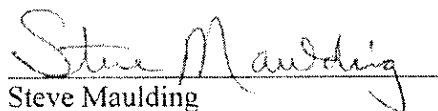


VERIFICATION

I, Steve Maulding, am an officer of Olympic Pipe Line Company ("Olympic"), and am authorized to make this Verification on its behalf. Filed herewith is a true and correct copy of the Amendment Extending Lease Storage Agreement ("Amendment"), executed by Olympic and BP West Coast Products LLC as of February 7, 2011. The Amendment is to become effective upon submission of Olympic's Notice of Affiliate Transaction, which I understand is being filed with the WUTC today.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on February 16, 2011, at Renton, Washington.


Steve Maulding

AMENDMENT EXTENDING LEASE STORAGE AGREEMENT

THIS AMENDMENT is entered into by and between Olympic Pipe Line Company ("Olympic" or "Lessor") and BP West Coast Products LLC ("BPWCP" or "Lessee") as of February 7, 2011 ("Amendment").

WHEREAS Olympic and BPWCP are parties to that certain Lease Storage Agreement dated as of August 11, 2008 and approved by the Washington Utilities and Transportation Commission by Order dated December 4, 2008 (Lease Storage Agreement");

WHEREAS the Lease Storage Agreement involves the leasing of certain storage at Olympic's facilities located in Mount Vernon, Washington (the "Lease Storage Facilities" or "Bayview");

WHEREAS, pursuant to Section A of the Lease Storage Agreement, the initial five-year term of the Agreement was to cover the period from January 1, 2009 to December 31, 2013;

WHEREAS the parties wish to extend the initial term by a period of five years, with such revised initial term to cover the ten-year period from January 1, 2009 to December 31, 2018 (the revised "Initial Term");

WHEREAS the parties agree that the annual lease rate during the second five-year period of the revised Initial Term (January 1, 2014 – December 31, 2018) should be adjusted to reflect the change in the Consumer Price Index;

WHEREAS the parties wish to amend the Lease Storage Agreement by ensuring that certain Health, Safety and Environmental Protection measures are maintained at the Lease Storage Facilities;

WHEREAS the parties wish to amend the Lease Storage Agreement by providing reciprocal audit rights; and

WHEREAS the parties agree that all other terms of the Lease Storage Agreement shall remain in full force and effect;

NOW THEREFORE, for and in consideration of valuable consideration the receipt and sufficiency of which are hereby acknowledged, Olympic and BPWCP agree as follows:

1. Section A of the Lease Storage Agreement shall be amended to read as follows (with deletions shown in strike-through and additions underlined):

"A. TERM & RENEWAL

The initial term of this Agreement shall commence on January 1, 2009, and end on December 31, 2018 ("Initial Term" with the first day of each year of the Initial Term called the "Anniversary").

During the first five years of the Initial Term (January 1, 2009 – December 31, 2013), Lessee shall pay to Lessor the annual lease rate provided for in Section D. During the second five years of the Initial Term (January 1, 2014 – December 31, 2018), Lessee shall pay to Lessor an annual lease rate equal to the rate provided for in Section D, adjusted by the change in the Consumer Price Index from the first Anniversary to January 1, 2014.

At Lessee's option, conditioned upon six (6) months' written notice prior to the expiration of the Initial Term, the Agreement may be renewed for an additional five-year term ("Option Term") at an annual lease rate equal to the rate provided for in Section D, adjusted by the change in the Consumer Price Index from the first Anniversary to the first day of the Option Term; provided, however, if, prior to the expiration of the Initial Term, Lessor has received an offer to lease the Lease Storage (as defined below) or the Lease Storage Facilities to a third party for all or part of the Option Term, or for a longer term, that Lessor wishes to accept, Lessor shall give Lessee written notice of the material terms of any such offer, and Lessee shall have a right of first refusal ("RFR") with respect to such offer. The notice shall include a copy of the offer. The RFR shall supersede Lessee's option to renew, which, upon notice of the offer by Lessor, shall be of no further effect. If Lessee notifies Lessor within thirty (30) days of notice that it elects to exercise the RFR, then the Parties will enter into a new lease on terms materially equivalent to those of the third party offer and in any event at a lease rate no lower than the third party offer. If Lessee does not so notify Lessor within thirty (30) days of notice, then Lessor shall be free to lease the Lease Storage and/or the Lease Storage Facilities to any other party on terms materially equivalent to or more favorable to Lessor than those of the third party offer. At Lessee's option, in the event the term of the third party offer is less than five years, Lessee may, on exercise of the RFR, elect to extend the term of the new lease to five years on otherwise materially identical terms to those of the third party offer, including the annual lease rate. If the third party offer is for a term of more than five years, the RFR may be exercised only by entering into a lease for the same term as the third party offer.

It is anticipated that capital improvements will be completed during the first year of the Initial Lease Term, resulting in periods of down time for the Lease Storage Facilities."

2. In accordance with RCW 81.16.020, prior to the Effective Date, Olympic shall submit a written notice to the Washington Utilities and Transportation Commission ("WUTC"), advising that the parties have agreed to amend the Lease Storage Agreement pursuant to the terms stated herein and providing the WUTC with a verified copy of this Amendment (the "Notice"). Following submission of the Notice to the WUTC, this Amendment shall become effective as of the Effective Date, subject only to the conditions stated below in paragraphs 3 and 4.
3. If, in response to the Notice, the WUTC requires submission of a formal petition for approval of this Amendment, Olympic agrees to prepare and submit such petition ("Petition") and this Amendment shall not become effective unless and until such Petition is approved by the WUTC.

4. In the event that the WUTC requires the parties to add to, modify, change, or otherwise alter the terms of this Amendment either in response to its receipt of the Notice or as a pre-condition for approval of a Petition, each party shall have the unilateral right to object to such alterations, in which case the parties will treat paragraph 1 of this Amendment as having no further force or effect and Olympic will take all reasonable steps to withdraw the Notice and/or Petition.
5. The Lease Storage Agreement shall be amended to include the following provisions, as Section 14 and Section 15, respectively:

"14. MANAGEMENT OF HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.

Lessor shall take all necessary precautions in connection with this Agreement to (1) ensure the safety and health of personnel of Lessor and third parties and; (2) ensure compliance with applicable environmental laws and regulations. In furtherance thereof, Lessor shall:

- (a) Have a formal safety and environmental management system.
- (b) Manage residues removed from the Lease Storage Facilities so as to minimize hazardous waste generation and ensure that recycling, reuse, or disposal is carried out in accordance with prudent industry practice and applicable laws and regulations. Lessee shall have the right to request Lessor acquire evidence and provide such evidence to Lessee that residues removed from the Lease Storage Facilities are properly managed.
- (c) Have formal documented safe working procedures sufficient to provide control over the activities in support of this Agreement, including techniques for the identification and mitigation of risks.
- (d) Maintain Health, Safety and Environmental ("HSE") records sufficient to demonstrate compliance with the requirements of Lessor's HSE compliance system.

Lessor is to promptly advise Lessee of any HSE incident involving Lessee's product or the Lease Storage Facilities and to provide follow-up information on any related investigation and corrective action.

If Lessee in its reasonable opinion considers that Lessor is in breach of the HSE protection requirements specified above, then Lessee shall notify Lessor of points of non-compliance in writing. Promptly after receipt of such notice, Lessor shall, in good faith, undertake such corrective action as is reasonably necessary to remain in compliance with the HSE requirements specified herein.

Lessee reserves the right to perform a physical inspection and a HSE management review of the Lease Storage Facilities at a mutually convenient time at Lessee's

expense, provided that Lessee shall provide Lessor with prior written notice of such request for inspection and shall execute a written access agreement in advance in a form agreeable to Lessor.

15. INDEPENDENT AUDITING.

Each Party may, at its own expense, have an independent auditing company inspect any non-privileged records in the possession of the other Party relevant to its performance under this Agreement. Any such inspection shall be made after reasonable notice and during normal business hours, shall not disrupt the other Party's operations, and shall upon request be subject to reasonable confidentiality restrictions."

6. With the exception of the modifications referenced above in paragraphs 1, 2, 3, 4, and 5, all other terms of the Lease Storage Agreement shall remain in full force and effect.

EXECUTED AS OF THE DATE SET FORTH ABOVE

OLYMPIC PIPE LINE CO.

By: Steve Maudlin
Title: President

BP WEST COAST PRODUCTS LLC

By: [Signature] SCC
Title: Vice President