common stream. To determine this value, the volume in barrels of each receipt (delivery) will be multiplied by its appropriate gravity value obtained from the gravity value formula. The sum of all such products of receipts (deliveries) times gravity values will then be divided by the total number of barrels received (delivered out for the delivery calculations). This quotient is the weighted average gravity value of the gravity bank.</p> <p>Each shipper's individual gravity value will be determined in a similar manner by multiplying the volume(s) of barrels received from that shipper (or delivered to that shipper for delivery calculations) by the gravity value obtained from the gravity value formula, taking the sum of such products and dividing that sum by the total barrels received from (delivered to) that shipper.</p> <p>A. Receipt by Carrier</p> <p>I. The weighted average gravity value per barrel of each shippers' total barrels received by carrier for movements in the common stream will be computed as previously described.</p> <p>II. The weighted average gravity value per barrel of all shippers' barrels delivered to carrier for movement as a commingled common stream will also be computed in a similar manner.</p> <p>(a) If the weighted average gravity value per barrel of a shipper as determined under I. (above) is greater than that determined under II., the shipper will be credited an amount which shall be calculated by multiplying the differences in gravity value per barrel by the total barrels delivered to carrier by such shipper for movement in the common stream.</p> <p>(b) If the weighted average gravity value per barrel of a shipper as determined in I. (above) is less than that determined under II., the shipper will be debited an amount as calculated in (a) above.</p>

ITEM NO.	SUBJECT	RULES AND REGULATIONS																																																													
100-B	GRAVITY BANK ADJUSTMENTS (Continued)	<p style="text-align: center;">TYPICAL RECEIPT BANK</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Shipper</th> <th style="text-align: center;">Volume BBLs</th> <th style="text-align: center;">Measured Gravity ° API</th> <th style="text-align: center;">*Gravity Value \$/BBL</th> <th style="text-align: center;">Volume X Value \$</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center;">A</td> <td style="text-align: center;">10</td> <td style="text-align: center;">16.0</td> <td style="text-align: center;">3.200</td> <td style="text-align: center;">32.00</td> </tr> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">21.0</td> <td style="text-align: center;">4.200</td> <td style="text-align: center;">84.00</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">23.0</td> <td style="text-align: center;">4.600</td> <td style="text-align: center;">46.00</td> </tr> <tr> <td style="text-align: center;"><u>40</u></td> <td></td> <td style="text-align: center;"><u>4.050</u></td> <td style="text-align: center;"><u>162.00</u></td> </tr> <tr> <td rowspan="3" style="text-align: center;">B</td> <td style="text-align: center;">20</td> <td style="text-align: center;">22.0</td> <td style="text-align: center;">4.400</td> <td style="text-align: center;">88.00</td> </tr> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">21.0</td> <td style="text-align: center;">4.200</td> <td style="text-align: center;">84.00</td> </tr> <tr> <td style="text-align: center;"><u>40</u></td> <td></td> <td style="text-align: center;"><u>4.300</u></td> <td style="text-align: center;"><u>172.00</u></td> </tr> <tr> <td rowspan="5" style="text-align: center;">C</td> <td style="text-align: center;">5</td> <td style="text-align: center;">14.0</td> <td style="text-align: center;">2.800</td> <td style="text-align: center;">14.00</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">16.0</td> <td style="text-align: center;">3.200</td> <td style="text-align: center;">16.00</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">20.0</td> <td style="text-align: center;">4.000</td> <td style="text-align: center;">20.00</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">25.0</td> <td style="text-align: center;">5.000</td> <td style="text-align: center;">25.00</td> </tr> <tr> <td style="text-align: center;"><u>20</u></td> <td></td> <td style="text-align: center;"><u>3.750</u></td> <td style="text-align: center;"><u>75.00</u></td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">100</td> <td></td> <td style="text-align: center;">4.090</td> <td style="text-align: center;">\$409.00</td> </tr> </tbody> </table> <p>Average Value of Receipts: \$4.090</p> <p>Shipper A's average gravity value is \$4.050, which is lower than the \$4.090 average. Therefore, A pays 40 (4.050 - 4.090) = <u>- \$1.60</u></p> <p>Shipper B's average gravity value is \$4.300, which is higher than the \$4.090 average. Therefore, B receives 40 (4.300 - 4.090) = <u>+ \$8.40</u></p> <p>Shipper C's average gravity value is \$3.750, which is lower than the \$4.090 average. Therefore, C pays 20 (3.750 - 4.090) = <u>- \$6.80</u></p> <p>The sum of payments equals the sum of the receipts.</p> <p>*As calculated using the Gravity Value Formulae.</p> <p>B. Deliveries by Carrier.</p> <p>III. The weighted average gravity value per barrel of each shipper's total barrels delivered by carrier at specific locations from the common stream will also be computed as previously described.</p> <p>IV. The weighted average gravity value per barrel of all shipper's barrels delivered at specific locations by carrier from a common stream will also be computed.</p> <p>(a) If the weighted average gravity differential value per barrel of a shipper as determined under III. (above) is greater than that determined under IV., the shipper will be debited an amount which shall be calculated by multiplying the differences in gravity value per barrel by the total barrels delivered by carrier from the common stream for such shipper's account.</p> <p>(b) If the weighted average gravity differential value per barrel of a shipper as determined in III. (above) is less than that determined under IV., the shipper will be credited with an amount as calculated in (a) above.</p>	Shipper	Volume BBLs	Measured Gravity ° API	*Gravity Value \$/BBL	Volume X Value \$	A	10	16.0	3.200	32.00	20	21.0	4.200	84.00	10	23.0	4.600	46.00	<u>40</u>		<u>4.050</u>	<u>162.00</u>	B	20	22.0	4.400	88.00	20	21.0	4.200	84.00	<u>40</u>		<u>4.300</u>	<u>172.00</u>	C	5	14.0	2.800	14.00	5	16.0	3.200	16.00	5	20.0	4.000	20.00	5	25.0	5.000	25.00	<u>20</u>		<u>3.750</u>	<u>75.00</u>	TOTAL	100		4.090	\$409.00
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ITEM NO.	SUBJECT	RULES AND REGULATIONS																																																													
100-B	GRAVITY BANK ADJUSTMENTS (Concluded)	<p>V. Calculations for receipts and deliveries shall be made each calendar month.</p> <p style="text-align: center;">TYPICAL DELIVERY BANK</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Shipper</th> <th style="text-align: center;">Volume BBLs</th> <th style="text-align: center;">Measured Gravity ° API</th> <th style="text-align: center;">*Gravity Value \$/BBL</th> <th style="text-align: center;">Volume X Value \$</th> </tr> </thead> <tbody> <tr> <td rowspan="4" style="text-align: center;">A</td> <td style="text-align: center;">10</td> <td style="text-align: center;">26.5</td> <td style="text-align: center;">5.300</td> <td style="text-align: center;">53.00</td> </tr> <tr> <td style="text-align: center;">5</td> <td style="text-align: center;">27.0</td> <td style="text-align: center;">5.400</td> <td style="text-align: center;">27.00</td> </tr> <tr> <td style="text-align: center;"><u>10</u></td> <td style="text-align: center;">28.0</td> <td style="text-align: center;"><u>5.600</u></td> <td style="text-align: center;"><u>56.00</u></td> </tr> <tr> <td style="text-align: center;">25</td> <td></td> <td style="text-align: center;">5.440</td> <td style="text-align: center;">136.00</td> </tr> <tr> <td rowspan="4" style="text-align: center;">B</td> <td style="text-align: center;">10</td> <td style="text-align: center;">27.5</td> <td style="text-align: center;">5.500</td> <td style="text-align: center;">55.00</td> </tr> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">29.0</td> <td style="text-align: center;">5.800</td> <td style="text-align: center;">116.00</td> </tr> <tr> <td style="text-align: center;"><u>15</u></td> <td style="text-align: center;">28.5</td> <td style="text-align: center;"><u>5.700</u></td> <td style="text-align: center;"><u>85.50</u></td> </tr> <tr> <td style="text-align: center;">45</td> <td></td> <td style="text-align: center;">5.700</td> <td style="text-align: center;">256.50</td> </tr> <tr> <td rowspan="4" style="text-align: center;">C</td> <td style="text-align: center;">10</td> <td style="text-align: center;">27.0</td> <td style="text-align: center;">5.400</td> <td style="text-align: center;">54.00</td> </tr> <tr> <td style="text-align: center;">10</td> <td style="text-align: center;">27.5</td> <td style="text-align: center;">5.500</td> <td style="text-align: center;">55.00</td> </tr> <tr> <td style="text-align: center;"><u>10</u></td> <td style="text-align: center;">26.5</td> <td style="text-align: center;"><u>5.300</u></td> <td style="text-align: center;"><u>53.00</u></td> </tr> <tr> <td style="text-align: center;">30</td> <td></td> <td style="text-align: center;">5.400</td> <td style="text-align: center;">162.00</td> </tr> <tr> <td style="text-align: center;">TOTAL</td> <td style="text-align: center;">100</td> <td></td> <td style="text-align: center;">5.545</td> <td style="text-align: center;">\$554.50</td> </tr> </tbody> </table> <p>Average Value of Deliveries: \$5.545</p> <p>Shipper A receives a gravity value lower than average value of \$5.545, therefore, A receives payment $25(5.545 - 5.440) = + \\$2.625$</p> <p>Shipper B receives a gravity value higher than average value of \$5.545, therefore, B pays $45(5.545 - 5.700) = - \\$6.975$.</p> <p>Shipper C receives a gravity value lower than the average value of \$5.545, therefore, C receives payment $30(5.545 - 5.400) = + \\$4.350$.</p> <p>The sum of payments equals the sum of the receipts.</p> <p>* As calculated using the Gravity Value Formulae.</p> <p>The calculations of each shipper's debits and credits will be made and a statement provided for each calendar month. The credit and debit balances will be adjusted between all shippers by collecting funds from those shippers having debit balances and by thereafter remitting funds so collected to the shippers having credit balances. Carrier may, at its option, require the shipper to prepay such charges or furnish guaranty of payment satisfactory to the carrier for such obligations. Gravity Bank payments are due on the date specified on the invoice. Carrier will pay out only the funds collected. In the event of delay in collection from one or more shippers, the amounts collected shall be distributed to shippers having credit balances in proportion to their relative credit balances.</p> <p>In the event any payment is made to a shipper hereunder and it is subsequently determined by any Federal or state court, administrative agency or other governmental entity having jurisdiction that no other shipper was liable for the adjustment for which payment was made, the shipper receiving such payment shall upon receipt of an accounting from carrier return the same to the carrier or its designated administrator. Carrier shall promptly utilize same to reimburse all shippers who made such payments.</p> <p>Gravity Bank payments to or from shippers are not part of the transportation rate of carrier and said payments shall not be an offset or other claim by any shipper against sums due the carrier for transportation costs or other fees and charges collected under carrier's tariffs and shall be handled by separate invoicing and payment.</p>	Shipper	Volume BBLs	Measured Gravity ° API	*Gravity Value \$/BBL	Volume X Value \$	A	10	26.5	5.300	53.00	5	27.0	5.400	27.00	<u>10</u>	28.0	<u>5.600</u>	<u>56.00</u>	25		5.440	136.00	B	10	27.5	5.500	55.00	20	29.0	5.800	116.00	<u>15</u>	28.5	<u>5.700</u>	<u>85.50</u>	45		5.700	256.50	C	10	27.0	5.400	54.00	10	27.5	5.500	55.00	<u>10</u>	26.5	<u>5.300</u>	<u>53.00</u>	30		5.400	162.00	TOTAL	100		5.545	\$554.50
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ITEM NO.	SUBJECT	RULES AND REGULATIONS
105	COMMONSTREAM PETROLEUM-CONNECTING CARRIERS	<p>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.</p>
110-B	PRORATION PROCEDURES	<p>When there shall be tendered to the Carrier for transportation on the Carrier's pipeline system or any part thereof under applicable tariffs, more crude petroleum or, depending on what service a particular line segment is in, other petroleum products (crude petroleum and other petroleum products referred to collectively as "Products"), than can be currently transported, the transportation furnished by the Carrier shall be apportioned among shippers in a fair and equitable manner so as to avoid discrimination among shippers and so as not to adversely affect the reasonable operation of the Carrier's facilities.</p> <p>Because of the extensive and varied line capacities and types of Products transported over different segments of the Carrier's pipeline system, individual proration procedures as identified below, will be utilized to effectively handle proration on the affected line segment. Copies of such proration procedures will be made available by BP Pipelines (North America) Inc.'s Oil Movements Office in Tulsa, Oklahoma, upon request, to any shipper or potential shipper, either via the U.S. Mail or via facsimile copy.</p> <ol style="list-style-type: none"> 1. Reno, Wyoming to Salt Creek, Wyoming - Proration Policy effective March 1, 1980 2. Ft. Laramie, Wyoming to Rangely, Colorado/Salt Lake City, Utah - Proration Policy effective May, 1992 3. Wattenberg, Colorado to Bushton, Kansas - Proration Policy effective May 1, 1993 4. Wattenberg, Colorado to Conway, Kansas - Proration Policy effective May 1, 1993 5. Western Corridor* - Proration Policy effective November, 1997 <p>(*Defined as: Amoco Pipeline's space originating at the Canadian Border to Billings, MT (Glacier System); then Billings, MT to Elk Basin, WY (Beartooth System); then Elk Basin, WY to Casper, WY (Big Horn System) with destinations at Casper, WY and Guernsey, WY.</p>

BP PIPELINES (NORTH AMERICA) INC.

IN CONNECTION WITH PARTICIPATING CARRIER SHOWN HEREIN

CIRCULAR NO. 1-O

LOCAL AND JOINT TARIFF

Containing
RULES AND REGULATIONS
Governing
THE TRANSPORTATION
and
DIVERSION AND RECONSIGNMENT
of
CRUDE PETROLEUM
By Pipeline

The rules and regulations published herein apply only under tariffs making specific reference by F.E.R.C. number to this circular, such reference will include supplements hereto and successive issues hereof.

Issued on 15 days' notice under authority of 18 CFR 341.14 (Special Permission). This tariff is conditionally accepted subject to refund pending a 30-day review period.

ISSUED JUNE 15, 2001

EFFECTIVE JULY 1, 2001

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

Issued by:
Bernadette J. Zabransky
Director - Pipeline Tariff & Regulatory Affairs
[W] BP Pipelines (North America) Inc.
801 Warrenville Road, Suite 700
Lisle, IL 60532
(630) 434-2680
Fax (630) 493-3707

ITEM NO.	SUBJECT	RULES AND REGULATIONS
90-A (Cancels 90)	TRUCK UNLOADING	Where trucks are unloaded on BP Pipelines (North America) Inc.'s main line, a special handling charge of [1]10.85¢ per barrel will be added to the trunk line rate in effect — unless otherwise specified on the individual tariff.
[1]	Increase	

Supplement No. 3 contains all changes from the original Circular that are effective on the date hereof.

Supplement No. 3
To
NORTH DAKOTA P.S.C. NO. 63*
(Cancels Supplement. No. 2*)
*Amoco Pipeline Company Series

[W]BP PIPELINES (NORTH AMERICA) INC.

SUPPLEMENT NO. 3

Supplement No. 2 contains all changes from the original Circular that are effective on the date hereof.

TO

CIRCULAR NO. 1-E

(Cancels Circular No. 1-D)

LOCAL TARIFF

Containing
RULES AND REGULATIONS
Governing
THE TRANSPORTATION
and
DIVERSION AND RECONSIGNMENT
of
CRUDE PETROLEUM
By Pipeline

The rules and regulations published herein apply only under tariffs making specific reference by State Commission number to this circular; such reference will include supplements hereto and successive issues hereof.

ISSUED JUNE 29, 2001

EFFECTIVE AUGUST 1, 2001

Issued by:
Bernadette J. Zabransky
[W] Director-Pipeline Tariff & Regulatory Affairs
BP PIPELINES (North America) Inc.
801 Warrenville Road, Suite 700
Lisle, Illinois 60532
(630) 434-2680
Fax (630) 493-3707

ITEM NO.	SUBJECT	RULES AND REGULATIONS
40-A Cancels 40 <input type="checkbox"/> 1	GAUGING, DEDUCTIONS AND ADJUSTMENTS	<p>(a) Quantities for receiving, delivering, assessing charges and all other purposes will be corrected 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 may be computed from tank tables compiled or accepted by the carrier.</p> <p>(b) Pursuant to Item 70, crude 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 of two-tenths of one percent (0.2%) will be made to cover evaporation, interface losses, and other normal losses during transportation.</p> <p>(c) The net quantities as determined under paragraphs (a) and (b) of this item will be the amounts accountable at destination.</p>
90-A Cancels 90	TRUCK UNLOADING	<p>Where trucks are unloaded on Amoco Pipeline's main line, a special handling charge of <input type="checkbox"/>10.85¢ per barrel will be added to the trunk line rate in effect — unless otherwise specified on the individual tariff.</p>
<p><input type="checkbox"/> Reissued from Supplement No. 1 dated March 1, 1999</p>		
<p><input type="checkbox"/> Increase</p>		

NORTH DAKOTA P.S.C. NO. 79*

(Cancels North Dakota P.S.C. No. 78*)

*Amoco Pipeline Company Series

[W]BP PIPELINES (NORTH AMERICA) INC.

NORTH DAKOTA TARIFF NO. 1-W

(Cancels North Dakota Tariff No. 1-V)

LOCAL TARIFF

Applying on

CRUDE PETROLEUM

[W] Governed, except as otherwise provided herein, by rules and regulations shown in BP Pipelines (North America) Inc.'s Circular No. 1-B, North Dakota P.S.C. No. 63, supplements thereto and successive issues thereof.

TABLE OF RATES

From	To	Rates in Cents per Barrel of 42 United States Gallons (Subject to Notes 1 & 2 on page 2 of this tariff) [I] all rates have been increased
<u>North Dakota Stations</u>		
Alexander Station.....McKenzie County		53.97
Alexander Truck Station...McKenzie County		53.97
Battleview.....Burke County		29.34
Big Stick.....Billings County		114.40
Black Slough.....Burke County		29.34
Blue Butte.....McKenzie County		29.34
Cartwright Station.....McKenzie County		94.48
Charlson Station.....McKenzie County		29.34
Dodge.....Dunn County		29.34
Foureyes.....Billings County	Mandan.....North Dakota (Morton County)	114.40
Franks Creek Station.....Billings County		111.33
Fritz.....Billings County		114.40
Highway 22.....Dunn County		114.40
Keene Station.....McKenzie County		29.34
Kildeer East.....Dunn County		114.40
Lignite.....Burke County		29.34
Little Knife.....Dunn County		114.40
Moberg.....Williams County		29.34
Poker Jim.....McKenzie County		111.33
Rice Junction.....Mountrail County		29.34
Tioga.....Williams County		29.34
Treetop.....Billings County		114.40
Whitetail Station.....Billings County		111.33
Ytredahl.....McKenzie County		29.34

APPLICATION OF RATES FROM INTERMEDIATE POINTS

From any point not named in this tariff which is intermediate to a point from which rates are published herein, through such unnamed point, apply from such unnamed point the rate published herein from the next more distant point.

[I] Increase

[W] Change in wording only

ISSUED JUNE 29, 2001

EFFECTIVE AUGUST 1, 2001

Issued by:

Bernadette J. Zabransky

[W] Director-Pipeline Tariff & Regulatory Affairs

BP PIPELINES (North America) Inc.

801 Warrenton Road, Suite 700

Liste, Illinois 60532

(630) 434-2680

Fax (630) 493-3707

NOTE 1 [I] - (all rates have been increased)

- a. When gathering is performed into Battleview, Black Slough, Blue Butte, Charlson, Dodge, Keene, Lignite, Tioga and Ytredahl, the through rate to destination will be made by adding 42.20¢ per barrel to the rate named in this column.
- b. When gathering service is performed into Moberg, North Dakota from the Strombeck #1 Well, located in the North Tioga-Interlake Field, Williams County, the through rate to destination will be made by adding 65.08¢ per barrel to the rate named in this column.
- c. When gathering service is performed into Rice Junction in Mountrail County, from LACT M-143, the through rate to destination will be made by adding 11.96¢ per barrel to the rate named in this column.
- d. When gathering service is performed into Alexander Station, Cartwright Station, Franks Creek Station and Whitetail Station, the through rate to destination will be made by adding 38.08¢ per barrel to the rate named in this column.

NOTE 2

[I] There will be an additional 10.85¢ per barrel charged when trucks are unloaded at any Amoco Pipeline main line origin facility in North Dakota.

[I] Increase

BP Pipelines (North America) Inc.

TARIFF NO. 311-I

PROPORTIONAL TARIFF

Applying on

CRUDE PETROLEUM

Governed, except as otherwise provided herein, by rules and regulations shown in BP Pipelines (North America) Inc.'s F.E.R.C. No. 2, supplements thereto and successive issues thereof.

TABLE OF RATES

FROM	TO	Rates in Cents per Barrel of 42 United States Gallons [1] all rates in this column have been increased
Alexander Truck Station McKenzie County, ND	Fryburg Station, Billings County, ND	77.39
Cartwright Station McKenzie County, ND	Fryburg Station, Billings County, ND	77.39
Fairview Station/Putnam Jct. Richland County, MT	Fryburg Station, Billings County, ND Mandan, Morton County, ND	77.39 163.50
Franks Creek Station, Billings County, ND	Fryburg Station, Billings County, ND	42.98
Poker Jim Station McKenzie County, ND	Fryburg Station, Billings County, ND	42.98
Producers Pipeline at the International Boundary near Portal, Burke County, ND	Mandan, Morton County, ND	107.68
Ramberg Station, Williams County, ND	Mandan, Morton County, ND	29.38
Richey Station Dawson County, MT	Fryburg Station, Billings County, ND Mandan, Morton County, ND	48.96 163.50
Sidney Station Richland County, MT	Fryburg Station, Billings County, ND Mandan, Morton County, ND	42.98 110.73
Whitetail Station Billings County, ND	Fryburg Station, Billings County, ND	42.98

Issued on 15 days' notice under authority of 18 CFR 341.14 (Special Permission). This tariff is conditionally accepted subject to refund pending a 30-day review period.

[1] Increase

ISSUED JUNE 15, 2001

EFFECTIVE JULY 1, 2001

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

Issued by:
Bernadette J. Zabransky
Director - Pipeline Tariff & Regulatory Affairs
BP Pipelines (North America) Inc.
801 Warrenville Road, Suite 700
Lisle, IL 60532
(630) 434-2680
Fax(630) 493-3707

[] Gathering Charge: When gathering service is performed by BP Pipelines (North America) Inc., a charge of 38.37¢ per barrel will be made in addition to the transportation rates named herein.

[] Truck Unloading Charge: When shipments are unloaded from tank truck facilities into the main line facilities of BP Pipelines (North America) Inc., a charge of 10.85¢ per barrel will be made in addition to the transportation rate named herein.

[] Pumpover Charge at Fryburg: Crude petroleum received from connecting carriers into BP Pipelines (North America) Inc.'s Fryburg Station for further delivery to connecting carriers at Fryburg, ND, an additional charge of 5.44¢ per barrel will be made.

[] Increase

BP Pipelines (North America) Inc.

TARIFF NO. 324-D

LOCAL PROPORTIONAL TARIFF

Applying on

CRUDE PETROLEUM

Governed, except as otherwise provided herein, by rules and regulations shown in BP Pipelines (North America) Inc.'s F.E.R.C. No. 2, supplements thereto and successive issues thereof.

TABLE OF RATES

FROM	TO	Rates in Cents per Barrel of 42 United States Gallons (Subject to Note 1 below)
Tioga. North Dakota (Burke County)	Ramberg Jct. North Dakota (See Note 2 below)	[] 17.77

[] NOTE 1. - When gathering service is performed, the through rate to destination will be made by adding 42.52¢ per barrel to the rate named in this column

[] NOTE 2. - When barrels are received at Ramberg Jct., North Dakota, destined for delivery to Enbridge Pipeline, an additional 6.46¢ per barrel pumpover charge will apply.

Issued on 15 days' notice under authority of 18 CFR 341.14 (Special Permission). This tariff is conditionally accepted subject to refund pending a 30-day review period.

[] Increase

ISSUED JUNE 15, 2001

EFFECTIVE JULY 1, 2001

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BP Pipelines (North America) Inc.
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Lisle, IL 60532
(630) 434-2680
Fax(630) 493-3707

ATTACHMENT C

**The N.D. P.S.C.'s June 29th Letter
To BP Pipelines (North America) Inc.**



Public Service Commission

State of North Dakota

COMMISSIONERS

Susan E. Wefald, President
Leo M. Reinbold
Anthony T. Clark

Executive Secretary
Jon H. Mielke

600 E Boulevard Ave. Dept. 408
Bismarck, North Dakota 58505-0480
web: www.psc.state.nd.us
e-mail: sab@oracle.psc.state.nd.us
TDD 800-366-6888
Fax 701-328-2410
Phone 701-328-2400

June 29, 2001

Bernadette J Zabransky
BP Pipelines (North America)
801 Warrenville Rd Ste 700
Lisle IL 60532

Dear Ms. Zabransky:

Thank you for your letter informing us of the name change of Amoco Pipeline Company to BP Pipelines (North America) Inc.

Since Amoco has Route Permits and Corridor Certificates issued in that name, those certificates and permits should be reissued to reflect the name change. Before we can do that, we need a letter from you requesting that we do so. We also need the corporate papers showing the name change. We need an original Certificate of Good Standing, and any other papers relating to the name change. You can get those documents from the North Dakota Secretary of State's office at 701-328-2900.

In the mean time, tariffs will continue to be docketed under Amoco Pipeline Company.

If you have any questions, please call me at 701-328-4076. If my interpretation of your letter is incorrect, let me know.

Sincerely,

Sharon Helbling
Public Utilities Division

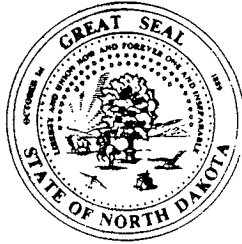
Sdh

ATTACHMENT D

**BP Pipelines (North America) Inc.'s
Certificate of Good Standing
and a Copy of the Name Change Application
Filed with the Secretary of State**

State of North Dakota

SECRETARY OF STATE



CERTIFICATE OF GOOD STANDING

OF

BP PIPELINES (NORTH AMERICA) INC.

The undersigned, as Secretary of State of the State of North Dakota, hereby certifies that BP PIPELINES (NORTH AMERICA) INC., a Maine corporation, authorized to transact business in the State of North Dakota on November 19, 1951, and according to the records of this office as of this date, has paid all fees due this office as required by North Dakota statutes governing foreign corporations.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing to

BP PIPELINES (NORTH AMERICA) INC.

Issued: August 10, 2001

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

EXHIBIT A

To engage in the business of transporting oil, gas, and other minerals and the products, derivatives, and by-products thereof as a common carrier or otherwise and to have as a common carrier the power of eminent domain (as now or hereafter authorized by the laws of the United States and of each state in which the Company shall operate) to acquire land, rights of way, easements, and property of any person or corporation necessary for the construction, maintenance, or operation of common carrier pipelines.

Amoco Pipeline Company**19. Officers and Directors of the Corporation**

Name	Office	Mailing Address
G. Lee Edwards	President	801 Warrenville Road Lisle, IL 60532
I. Springett	Vice President and Chief Financial Officer	200 East Randolph Drive Chicago, IL 60601
J. G. Nemeth	Vice President and General Tax Officer	200 E. Randolph Drive Chicago, IL 60601
D. W. Johnson	Vice President and Assistant Secretary	801 Warrenville Road Lisle, IL 60532
L. B. Peck	Vice President	801 Warrenville Road Lisle, IL 60532
D. B. Pinkert	Vice President and Director	200 East Randolph Drive Chicago, IL 60601
J. L. Wales	Vice President	801 Warrenville Road Lisle, IL 60532
D. A. Plumb	Secretary and Director	200 East Randolph Drive Chicago, IL 60601
A. Delasso	Assistant Secretary	801 Warrenville Road Lisle, IL 60532
D. A. Dowling	Assistant Secretary and Director	200 East Randolph Drive Chicago, IL 60601
W. T. Mangan	Assistant Secretary	200 East Randolph Drive Chicago, IL 60601
J. L. Siddall	Assistant Secretary	200 East Randolph Drive Chicago, IL 60601
R. J. Novaria	Treasurer	200 East Randolph Drive Chicago, IL 60601
P. I. Kent	Assistant Treasurer and Controller	801 Warrenville Road Lisle, IL 60532
M. A. Lukas	Assistant Treasurer	200 East Randolph Drive Chicago, IL 60601
L. P. Peterson	Assistant Treasurer	200 East Randolph Drive Chicago, IL 60601
L. V. Storino	Controller	801 Warrenville Road Lisle, IL 60532
D. L. Novak	Assistant Controller	801 Warrenville Road Lisle, IL 60532
J. A. Dietz	Tax Officer	28101 Ferry Road Warrenville, IL 60555

DOMESTIC
BUSINESS CORPORATION

STATE OF MAINE

ARTICLES OF AMENDMENT

(Shareholders Voting as One Class)

AMOCO PIPELINE COMPANY

(Name of Corporation)


Minimum Fee \$35 (See §1401 sub-§15)

File No. 19160002 D Pages 3
Fee Paid \$ 35
DCN 2010921400013 LNME

FILED
04/02/2001


Deputy Secretary of State

A True Copy When Attested By Signature


Deputy Secretary of State

Pursuant to 13-A MRSA §§805 and 807, the undersigned corporation adopts these Articles of Amendment:

FIRST: All outstanding shares were entitled to vote on the following amendment as one class.

SECOND: The amendment set out in Exhibit A attached was adopted by the shareholders on (date) MARCH 28, 2001
("X" one box only)

at a meeting legally called and held OR by unanimous written consent

THIRD: Shares outstanding and entitled to vote and shares voted for and against said amendment were:

<u>Number of Shares Outstanding and Entitled to Vote</u>	<u>NUMBER Voted For</u>	<u>NUMBER Voted Against</u>
375,844	375,844	0

FOURTH: If such amendment provides for exchange, reclassification or cancellation of issued shares, the manner in which this shall be effected is contained in Exhibit B attached if it is not set forth in the amendment itself.

FIFTH: If the amendment changes the number or par values of authorized shares, the number of shares the corporation has authority to issue thereafter, is as follows:

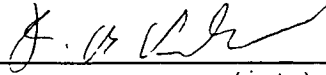
<u>Class</u>	<u>Series (If Any)</u>	<u>Number of Shares</u>	<u>Par Value (If Any)</u>
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The aggregate par value of an such shares (of all classes and series) having par value is \$ _____

The total number of all such shares (of all classes and series) without par value is _____ shares

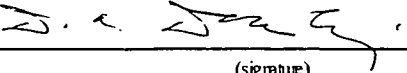
SIXTH: The address of the registered office of the corporation in the State of Maine is _____
The Prentice-Hall Corporation System, Inc., 45 Memorial Circle, Augusta, ME 04330
(street, city, state and zip code)

DATED March 28, 2001

*By 
(signature)

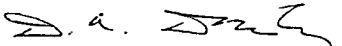
D.B. Pinkert, Vice President

(type or print name and capacity)

*By 
(signature)

D.A. Dowling, Assistant Secretary

(type or print name and capacity)

**MUST BE COMPLETED FOR VOTE
OF SHAREHOLDERS**
I certify that I have custody of the minutes showing
the above action by the shareholders.

(signature of clk., secretary or ast. secretary)

NOTE: This form should not be used if any class of shares is entitled to vote as a separate class for any of the reasons set out in §806, or because the articles so provide. For vote necessary for adoption see §805.

*This document **MUST** be signed by

- (1) the **Clerk** OR
- (2) the **President** or a vice-pres. together with the **Secretary** or an ass't. sec., or a 2nd certifying officer OR
- (3) if no such officers, then a majority of the **Directors** OR
- (4) if no such directors, then the **Holders of a majority of all outstanding shares** OR
- (5) the **Holders of all of the outstanding shares.**

SUBMIT COMPLETED FORMS TO: CORPORATE EXAMINING SECTION, SECRETARY OF STATE,
101 STATE HOUSE STATION, AUGUSTA, ME 04333-0101

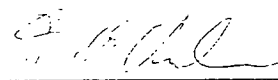
CONSENT IN LIEU OF A MEETING
OF STOCKHOLDERS

Action by unanimous Consent of Stockholders of Amoco Pipeline Company (hereinafter referred to as "the Company"), effective March 28, 2001.

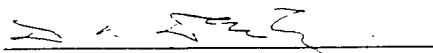
The undersigned, acting with the authority and on behalf of BP Amoco Company which is the sole Stockholder of the Company, does hereby waive call, meeting, notice and vote, and does hereby consent to, confirm and verify the following Stockholder Action and adoption of the following resolutions in lieu of a meeting, pursuant to the authority vested by The Maine Business Corporation Act, Title 13-A, Section 620:

RESOLVED, that for the more convenient transaction of the business of this Company, its corporate name shall be changed from Amoco Pipeline Company to BP Pipelines (North America) Inc.

BP AMOCO COMPANY

By 
Vice President

The undersigned Assistant Secretary of the Company does hereby certify that the signatory to the instrument is, as of the date hereof, the sole Stockholder of the Company.


Assistant Secretary