# VERIFICATION

I, Noel Dike, am an officer of Olympic Pipe Line Company ("Olympic") and am authorized to make this Verification on its behalf. Filed herewith are true and correct copies of the following agreements, effective as of December 30, 2013:

- First Amendment to Line of Credit Promissory Note, by and between Olympic and ARCO; and
- First Amendment to Line of Credit Promissory Note, by and between Olympic and Enbridge.

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

Executed on December 20, 2013, at Renton, Washington.

Noel Dike

Mall plice

## FIRST AMENDMENT TO LINE OF CREDIT PROMISSORY NOTE

THIS FIRST AMENDMENT TO LINE OF CREDIT PROMISSORY NOTE ("Amendment") is made and given as of the 20 day of December, 2013, and effective as of December 30, 2013, by and between OLYMPIC PIPE LINE COMPANY, a Delaware corporation ("Borrower") and ARCO MIDCON LLC, a Delaware limited liability company ("Lender").

#### RECITALS

- A. Borrower, Lender and Enbridge Holdings (Olympic), L.L.C. are parties to that certain Olympic Pipe Line Company Second Amended and Restated Financing Agreement, dated December 29, 2010 (the "Financing Agreement"). Pursuant to the terms of the Financing Agreement, Lender has extended a line of credit to Borrower in the amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) (the "Loan").
- B. The Loan is evidenced, in part, by a Line of Credit Promissory Note dated as of December 31, 2010 by Borrower to Lender in the face amount of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$2,250,000.00) (the "Note").
- C. Lender and Borrower desire to amend the Note to evidence an extension of the Maturity Date of the Loan.
- D. Capitalized terms used in this Amendment but not defined herein shall have the meanings given them in the Note.

#### **AMENDMENT**

The terms of the Note are hereby amended as follows:

- 1. <u>Change in Maturity Date</u>. Paragraph 1.1 of the Note is deleted in its entirety, and the following paragraph is substituted in its place:
  - 1.1 The entire principal balance shall be due and payable on December 31, 2015 (the "Maturity Date").
- 2. <u>Effect of Amendment</u>. Except as specifically modified by this Amendment, the terms and conditions of the Note remain in full force and effect, without other modification, as originally stated, and are hereby ratified and confirmed. If there is any conflict between any of the terms of this Amendment and any of the provisions of the Note, the provisions of this Amendment shall control.
- 3. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.
- 4. Representations and Warranties. As a material inducement to the Lender to execute and deliver this Amendment, the Borrower represents and warrants to the Lender that as of the date hereof, both immediately before and after giving effect to this Amendment, that: (a) the representations and warranties of Borrower set forth in each Financing Document are true and correct on and as of the date hereof, except to the extent such representations and warranties relate solely to an earlier date, in which case, they are true and correct as of such date; (b) as of the date hereof, at the time of and immediately

LENDER:	BORROWER:
ARCO MIDCON LLC	OLYMPIC PIPE LINE COMPANY
By: S. Paul	Ву:
Print Name: STEVE PAURITURGT	Print Name:
Title: PRESIDENT	Title:

LENDER:	BORROWER:
ARCO MIDCON LLC	OLYMPIC PIPE LINE COMPANY
By:	By: B. R. M.
Print Name:	Print Name: Brian R, Miller
Title:	Title: President

### FIRST AMENDMENT TO LINE OF CREDIT PROMISSORY NOTE

THIS FIRST AMENDMENT TO LINE OF CREDIT PROMISSORY NOTE ("Amendment") is made and given as of the 17th day of December, 2013, and effective as of December 30, 2013, by and between OLYMPIC PIPE LINE COMPANY, a Delaware corporation ("Borrower") and ENBRIDGE HOLDINGS (OLYMPIC), L.L.C., a Delaware limited liability company ("Lender").

#### RECITALS

- A. Borrower, Lender and ARCO Midcon LLC are parties to that certain Olympic Pipe Line Company Second Amended and Restated Financing Agreement, dated December 29, 2010 (the "Financing Agreement"). Pursuant to the terms of the Financing Agreement, Lender has extended a line of credit to Borrower in the amount of TWELVE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$12,750,000.00) (the "Loan").
- B. The Loan is evidenced, in part, by a Line of Credit Promissory Note dated as of December 31, 2010 by Borrower to Lender in the face amount of TWELVE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$12,750,000.00) (the "Note").
- C. Lender and Borrower desire to amend the Note to evidence an extension of the Maturity Date of the Loan.
- D. Capitalized terms used in this Amendment but not defined herein shall have the meanings given them in the Note.

#### **AMENDMENT**

The terms of the Note are hereby amended as follows:

- 1. <u>Change in Maturity Date</u>. Paragraph 1.1 of the Note is deleted in its entirety, and the following paragraph is substituted in its place:
  - 1.1 The entire principal balance shall be due and payable on December 31, 2015 (the "Maturity Date").
- 2. <u>Effect of Amendment</u>. Except as specifically modified by this Amendment, the terms and conditions of the Note remain in full force and effect, without other modification, as originally stated, and are hereby ratified and confirmed. If there is any conflict between any of the terms of this Amendment and any of the provisions of the Note, the provisions of this Amendment shall control.
- 3. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.
- 4. Representations and Warranties. As a material inducement to the Lender to execute and deliver this Amendment, the Borrower represents and warrants to the Lender that as of the date hereof, both immediately before and after giving effect to this Amendment, that: (a) the representations and warranties of Borrower set forth in each Financing Document are true and correct on and as of the date hereof, except to the extent such representations and warranties relate solely to an earlier date, in which case, they are true and correct as of such date; (b) as of the date hereof, at the time of and immediately

LENDER:	BORROWER:
ENBRIDGE HOLDINGS (OLYMPIC), LLC	OLYMPIC PIPE LINE COMPANY
By: Tename Iny All	Ву:
Print Name: Terrance L. McGill	Print Name:
Title: President& Chief Operating Officer	Title:

BORROWER:
OLYMPIC PIPE LINE COMPANY
By: Bar R Mi
Print Name: <u>Brian R. Miller</u>
Title: President
)