

Exhibit 2

Redline Comparison
Between November 7, 2003
Tariff Settlement Agreement and
September 23, 2008 Amendment No. 7 to
Tariff Settlement Agreement

SETTLEMENT AGREEMENT

Among the Parties:

Olympic Pipe Line Company

Tesoro Refining and Marketing Company

Conoco Phillips Company

Dated November 7, 2003

As Amended Pursuant to Amendment No. 7,

Dated as of September 23, 2008

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Exhibit A

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SETTLEMENT AGREEMENT

~~Olympic Pipeline Company~~

~~This Settlement Agreement ("Agreement") is executed as of this 28th day of October OF~~
NOVEMBER 7, 2003

As Amended by
AMENDMENT NUMBER SEVEN (7)
Dated as of September 23, 2008

This Amended Tariff Settlement Agreement ("TSA") is executed as of this 23rd day of
September, 2008, among Olympic Pipe Line Company ("~~Olympic~~"), Tesoro Refining and
Marketing Company ("~~Tesoro~~"), and ConocoPhillips Company ("~~CP~~") (hereinafter
sometimes referred to collectively as the "~~Parties~~," or individually a "~~Party~~"), to be
effective as of the ~~latest~~ later of (1) January 1, 2009, and (2) the date on which ~~each~~ the last of the
following two approvals has been issued: (a) the Federal Energy Regulatory Commission (the
"~~FERC~~"), has issued a final order approving this Amended TSA; and (b) the Washington
Utilities and Transportation Commission (the "~~WUTC~~"), and the bankruptcy court having
jurisdiction over Olympic's bankruptcy case (described below) (the "~~Bankruptcy Court~~") have
issued a final order approving this Agreement (the "~~Bankruptcy Court~~") has issued a final order approving this
Amended TSA, said date to be referred to herein as the "Effective Date") from which no timely
appeal has been filed."

This Amended TSA shall terminate automatically as provided in Section 4.1(b) if the
Effective Date has not occurred before February 1, 2009.

INTRODUCTION

The Parties

Olympic is a Delaware corporation with offices at 2201 Lind Avenue S.W., Suite 270,

Renton, WA 98057-1800. Olympic owns and operates a common carrier pipeline that transports petroleum products from points in the State of Washington to points within the State of Oregon and to points within the State of Washington. Olympic is a stock company owned by ARCO Midcon LLC, a business unit of BP Pipelines (North America) Inc., and ~~Shell Pipeline Company, LLC, formerly Equilon Pipeline Company LL~~Enbridge Holdings (Olympic) L.L.C.

Tesoro is a wholly owned subsidiary of Tesoro Petroleum Corporation. Tesoro is a Delaware corporation with offices at 3450 South 344th Way, Suite 100, Auburn, WA 98001. Tesoro owns and operates a refinery in Anacortes, Washington, and ships petroleum products there refined on Olympic's pipeline system.

CP, successor by merger to Tosco Corporation ("Tosco"), is a Delaware corporation with offices at 600 N. Dairy Ashford, Houston, TX 77079. CP owns and operates a refinery in Ferndale, Washington, and ships petroleum products there refined on Olympic's pipeline system, as did Tosco prior to its merger into CP.

Interstate and Intrastate Rate Regulation

The rates charged by Olympic for the interstate transportation of petroleum products are subject to regulation by the FERC under the Interstate Commerce Act. 49 U.S.C. (App.) §§ 1, et seq., and regulations promulgated by the FERC thereunder. The rates charged by Olympic for the intrastate transportation of petroleum products are subject to regulation by the WUTC under Titles 80 and 81 of the Revised Code of Washington and regulations promulgated by the WUTC thereunder.

Proceedings before the FERC and United States Court of Appeals

On May 30, 2001, Olympic filed a tariff with the FERC seeking increases in Olympic's

interstate rates. Those increases were protested by Tesoro and Tosco. Those increases were accepted for filing by the FERC in Docket No. IS01-441-000 and became effective on July 1, 2001, subject to an investigation and refunds to shippers. By order issued on November 26, 2002, Olympic's tariff filing was summarily rejected, and Olympic was ordered to pay refunds to shippers of all revenues collected under the rate increases. On December 20, 2002, Olympic filed a petition for review of the FERC's decision in the United States Court of Appeals for the District of Columbia Circuit ("Court of Appeals"). ~~That petition is currently pending in Case No. 02-1383.~~

On March 31, 2003, Olympic filed a tariff with the FERC seeking increases in Olympic's interstate rates. Such increases were protested by Tesoro and CP (which had, by then, merged with Tosco), and were accepted for filing in Docket No. IS03-218-000 subject to an investigation and refunds to shippers. Olympic filed its prepared direct testimony on July 11, 2003.

Proceedings before WUTC

On October 31, 2001, Olympic filed a tariff with the WUTC seeking increases in Olympic's intrastate rates. Those increases were protested by Tesoro and Tosco. The WUTC suspended the increases on November 16, 2001, in Docket No. TO-011472. On January 31, 2002, the WUTC granted an interim increase of a lower amount than that requested by Olympic, subject to an investigation and refunds to shippers. Following hearings, by order served September 27, 2002, the WUTC rejected Olympic's proposed intrastate rate increases, enjoined Olympic from continuing to collect the interim increases authorized by the WUTC, and required Olympic to file tariff revisions that would return to shippers over a two-year period the difference between the revenues collected under the interim increase and the rate increase authorized by the WUTC – an increase of 2.52 percent. Judicial review of the WUTC's order

was sought by Olympic but has since been dismissed with prejudice.

Bankruptcy

On March 27, 2003, Olympic filed for reorganization under Chapter 11 of the United States Bankruptcy Code in the Western District of Washington in Docket No. 03-14059. ~~Subsequent to such filing, Olympic ceased making refund payments to Tesoro, CP and other shippers, notwithstanding the orders of the FERC and WUTC ordering such refunds. CP has filed an adversary proceeding, Docket No. A03 01229 (the "Adversary Proceeding"), in Olympic's case in the Bankruptcy Court with respect to Olympic's cessation of refund payments and CP's claimed right to offset or recoup such refunds from transportation charges due to Olympic.~~ Olympic's bankruptcy was terminated on September 29, 2005, by Final Decree adopting the Order Confirming Plan of Reorganization and Authorizing Assumption of Executory Contracts.

Settlement

~~The Parties have agreed to resolve their differences with regard to matters pertaining to interstate rate refunds in Docket No. IS01 441 000, currently pending before the Court of Appeals in Case No. 02 1383, and intrastate refunds ordered by the WUTC in Docket No. TO 011472; this resolution will also resolve the issues presented in the Adversary Proceeding. The Parties have also agreed to resolve their differences with regard to the matters pertaining to interstate rates during the term of this Agreement and refunds currently pending before the FERC in Docket No. IS03 218 000. The Parties wish to terminate any and all litigation regarding such rates, and to avoid controversies during the term of this Agreement regarding such rates according to the terms set forth in this Agreement. In addition, the Parties wish to avoid~~

~~controversies during the term of this Agreement regarding Olympic's intrastate rates, and have agreed to new intrastate rates as well as a methodology for the determination of intrastate rates during the term of this Agreement according to the terms set forth in this Agreement. This Agreement does not resolve matters not specifically referenced in this Agreement, and CP specifically reserves, (a) CP's business interruption action pending in the United States District Court for the District of Washington under the name *Toseco Corp. v. Olympic Pipe Line Co., et al.* (Case No. C02-0495 consolidated with Case No. C01-1310), (b) CP's claims asserted in such action, or (c) the related motion for relief from the stay pending in Olympic's case in the Bankruptcy Court or treatment of such claims under a plan of reorganization; and, Olympic specifically reserves its defenses to such action, claims, related motion for relief from the stay, or proposed treatment of such claims under a plan of reorganization.~~

The Parties confirm their continuing interest in avoiding controversies during the term of this Amended TSA regarding interstate and intrastate rates according to the terms set forth herein and to continue to provide for a methodology for determining such rates, as further specified herein.

Extension and Amendment

The deadline for providing notice triggering a termination of the TSA effective December 29, 2008, was December 29, 2007. As provided in Section 4.1(b), beginning before that deadline, the Parties entered into a series of amendments to the TSA to extend that notice deadline, the last of which extended the notice deadline to September 23, 2008. The purpose of such extensions was to provide time for the Parties to negotiate a mutually acceptable amendment to the substantive terms of the TSA, which they have now accomplished.

Accordingly, in consideration of the mutual promises set forth in this ~~Agreement~~Amended TSA, and for good and valuable consideration, the receipt of which is hereby acknowledged with the intent of being legally bound, the Parties hereby agree as follows:¹

¹ All capitalized terms that appear in this Agreement are either proper names or are defined in the text of this Agreement. An index of these terms is attached as Exhibit A.

~~ARTICLE I~~Article I.
SETTLEMENT RATES

~~Section 1.1.~~Section 1.1 Settlement

If approved by the FERC, the WUTC, and the Bankruptcy Court, as provided herein, this Agreement shall settle with prejudice (a) the interstate tariff rate disputes that are currently pending before: (i) the Court of Appeals arising out of FERC Docket No. IS01-441-000 and (ii) the FERC in Docket No. IS03-218-000, and (b) the Adversary Proceeding. Within 20 days after the Effective Date, but after the filing by Olympic required in Section 1.2, below, the Parties shall file all necessary pleadings to cause Olympic's petition in the Court of Appeals with respect to FERC Docket No. IS01-441-000, Tesoro's and CP's protests in FERC Docket No. IS03-218-000, and CP's claims asserted in the Adversary Proceeding to be dismissed with prejudice.

[RESERVED]

~~Section 1.2.~~Section 1.2 Initial Tariff Rates

(a) Within 10 days after the Effective Date, Olympic shall file the Initial Tariff Rates for the FERC and WUTC tariffs in form and substance of Exhibits 1.2 (FERC) and 1.2 (WUTC), respectively. Olympic shall file such Initial Tariff Rates to become effective on the earliest date that will permit the FERC and WUTC tariffs to become effective simultaneously, and that will coincide with the beginning of Olympic's next monthly billing cycle. ("Tariff Effective Date").

~~Total Revenue Requirement for the purpose of determining Initial Tariff Rates is stipulated to be \$51 million.~~

~~The Tariff Revenues prior to the setting of the Initial Tariff Rates is stipulated to be \$37,689,864.~~

~~Total deliveries for the purpose of determining Initial Tariff Rates are stipulated to be 105,560,957 barrels.~~

~~The rate increase for the Initial Tariff Rates is stipulated to be 35.3149%.~~

~~Initial Tariff Rates set under this Agreement for interstate and intrastate movements will remain in effect until June 30, 2004, or the effective date of any Interim Tariff Filing whichever is earlier.~~

The January 1, 2009, Tariff Rate Filing under this Amended TSA are those rates that are currently in effect through June 30, 2009, under the TSA¹ except as otherwise provided in this Section 1.2.

- (a) rates will change to the extent they would change if the TSA remained in effect through June 30, 2009;
- (b) rates will change to the extent expressly provided in this Amended TSA;
- (c) from the later of (1) the Effective Date or (2) January 1, 2009, through June 30, 2009, rates will be calculated as though Bayview had been removed from the Rate Base to the extent provided in Section 2.2, as specifically shown in Exhibit 1.2(c) attached hereto and by this reference incorporated as though fully set forth herein;
- (d) if the Effective Date has not occurred by December 29, 2008, rates from

¹ References to the "TSA" shall refer to the version of the TSA in effect prior to the effective date of this Amended TSA, as amended by Amendment Number 7.

December 29, 2008, until the Effective Date shall be the same as they would be had the TSA remained in effect during that time period (with Bayview in the Rate Base), subject to Section 4.1(b) relating to termination of this Amended TSA if the Effective Date has not occurred before February 1, 2009;

- (e) if this Amended TSA is terminated as provided in Section 4.1(b), rates shall be governed by the provisions of the TSA; and
- (f) Exhibit 1.2(c) identifies the specific rate elements for the January 1, 2009, Tariff Rate Filing.

Section 1.3. Section 1.3 Interim Tariff Filings

(a) At the end of each calendar quarter beginning with the first calendar quarter following the Effective Date of this Agreement~~June 30, 2009~~, Olympic shall calculate current throughput as provided in this Section. "Current Throughput" will be the total deliveries for the prior 12 calendar months ending with the calendar quarter for which the calculation of Current Throughput is made. The determination of Current Throughput will be completed and the results provided to Tesoro and CP within 45 days following the end of each calendar quarter. "Base" Throughput" shall be the total deliveries for the 12-month period used for the calculation of the Tariff rates then on file.~~—The Current Throughput and Base Throughput upon which the Initial Tariff Rates are based shall be deemed to be 105,560,957 barrels.~~ In the event that the Current Throughput determined according to this Section exceeds the Base Throughput by at least two percent, Olympic shall make an Interim Tariff Filing calculated as provided in subsection (c) of this Section revising the then-current interstate and intrastate tariff rates based upon the increased throughput.

(b) In the event that, in any calendar quarter, current throughput decreases by greater than 15 percent as the result of failures, outages, fires, strikes, embargoes, explosions, earthquakes, terrorism, floods, wars, the elements, labor disputes, government requirements, de-rating, civil or military authorities, acts of God, a public enemy, or other similar causes beyond Olympic's reasonable control, then upon request by any Party, the Parties must meet within 20 days to consider the rate impact of such events. If the Parties do not reach a satisfactory resolution of the rate impact of such events, then any Party has the right to seek relief through the Dispute Resolution process in Section 4.5.

(c) Manner of Calculating Interim Tariff Rates. Interim interstate rates and interim intrastate rates shall be determined by proportional adjustment of each of the tariff rates then on file. Each tariff rate shall be adjusted by the ratio of the Base Throughput to the Current Throughput if the Current Throughput exceeds the Base Throughput by at least two percent. These Interim Tariff Rates shall be filed no later than 60 days following the end of the quarter in which the Current Throughput exceeds the Base Throughput by at least two percent, to be effective no later than 90 days following the end of the quarter.

Section 1.4. Section 1.4 Annual Tariff Filings

(a) While this ~~Agreement~~ Amended TSA is in effect, in addition to Interim Tariff Rates required to be filed pursuant to Section 1.3 of this ~~Agreement~~ Amended TSA, by May 30 of each year (after ~~2003~~ 2008) Olympic shall file its interstate and intrastate rates for the period beginning on the immediately following July 1 and ending on June 30 of the following year or on the date on which this ~~Agreement~~ Amended TSA expires or is terminated as provided below. Such interstate and intrastate rates shall be calculated using the Olympic Settlement Methodology ("OSM") set forth in Section 3 of this

~~Agreement~~Amended TSA and the cost of service model in Exhibit 1.4(a). Nothing in this ~~Agreement~~Amended TSA, however, prohibits Olympic from filing an interstate or intrastate rate that is less than the maximum rate calculated in accordance with the OSM.

(b) During the term of this ~~Agreement~~Amended TSA and unless as otherwise agreed among all Parties, Olympic shall not make any filing with the FERC or the WUTC except that Olympic is expressly permitted to make (i) filings set forth in Sections 1.1, ~~1.2~~, 1.3, 1.4, and 2.2 of this ~~Agreement~~Amended TSA; (ii) filings for a new tariff for any product movement for which a tariff is not already in place; and (iii) filings to change its rules and regulations, other than material changes to the current nomination process. The phrase "material changes" in Section 1.4(b)(iii) of this ~~Agreement~~Amended TSA shall include any change of allocated capacity from a historical--usage basis to another basis, except that a performance--based incentive/penalty plan that adjusts allocated capacity among shippers based on the ratio of actual shipments to nominated shipments shall not be considered a material change. Disputes concerning the rate filings set forth in ~~Section~~Sections 1.2, 1.3, 1.4, and 2.2 of this ~~Agreement~~Amended TSA are subject to the dispute resolution provisions set forth in Section 4.5(b) and (c) of this ~~Agreement~~Amended TSA. All other disputes are subject to the dispute resolution provisions set forth in Section 4.5(a) of this ~~Agreement~~Amended TSA and, if not resolved under those provisions, subject to the normal regulatory or judicial process.

(c) During the term of this ~~Agreement~~Amended TSA, neither CP nor Tesoro will file with the FERC, the WUTC, the successor of either, or any other agency or court, any protest, petition or complaint, or seek to have suspended or otherwise contest the effectiveness of any rate filings set forth in Sections 1.2, 1.3, 1.4, and 2.2 of this

~~Agreement~~Amended TSA and further agree to address disputes relating to such rate filings in accordance with the dispute resolution provisions set forth in Section 4.5(b) and (c) of this ~~Agreement~~Amended TSA. CP and Tesoro expressly reserve the right to file with the FERC, the WUTC, the successor of either, or any other agency or court, any protest, petition, enforcement action, or complaint in response to any filing other than those set forth in Sections 1.2, 1.3, 1.4, and 2.2 of this ~~Agreement~~Amended TSA.

(d)___ The Parties intend that the rate filings set forth in Sections 1.2, 1.3, 1.4, and 2.2 of this ~~Agreement~~Amended TSA will be the only rate filings made by Olympic, and that FERC's approval of this Settlement shall include its waiver of its regulations regarding indexed rate filings during the term of this ~~Agreement~~Amended TSA.

(e)___ The Parties acknowledge that any filings with the FERC or the WUTC are subject to their normal regulatory authority and that no provision of this ~~Agreement~~Amended TSA supersedes or restricts their authority in any regard.

Section 1.5. Section 1.5 Provision of Information

(a)___ Olympic will provide Tesoro and CP with all supporting data necessary to calculate the maximum rate no less than 60 days prior to Olympic's filing of new interstate or intrastate rates while this ~~Agreement~~Amended TSA is in effect. Tesoro or CP, upon written request to Olympic, shall be permitted to verify the data used in calculating the new maximum rate by a procedure agreed upon by the Parties, which shall include, if requested, an audit consisting of direct examination of original source data identified by Olympic as being all of the data relied upon in calculating the maximum rate. CP and/or Tesoro shall communicate to Olympic any question about, or

disagreement with, the data used by Olympic or the manner in which such data was used to calculate the maximum rate. CP and/or Tesoro and Olympic shall seek in good faith to resolve the questions or disagreements raised by Tesoro and CP prior to the rate filing.

(b) Insofar as any of these data would fall within the prohibition against disclosure set forth in Section 15(13) of the Interstate Commerce Act, such data shall be disclosed only to reviewing representatives as defined in the protective order issued in FERC Docket Nos. IS01-441-000 and IS03-218-000 and WUTC Docket No. T0-011472.

(c) The agreement by CP and Tesoro to refrain from protest, complaint, or seeking suspension of rates filed in conformity with the procedures provided for in this ~~Agreement~~ Amended TSA shall be without prejudice to the rights of CP and/or Tesoro to: (1) conduct independent audits of the company source data relied on by Olympic for the Annual Tariff Adjustment, and (2) initiate a Dispute Resolution process based on the results of any such audit for the purpose of compelling Olympic to revise its tariff as determined by the outcome of such Dispute Resolution process, including providing refunds as determined to be appropriate based on the results of any such Dispute Resolution proceeding. During the pendency of any such Dispute Resolution proceeding, the tariff arising from any current rate filing by Olympic made in conformity with the procedures called for under this ~~Agreement~~ Amended TSA shall remain in effect.

ARTICLE II

Article II.

OPERATIONAL UNDERTAKINGS BY OLYMPIC

Section 2.1 ~~Best Efforts to Achieve 100 Percent~~ percent MAOP Operation

~~_____Olympic's pipeline is currently operating subject to a limitation of 80 percent of under the Maximum Allowable Operating Pressure ("MAOP") pending completion of certain internal line inspections and related excavation, examination and repair work by Olympic.~~ Olympic shall continue and maintain its best efforts to operate at 100 percent MAOP and seek economic enhancements to increase throughput capacity from Renton to Portland.

~~(b)Olympic will use its best efforts to accomplish the prerequisites for and secure regulatory approval of 100 percent MAOP operation, and to return to such operation (subject to normal safety factors, all applicable rules and restrictive orders pertaining to pipeline safety and periodic pressure reductions incident to normal 100 percent MAOP operation) by three years from the Effective Date (the "100 percent Operation Date"). Olympic shall provide an annual progress report to all current shippers detailing its efforts to return to normal 100 percent MAOP operation.~~

~~(c)If Olympic has not returned to 100 percent MAOP operation by the 100 percent Operation Date, Tesoro and/or CP may initiate the Dispute Resolution procedures set forth in Section 4.5 of this Agreement, to resolve any question whether Olympic has met its best efforts obligation set forth in Section 2.1(b). Olympic shall have the burden of proof that it has undertaken its best efforts to return to 100 percent MAOP operation by the 100 percent Operation Date. If, but only if, the arbitration results in a decision that Olympic has not met its~~

~~best efforts obligation, then Tesoro and/or CP shall have the right within 30 days of the issuance of the arbitration award to terminate this Agreement upon no less than 90 days' written notice to Olympic of the intent to terminate. Such termination, when effective, shall be binding on all Parties; provided however, if Olympic returns to 100% MAOP operation prior to the 100% Operation date, the right to terminate shall no longer be effective.~~

~~(d)Such termination shall be the sole remedy under this Agreement available to Tesoro and/or CP for any failure by Olympic to use its best efforts to accomplish the purposes described in Section 2.1(b).~~

Section 2.2. Bayview to Be Placed in Intended Service

~~Bayview shall remain in Olympic's Rate Base unless Bayview has not been placed into intended service on or before September 30, 2004. If Bayview is not in intended service by September 30, 2004, then upon written request of any Party, Olympic shall remove Bayview from the Rate Base, in the amount specified in Section 3.8(e) of this Agreement, and the maximum rate shall be recalculated and new interstate and intrastate rates reflecting only the reduced rate base shall be filed to be effective October 31, 2004, unless and until Bayview is placed into its intended service. Placing Bayview in intended service shall consist of placing Bayview into service for its intended purposes as a facility available for use for batching operations, flow rate maintenance, improved flexibility and efficiency in pipeline operations, and storage and other functions incident to these functions. Satisfaction of the intended service requirement shall not require achieving any defined throughput metric. In attempting to render Bayview operational for such purposes, Olympic shall use its best efforts to encourage the cooperation of its shippers in providing _____ throughput.~~

Section 2.2. Removal of Bayview from the Rate Base; Bayview Lease

(a) Olympic's Bayview facility shall be removed from Olympic's Rate Base for the purpose of determining rates under this Amended TSA, except for the following elements of the Bayview facility: the operations building and warehouse, all furnishings, all mainline equipment, tools, spare parts, and vehicles; the pressure relief surge tank and related fittings and equipment necessary for the tank to perform its function. In calculating the value of the assets remaining in carrier property, the following chart will be used for current balances.

FERC Account	Description	Common Carrier %
151	LAND	5%
152	RIGHT OF WAY	5%
153	LINE PIPE	5%
154	LINE PIPE FITTINGS	5%
155	PIPELINE CONSTRUCTION	5%
156	BUILDINGS	100%
158	PUMPING EQUIPMENT	5%
160	OTHER STATION EQUIPMENT	5%
161	OIL TANKS	5%
163	COMMUNICATION SYSTEMS	5%
164	OFFICE FURNITURE AND EQUIPMENT	100%
165	VEHICLES AND OTHER WORK EQUIPMENT	5%

(b) Carrier Property in Service: The gross property balance related to the Bayview terminal as of December 31, 2008 is stipulated to be \$26,219,160 (Exhibit 3.4(c), WP1, Sheet 1A, Line 14). The amount deemed to remain in carrier property is stipulated to be \$4,100,507 (Exhibit 3.4(c) WP1, Sheet 1B, Line 14). The balance of \$22,118,653 is deemed to be non-carrier property (Exhibit 3.4(c) WP1, Sheet 1C, Line 14) and will be removed from the OSM rate base as of January 1, 2009.

(c) Accumulated Depreciation: The accumulated depreciation balance for all Bayview Terminal property as of December 31, 2008 is stipulated to be \$4,487,618 (Exhibit 3.4(c) WP2, Sheet 2A, Line 14). The amount of accumulated depreciation deemed to be related to Bayview carrier property is \$748,603 (Exhibit 3.4(c) WP2, Sheet 2B, Line 14). The remaining accumulated depreciation of \$3,739,015 is deemed to be attributable to non-carrier property (Exhibit 3.4(c) WP2, Sheet 2C, Line 14).

(d) Accumulated Deferred Income Taxes: The reclassification of Bayview property into carrier and non-carrier categories has concomitant effects on the accumulated depreciation attributable to the Bayview property remaining in OSM rate base after reclassification. Likewise, there are effects on the amount of tax depreciation attributable to the Bayview carrier property that remains in rate base. The adjustment to the ADIT balance as of January 1, 2009, attributable to reclassification of Bayview property, is a reduction of \$3,823,000 (Exhibit 3.4(c) WP4, Sheet 4C, Line 5).

(e) Actual and reasonable capital spending in 2008 for the transmix/surge tank injection pump will remain as carrier property and be fully included in the rate base and used for mainline operations.

(f) For reasons related to regulatory filings and for other reasons, Bayview will be formally removed from the Rate Base effective July 1, 2009. Initial Tariff Rates will, however, be calculated as provided in Section 1.2.

(g) If this Amended TSA is terminated as provided in Section 4.1(b), no provision of this Amended TSA relating to removal of Bayview from the Rate Base shall be effective, and the provisions of this Amended TSA relating to removal of Bayview from the Rate Base shall not be used by any Party as a basis for arguing that Bayview should in whole or part be removed from the Rate Base for regulatory or other purposes or that rates should be determined as though Bayview had been removed from the Rate Base.

(h) The Parties recognize that Olympic has entered into a certain storage agreement for five tanks at the Bayview facility, a redacted version of which is attached hereto as Exhibit C (the "Lease") and agree to support all required regulatory approvals of the Lease and amended tariffs required to implement the Lease. The amended tariffs will include new tariffs relating to shipment of product out of Bayview as depicted in Exhibit D attached hereto and by this reference incorporated as though fully set forth herein.

ARTICLE II Article III.

REFUNDS AND TARIFF RATE METHODOLOGY

Section 3.1. Refunds

~~(a) FERC Tariff Rates Effective May 1, 2003 (Docket No. IS03-218-000).~~ Refunds for the FERC tariff rates in effect since May 1, 2003, shall be determined based on the difference between the FERC Initial Tariff Rate as defined in Section 1.2 and the FERC tariff rates effective May 1, 2003. For petroleum products delivered after April 30, 2003, Olympic shall compute the refunds it owes each Shipper through the date on which the FERC Initial Tariff Rates become effective. The refund owed to each shipper shall equal the product of the tariff per barrel paid for each delivery minus the FERC Initial Tariff Rate for each delivery multiplied by the corresponding number of barrels for each delivery. Interest shall be calculated on all refunds owed for the period May 1, 2003, until the date of payment. The refunds and interest shall be paid ratably to all shippers on a non-discriminatory basis commencing on the first day of the calendar month immediately following the Tariff Effective Date such that 100 percent of the refund obligation plus interest shall be paid on or before May 1, 2006.

~~(b) FERC and WUTC Refund Balances~~

The FERC and WUTC Refund Balances for shipments prior to May 1, 2003 shall be paid in equal monthly installments commencing on the first day of the calendar month immediately following the Tariff Effective Date, and completed no later than October 1, 2006. To the degree any shipper has previously withheld payments of its tariff rates to offset Olympic's cessation of previously ordered refunds, such withheld payments shall be considered the payment of refunds

~~until the withheld payments are recaptured by Olympic in full, at which point, equal monthly installments of the remaining refunds will commence to be paid by Olympic.~~

~~(c) **Interest on Refunds**~~

~~Interest shall be calculated on all such refunds until the date of payment. Interest shall be computed as follows:~~

~~(i) Interest on FERC Refund Balances shall be calculated in accordance with the FERC's order establishing the refund obligation and its regulations except the time limits for repayment are as established in Sections 3.1 (a) and (b), and~~

~~(ii) Interest on WUTC Refund Balances shall be calculated in accordance with the WUTC's Order establishing the refund obligation and its regulations, except the time limits for repayment are as established in Section 3.1 (b).~~

Section 3.1 Reserved

[RESERVED]

Section 3.2 Total Revenue Requirement

The tariff revenues that Olympic is entitled to for a 12-month period is the sum of: Operating Expense; Depreciation Expense; Amortization of AFUDC; Return on Rate Base; Income Tax Allowance; and Net Carryover. These elements of Total Revenue Requirement are defined below.

Section 3.3 Operating Expense

_____ Operating Expense shall mean only those normally recoverable, reasonable, non-Whatcom Creek expenses related to providing regulated service that would properly be

included in Account 610 under the Uniform System of Accounts ("USOA") prescribed for oil pipeline companies subject to the provisions of the Interstate Commerce Act, 18 C.F.R. pt. 352 (2003), and the actual expenditures accrued in prior periods in accordance with generally accepted accounting principles and the USOA, but excluding any provision for the depreciation or amortization of a capitalized cost and accruals anticipated in future periods. For purposes of calculating rates in this Amended TSA only, Operating Expenses for any calendar year in which an Annual Tariff Filing occurs shall be deemed to be the same as Operating Expenses through the end of the preceding calendar year. Determination of Operating Expense included in the Total Revenue Requirement requires placing amounts recorded in Account 610 into four categories:

- (a) Pass-Through Operating Expenses -- The Parties agree that, for the purposes of this ~~Agreement only, operating expenses~~ Amended TSA only, Operating Expenses relating to fuel and power, Drag Reduction Agent ~~and~~, amounts in Project Expense and amounts recorded in FERC USOA 610.580 (Pipeline Taxes) shall be fully recoverable in the year following the year in which expenses were incurred, in the amount of the actual expenses for the prior year.
- (b) Transition Costs – The Parties agree that, for the purposes of this ~~Agreement~~ Amended TSA only, the costs incurred for the purposes of: ~~(i) resolving 2003 rate matters before the FERC and WUTC, including the costs of obtaining approval of this Agreement (“Transition Costs Rate Litigation”); and (ii) complying with the requirements of Chapter 11 for costs incurred during the current Chapter 11 filing (“Transition Costs-Bankruptcy”)~~ shall be recoverable in rates. The total amounts recovered annually in rates from ~~both the Transition Costs Rate Litigation and the Transition Costs-Bankruptcy~~ shall

be limited to the lesser of the Annual Maximum Amortization of Transition Costs or the Other Operating Expenses Deficit Amount.

The Annual Maximum Amortization of Transition Costs shall be the ~~sum of the Annual Maximum Amortization of Transition Costs-Bankruptcy and Annual Maximum Amortization of Transition Costs-Rate Litigation~~ as defined below.

~~Annual Maximum Amortization of Transition Costs-Bankruptcy shall be Transition Costs-Bankruptcy divided by 24, but not to exceed the actual amount incurred. Transition Costs-Bankruptcy shall be the costs relating to the Olympic bankruptcy proceeding recorded in FERC Account 610.520.~~

~~(ii) Annual Maximum Amortization of Transition Costs-Rate Litigation shall be Transition Costs-Rate Litigation divided by 3, but not to exceed the actual amount incurred. Transition Costs-Rate Litigation shall be the costs relating to Olympic rate matters recorded in FERC Account 610.520.~~

- (c) Excluded Costs – The Parties agree that, for the purposes of this ~~Agreement~~Amended TSA only, direct costs attributable to the Whatcom Creek accident and its aftermath (“Whatcom Creek Costs”) have been and shall be in the future excluded from the Cost of Service as defined below. To minimize potential disagreement regarding the classification of specific costs, the Parties agree that, for the purposes of this ~~Agreement~~Amended TSA only, Whatcom Creek Costs include the following specific costs: ~~Environmental~~environmental remediation and restoration costs related to the accident; payment of claims arising from the accident, including personal injury, wrongful death, property damage and business interruption claims; regulatory and criminal fines or penalties imposed as a result of the accident or of conduct allegedly

precipitating the accident; litigation costs incurred in defending claims and criminal prosecution.

- (d) ~~Included Costs~~ – The Parties agree that, for the purposes of this ~~Agreement~~Amended TSA only, the following post-2002 costs may be included within the COS: ~~Costs~~costs of complying with the Corrective Action Order (“CAO”) of June 18, 1999, and subsequent amendments of the CAO or related regulatory requirements; costs of complying with the plea agreement (i.e., the consent decree and injunctive relief) Olympic has entered into with the Department of Justice and/or of complying with related agreements with any municipal, state, and/or federal agencies and/or regulatory authorities; increased insurance expense; costs associated with returning the pipeline to 100 percent MAOP operation; costs of inspection, testing, repair or replacement of the pipeline or of systems associated with pipeline operations; costs of regulatory requirements for continued operation brought by reason of the accident or by reason of conduct allegedly precipitating the accident; other costs incurred to enable the pipeline to continue in operation or otherwise required by regulatory authorities.
- (e) ~~Other Operating Expense~~Expenses – The Parties agree that, for the purposes of this ~~Agreement~~Amended TSA only, amounts recorded in Account 610 shall be classified as “Other Operating Expenses” excluding, however, the amounts referenced in subsection (a) (“Pass-Through Operating Expense”), subsection (b) (“Transition Costs”), subsection (c) (“Excluded Costs”), and amounts recorded in Account 610.540 (“Depreciation and Amortization”). Right of way maintenance shall be deemed to be an Other Operating Expense. Special right-of-way projects such as major tree-clearing and other right-of-way work requiring permits shall continue to be treated as a Project Expense. Other

Operating Expense meeting the criteria set forth in this Section 3.3 shall be includable in the cost of service subject to limitation of Maximum Allowable Other Operating Expense.

- (i) Maximum Allowable Other Operating Expense –The maximum Other Operating Expense for the 12-month period that may be included in the Total Revenue Requirement. The calculation of the Maximum Allowable Other Operating Expense shall be determined by the following equation:

2003 tariff filing = \$19.5 million

2004 tariff filing = [(\$19.5 million * [(1 + CPI-U²⁰⁰³)]

2005 tariff filing = [(\$19.5 million * [(1 + CPI-U²⁰⁰³) * (1 + CPI-U²⁰⁰⁴)

200N tariff filing = [(\$19.5 million * [(1 + CPI-U²⁰⁰³) * (1 + CPI-U²⁰⁰⁴)... * (1 + CPI-U^N)

- (ii) Other Operating Expense Excess - In the event that Olympic's Other Operating Expenses exceed the amount determined by the Maximum Allowable Other Operating Expense by more than \$750 thousand, this excess amount shall be defined as the Other Operating Expenses Excess. Olympic may request that the other Parties allow inclusion of all or a portion of the Other Operating Expenses Excess in the Total Revenue Requirement. If Olympic does not receive the requested relief, it has the right to provide a Notice of Termination to the other Parties. If no satisfactory resolution related to the Other Operating Expenses Excess is reached within 90 days of the Notice of Termination, Olympic may terminate this ~~Agreement~~ Amended TSA.
- (iii) Other Operating Expenses Deficit – In the event that Olympic's Other Operating Expenses are less than the Maximum Allowable Other Operating Expense, Olympic

may amortize any remaining balance of Transition Costs and add to Other Operating Expense an amount for Amortization of Transition Costs. The amounts to be added for Amortization of Transition Costs shall be the lesser of Annual Maximum Amortization of Transition Costs or the Other Operating Expenses Deficit.

- (1) Other Operating Expenses Deficit shall be the amount by which the Maximum Allowable Other Operating Expense exceeds Other Operating Expenses.
- (2) Amortization of Transition Costs
 - (a) Amortization of Transition Costs – Bankruptcy: If the Other Operating Expenses Deficit is greater than or equal to the Annual Maximum Amortization-Bankruptcy, then the Amortization of Transition Costs-Bankruptcy shall be the ~~lesser of the Annual Maximum Amortization of Transition Costs-Bankruptcy or the Unamortized Balance Rate-Bankruptcy.~~ Otherwise, the Amortization of Transition Costs-Bankruptcy shall be the Other Operating Expenses Deficit.
 - (b) Amortization of Transition Costs – Rate Litigation: ~~If the Amortization of Transition Costs Bankruptcy is greater than or equal to the Other Operating Expenses Deficit, then the~~The Amortization of Transition Costs-Rate Litigation is \$0. ~~Otherwise, the Amortization of Transition Costs Rate Litigation shall be the lesser of Annual Maximum~~

~~Amortization of Transition Costs Rate Litigation; Other Operating Expenses Deficit, minus Amortization of Transition Cost Bankruptcy; or Unamortized Balance Transition Cost Rate Litigation.~~

- (3) Unamortized Transition Costs: For any 12-month period, the Unamortized Transition Costs shall be the ~~sum of the Unamortized Balance of Transition Costs Rate Litigation and Unamortized Balance of Transition Costs-Bankruptcy~~ at the end of the prior period.
- (a) Unamortized Balance Transition Costs-Bankruptcy at the end of a period shall be the Unamortized Balance Transition Costs-Bankruptcy at the beginning of the period, minus Amortization of Transition Costs – Bankruptcy for the period.
- (b) Unamortized Balance Transition Costs-Rate Litigation at ~~the end of a period shall be the Unamortized Balance Transition Costs Rate Litigation at the beginning of the period, minus Amortization of Transition Costs – Rate Litigation for the period~~ is zero.

Section 3.4 Depreciation Expense

- (a) The Depreciation Expense equals the annual amount reported in the “Grand Total for Debits” to Account No. 610.540 of the USOA as described in 18 C.F.R. § 352.4.
- (b) Accumulated Depreciation at the beginning of a year equals Accumulated Depreciation at

the beginning of the previous year, plus Depreciation Expense for the previous year, net of Depreciation retirements and other adjustments recorded in Account No. 31 of the USOA as described in 18 C.F.R. § 352.4. ~~The balance of Accumulated Depreciation at~~
~~(b) (c) Effective July 1, 2009, Bayview shall be removed from the beginning of 2003 is~~
stipulated Rate Base to be \$50,350,905.

~~The Accumulated Depreciation for Bayview Terminal as of beginning of the year 2003 is \$2,362,036. Annual Depreciation Expense shall be determined by multiplying extent provided in Section 2.2, and the portion of Bayview that Carrier Property in Service for Bayview by the Amortization Rate. This removed from the event that Bayview is Rate Base shall be transferred to Non-Carrier Property in accordance with; provided, however, that Initial Tariff Rates from the terms and conditions in Section 2.2, Accumulated Depreciation Balance as of the transfer date will be transferred to Non-Carrier Property. See Exhibit 3.4 (e). Effective Date through June 30, 2009, shall be determined as provided in Sections 1.2 and 2.2.~~

(d) Amortization Rate is the Depreciation Expense divided by the arithmetical averages of Carrier Property, excluding land, for the beginning of the year and the end of the year.

Section 3.5 Amortization of AFUDC

Amortization of AFUDC shall be equal to the sum of the annual Equity AFUDC Amortization, plus the annual Debt AFUDC Amortization.

- (a) The Annual Equity AFUDC Amortization for a year shall equal the Accumulated Equity AFUDC at the beginning of that year, plus one half of the Additions to Equity AFUDC for that year, multiplied by the Amortization Rate for that year.

- (b) Accumulated Equity AFUDC at the beginning of a year shall equal the Equity AFUDC Amortization Base at the beginning of the previous year, plus Additions to Equity AFUDC for the previous year.

The Accumulated Equity AFUDC at the beginning of 2003 is stipulated to be \$3,936,145

- (c) Additions to Equity AFUDC for a year shall equal the Equity AFUDC Base for that year, multiplied by the Return on Equity.
- (d) The Equity AFUDC Base for a year shall equal the average CWIP balance for that year, multiplied by the Equity Ratio.
- (e) Accumulated Amortization of Equity AFUDC for a year shall equal the Accumulated Amortization of Equity AFUDC from the prior year, plus Amortization of Equity AFUDC for the current year.

The balance of Accumulated Amortization of Equity AFUDC at the beginning of 2003 is stipulated to be \$438,343.

- (f) Annual Debt AFUDC Amortization for a year shall equal the Accumulated Debt AFUDC at the beginning of that year, plus one half of the Additions to Debt AFUDC for that year, multiplied by the Amortization Rate for that year.
- (g) Accumulated Debt AFUDC at the beginning of a year shall equal the Debt AFUDC Amortization Base at the beginning of the previous year, plus Additions to Debt AFUDC for the previous year.

The Accumulated Debt AFUDC at the beginning of 2003 is stipulated to be \$2,431,828.

- (h) Additions to Debt AFUDC for a year shall equal the Debt AFUDC Base for that year, multiplied by the Return on Debt.

- (i) The Debt AFUDC Base for a year shall equal the average CWIP balance for that year, multiplied by the Debt Ratio.
- (j) Accumulated Amortization of Debt AFUDC for a year shall equal the Accumulated Amortization of Debt AFUDC from the prior year, plus Amortization of Debt AFUDC for the current year.

The balance of Accumulated Amortization of Debt AFUDC at the beginning of 2003 is stipulated to be \$259,181.

Section 3.6 Return on Rate Base

- (a) Return on Rate Base shall be equal to the product of the Average Rate Base, multiplied by the Weighted Cost of Capital.
- (b) Weighted Cost of Capital shall be defined by the following three parameters stipulated to by the parties while this ~~Agreement~~ Amended TSA is in effect:
 - (i) Capital Structure shall consist of 50 percent equity (Equity Ratio) and 50 percent debt (Debt Ratio).
 - (ii) Cost of Debt shall be 7.80 percent.
 - (iii) Nominal Rate of Return on Equity shall be 12.38 percent in the Initial Period: (2004).

Return on Equity shall ~~be~~ be 10.00 percent real. The nominal rate of return to be applied to Rate Base is the sum of 10.00 percent plus, for each subsequent period, the change in the CPI-U annual rate of inflation for the prior year as measured December to December without seasonal adjustment as published by the Bureau of Labor Statistics, U.S. Department of Labor for the preceding calendar year calculated for each subsequent

period on a non-cumulative basis.

The Weighted Cost of Capital (at a 50% Capital Structure) shall be the average of the Cost of Debt and the Nominal Rate of Return on Equity.

Section 3.7 Rate Base

- (a) Rate Base for ~~a year~~ any Annual Tariff Filing shall be determined as of the end of ~~that year~~ the calendar year in which the Annual Tariff Filing occurs and shall equal the Carrier Property at the end of that year, minus the Accumulated Depreciation at the end of that year, plus Accumulated AFUDC at the end of that year, minus Accumulated Amortization of AFUDC at the end of that year, plus the Working Capital ~~balance~~ Balance at the end of that year, minus the ADIT Balance at the end of that year. In determining Carrier Property as of the end of the calendar year in which any Annual Tariff Filing occurs, Additions to Carrier Property shall be included, and shall consist of the sum of (i) actual Additions to Carrier Property through December 31 of the preceding calendar year and (ii) actual Additions to Carrier Property during the current calendar year (to the extent known) plus Olympic's projected Additions to Carrier Property for the entire calendar year in which the Annual Tariff Filing occurs; provided, however, that such projected Additions to Carrier Property are (1) known and measurable and reasonably expected to occur during the calendar year, (2) normally recoverable and reasonable capital expenses that are related to providing regulated service, and (3) capital expenses that would be properly included in Accounts 101 through 186 of the USOA carrier property accounts. Prior to inclusion, Olympic agrees to provide detailed financial information regarding any known and measurable capital expenses it intends to include in rate base. In determining Accumulated Depreciation and Working Capital Balance the

actual dollar amount as of the end of the preceding calendar year shall be used to calculate the projected amount as of the end of the year in which the Annual Tariff Filing occurs. In determining Accumulated AFUDC, Accumulated Amortization of AFUDC and the ADIT Balance as of the end of any calendar year in which an Annual Tariff Filing occurs, the amounts shall be calculated using the projected and actual (if known) amounts of Additions to Carrier Property during the calendar year in which the Annual Tariff Filing occurs, as further provided in Sections 3.5 and 3.9.

- (b) The Average Rate Base is the arithmetic average ~~for~~ of (i) Rate Base at the end of the year preceding ealendar year and the year in which the Annual Tariff Filing occurs and (ii) Rate Base at the end of that calendar year; provided, however, that for the current purposes of determining rates effective July 1, 2009, the Average Rate Base calculation will be performed as though Bayview had been removed from Rate Base as of the end of the preceding calendar year, as provided for in Section 2.2, but this calculation methodology shall not alter the actual date on which the formal removal of Bayview from Rate Base is effective: i.e., July 1, 2009.

Section 3.8 Carrier Property

- (a) The balance of Carrier Property at the beginning of a year equals Carrier Property at the beginning of the previous year, plus Additions to Carrier Property for the previous year. Carrier Property at the beginning of 2003 is stipulated to be \$138,272,430. Carrier Property as of July 1, 2009, shall reflect the removal of Bayview from the Rate Base, as provided in Section 2.2.
- (b) Additions to Carrier Property for a year equals the amount by which additions during that

year to USOA carrier property accounts 101 through 186 exceed net proceeds from retirements of property and other adjustments or transfers during that year from USOA carrier property accounts 101 through 186. Additions to Carrier Property shall be only those normally recoverable, reasonable capital expenses related to providing the regulated service that would properly be Additions to Carrier Property under the USOA.

(c) The Carrier Property Balance for Bayview as of ~~beginning of July 1, 2009~~, shall be calculated using the ~~year 2003 is stipulated~~ December 31, 2008, figures set forth above in Section 2.2, subject to ~~be \$24,036,869 as shown in Exhibit 3.4(e)~~ adjustment for capital additions and depreciation through June 30, 2009.

Section 3.9 Accumulated Deferred Income Taxes

- (a) The Federal ADIT Balance at the beginning of a year equals the Federal ADIT Balance at the beginning of the previous year, plus the Tax Effect of Federal Timing Difference for the previous year.
- (b) The Tax Effect of Federal Timing Difference for a year shall equal the Federal Income Tax Rate for that year, multiplied by the Federal Tax Timing Difference for that year.
- (c) The Federal Tax Timing Difference for a year shall equal the Federal Tax Depreciation for that year, minus Depreciation Expense for that year, minus IDC Amortization for that year, plus TEFRA Adjustment Amortization for that year.
- (d) Federal Tax Depreciation for a year shall equal the sum of Federal Tax Depreciation for Additions to Carrier Property for the current and all previous years. Federal Tax Depreciation for Additions to Carrier Property for the current or a previous year shall equal the appropriate Federal Tax Depreciation Factor, multiplied by the sum of

Additions to Carrier Property, plus Additions to Debt AFUDC for that current or previous year. The appropriate Federal Tax Depreciation Factor, which varies with the time elapsed between the year of the Additions to Carrier Property and the year for which Federal Tax Depreciation is being calculated, shall be the 15-year schedule using the half-year convention according to the IRS Modified Accelerated Cost Recovery System ("MACRS") as shown in Exhibit 3.9(d). If Federal income tax laws are amended after the date of this ~~Agreement~~ Amended TSA, the Federal Tax Depreciation Factor Schedule in Exhibit 3.9(d) may be renegotiated pursuant to Section 3.13. The ADIT Balance at the beginning of 2003 is stipulated to be \$11,901,259.

(e) The ADIT calculation for rates effective July 1, 2009, and thereafter, shall be appropriately adjusted to account for the removal of Bayview from the Rate Base to the extent provided in Section 2.2 (Exhibit 3.4(c), WP 3 Sheet 3C Line 12 and WP4, Sheet 4C, Line 5).

Section 3.10 Working Capital Balance

The Working Capital Balance shall be calculated based on the ~~average~~ balances in USOA accounts 16, 17 and 18. ~~The Working Capital Balance at~~ as of the beginning of 2003 is stipulated to be \$2,030,244. ~~end of the calendar year preceding the year in which the Annual Tariff Filing occurs. To the extent the Working Capital Balance calculation impacts rates from the Effective Date through June 30, 2009, the calculation shall be made as though Bayview had been removed from the Rate Base on the Effective Date as provided in Sections 1.2 and 2.2.~~

Section 3.11 Income Tax Allowance

- (a) The Income Tax Allowance equals the product of the Federal Income Tax Factor, multiplied by the Federal Income Tax Base for that year.

- (b) The Federal Income Tax Factor shall equal the ratio of the Federal Income Tax Rate to the difference of one, minus the Federal Income Tax Rate.
- (c) The Federal Income Tax Rate shall equal the maximum rate of tax applied by the United States Government to net income derived by a corporation from the operation of a common carrier petroleum pipeline within the United States.
- (d) The Federal Income Tax Base for a year shall equal the Equity Portion of Return on Rate Base for that year, plus the Equity AFUDC Amortization for that year.

Section 3.12 Net Carryover

- (a) The Net Carryover is equal to the sum of the Revenue Excess (Deficit), plus the Interest on Revenue Excess (Deficit).
- (b) The Revenue Excess (Deficit) is based on the difference between the Tariff Revenue as reported in USOA Account 600, Sub accounts 200-260, (except Sub account 250) minus the Total Revenue Requirement for the period that the prior tariff(s) have been in effect. In any event, Tariff Revenue shall not include payments made under the Lease. If Tariff Revenue exceeds the Total Revenue Requirement for the period, there is a Revenue Excess. If Tariff Revenue is less than the Total Revenue Requirement for the period, there is a Revenue Deficit. Upon termination of this ~~Agreement~~ Amended TSA, the final Net Carryover shall be trued up in a manner resolved through the Dispute Resolution process in Section 4.5.
- (c) The Interest on Revenue Excess (Deficit) equals the Revenue Excess (Deficit) for a year, multiplied by the interest rate used to compute Interest on Revenue Excess (Deficit).
- (d) The interest rate used to compute Interest on Revenue Excess (Deficit) for a year is based

on the rate of interest obtained by taking the arithmetic average of the 12 monthly prime rates to the nearest one hundredth of one percent, as published in the Federal Reserve's "Selected Interest Rates" (Statistical Release H 15) for the 12 months starting with January of the previous year and ending with December of the previous year, and increasing the annual interest rate resulting from the previous step to reflect a quarterly compounding of interest.

Section 3.13 Effect of Income Tax Amendments

- (a) If Federal income tax laws are amended after the date of ~~this Agreement~~ the original TSA, the Income Tax Allowance and the ADIT Balance will continue to be calculated as described in Section 3.9, unless a Party to this ~~Agreement~~ Amended TSA objects to the manner of computation within one year of such amendment. Upon written notice by a Party of an objection, the Parties have 60 days in which to negotiate a new method of determining the Income Tax Allowance and the ADIT Balance. This method will be consistent with the following requirements:
- (i) The Federal Income Tax shall equal the maximum of tax applied by the United States Government to net income derived by a corporation from the operation of a common carrier petroleum pipeline within the United States.
 - (ii) It shall be assumed that the most accelerated methods of depreciation allowed under Federal income tax laws will be used and that other elections under Federal income tax laws will be made in a manner that will minimize or defer the total income tax liability to the maximum extent possible;
 - (iii) Any imbalance in the ADIT Balance (positive or negative) arising from a change in tax

- rates shall be amortized using the Amortization Rate described in Section 3.4(d);
- (iv) Federal Tax Timing Differences shall be reflected in the ADIT Balance, not in the Income Tax Allowance;
 - (v) Applicable provisions of Federal income tax law shall be taken into account consistent with Federal regulatory policy;
- (b) If the Parties are unable to agree on a new method of determining the Income Tax Allowance and the ADIT Balance within 60 days after written notice by a Party pursuant to subsection (a) of this section, the method for calculating these amounts will be determined by a mutually agreed-upon, independent expert who shall apply the requirements above to the then-applicable Federal tax laws.

Section 3.14 Determination of Tariff Rates – Generally

- (a) The determination of rates for each Movement in each jurisdiction for which tariffs are posted shall be based on an equal percentage increase across all existing FERC and WUTC tariffs. For the purpose of this ~~Agreement~~Amended TSA, Adjusted Tariff Rate shall be determined as follows:
 - (i) The Adjusted Tariff is the tariff rate in effect prior to the Tariff Effective Date for the Annual Tariff Filing, multiplied by the Rate Adjustment Factor.
 - (ii) The Rate Adjustment Factor shall be determined by dividing the Total Revenue Requirement by forecasted Tariff Revenue. For purposes of this Amended TSA only, forecasted Tariff Revenue for any calendar year in which an Annual Tariff Filing occurs shall be deemed to be the same as actual Tariff Revenue through the end of the preceding calendar year. Tariff Revenue does not include FERC Sub Account 250

rental revenue and specifically does not include Lease revenue related to Bayview.

(ii)(iii) The Rate Adjustment Factor shall be determined by dividing the Total Revenue Requirement by forecasted Tariff Revenue.

(b) The determination of tariff rates for which tariff rates are posted shall be rounded to the nearest \$0.0001 per barrel.

~~ARTICLE III~~ Article IV.
GENERAL PROVISIONS

Section 4.1 Term of this ~~Agreement~~ Amended TSA

- (a) The Parties shall be bound to devote their best efforts to secure approval of this ~~Agreement~~ Amended TSA in its entirety by the FERC, ~~the WUTC~~ and the ~~Bankruptcy Court~~ WUTC upon execution of this ~~Agreement~~ Amended TSA by all Parties and shall be bound by all other terms of this ~~Agreement~~ Amended TSA upon the Effective Date.
- (b) This ~~Agreement~~ Amended TSA shall terminate automatically if the Effective Date has not occurred before February 1, ~~2004~~ 2009; otherwise this ~~Agreement~~ Amended TSA shall continue in full force and effect for five (5) years from the Effective Date, after which this ~~Agreement~~ Amended TSA shall continue from year to year subject to termination ~~upon at least one year by any Party giving notice in advance of within sixty days after the fifth or~~ and every subsequent anniversary of the Effective Date given by any Party annual filing under Section 1.4 and effective at the end of that year. Upon mutual agreement of the Parties, the notice period may be changed.
- (c) If Parties have not reached a new agreement prior to the termination date, Olympic's interstate and intrastate rates shall be those in effect upon the termination date subject to complaint before the FERC and/or WUTC by Tesoro and/or CP; provided, however, that the relief sought in any such complaint shall be prospective from the termination date only and shall not include reparations or damages for any period prior to the termination date.

Section 4.2 Duty to Defend ~~This Agreement~~this Amended TSA

All Parties will use their best efforts, each Party at its own expense, to defend the validity and enforceability of this ~~Agreement~~Amended TSA.

Section 4.3 Approval of this ~~Agreement~~Amended TSA

(a) ~~If the FERC or the WUTC do not approve this Agreement and~~disapproves this Amended TSA or the agency in question does not waive any regulation inconsistent with the terms and conditions of this ~~Agreement~~Amended TSA, or if the FERC, ~~the WUTC,~~ or the ~~Bankruptcy Court~~WUTC rejects any provision of this ~~Agreement~~Amended TSA, or if the ~~Bankruptcy Court,~~ ~~the FERC~~ or the WUTC makes approval of this ~~Agreement~~Amended TSA contingent upon any modification of any provision of this ~~Agreement~~Amended TSA, or if a court reviewing an order of the FERC, ~~or the WUTC,~~ ~~or the Bankruptcy Court~~ regarding this ~~Agreement~~Amended TSA shall take any of such actions, where such action affects this Amended TSA, any Party may terminate this ~~Agreement~~Amended TSA by written notice to the other Parties within 30 days after any of the actions specified herein have occurred.

(b) Termination pursuant to Subsection (a) of this Section 4.3 shall become effective 10 days after the non-terminating Parties' receipt of written notice of termination. In the event of such termination, and except to the extent the provisions of the original TSA may remain in effect and require otherwise, Olympic shall have no further obligation to file or maintain its interstate or intrastate rates in conformance with the maximum rates determined under the OSM, and neither Olympic nor Tesoro and CP shall be bound by this ~~Agreement~~Amended TSA in any regard.

(c) If during the period in which this ~~Agreement~~Amended TSA is in effect, an agency or court shall

thereafter declare invalid any provision of this ~~Agreement~~Amended TSA that has an impact upon a Party, then the Parties will undertake to negotiate diligently and in good faith to make reasonable and appropriate modifications to this ~~Agreement~~Amended TSA so as to achieve substantially the same benefits for each Party that were originally contemplated by this ~~Agreement~~Amended TSA, consistent with the order invalidating such provision. If the Parties are unable to agree on such modifications within a period of 30 days after the order invalidating such provision is issued (or such additional period as the Parties shall mutually agree in writing) then any Party may terminate this ~~Agreement~~Amended TSA by giving written notice to the other Parties within 30 days after the expiration of the period of negotiations.

Section 4.4 No Precedential Effect

No part of the original TSA or of this ~~Agreement~~Amended TSA, including, without limitation, the Term, the characterizations of expenses as recoverable or non-recoverable in rates, or the underlying methodology shall have any precedential effect for any other matter. ~~This Agreement~~Neither the original TSA nor this Amended TSA shall not constitute an admission by the Parties concerning any question of fact or law, and this Agreement does not represent neither the original TSA nor this Amended TSA represents in any way the position of any Party regarding pipeline regulation in general or its application. Further, in the event that any interstate rate or intrastate rate established pursuant to the original TSA or this Agreement Amended TSA is ever challenged by any third party who is not a signatory to this Agreement, either agreement, nothing in the original TSA or in this Agreement Amended TSA or in the OSM set forth in Article II may be relied upon or cited as evidence to establish that such interstate or intrastate rate is excessive, discriminatory, or otherwise unlawful, or to set a new rate or rates that differ from those determined under the original TSA or under this

Section 4.5 Dispute Resolution

- (a) Any controversy or claim arising under this ~~Agreement~~Amended TSA shall first be subject to good-faith negotiation among the Parties and then, if such negotiation shall fail to resolve the controversy or claim, shall be subject to either binding arbitration among the Parties or the normal legal or judicial process, whichever is provided for in this ~~Agreement~~Amended TSA. A controversy or claim may be raised by any Party at any time by serving notice upon the other Parties. Within 10 days from the receipt of the notice of controversy or claim, the Parties shall hold an initial meeting to discuss how best to proceed to resolve the controversy or claim through good-faith negotiation. Unless otherwise agreed among all Parties, the Parties shall have 30 days from the date of the initial meeting to resolve the controversy or claim. In the event a controversy or claim relating to a filing set forth in Sections 1.2, 1.3, 1.4, and 2.2 of this ~~Agreement~~Amended TSA is not resolved within this 30-day negotiation period, a Party may initiate binding arbitration by serving an Arbitration Demand on the other Parties. In the event a controversy or claim relating to any other matter is not resolved within this 30-day negotiation period, any Party may file with the FERC, the WUTC, the successor of either, or any other agency or court, any protest, petition or complaint or any other action allowable at law or equity.
- (b) Except as otherwise agreed by all Parties, the arbitration of a controversy or claim relating to a filing set forth in Sections 1.2, 1.3, 1.4, and 2.2 of this ~~Agreement~~Amended TSA shall be conducted by a single arbitrator with both substantial and suitable experience related to rate regulation. The arbitrator is to be selected by mutual agreement

among the Parties within 10 days from the date of the Arbitration Demand. In the event of a failure to agree, any Party may petition the American Arbitration Association (“AAA”) to name an arbitrator. Such arbitration shall be held in Seattle, Washington, in conformity with the Commercial Arbitration Rules of the AAA and administered by the AAA. Except as may otherwise be agreed by all Parties, such arbitration shall be completed and a final decision issued within 90 days of the date on which Arbitration Demand was served. The arbitrator shall issue a final decision consistent with the Commercial Arbitration Rules of the AAA and the regulations and precedent governing the arbitration of FERC and WUTC tariff and rate matters, except that the final decision shall not include an award of special, consequential, or punitive damages. The Parties agree that the final decision of the arbitrator shall be final as amongst the Parties and further agree to waive any and all rights to appeal or request review of the final decision by any court or regulatory agency. In the event the arbitrator’s final decision requires enforcement, any Party may petition for enforcement of the final decision through the appropriate channels established by the FERC or the WUTC.

- (c) The fees and expenses of the arbitrator and costs of AAA’s administration shall be borne by the party who is deemed by the arbitrator to be the losing party. Other than arbitrator fees and expenses and AAA administration costs, each party shall be responsible for its own costs and attorney fees regardless of outcome.
- (d) No provision of this ~~Agreement~~Amended TSA is intended to nor shall be interpreted to limit the regulatory jurisdiction or authority of the FERC or the WUTC in any regard. In the event a dispute arises under the terms of this ~~Agreement~~Amended TSA that is not resolved prior to the termination of this ~~Agreement~~Amended TSA, the dispute resolution

provisions of this Section 4.5 shall apply and shall survive the termination of this ~~Agreement~~Amended TSA.

Section 4.6 Parties in Interest

This ~~Agreement~~Amended TSA shall be binding upon and inure solely to the benefit of the Parties and their respective successors and assigns. No obligation under this ~~Agreement~~Amended TSA shall be for the benefit of or be enforceable by any third party.

Section 4.7 Construction of ~~Agreement~~this Amended TSA

- (a) The language of this ~~Agreement~~Amended TSA shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party. Headings of articles and sections of this ~~Agreement~~Amended TSA are solely for the convenience of the Parties and are not a part of this ~~Agreement~~Amended TSA. This ~~Agreement~~Amended TSA shall be governed by, and construed in accordance with the laws of the State of Washington.
- (b) Attached hereto as Exhibit 1.4(a) illustrating the OSM ~~is an~~are electronic ~~disk~~files with the computer program used to calculate rates along with a ~~printout of a computer program with other~~ formulae based ~~on~~support, stipulated amounts, and projected data for calendar year ~~2003-2009~~. It is the understanding of the Parties that the language of this ~~Agreement~~Amended TSA and the calculations shown in Exhibit 1.4(a) are consistent. If any question shall arise as to the consistency of the language of this ~~Agreement~~Amended TSA and the calculations shown in Exhibit 1.4(a), the Parties shall resolve such controversy in accordance with Section 4.5 of this ~~Agreement~~Amended TSA.
- (c) The language of this ~~Agreement~~Amended TSA, together with the electronic ~~disk~~and

~~printout~~files shown in Exhibit 1.4(a), shall control over any other computer program or other document prepared by the Parties, or any of them, describing or explaining this ~~Agreement~~Amended TSA or the OSM.

Section 4.8 Amendment

This ~~Agreement~~Amended TSA may be modified, amended or supplemented only by a written instrument executed by the Parties.

Section 4.9 Notices

Any notice required or permitted by this ~~Agreement~~Amended TSA shall be effective when deposited in the mails, postage prepaid, certified mail, return receipt requested, or when dispatched by overnight delivery service or by facsimile, addressed to the respective Party at its address set forth below:

If to Olympic:

Legal Department
Olympic Pipe Line Company
4101 Winfield Rd.
Warrenville, IL 60555
Attn: General Counsel
Facsimile: (630) 821-3396

If to CP:

ConocoPhillips Company
600 North Dairy Ashford Road

Houston, TX 77079
Attention: Manager/West Coast Supply
Facsimile: (918) 662-5621

If to Tesoro:

Legal Department
Tesoro Petroleum Corporation
300 Concord Plaza Drive
San Antonio, Texas 78216
Facsimile: (210) 283-2400

Legal Department
Tesoro Refining and Marketing Company
3450 South 344th Way, Suite 100
Auburn, WA 98001
Facsimile: (253) 896-8845

A Party may, at any time, substitute a different person or address for that shown in the previous sentence by giving written notice to the other.

Section 4.10 No Waiver

Unless otherwise specifically provided in this ~~Agreement~~Amended TSA, no failure to exercise, and no delay in exercising, any right, power, or remedy under this ~~Agreement~~Amended TSA shall impair or be construed as a waiver of this right, power, or remedy of a Party, nor shall any failure to exercise or delay in exercising any right, power, or remedy be construed to be an acquiescence in any breach or default under this ~~Agreement~~Amended TSA. The rights and remedies specified for the enforcement of this ~~Agreement~~Amended TSA are cumulative.

Section 4.11 Section Counterparts

This ~~Agreement~~Amended TSA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 4.12 Disclaimer of OSM Model Data

The data for future periods demonstrate the mechanics of the OSM model and while based on prior projections, cannot be warranted to represent actual future performance by Olympic. ~~Olympic's projections are subject to revision in connection with its process of formulating a Chapter 11 disclosure statement and plan of reorganization and the actual level of Olympic's various expenses, project spending and similar matters may be determined or substantially influenced by the provisions of a plan of reorganization in the form it is ultimately confirmed, a matter not strictly in Olympic's control.~~

Section 4.13. Termination

In addition to any other right to terminate set forth above (including Section 4.1(b)), the Parties shall have the following termination rights:

(a) If the FERC or the WUTC approves the Amended TSA, but disapproves the Lease, Olympic shall have the right to terminate the Amended TSA.

(b) If either the FERC or the WUTC approves the Amended TSA, but requires all aspects of Olympic's Bayview facility to remain in the Rate Base, Tesoro and CP shall have the right to terminate the Amended TSA.

(c) A Party exercising its rights under Section 4.13(a) or 4.13(b) shall do so by providing written notice to the other Parties within 30 days of the specified regulatory action. Termination shall become effective 10 days after the non-terminating parties have received the termination notice. In the event of such termination, and except to the extent the provisions of the original TSA may remain in effect and require otherwise, Olympic shall have no further obligation to file or maintain its interstate or intrastate rates in conformance with the maximum

rates determined under the OSM, and neither Olympic nor Tesoro and CP shall be bound by this Amended TSA in any regard.

Being duly authorized, the Parties execute this ~~Agreement~~ Amended TSA as of the date first written above.

Olympic Pipe Line Company

By: _____

By: _____

Printed Name: _____

Title: _____

Tesoro Refining and Marketing Company

By: _____

By: _____

Printed Name: _____

Title: _____

ConocoPhillips Company

By: _____

By: _____

Printed Name: _____

Title: _____