

\$67,500,000 MEMBER LOAN AGREEMENT

DATED

as of August 1, 2017

between

ARCO MIDCON LLC

as Lender and

OLYMPIC PIPE LINE COMPANY LLC

as Borrower

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THIS \$67,500,000 MEMBER LOAN AGREEMENT (the “Agreement”) is dated and is effective as of August 1, 2017.

BETWEEN:

- (1) ARCO MIDCON LLC, a limited liability company formed under the laws of the State of Delaware, United States of America (“ARCO”);
- (2) OLYMPIC PIPE LINE COMPANY LLC, a company formed under the laws of the State of Delaware, United States of America (“Borrower”);

ARCO is also sometimes referred to herein as “Lender”.

WITNESSETH:

WHEREAS, ARCO and Enbridge Holdings (Olympic) L.L.C. (“Enbridge”) advanced the original principal sum of \$60 million to the Borrower pursuant to the following agreements: (i) the Shareholder Loan Agreement dated May 1, 2006 (the “2006 Agreement”); (ii) the Amended and Restated Shareholders Loan Agreement dated as of August 4, 2010 (the “First Restated Agreement”); the Second Amended and Restated Shareholders Agreement dated as of December 29, 2010 (the “Second Restated Agreement”); and (iv) the First Amendment to the Second Amended and Restated Shareholders Agreement dated as of December 15, 2015 and effective as of December 30, 2015 (the “2015 Amendment” and collectively with the Second Restated Agreement the “Shareholders Agreement”); and

WHEREAS, ARCO and Enbridge executed a Stock Purchase Agreement dated as of July 31, 2017 pursuant to which Enbridge sold and ARCO purchased all of the shares of Olympic owned by Enbridge such that ARCO owned one hundred percent (100%) of the issued and outstanding stock of Olympic prior to the conversion of Olympic to a Delaware limited liability company; and

WHEREAS, ARCO and Enbridge executed an Assignment and Assumption Agreement dated as of July 31, 2017 pursuant to which Enbridge assigned to ARCO and ARCO assumed all obligations, liabilities and rights of Enbridge under the Shareholders Agreement; and

WHEREAS, as of the date hereof, Olympic has converted from a Delaware corporation to a Delaware limited liability company and ARCO is the sole member of Olympic; and

WHEREAS, the parties hereto now wish to amend and restate the Shareholders Agreement to reflect (i) the change to a Member Loan Agreement; (ii) extension of the maturity date; (iii) change in the interest rate and (iv) provide for such other terms and conditions set forth below.

NOW, THEREFORE, in consideration of the provision and mutual covenants and agreements herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement:

“Advance” means the US\$67,500,000 outstanding principal amount.

“Business Day” means a day (other than a Saturday or Sunday) on which banks are open for business in New York City.

“Default” means any event specified as such in Clause 9.1.

“Dollars” and “\$” means the lawful currency for the time being of the United States of America.

“Facility” means the Dollar loan facility granted to the Borrower under the 2006 Agreement and assumed by ARCO.

“Final Repayment Date” means December 31, 2025.

“Indebtedness” means, with respect to any person, any amount payable (whether present or future, actual or contingent, secured or unsecured, as principal, surety or otherwise) by such person pursuant to an agreement or instrument involving or evidencing money borrowed or received, the advance of credit, a conditional sale or a transfer with recourse or with an obligation to repurchase.

“Interest Payment Date” means June 30 and December 31 of each year, subject to Clauses 4.1.2 and 4.1.3.

“Interest Period” means each six month period beginning on an Interest Payment Date and ending on the next following Interest Payment Date, subject to Clauses 4.1.2 and 4.1.3.

“Interest Rate” shall be 3.75% per annum.

“Lenders” shall mean ARCO and any Permitted Transferee.

“Loan” means, at any time, the aggregate of all Advances outstanding at that time.

“Party” means a party to this Agreement.

“Permitted Transferee” shall have the meaning set forth in Clause 13.2.

“Proceedings” means any legal action or proceedings (including any enforcement, restructuring, work-out or other similar proceeding) arising out of or in connection with this Agreement.

“Pro Rata Loan Share” means, with respect to each Lender, the ratio of the (x) principal amount of outstanding Loans made by such Lender to (y) the total amount of outstanding Loans, expressed as a percentage.

“Member Agreement” shall have the meaning set forth in Clause 13.2.

“Taxes” shall have the meaning set forth in Clause 6.6.

1.2 Headings

The headings in this Agreement are for convenience only and shall be ignored in construing this Agreement.

1.3 Interpretation

In this Agreement (unless otherwise provided):

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to this Agreement or any other document shall be construed as references to this Agreement or that other document, as amended, varied, novated or supplemented;
- (c) references to “clauses” shall be construed as references to clauses of this Agreement;
- (d) references to “assets” shall include revenues and the right to revenues and property and rights of every kind, present, future and contingent and whether tangible or intangible (including uncalled share capital);
- (e) the words “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any foregoing words;
- (f) the words “other” and “otherwise” shall not be construed as being restricted to the same genus with any foregoing words where a wider construction is possible;
- (g) references to a “person” shall be construed so as to include that person’s assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency of a state; and
- (h) references to time are to New York City time.

2. FACILITY

2.1 Loan Amounts

The amount of the Loan outstanding on the date hereof attributable to the Lender is as follows:

ARCO	\$67,500,000
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2.2 No monitoring

The Lenders shall not be obliged to investigate or monitor the use or application of the proceeds of the Loan.

3. DRAWDOWN

3.1 Conditions to the Advance

The parties hereto acknowledge and agree that all conditions required to satisfy any Loan were satisfied and that the Facility has been fully drawn down as of the date hereof.

3.2 Advances

The Lenders and the Borrower acknowledge and agree that the Facility has been fully drawn down and as a consequence thereof the Lenders have no further obligation to make any Loan to the Borrower under the Existing Agreement or this Agreement.

4. INTEREST

4.1 Interest rate

4.1.1 Interest shall accrue from and including the final day of each Interest Period to (but excluding) the next Interest Payment Date at a rate of interest equal to the Interest Rate.

4.1.2 If an Interest Payment Date would otherwise fall on a day which is not a Business Day, that Interest Payment Date shall instead occur on the next Business Day, without any adjustment to the interest calculation.

4.1.3 If an Interest Payment Date would otherwise extend beyond the Final Repayment Date, it shall be amended so that it falls on the Final Repayment Date.

4.2 Default interest

4.2.1 If the Borrower fails to pay any amount payable under this Agreement on the due date, it shall pay default interest on the overdue amount from the due date to the date of actual payment calculated at the Interest Rate plus 200 basis points. If the aforesaid rate is contrary to the maximum rate allowed by law, then the default interest rate shall be the maximum rate permitted by such applicable law. Any unpaid default interest shall be compounded at the end of each successive Interest Period.

4.3 Payment of interest

4.3.1 Interest due from the Borrower under this Agreement shall:

- (a) accrue from day to day for any Interest Period;
- (b) except as otherwise provided in this Agreement, be paid by the Borrower to the Lenders in arrears on each Interest Payment Date and in proportion to each Lenders ownership percentage in Borrower;
- (c) be calculated on the basis of the actual number of days elapsed and a 360 day year; and
- (d) be payable both before and after judgment.

4.4 Lender's Determination

The determination by each Lender of any interest payable under this Clause 4 shall be conclusive and binding on the Borrower in the absence of manifest error.

5. REPAYMENT AND PREPAYMENT

5.1 Repayment

Subject to Clause 5.2, the Borrower shall repay the Loan in full together with all accrued interest on the Final Repayment Date. All payments shall be made to each Lender in proportion to their respective Pro Rata Loan Share.

5.2 Prepayment

The Borrower may, on giving not less than 3 Business Days' notice to each Lender, prepay the Loan, in whole or in part, before the Final Repayment Date with the prior written consent of each Lender (such consent not to be unreasonably withheld); provided that any prepayment of the Loan shall be made to each Lender in proportion to their respective Pro Rata Loan Share. Upon any such prepayment, the Borrower shall prepay the principal amount (or portion thereof) of the Loan to be prepaid, together with accrued interest on the amount prepaid, together with any other amounts due and payable under this Agreement. Any such notice of prepayment shall be irrevocable and shall specify the date of prepayment.

6. PAYMENTS

6.1 Place and time

6.1.1 All payments under this Agreement shall be made on the due date no later than 2:00 pm (New York City time) in freely transferable and readily available funds.

6.1.2 Each payment to the Borrower shall be made to

Olympic Pipe Line Company LLC
Citibank Delaware
ABA: 031100209
Acct number: 38682377

Olympic Pipe Line Company LLC
ACH Format: CTX
Swift: CITIUS33

6.1.3 Each payment to any Lender shall be made to

ARCO Midcon LLC (c/o BP International Ltd.)
Citibank Delaware
ABA: 021000089
Acct number: 40550445
Account Name: BP International Ltd.
Swift: CITIUS33
Further Credit Details: FFC IFA BPPL - BP Pipelines (North America)

or as from time to time notified by ARCO to the Borrower in writing.

6.1.4 The Borrower or any Lender may change its receiving account by not less than 5 Business Days' notice to the other.

6.2 Business Days

If a payment under this Agreement is due on a day which is not a Business Day, the due date for that payment shall instead be the next Business Day.

6.3 Currency

All payments under this Agreement relating to costs, losses, expenses or Taxes shall be made in Dollars.

6.4 Accounts as evidence

Each Lender shall maintain an account which shall, as between the Borrower and such Lender, be prima facie evidence of the amounts from time to time advanced by, owing to, and paid to such Lender under this Agreement.

6.5 Set-off and counterclaim

All payments by the Borrower under this Agreement shall be made without set-off or counterclaim.

6.6 Grossing-up

6.6.1 All sums payable by the Borrower hereunder, whether of principal, interest or other moneys, shall be paid in full without any deduction or withholding for or on account of any present or future income, excise, stamp and other taxes, fees, duties or withholdings or other charges of any nature whatsoever imposed by any taxing authority ("Taxes") unless such deduction or withholding is compelled by law in which event the Borrower shall:

- (a) ensure or procure that the deduction or withholding is made and that it does not exceed the minimum legal requirement therefore; and
- (b) pay, or procure the payment of, the full amount deducted or withheld to the relevant taxation or other authority in accordance with the applicable law.

6.6.2 The Borrower will deliver tax receipts to the Lenders within 30 days after any payment to a Lender in respect of which any Taxes have been deducted or withheld and will further provide all other documents and information reasonably necessary or appropriate to permit a Lender to substantiate its claim for recovery of any such Taxes deducted or withheld.

6.6.3 The Lenders and the Borrower shall use all reasonable endeavours in good faith to agree ways in which the prejudicial effects of a law compelling the deduction or withholding of Taxes hereunder vis-à-vis the provisions of this Clause 6, may be avoided or mitigated in a lawful and reasonably practicable manner.

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations

The Borrower, hereby represents and warrants to each Lender that:

- (a) The Borrower is a duly formed and validly existing limited liability company under the laws of the State Delaware, in the United States of America;
- (b) this Agreement will upon due execution be a legal, valid and binding obligation of the Borrower, enforceable in accordance with the terms thereof;
- (c) it has the power to enter into, to comply with, and be bound by all obligations expressed on the part of the Borrower and to borrow hereunder and has taken all necessary actions to authorize the execution and delivery of, and the performance or all of its obligations under, this Agreement;
- (d) the execution, delivery and performance of this Agreement will not violate any provisions of any existing law or regulation or statute applicable to the Borrower or of any mortgage, contract or other undertaking to which the Borrower is a party or which is binding upon it;
- (e) all relevant consents or authorizations of any governmental authority or agency required by the Borrower in connection with the execution, validity or enforceability of this Agreement have been obtained and are subsisting;
- (f) no Default applicable to the Borrower has occurred and is continuing;
- (g) the respective payment obligations of the Borrower hereunder constitute unsecured and unsubordinated obligations of the Borrower ranking (subject to

such exceptions as from time to time exist under applicable law) pari passu with all other unsecured and unsubordinated obligations of the Borrower; and

- (h) save for legal proceedings (if any) disclosed in the 2009 Accounts of the Borrower, the Borrower is not involved in any legal or arbitration proceedings which are likely to have or have had during the twelve (12) months immediately preceding the date of this Agreement, a significant effect on the financial position of the Borrower and its subsidiaries (taken as a whole), nor is the Borrower aware of any such proceedings pending or threatened.

7.2. Repetition

The representations and warranties in Clause 7.1 shall survive the execution of this Agreement and shall be deemed to be repeated by the Borrower on each Interest Payment Date as if made with reference to the facts and circumstances existing at that time.

8. UNDERTAKINGS

8.1 Undertakings of the Borrower

The Borrower undertakes that until all amounts payable to the Lenders under this Agreement have been paid in full, it shall, unless all Lenders otherwise agree:

- (a) obtain and promptly renew from time to time all authorizations, approvals, consents, licenses and exemptions as may be required under any applicable law or regulation to enable the Borrower to perform its obligations under this Agreement or required on its part for the validity or enforceability of this Agreement;
- (b) promptly notify all Lenders in writing of any Default or event which a Lender would be entitled to declare a Default in relation to the Borrower upon the expiry of the grace or analogous periods set out in Clause 9;
- (c) immediately upon becoming aware of the same give to all Lenders notice in writing of all legal or arbitration proceedings of the kind referred to in the first sentence of Clause 7.1(h); and
- (d) comply with the requirements of all applicable laws or regulations and all relevant consents of any governmental authority or agency in connection with the Agreement.

9. DEFAULT

9.1 Default

Each of the following shall be a Default:

- (a) Failure by the Borrower in the payment of principal, interest or other moneys due for payment under this Agreement for more than 10 days after the due date therefor; or
- (b) the Borrower committing any other material breach of or omitting to observe in any material respect any other of the obligations imposed on it by any of the provisions of this Agreement and such breach or omission continuing for more than 30 days after the date of receipt by the Borrower of written notice from any Lender requiring such breach or omission to be remedied; or
- (c) any material representation or warranty made or deemed to be made by the Borrower in or pursuant to this Agreement or in any certificate, instrument or statement by the Borrower contemplated hereby or made or delivered pursuant hereto being untrue or incorrect as of the date at which made in any material respect; or
- (d) The Borrower fails to pay when due any Indebtedness in an aggregate amount in excess of \$5,000,000 when and as the same shall become due and payable (which expression includes any applicable grace period provided for in the original agreement relating thereto), or any event or condition shall occur which results in the acceleration of the maturity of any Indebtedness of an aggregate amount in excess of \$5,000,000; or
- (e) The Borrower becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, debts as they become due; or
- (f) a bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy, reorganization or insolvency law is commenced against Borrower, and, if any such case or proceeding is not commenced by Borrower, such case or proceeding is consented to or acquiesced in by Borrower or results in the entry of an order for relief which remains for 30 days undismissed; or
- (g) an administrative or other receiver or administrator being appointed or an encumbrancer taking possession of all or a major part of the undertaking, property or assets of the Borrower and not being paid out or discharged within 60 days after such appointment or taking possession; or
- (h) the Borrower ceasing to carry on the whole or substantially the whole of its business (except for the purpose of a reconstruction or amalgamation) or the Borrower stopping payment generally or admitting inability to pay generally its debts as they fall due.

9.2 Acceleration

If a Default occurs and remains unremedied any Lender may by notice to the Borrower require the Borrower immediately to repay an Advances together with accrued interest and all other sums payable under this Agreement, whereupon they shall become

immediately due and payable. Upon the service or any such notice by a Lender the obligations of all Lenders under this Agreement shall be terminated.

9.3 Expenses

The Borrower shall on demand pay all expenses incurred by any Lender in enforcing, perfecting, protecting or preserving (or attempting so to do) any of their rights, or in suing for or recovering any sum due from the Borrower under this Agreement.

9.4 Documentary Taxes indemnity

9.4.1 All stamp, documentary, registration, or other like duties or Taxes, including any penalties, additions, fines, surcharges or interest relating to those duties and Taxes, which are imposed or chargeable on or in connection with this Agreement shall be paid by the Borrower. A Lender shall be entitled but not obliged to pay any such duties or Taxes (whether or not they are its primary responsibility). If a Lender does so the Borrower shall on demand indemnify such Lender against those duties and Taxes and against any costs and expenses incurred by such Lender in discharging them.

9.5 Indemnity payments

Where in this Agreement the Borrower has an obligation to indemnify or reimburse a Lender in respect of any loss or payment, the calculation of the amount payable by way of indemnity or reimbursement shall take account of the likely Tax treatment in the hands of such Lender, as the case may be (as determined by the relevant party's auditors) of the amount payable by way of indemnity or reimbursement and of the loss or payment in respect of which that amount is payable.

10. AMENDMENTS AND WAIVERS

10.1 Amendments

10.1.1 Any term of this Agreement may be amended or waived with the written agreement of the Borrower and all the Lenders.

10.2 No implied waivers; remedies cumulative

The rights of the Lenders under this Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically.

Delay in exercising or non-exercise of any such right is not a waiver of that right.

11. MISCELLANEOUS

11.1 Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not effect:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.

11.2 Counterparts

This Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

11.3 Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes any and all other prior representations, statements and understandings between the parties, whether oral or in writing and whether express or implied, relating to the subject matter of this Agreement (including the Existing Agreement).

12. NOTICES

12.1 Method

Each notice or other communication to be given under this Agreement shall be given in writing in English and, unless otherwise provided, shall be made by telex, fax or letter.

12.2 Delivery

Any notice or other communication to be given by one Party to another under this Agreement shall (unless one Party has by 15 days' notice to the other Party specified another address) be given to that other Party at the respective addresses given in Clause 12.3.

12.3 Addresses

The addresses and fax numbers of the Borrower and the Lenders are:

(a) The Lenders:

ARCO Midcon LLC
501 Westlake Park Blvd.
Houston, TX 77079
Attention: John Chandler

(b) The Borrower:

Olympic Pipe Line Company LLC
c/o BP Pipelines (North America) Inc., its operator
Attn: Managing Attorney
4101 Winfield Road
Warrenville, IL 60555

12.4 Deemed receipt

Any notice or other communication given by a Party shall be deemed to have been received:

- (a) if sent by telex with the relevant answerback appearing at the beginning and end of the telex, on the day on which transmitted;
- (b) if sent by fax, with a confirmed receipt of transmission from the receiving machine, on the day on which transmitted;
- (c) in the case of a written notice given by hand, on the day of actual delivery; and
- (d) if posted, on the second Business Day or, in the case of airmail, the fifth Business Day following the day on which it was dispatched by first class mail postage prepaid or, as the case may be, airmail postage prepaid;

provided that a notice given in accordance with the above but received on a day which is not a Business Day or after normal business hours in the place of receipt shall only be deemed to have been received on the next Business Day.

13. ASSIGNMENTS AND TRANSFERS

13.1 Benefit of Agreement

This Agreement shall be binding upon and enure to the benefit of each Party and any Permitted Transferee.

13.2 Assignments and transfers

13.2.1 The Borrower shall not be entitled to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of each Lender.

13.2.2 Notwithstanding any provisions to the contrary in Section 3 of that certain Amended and Restated Olympic Pipe Line Company Shareholders Agreement dated as of August 4, 2010 among Borrower and Lenders (the "Shareholders Agreement"), no Lender shall dispose any of its shares of common stock of Borrower unless such disposition is contingent upon the transferee of such shares also assuming an interest in this Agreement (including the Advances and payments by Borrower under this Agreement) proportionate to the ownership interest in Borrower being offered for sale pursuant to Section 3 of the

Shareholders Agreement. Any transferee of common stock of Borrower (“Permitted Transferee”) shall promptly execute and deliver to Borrower and each Lender a written instrument by which such Permitted Transferee expressly assumes the obligations and rights of a Lender under this Agreement and the Lender transferring an interest in this Agreement to the Permitted Transferee shall thereafter be released from all obligations to, and right to receive payment from, Borrower hereunder in proportion to the interest in this Agreement so transferred.

14. LAW AND JURISDICTION.

14.1 This Agreement shall in all respects be governed by and construed in accordance with the internal laws of the State of New York (excluding the application of any conflict of laws). The parties to this Agreement hereby agree that the state and federal courts in New York City, New York are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and the Borrower and each Lender irrevocably submits to the jurisdiction of such courts.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS whereof this Agreement has been executed by the duly authorized representatives of the parties hereto on the date set out above.

ARCO MIDCON LLC

By: _____
Name:
Title:

OLYMPIC PIPE LINE COMPANY LLC

By: _____
Name:
Title: