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SUPPLEMENTAL INDENTURE

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Third Supplemental Indenture of Mortgage and Deed of Trust and Security Agreement, dated as of December 31, 1993 (this "Third Supplement"), made by and among Buckeye Pipe Line Company L.P., a Delaware limited partnership (the "Company"), and PNC Bank, National Association, formerly Pittsburgh National Bank, a national banking association, having its principal corporate trust office at One Oliver Plaza, Pittsburgh, Pennsylvania 15265 (the "Trustee"), and J.G. Routh, residing at 308 Depot Street, Jamestown, Pennsylvania 16134 (the "Individual Trustee"), as Trustees (together, the "Trustees") under the Indenture of Mortgage and Deed of Trust and Security Agreement, dated as of December 15, 1986 (the "Indenture"), by and among the Company and each of the Trustees, and recorded on the date and in the location shown on Schedule 1 attached hereto and made a part hereof, as amended by the First Supplemental Indenture dated as of December 1, 1987 ("First Supplement") and the Second Supplemental Indenture dated as of November 30, 1992 ("Second Supplement"). Exhibit A attached hereto and made a part hereof sets forth the jurisdictions in which the Company has fee-owned real property or rights-of-way. The First Supplement is attached hereto as Schedule 2 and made a part hereof. The Second Supplement is attached hereto as Schedule 3 and made a part hereof.

PRELIMINARY STATEMENT

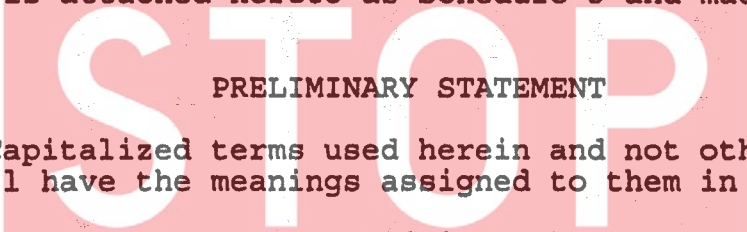
Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Company has entered into the Indenture with the Trustees. The Company and the Trustees are entering into this Third Supplement in accordance with the provisions of Article Twelve of the Indenture in order to set forth, as permitted and provided by Sections 3.01, 3.03(d) and 12.01(f) of the Indenture, the terms of three series of Additional Notes under the Indenture. Such Additional Notes are the Company's First Mortgage Pipe Line Notes, aggregating \$35,000,000 principal amount, consisting of the following series: (i) \$11,000,000 principal amount of 7.11% Series K Notes due December 15, 2007; (ii) \$11,000,000 principal amount of 7.15% Series L Notes due December 15, 2008; and (iii) \$13,000,000 principal amount of 7.19% Series M Notes due December 15, 2009. Pursuant to Article Twelve of the Indenture, all other acts and things necessary to make this Third Supplement a valid instrument have been done and performed. All covenants and agreements made by the Company

This instrument prepared by:
 James H. Carroll, Esq.
 Morgan, Lewis & Bockius
 2000 One Logan Square
 Philadelphia, PA 19103

WEST VIRGINIA TITLE SERVICES, INC.
 182 HARRISON STREET
 LOVELL, INDIANA 46355
 765-0277 or 855-0100

MAR 28 12 06 PM '94
 REC'D



Handwritten signature and initials in the bottom right corner.

herein are for the benefit and security of the Noteholders and the Trustees. The Company is entering into this Third Supplement, and the Trustees are accepting this Third Supplement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

The Company represents that this Third Supplement does not encumber real property improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having its own cooking facilities.

1. Amendment to the Recitals of the Indenture. The language set forth below shall be added on page 6 of the Indenture after the paragraph beginning with the word "WHEREAS" and immediately before the paragraph beginning with the words "NOW, THEREFORE";

WHEREAS, all necessary action has been duly taken by the Company to authorize the execution and delivery of a Third Supplemental Indenture and the issue and sale hereunder of certain Additional Notes herein defined as the "1993 Notes", consisting of three series, the Notes of such series being designated and referred to in the Indenture as set forth in § 2.13 and having the aggregate principal amount, maturing at the date, and bearing interest, payable semi-annually on June 15 and December 15 in each year, at the annual rate set forth in § 2.13, and being subject to optional redemption pursuant to the provisions of § 2.13; and

WHEREAS, the 1993 Notes are to be substantially in the forms following respectively with changes only as to series designations and interest rates:

[Form of Note of Series K through M]

BUCKEYE PIPE LINE COMPANY, L.P.

(A limited partnership organized under the laws of the State of Delaware)

First Mortgage Pipe Line Note, ___ % Series ___ Due ___

No. _____ \$ _____

Buckeye Pipe Line Company, L.P., a limited partnership organized and existing under the laws of the State of Delaware (the "Company"), for value received, hereby promises to pay to _____ or registered assigns, on December 15, _____, the sum of \$ _____ Dollars in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts and to pay interest thereon in like coin or currency (i) from the interest payment date next preceding the date of this Note until payment of the principal hereof becomes due and payable, at the rate of ___% per annum, payable semi-annually, on the fifteenth day of June and

different rates and may otherwise differ as in the Indenture provided.

As provided in the Indenture, the 1993 Notes are subject to mandatory and optional redemption on the terms specified in the Indenture.

To the extent permitted by, and as provided in, the Indenture, modifications or alterations of the Indenture, or of any Indenture Supplemental thereto, and of the rights and obligations with respect to the Indenture of the Company and of the Holders of the Notes may be made with the consent of the Company upon the written consent of the Holders of not less than 66% in aggregate principal amount of the Notes entitled to vote thereon then Outstanding, or by an affirmative vote of the Holders of not less than 66% in aggregate principal amount of the Notes entitled to vote thereon then Outstanding, at a meeting of Noteholders called and held as provided in the Indenture or as otherwise provided in the Indenture; provided, however, that no such modification or alteration shall be made without the consent of the Holder hereof which will (a) affect the right of such Holder to receive payment of principal, or interest or premium (if any) on, this Note, or to institute suit for the enforcement of such payment on or after the respective due dates expressed herein, or (b) otherwise than as permitted by the Indenture, permit the creation of any lien ranking prior to, or on a parity with, the Lien of the Indenture with respect to any property covered thereby, or (c) reduce the percentage of the aggregate principal amount of Notes required to authorize any such modification or alteration.

In case an Event of Default, as defined in the Indenture, shall occur and be continuing, the principal of all the Notes at any such time Outstanding under the Indenture may be declared or may become due and payable upon the conditions and in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may in certain events be rescinded by the Holders of 66% in aggregate principal amount of the Notes then Outstanding.

This Note is transferable by the Holder hereof, in person or by duly authorized attorney, on books of the Company to be kept for that purpose at the principal corporate trust office of the Trustee, upon surrender and cancellation of this Note and on presentation of a duly executed written instrument of transfer, and thereupon a new Note or Notes of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange theretofore; and this Note, with or without others of the same series, may in like manner be exchanged for one or more new Notes of the same series of other authorized denominations but of the same aggregate principal amount; all upon payment of

the charges and subject to the terms and conditions set forth in the Indenture.

The Company and the Trustees may deem and treat the Person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon, and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of, or the interest or premium (if any) on, this Note, or for any claim based hereon or on the Indenture or any Indenture Supplemental thereto, against any partner, past, present or future, of the Company (including the General Partner), or of any predecessor or successor, heir or assignee of any such partner as such, or any stockholder, director, officer or employee of any such partner, either directly or through the Company or any such predecessor or successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, being released by every owner hereof by the acceptance of this Note and as part of the consideration for the issue hereof, and being likewise released by the terms of the Indenture.

This Note shall not be entitled to any benefit under the Indenture or any Indenture Supplemental thereto, or become valid or obligatory for any purpose, until PNC Bank, National Association, formerly Pittsburgh National Bank, the Trustee under the Indenture, or a successor Trustee thereto under the Indenture, shall have signed the form of certificate imprinted hereon.

THIS NOTE IS BEING DELIVERED AND IS INTENDED TO BE PERFORMED IN THE STATE OF NEW YORK, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF SUCH STATE.

IN WITNESS WHEREOF, Buckeye Pipe Line Company, L.P., has caused this Note to be signed in its name by its General Partner.

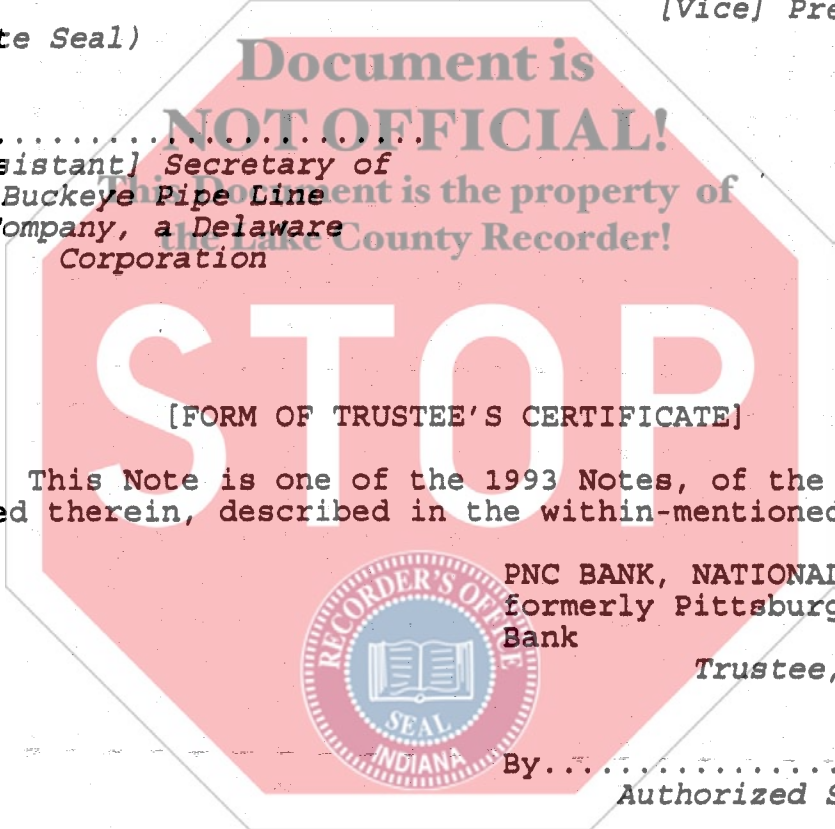
Dated BUCKEYE PIPE LINE COMPANY, L.P.

By Buckeye Pipe Line Company, a Delaware Corporation as General Partner

By..... [Vice] President

(Corporate Seal) Attest:

..... [Assistant] Secretary of Buckeye Pipe Line Company, a Delaware Corporation



This Note is one of the 1993 Notes, of the series designated therein, described in the within-mentioned Indenture.

PNC BANK, NATIONAL ASSOCIATION formerly Pittsburgh National Bank Trustee,

By..... Authorized Signatory

; and

WHEREAS, all the requirements of law and the Partnership Agreement have been fully complied with and all other acts and things necessary to make the 1993 Notes, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid and legally binding obligations of the Company, and to constitute the Indenture a valid, binding and legal instrument for the security of the Notes, have been done and performed;

2. Amendments to Article One of the Indenture.

(a) The definition of the term "Called Principal" set forth in Article One of the Indenture is hereby amended in its entirety to read as follows:

"Called Principal" shall mean, with respect to any 1986 Note or 1993 Note, the principal of such Note that is to be redeemed pursuant to § 2.12 hereof or § 2.13 hereof, respectively, or is declared to be immediately due and payable pursuant to Article Eight.

(b) The definition of the term "Discounted Value" set forth in Article One of the Indenture is hereby amended in its entirety to read as follows:

"Discounted Value" shall mean, with respect to the Called Principal of any 1986 Note or 1993 Note, the amount calculated by discounting all Remaining Scheduled Payments with respect to such Called Principal from their respective scheduled due dates to the Settlement Date with respect to such Called Principal, in accordance with accepted financial practice and at a discount factor (applied on a semiannual basis) equal to the Reinvestment Yield with respect to such Called Principal.

(c) Definitions of two new defined terms in the Indenture shall be inserted into Article One of the Indenture as follows:

"1993 Notes" shall have the meaning set forth in § 2.13.

"1993 Note Purchase Agreement" shall mean the Note Purchase and Private Shelf Agreement dated as of December 31, 1993 between the Company and each of the purchasers of the 1993 Notes.

(d) The definition of the term "Note Purchase Agreements" set forth in Article One of the Indenture is hereby amended in its entirety to read as follows:

"Note Purchase Agreements" shall mean, collectively (i) the several Note Purchase Agreements as of December 15, 1986 between the Company and each of the purchasers of the 1986 Notes named in the Schedule of Purchasers attached thereto, and (ii) the 1993 Note Purchase Agreement.

(e) The definition of the term "Reinvestment Yield" set forth in Article One of the Indenture is hereby amended in its entirety to read as follows:

"Reinvestment Yield" shall mean, with respect to the Called Principal of any 1986 Note, the yield to maturity implied by the Treasury Constant Maturity Series yields reported (for the latest day for which such yields shall have been so reported at the commencement of business on the Business Day next preceding the Settlement Date with respect to such Called Principal or, in the case of a redemption pursuant to § 2.12(b), the Business Day next preceding the date of the notice with respect to such Called Principal mailed to Holders of 1986 Notes pursuant to § 5.01) in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. Treasury securities having a constant maturity equal to the remaining weighted average life to final maturity (calculated in accordance with accepted financial practice) of such Called Principal as of such Settlement Date. Such implied yield shall be determined (a) by calculating the remaining weighted average life to final maturity of such Called Principal rounded to the nearest quarter-year and (b) if necessary, by interpolating linearly between Treasury Constant Maturity Series yields.

With respect to the Called Principal of any 1993 Note, "Reinvestment Yield" shall mean the yield to maturity implied by (i) the yields reported, as of 10:00 A.M. (New York City local time) on the Business Day next preceding the Settlement Date with respect to such Called Principal, on the display designated as "Page 678" on the Telerate Service (or such other display as may replace Page 678 on the Telerate Service) for actively traded U.S. Treasury securities having a maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date, or if such yields shall not be reported as of such time or the yields reported as of such time shall not be ascertainable, (ii) the Treasury Constant Maturity Series yields reported, for the latest day for which such yields shall have been so reported as of the Business Day next preceding the Settlement Date with respect to such Called Principal, in Federal Reserve Statistical Release H.15 (519) (or any comparable successor publication) for actively traded U.S. Treasury securities having a constant maturity equal to the Remaining Average Life of such Called Principal as of such Settlement Date. Such implied yield shall be determined, if necessary, by (a) converting U.S.

Treasury bill quotations to bond-equivalent yield in accordance with accepted financial practice and (b) interpolating linearly between yields reported for various maturities.

(f) A definition of a new defined term in the Indenture shall be inserted into Article One of the Indenture as follows:

"Remaining Average Life" shall mean, with respect to the Called Principal of any Note, the number of years (calculated to the nearest one-twelfth year) obtained by dividing (i) such Called Principal into (ii) the sum of the products obtained by multiplying (a) each Remaining Scheduled Payment of such Called Principal (but not of interest thereon) by (b) the number of years (calculated to the nearest one-twelfth year) which will elapse between the Settlement Date with respect to such Called Principal and the scheduled due date of such Remaining Scheduled Payment.

(g) The definition of the term "Settlement Date" set forth in Article One of the Indenture is hereby amended in its entirety to read as follows:

"Settlement Date" shall mean, with respect to the Called Principal of any Note, the date on which such Called Principal is to be redeemed pursuant to § 2.12 or § 2.13, as appropriate, or is declared to be immediately due and payable pursuant to Article Eight.

(h) The definition of the term "Yield-Maintenance Premium" set forth in Article One of the Indenture is hereby amended in its entirety to read as follows:

"Yield-Maintenance Premium" shall mean, with respect to any 1986 Note, Series K Note before December 15, 2001, Series L Note or Series M Note, a premium equal to the excess, if any, of the Discounted Value of the Called Principal of such Note over the sum of such Called Principal plus interest accrued thereon as of (including interest due on) the Settlement Date with respect to such Called Principal. With respect to any Series K Note on or after December 15, 2001, "Yield-Maintenance Premium" shall mean the amount determined in accordance with the following schedule with respect to each Series K Note so redeemed:

Date of Redemption	Yield Maintenance Premium Expressed as Percentage of the Principal Amount Redeemed
After December 14, 2001 and on or before December 14, 2002	7.11%
After December 14, 2002 and on or before December 14, 2003	5.93%
After December 14, 2003 and on or before December 14, 2004	4.74%
After December 14, 2004 and on or before December 14, 2005	3.56%
After December 14, 2005 and on or before December 14, 2006	2.37%
After December 14, 2006 and on or before December 14, 2007	1.19%
After December 14, 2007	0%

The Yield Maintenance Premium shall in no event be less than zero.

3. Amendment to Article Two of the Indenture.

Article Two of the Indenture is hereby amended by adding a new Section 2.13 to read as follows:

§ 2.13. The first three series of Additional Notes to be executed, authenticated and delivered under and secured by this Indenture shall be the Series K through M Notes, aggregating \$35,000,000 principal amount (collectively, the "1993 Notes"), each series designated as set forth in the following table:

<u>Designation</u>	<u>Referred to herein as</u>	<u>Maturity</u>	<u>Annual Interest Rate</u>	<u>Maximum Aggregate Principal Amount*</u>
First Mortgage Pipe Line Notes, Series K due 2007	Series K Notes	December 15, 2007	7.11%	\$11,000,000
First Mortgage Pipe Line Notes, Series L due 2008	Series L Notes	December 15, 2008	7.15%	\$11,000,000
First Mortgage Pipe Line Notes, Series M due 2009	Series M Notes	December 15, 2009	7.19%	\$13,000,000

*Except as expressly provided in § 2.04, § 2.07, and § 2.10 of the Indenture.

and the Notes of each such series shall be issuable in denominations of \$1,000 and any integral multiple thereof, shall be substantially in the form set forth in the recitals hereto, shall be executed, authenticated and delivered in accordance with, and subject to, all of the terms, conditions and covenants of this Indenture, and shall have the following further terms and provisions:

(a) Interest on the principal amount of each of the 1993 Notes from the date of original issue until due and payable, shall be paid, at the rate specified in the Note, semi-annually on June 15 and December 15 in each year and on any overdue payment of principal or (to the extent not prohibited by law) premium or interest thereon on the dates specified above or, at the option of the Noteholders, on demand at the greater of (i) 1% over the rate specified above or (ii) the rate of interest publicly announced by Morgan Guaranty Trust Company of New York, from time to time in New York City, as its prime rate, as shall be determined by the Trustee.

(b) Subject to the limitations set forth below, the Notes of each series of the 1993 Notes shall be subject to redemption, in whole at any time or from time to time in part (in \$100,000 increments and not less than \$5,000,000 per occurrence), at the option of the Company, upon notice given to the holders of the 1993 Notes to be redeemed in the manner provided in the Indenture, at a redemption price equal to 100% of the principal amount so redeemed plus all interest accrued and unpaid at the redemption date plus (to the extent not prohibited by law) the Yield-Maintenance Premium, if any, with respect to each Note so redeemed.

Notwithstanding the foregoing, no redemption of the Series K Notes may be made on or after December 15, 2001 pursuant to this paragraph 2.13(b).

(c) Subject to the limitations set forth below, the Series K Notes shall be subject to redemption subsequent to December 15, 2001, in whole or from time to time in part (in \$100,000 increments and not less than \$5,000,000 per occurrence), at the option of the Company, upon notice given to the holders of the Series K Notes to be redeemed in the manner provided in the Indenture, at a redemption price equal to 100% of the principal amount so redeemed plus all interest accrued and unpaid at the redemption date plus (to the extent not prohibited by law) the Yield Maintenance Premium determined in accordance with the following schedule with respect to each Series K Note so redeemed:

Date of Redemption	Yield Maintenance Premium Expressed as Percentage of the Principal Amount Redeemed
After December 14, 2001 and on or before December 14, 2002	7.11%
After December 14, 2002 and on or before December 14, 2003	5.93%
After December 14, 2003 and on or before December 14, 2004	4.74%
After December 14, 2004 and on or before December 14, 2005	3.56%
After December 14, 2005 and on or before December 14, 2006	2.37%
After December 14, 2006 and on or before December 14, 2007	1.19%
After December 14, 2007	0%

(d) The 1993 Notes are also subject to redemption in the circumstances set forth in § 7.01(c).

The principal amount of any series of Notes to be redeemed pursuant to the provisions of § 2.13(b) or 2.13(c) and the principal amount of any Notes to be redeemed pursuant to § 7.01(c) shall be pro-rated among the Holders of the Notes of said series in the proportion that their respective holdings bear to the aggregate principal amount of Notes of said series

Outstanding on the date of selection. The Trustee shall make such adjustments in the principal amount of the Notes of each Holder to be redeemed so that such amount shall, in every case, be \$1,000 or an integral multiple thereof.

4. Amendments to Article Five of the Indenture.
Section 5.01 of the Indenture is hereby amended by adding a new paragraph to such Section as its third paragraph to read as follows:

With respect to 1993 Notes, the Company's notice of redemption shall also specify whether the optional redemption is being made pursuant to §2.13(b) or §2.13(c) hereof. Once notice of redemption has been given as hereinabove provided, the principal amount of the 1993 Notes specified in such notice, together with (to the extent not prohibited by law) the Yield-Maintenance Premium (if any) with respect thereto shall become due and payable on the redemption date and, as to principal, applied to required payments thereon in the inverse order of their scheduled due dates.

5. This Third Supplement may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the Company has caused this Third Supplement to be executed on its behalf by its General Partner, by the President or one of the Vice President of the General Partner, and the corporate seal of the General Partner to be hereto affixed and said seal and this Indenture to be attested by the General Partner's Secretary or one of its Assistant Secretaries; and the Trustee has caused this Third Supplement to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by one of its Assistant Secretaries; and the Individual Trustee has affixed his hand and seal hereto; all as of the 31st day of December, one thousand nine hundred and ninety-three.

Witness

James H. Carroll
James H. Carroll

BUCKEYE PIPE LINE COMPANY, L.P.

By: BUCKEYE PIPE LINE COMPANY,
a Delaware corporation, as
general partner

Witness

C. Richard Wilson
C. Richard Wilson

By: Steven C. Ramsey
Name: Steven C. Ramsey
Title: Vice President

(Corporate Seal)

Attest:

Arthur Rosenblatt
Name: Arthur Rosenblatt
Title: Assistant Secretary

Witness

Sherry Locke
SHERRY LOCKE

Witness

Kathy DiPasquale
Kathy DiPasquale

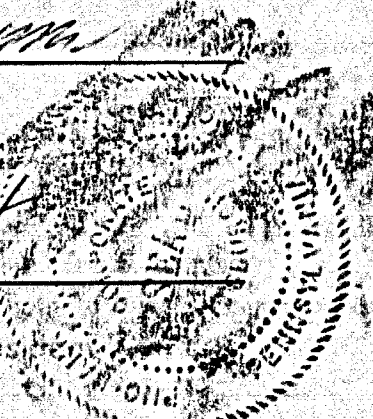
PNC BANK, NATIONAL ASSOCIATION,
formerly Pittsburgh National Bank,
as Trustee

By: F. J. Deramo
Name: F. J. Deramo
Title: Vice President

(Corporate Seal)

Attest:

Amy R. Howard
Name: Amy R. Howard
Title: Assistant Vice President



Witness

Sherry Locke

J.G. ROUTH, as Individual Trustee

By: [Signature]

Name: J.G. Routh
Title: Vice President

Witness

Kathy DiPasquale

I hereby certify that the correct address
of the Trustee is:
One Oliver Plaza
Pittsburgh, PA 15265

By: [Signature]
For Trustee

Document is
NOT OFFICIAL!
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the Lake County Recorder!

I hereby certify that the correct address
of the Individual Trustee is:
308 Depot Street
Jamestown, PA 16134

By: [Signature]
For Trustee



This instrument prepared by:
James H. Carroll, Esq.
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF LEHIGH)

On the 31st day of December, 1993, before me personally came Steven C. Ramsey, to me known, who, being by me duly sworn, did depose and say that he resides at No. 598 Bair Road, Berwyn, Pennsylvania 19312; that he is the Vice President of Buckeye Pipe Line Company, the corporation described in and which executed the foregoing instrument; which corporation is a general partner of Buckeye Pipe Line Company, L.P., the Delaware limited partnership described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

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the Lake County Recorder!

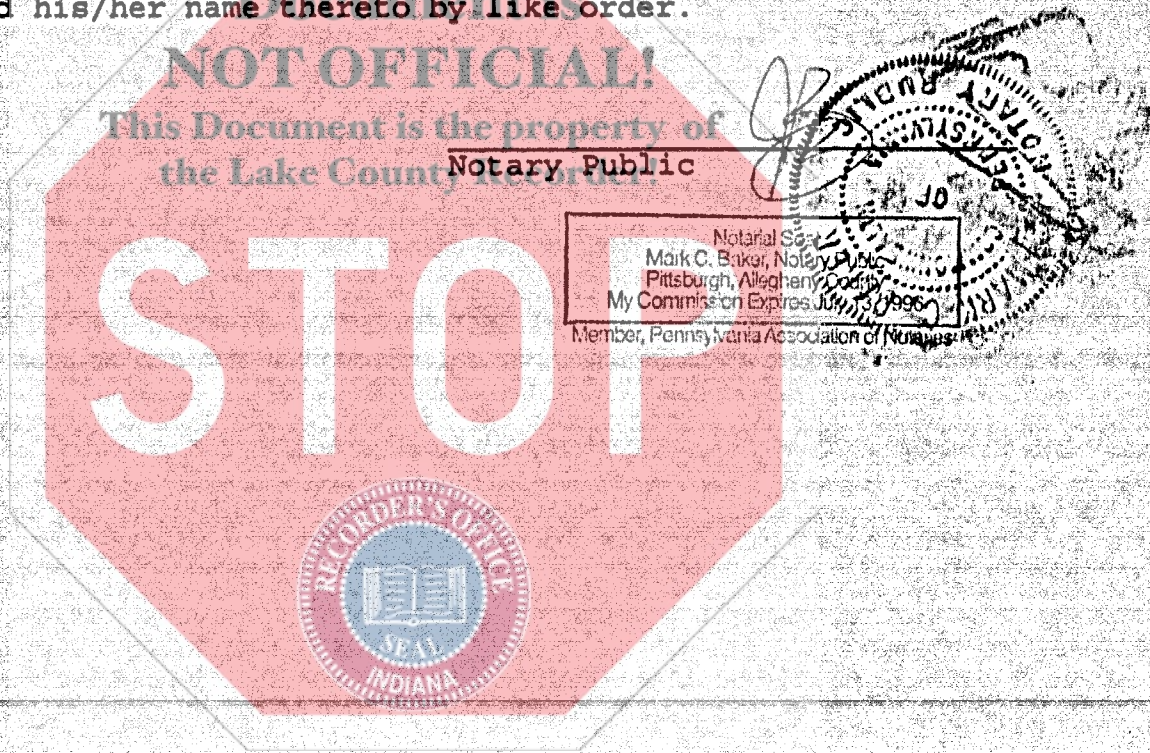
Ruth E. Snyder
Notary Public

NOTARIAL SEAL
RUTH E. SNYDER, Notary Public
Allentown, Lehigh County
My Commission Expires July 25, 1994



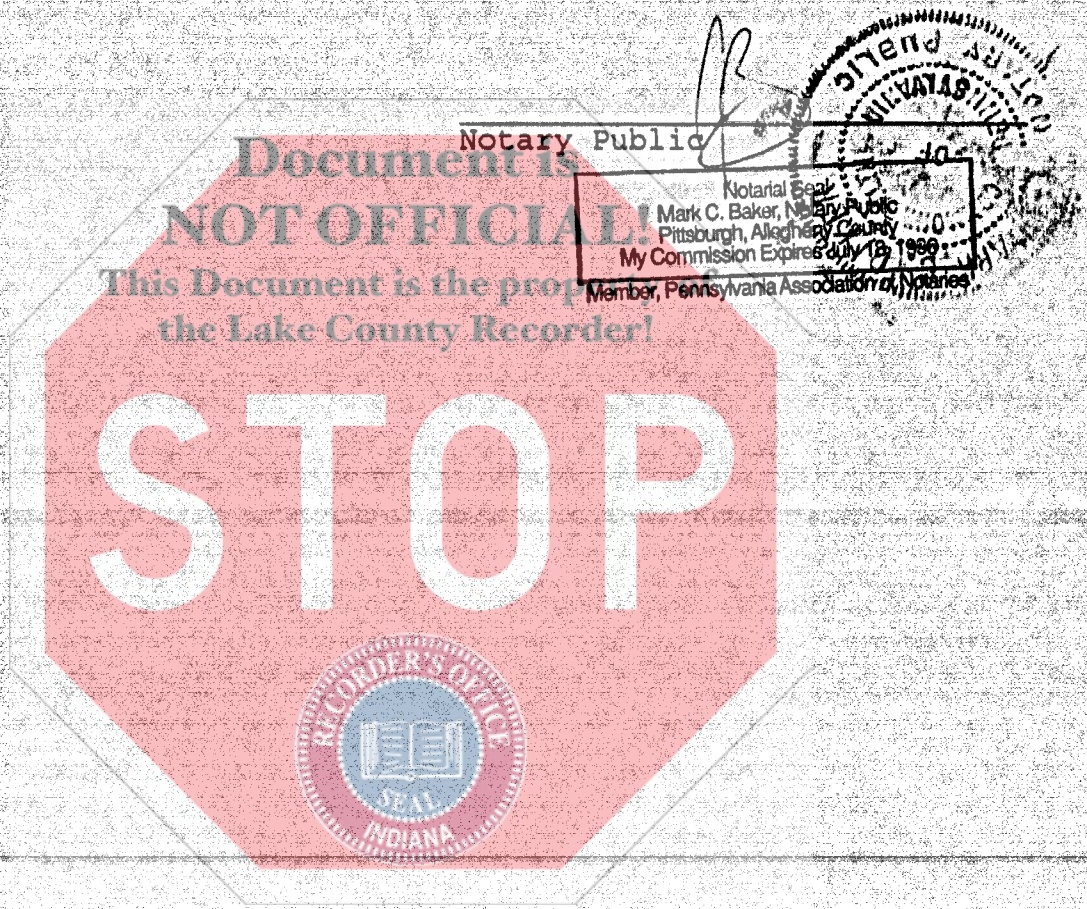
COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF ALLEGHENY)

On the 3rd day of January, 1994, before me personally came
F.J. Deramo, to me known, who, being
by me duly sworn, did depose and say that (s)he resides at
No. 217 Chestnut Road, Sewickley, PA, 15143;
that (s)he is the Vice President
of PNC Bank, National Association, the corporation described in
and which executed the foregoing instrument; that (s)he knows the
seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by
order of the Board of Directors of said corporation; and that
(s)he signed his/her name thereto by like order.



COMMONWEALTH OF PENNSYLVANIA)
) ss. :
COUNTY OF ALLEGHENY)

On the 3rd day of January, 1994, before me personally came J. G. Routh, to me known to be the individual, described in and who executed the foregoing instrument in the capacity therein stated, and acknowledged that he executed the same.



This instrument prepared by:
James H. Carroll, Esq.
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

SCHEDULE 1

The Indenture of Mortgage and Deed of Trust and Security Agreement, dated as of December 15, 1986, was recorded on January 8, 1987, in the land records in and for the County of Lake, State of Indiana, at Mortgage Book (Folio) 166, Page 895520.



***This instrument prepared by:
James H. Carroll, Esq.
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103***

Schedule 2SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE OF MORTGAGE AND DEED OF TRUST AND SECURITY AGREEMENT, dated as of December 1, 1987 (this "First Supplement"), made by and among BUCKEYE PIPE LINE COMPANY, L.P., a limited partnership duly organized and existing under the laws of the State of Delaware (the "Company"), and PITTSBURGH NATIONAL BANK, a national banking association duly organized and existing under the laws of the United States, having its principal office at One Oliver Plaza, Pittsburgh, Pennsylvania 15265 (the "Trustee"), and J. G. ROUTH, residing at 3331 Eastmont Street, Pittsburgh, Pennsylvania 15216 (the "Individual Trustee"), as Trustees (together, the "Trustees") under the Indenture of Mortgage and Deed of Trust and Security Agreement, dated as of December 15, 1986 (the "Indenture"), by and among the Company and each of the Trustees.

PRELIMINARY STATEMENT

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Company has entered into the Indenture with the Trustees. The Company and the Trustees are entering into this First Supplement in accordance with the provisions of Article Twelve of the Indenture. All acts and things

necessary to make this First Supplement a valid instrument have been done and performed. All covenants and agreements made by the Company herein are for the benefit and security of the Noteholders and the Trustees. The Company is entering into this First Supplement, and the Trustees are accepting the trusts created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Document is
ARTICLE ONE
NOT OFFICIAL!

Amendments to Indenture
This Document is the property of
the Lake County Recorder!

1.01. Amendment to Section 3.01. Section 3.01 of the Indenture is hereby amended by deleting the number "\$350,000,000" referred to therein and substituting in its place the number "\$335,000,000".

1.02. Amendment to Section 3.03. (a) Subsection 3.03(b) of the Indenture is hereby amended by deleting from the first line thereof the words "from Operations" and substituting in their place the words "for Debt Service".

(b) Subsection 3.03(f) of the Indenture is hereby amended by deleting the number "\$350,000,000" referred to therein and substituting in its place the number "\$335,000,000".

1.03. Amendment to Section 4.07. Clause (1) of subsection 4.07(b) of the Indenture is hereby amended by deleting the word "and" at the end thereof and substituting in its place the words "provided, however, that the period covered by the financial reports and statements for the fiscal year ending December 31, 1987 shall commence on December 23, 1986 and end on December 31, 1987; and".

1.04. Amendment to Section 4.12. Clause (b) of Section 4.12 of the Indenture is hereby amended by deleting the comma and words "cash and temporary investments" following the phrase "which may be secured by the Company's accounts receivable" and substituting in their place the words "and "Collateral", as defined in Section 1 of the Security Agreement, dated as of December 23, 1986, among Citibank, N.A., Chemical Bank and Citibank, as agent for such banks, to the extent of the security interest granted in such Collateral by such Section 1."

1.05. Clause (b) of Section 4.19 of the Indenture is hereby amended by deleting said clause in its entirety and substituting in lieu thereof the following:

"(b) certificates of deposit, bankers acceptances and time deposits, in each case due within one year from the date of purchase, of foreign or domestic commercial banks having a combined capital and surplus of not less than \$350,000,000 or its equivalent in foreign currency which (i)

are subsidiaries of commercial bank holding companies that issue commercial paper rated not less than P-1 by Moody's or not less than A-1 by S & P or (ii) which issue long term debt rated not less than Aa by Moody's or not less than AA by S & P and."

1.06. Amendment to Article Four. Article Four of the Indenture is hereby amended by adding the following Section 4.22 to the end thereof:

"4.22. The Company covenants that it will not, and will not permit any Subsidiary or Owned Entity to, enter into any transaction with an Affiliate of the Company except on an arm's length basis and on terms not materially different from those available in the marketplace generally."

1.07. Amendment to Section 7.04. The last sentence of Section 7.04 of the Indenture is hereby amended by deleting the words "should be invested in the manner provided in" immediately following the reference to "§7.04" and substituting in their place the words "shall be invested in the manner provided in the third sentence of".

1.08. Amendment to Section 8.01. Clause (ii) of Section 8.01 of the Indenture is hereby amended by adding to the penultimate line thereof, between the words "such" and "acceleration", the words "a payment default or other event causing or permitting".

This First Supplement is hereby made supplemental to and a part of the Indenture and except as expressly supplemented by this First Supplement, the Indenture is hereby ratified and confirmed in all respects.

The Trustees hereby accept the trusts in this First Supplement declared and provided upon the terms and conditions set forth in the Indenture.

This First Supplement may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Company has caused this First Supplement to be executed on its behalf by its General Partner, by the President or one of the Vice Presidents of the General Partner, and the corporate seal of the General Partner to be hereto affixed and said seal and this Indenture to be attested by the General Partner's Secretary or one of its Assistant Secretaries; and the Trustee has caused this First Supplement to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by one of its Assistant Secretaries; and the Individual Trustee has affixed his hand and seal hereto; all as of the 1st day

of December, one thousand nine hundred and eighty-seven.

Witness

Linda E. Conrad
LINDA E. CONRAD

BUCKEYE PIPE LINE COMPANY, L.P.

BY BUCKEYE PIPE LINE COMPANY,
a Delaware corporation, as
general partner

Witness

Robin L. Clark
ROBIN L. CLARK

By C. Richard Wilson
C. RICHARD WILSON
Executive Vice President

(CORPORATE SEAL)

Attest:

Albert R. Seal
ALBERT R. SEAL
Secretary

Witness

Peter G. Lyon
Peter G. Lyon

PITTSBURGH NATIONAL BANK,
as Trustee

Witness

Amy D. H.
Amy D. H.

By F.J. Derramo
F.J. DERRAMO
Vice President

(CORPORATE SEAL)

Attest:



R.W. Thomas
R.W. THOMAS
Trust Officer

Witness

J.G. Routh
J.G. ROUTH
as Individual Trustee

Witness

[Signature]

[Signature]

COMMONWEALTH OF PENNSYLVANIA)
: SS.:
COUNTY OF LEHIGH)

On this, the 7th day of April, 1988,
before me Holly A. Grazier, the undersigned officer, a
Notary Public in and for said state and county, personally
appeared C. RICHARD WILSON and ALBERT R. SEAL, known to me (or
satisfactorily proven) to be the Executive Vice President and
Secretary, respectively, of Buckeye Pipe Line Company, a Delaware
corporation, the sole general partner of Buckeye Pipe Line
Company, L.P., a Delaware limited partnership, the partnership
which executed the foregoing instrument, and they signed the
same, and acknowledged to me that they did so sign said
instrument in the name and on behalf of said corporation as such
officers, respectively, that the same is their free act and deed
as such officers, respectively, and the free and corporate act
and deed of said corporation acting as sole general partner for
an on behalf of Buckeye Pipe Line Company, L.P.; that they were
duly authorized thereunto by its board of directors; and that the
corporate seal affixed to said instrument is the corporate seal
of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

(SEAL)

Holly A. Grazier
Signature of Notarial officer

HOLLY A. GRAZIER, NOTARY PUBLIC
ALLENSTOWN, LEHIGH COUNTY
MY COMMISSION EXPIRES JULY 30, 1990
Member, Pennsylvania Association of Notaries

County of residence: Lehigh

COMMONWEALTH OF PENNSYLVANIA)
) SS.:
 COUNTY OF ALLEGHENY)

On this, the 6th day of May, 1988,
 before me Loretta R. Metz, the undersigned officer, a
 Notary Public in and for said state and county, personally
 appeared F. J. DERAMO and R. W. THOMAS, known to be (or
 satisfactorily proven) to be the Vice President and Trust
 Officer, respectively, of Pittsburgh National Bank, a national
 banking association organized and existing under the laws of the
 United States, the national banking association which executed
 the foregoing instrument, and they signed the same, and
 acknowledged to me that they did so sign said instrument in the
 name and on behalf of said national banking association as such
 officers, respectively; that the same is their free act and deed
 as such officers, respectively, and the free and corporate act
 and deed of said national banking association; that they were
 duly authorized thereunto by its board of directors; and that the
 corporate seal affixed to said instrument is the corporate seal
 of said national banking association.

IN WITNESS WHEREOF, I hereunto set my hand and official
 seal.

(SEAL)

Loretta R. Metz
 Signature of Notarial Officer

LORETTA R. METZ, NOTARY PUBLIC
 PITTSBURGH, ALLEGHENY COUNTY
 MY COMMISSION EXPIRES AUG. 25, 1991
 Member, Pennsylvania Association of Notaries

County of residence: Allegheny

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

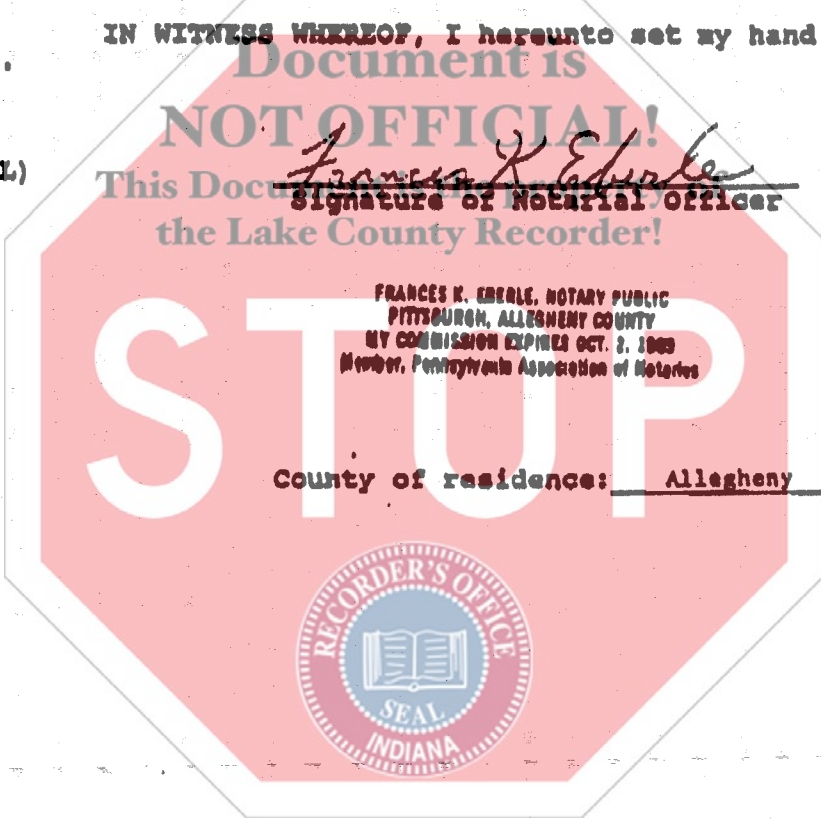
ss.:

On this, the 6th day of May, 1988,
before me Frances K. Eberle, the undersigned officer, a Notary
Public in and for said state and county, personally appeared J.
G. Routh, known to be (or satisfactorily proven) to be the person
whose name is subscribed to the within instrument, and he/she
signed the same and acknowledged to me that he/she did so sign
said instrument for the purposes therein contained, and that the
same was his/her free and voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official

seal.

(SEAL)



Supplemental Indenture

Second Supplemental Indenture of Mortgage and Deed of Trust and Security Agreement, dated as of November 30, 1992 (this "Second Supplement"), made by and among Buckeye Pipe Line Company, L.P., a Delaware limited partnership (the "Company"), and Pittsburgh National Bank, a national banking association, having its principal office at One Oliver Plaza, Pittsburgh, Pennsylvania 15265 (the "Trustee"), and J.G. Routh, residing at 3331 Eastmont Street, Pittsburgh, Pennsylvania 15216 (the "Individual Trustee"), as Trustees (together, the "Trustees") under the Indenture of Mortgage and Deed of Trust and Security Agreement, dated as of December 15, 1986 (the "Indenture"), by and among the Company and each of the Trustees, as amended by the First Supplemental Indenture, dated as of December 1, 1987.

Preliminary Statement

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

The Company has entered into the Indenture with the Trustees. The Company and the Trustees are entering into this Second Supplement in accordance with the provisions of Article Twelve of the Indenture. Pursuant to Section 13.08 of the Indenture, the Trustees have previously received the written consent of Holders of at least 66-2/3% of the aggregate principal amount of Notes now Outstanding in lieu of a vote of the Noteholders, and all other acts and things necessary to make this Second Supplement a valid instrument have been done and performed. All covenants and agreements made by the Company herein are for the benefit and security of the Noteholders and the Trustees. The Company is entering into this Second Supplement, and the Trustees are accepting this Second Supplement, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. **Amendment to Article One of the Indenture.** The definition of the term "Net Cash from Operations" set forth in Article One of the Indenture is hereby amended in its entirety to read as follows:

"Net Cash Available from Operations" shall mean, for any period, the net income of the Company for such period (excluding all interest of the Company recognized therein in the net income of Subsidiaries and Owned Entities and without giving effect to any taxes for which the partners of the Company and Buckeye Partners, L.P., a Delaware limited partnership, may be liable in respect thereof) plus the sum of (a) all amounts deducted in the computation of such net income in respect of the depreciation or amortization of assets; (b) all amounts deducted in the computation of

such net income in respect of interest on the Notes Outstanding from time to time during such period; (c) all cash distributions received by the Company from each Subsidiary and Owned Entity during such period or thereafter and at or prior to the date of determination that do not, in the aggregate, exceed the net cash available from the operations of such Subsidiary for such period or the portion thereof attributable to the Company's interest in such Owned Entity (determined in the manner in which Net Cash Available from Operations is determined, substituting "interest on any amounts owed in respect of any Debt of such Subsidiary or Owned Entity to the Company" for "interest on the Notes Outstanding from time to time" in clause (b) above); (d) the net decrease, if any, during such period in the amount of Debt of Subsidiaries to the Company; (e) for the period from December 23, 1986 to December 31, 1992, the net increase during such period, if any, in the amount of non-current liabilities as the result of the accrual of Accumulated Post-Retirement Benefit Obligations pursuant to FAS 106 ("APBO Liabilities"); (f) subsequent to December 31, 1992, the net increase during such period, if any, in the amount of APBO Liabilities; (g) for the period from December 23, 1986 to December 31, 1992, an amount equal to 85% of the net increase in the amount of non-current liabilities other than APBO Liabilities; (h) subsequent to December 31, 1992, an amount equal to 85% of the net increase during such period, if any, in the amount of non-current liabilities other than APBO Liabilities; and less the sum of (i) the net gain, if any, (but not the net loss) included in net income for such period in respect of all sales or other dispositions of capital assets; (j) all capital contributions made by the Company to each Subsidiary and Owned Entity during such period or thereafter and at or prior to the date of determination; (k) the net increase, if any, during such period in the amount of Debt of Subsidiaries to the Company; (l) subsequent to December 31, 1992, the net decrease during such period, if any, in the amount of APBO Liabilities; and (m) subsequent to December 31, 1992, an amount equal to 85% of the net decrease during such period, if any, in the amount of non-current liabilities other than APBO Liabilities. The loan of up to \$23 million of the proceeds of the 1986 Notes to BP Michigan, and the distribution of such proceeds to its partners immediately thereafter, shall not be credited or deducted under clauses (c) or (k) of the preceding sentence.

2. **Amendment to Article Three of the Indenture.** Article Three of the Indenture is hereby amended in Section 3.03(b)(1) to delete therein the words "Net Cash Available from Operations" and to substitute in their place the words "Net Cash Available for Debt Service".

3. This Second Supplement is hereby made supplemental to and part of the Indenture and except as expressly supplemented by this Second Supplement, the Indenture is hereby ratified and confirmed in all respects.

4. The Trustees hereby accept the trusts in this Second Supplement declared and provided upon the terms and conditions set forth in the Indenture.

5. This Second Supplement may be executed in several counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

In Witness Whereof, the Company has caused this Second Supplement to be executed on its behalf by its General Partner, by the President or one of the Vice Presidents of the General Partner, and the corporate seal of the General Partner to be hereto affixed and said seal and this Indenture to be attested by the General Partner's Secretary or one of its Assistant Secretaries; and the Trustee has caused this Second Supplement to be executed on its behalf by one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Indenture to be attested by one of its Assistant Secretaries; and the Individual Trustee has affixed his hand and seal hereto; all as of the 30th day of November, one thousand nine hundred and ninety-two.

Witness

Ruth E. Snyder
Ruth E. Snyder

BUCKEYE PIPE LINE COMPANY, L.P.

By: BUCKEYE PIPE LINE COMPANY,
a Delaware corporation, as
general partner

Witness

Karen Lynn Kroboth
KAREN LYNN KROBOTH

By: Steven C. Ramsey
Name: STEVEN C. RAMSEY
Title: VICE PRESIDENT & TREASURER

(Corporate Seal)

Attest:



Stephen C. Mutter
Name: Stephen C. Mutter
Title: General Counsel & V.P. Administration

Witness

Kathy M. Pasquale
Kathy M. Pasquale

F. J. Deramo
Name: F. J. Deramo
Title: Vice President

(Corporate Seal)

Attest:

Witness

R.A. Rame
R.A. RAME

R. E. Ernst
Name: R. E. Ernst
Title: Vice President

Witness

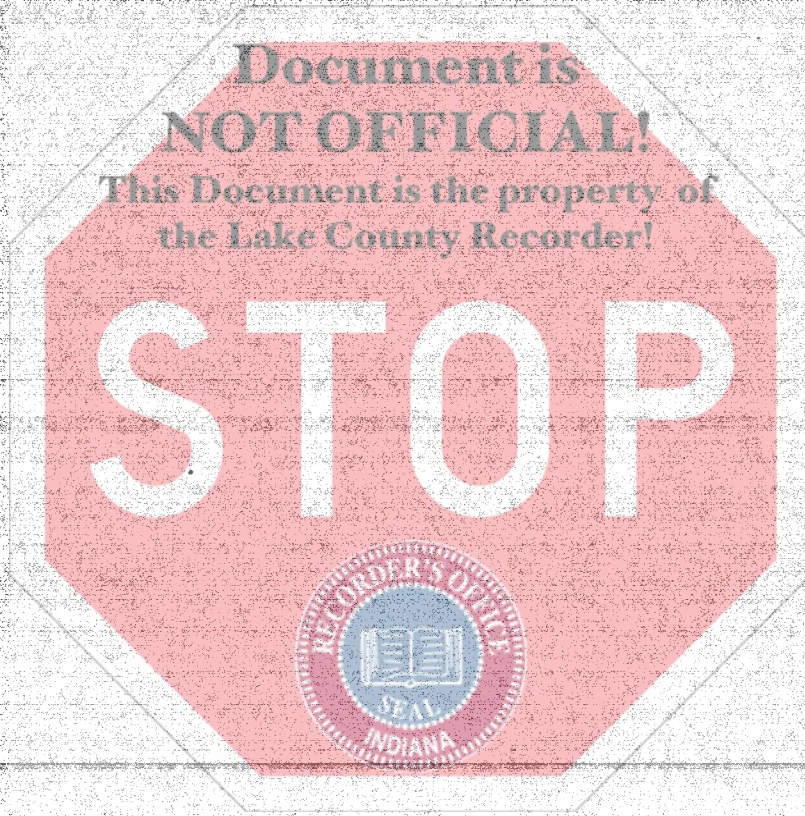
~~Sherry Locke~~
SHERRY LOCKE

J. G. ROUTH, as Individual Trustee

By: ~~J. G. Routh~~
Name:
Title:

Witness

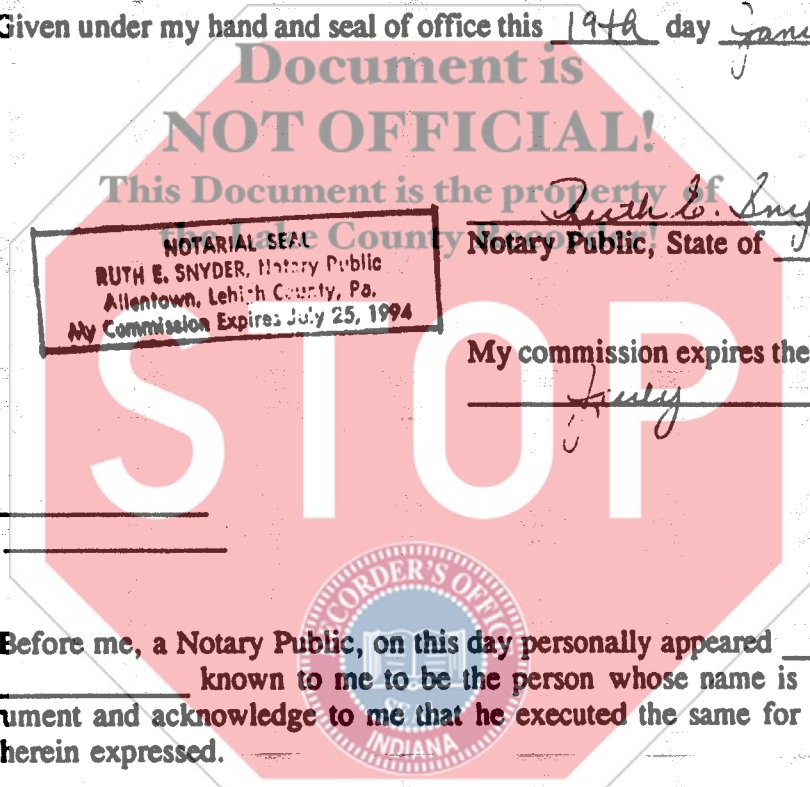
Amy R. Howcroft
Amy R. Howcroft



STATE OF PA
COUNTY OF LEHIGH

Before me, a Notary Public, on this day personally appeared Steven C. Ramsey
and Stephen C. Meeker known to me to be the persons whose names are subscribed to the
foregoing instrument and acknowledge to me that they executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this 19th day January, 1993.



Document is
NOT OFFICIAL!

NOTARIAL SEAL
RUTH E. SNYDER, Notary Public
Allentown, Lehigh County, Pa.
My Commission Expires July 25, 1994

Ruth E. Snyder
Notary Public, State of PA

My commission expires the 25th day of
July, 1994.

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, on this day personally appeared _____
known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledge to me that he executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this _____ day _____, 19__.

Notary Public, State of _____

My commission expires the _____ day of
_____, 19__.

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Before me, a Notary Public, on this day personally appeared F. J. DERAMO and R. E. ERNST known to me to be the persons whose names ^{they} subscribed to the foregoing instrument and acknowledge to me that ^{they} executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day March, 1993

Notarial Seal
Mark C. Baker, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 13, 1996
Member, Pennsylvania Association of Notaries


Notary Public, State of _____

My commission expires the _____ day of _____, 19____.

STATE OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Before me, a Notary Public, on this day personally appeared J. G. ROITH known to me to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 3rd day March, 1993

Notarial Seal
Mark C. Baker, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 13, 1996
Member, Pennsylvania Association of Notaries


Notary Public, State of _____

My commission expires the _____ day of _____, 19____.

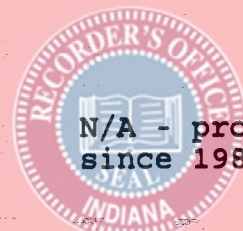
EXHIBIT A TO THIRD SUPPLEMENTAL INDENTURE

Recording Jurisdictions

<u>State or Commonwealth</u>	<u>County or Town</u>	<u>Recordation Date</u>	<u>Book/ Liber</u>	<u>Page</u>	
Connecticut	<u>Hartford</u>				
	E. Hartford				
	E. Windsor				
	S. Windsor				
	Enfield				
	Glastonbury				
	Hartford				
	Windsor				
	Rocky Hill				
	Wethersfield				
	<u>Middlesex</u>				
	Cromwell				
	Durham				
	Portland				
	Middlefield				
	Middletown				
	<u>New Haven</u>				
	New Haven				
	Wallingford				
	E. Haven				
N. Haven					
Illinois	Crawford				
	Lawrence				
Indiana	Adams				
	Boone				
	Clay				
	Delaware				
	Fulton				
	Grant				
	Hamilton				
	Hendricks				
	Huntington				
	Jay				
	Lake				
	Laporte				
	Madison				
	Marion				

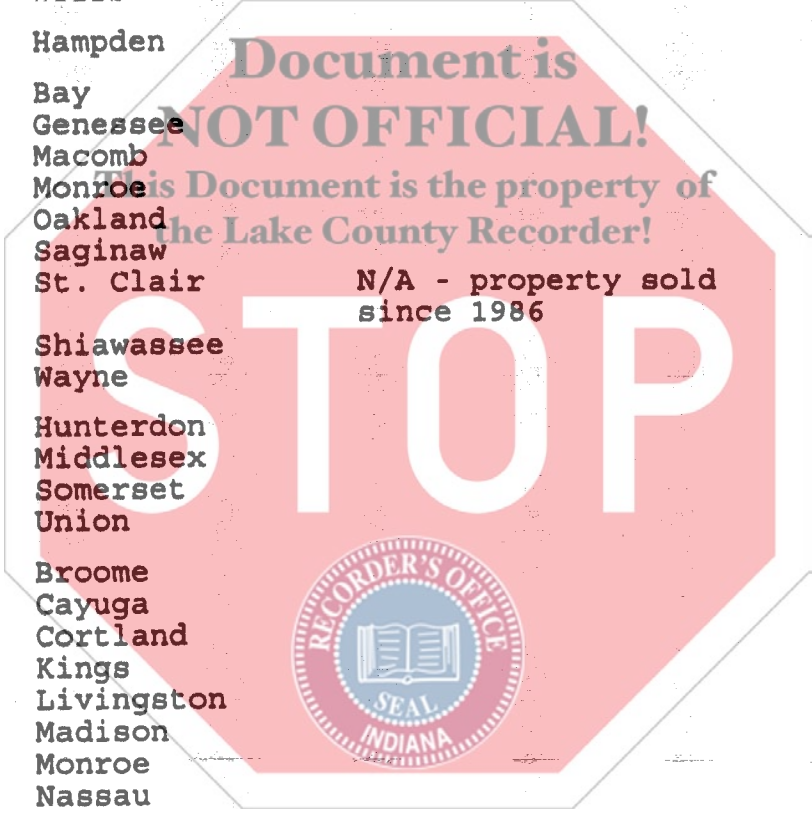
Document is
NOT OFFICIAL!
Document is the property of
the Lake County Recorder!

STOP

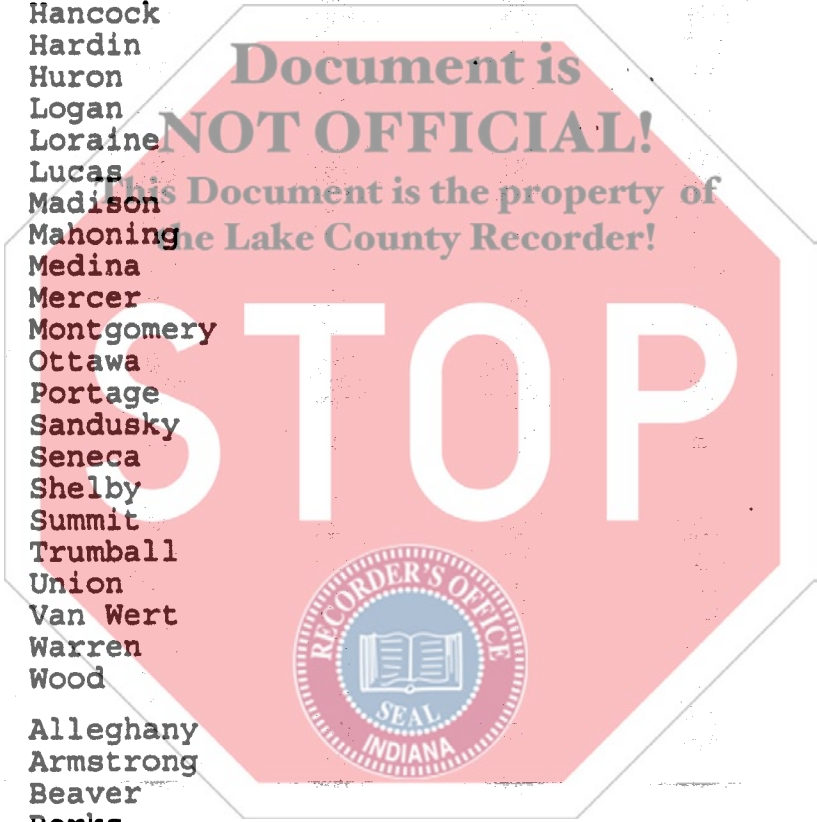


N/A - property sold
since 1986

<u>State or Commonwealth</u>	<u>County or Town</u>	<u>Recordation Date</u>	<u>Book/ Liber</u>	<u>Page</u>
Indiana	Miami			
	Porter			
	Pulaski			
	Putnam			
	Starke			
	Sullivan			
	Tipton			
	Vigo			
	Wabash			
	Wells			
Massachusetts	Hampden			
Michigan	Bay			
	Genessee			
	Macomb			
	Monroe			
	Oakland			
	Saginaw			
	St. Clair	N/A - property sold since 1986		
	Shiawassee			
	Wayne			
	New Jersey	Hunterdon		
Middlesex				
Somerset				
Union				
New York	Broome			
	Cayuga			
	Cortland			
	Kings			
	Livingston			
	Madison			
	Monroe			
	Nassau			
	Oneida			
	Onondaga			
	Ontario			
	Oswego			
	Queens			
	Richmond			
Seneca				
Tioga				
Tompkins				



<u>State or Commonwealth</u>	<u>County or Town</u>	<u>Recordation Date</u>	<u>Book/ Liber</u>	<u>Page</u>
Ohio	Allen			
	Auglaize			
	Champaign			
	Clark			
	Columbiana			
	Cuyahoga			
	Franklin			
	Geauga			
	Greene			
	Hancock			
	Hardin			
	Huron			
	Logan			
	Loraine			
	Lucas			
	Madison			
	Mahoning			
	Medina			
	Mercer			
	Montgomery			
	Ottawa			
	Portage			
	Sandusky			
	Seneca			
	Shelby			
	Summit			
	Trumbull			
Union				
Van Wert				
Warren				
Wood				
Pennsylvania	Alleghany			
	Armstrong			
	Beaver			
	Berks			
	Blair			
	Bucks			
	Butler			
	Cambria			
	Carbon			
	Cumberland			



<u>State or Commonwealth</u>	<u>County or Town</u>	<u>Recordation Date</u>	<u>Book/Liber</u>	<u>Page</u>
Pennsylvania	Dauphin			
	Huntingdon			
	Indiana			
	Juniata			
	Lackawanna			
	Lebanon			
	Lehigh			
	Luzerne			
	Northampton			
	Perry			
	Susquehanna			
	Wyoming			
	Washington	Pierce		

