

VERIFICATION

I, NOEL DIKE, am SECRETARY and TREASURER of Olympic Pipe Line Company LLC (“Olympic”) and am authorized to make this Verification on its behalf. Filed herewith is a true and correct copy of the following agreement, effective as of September 30, 2019:

- Termination of Amended and Restated \$67,500,000 Member Loan Agreement, dated as of September 30, 2019, by and among ARCO Midcon LLC, SeaPort Pipeline Holdings LLC, and Olympic.

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 September 3, 2019, at Renton, Washington.



NOEL DIKE

**TERMINATION
OF
AMENDED AND RESTATED
\$67,500,000 MEMBER LOAN AGREEMENT**

This Termination of Amended and Restated \$67,500,000 Member Loan Agreement (this "Agreement") is entered into effective as of September 30, 2019, (the "Effective Date") by and between Olympic Pipe Line Company LLC, a Delaware limited liability company (the "Company"), ARCO Midcon LLC, a Delaware limited liability company ("ARCO"), and SeaPort Pipeline Holdings LLC, a Delaware limited liability company ("SPH").

Recitals

- A. Company, ARCO, and SPH entered into an Amended and Restated \$67,500,000 Member Loan Agreement dated September 5, 2017 (the "Loan Agreement").
- B. Company prepaid all amounts owing under the Loan Agreement to ARCO and SPH on September 30, 2019.
- C. Company, ARCO, and SPH desire to evidence their mutual agreement to terminate the Loan Agreement.

Agreement

NOW THEREFORE, Company, ARCO, and SPH hereby agree that (i) the Loan Agreement is terminated effective as of 12:00 p.m. central time on September 30, 2019, and (ii) the Loan Agreement will be of no further force or effect, and the rights and obligations of each of the parties thereunder shall terminate, except for the rights and obligations of the parties that are to survive the termination of the Loan Agreement under Sections 9.4, 9.5, and Article 12, and Article 14.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. An electronic or facsimile copy of this Agreement bearing the signature of any party shall be binding upon such party to the same extent as an original counterpart of this Agreement bearing such party's signature.

[Signature Page Follows]

IN WITNESS WHEREOF, this Termination of Amended and Restated \$67,500,000 Member Loan Agreement has been executed by the duly authorized representatives of Company, ARCO, and SPH as of the Effective Date.

ARCO:

ARCO MIDCON LLC

Gerald J. Maret
Name: Gerald J. Maret
Title: President

SPH:

SEAPORT PIPELINE HOLDINGS LLC

Name:

Title:

COMPANY:

OLYMPIC PIPE LINE COMPANY LLC

By: Marc Horn
Name: marc horn
Title: President

IN WITNESS WHEREOF, this Termination of Amended and Restated \$67,500,000 Member Loan Agreement has been executed by the duly authorized representatives of Company, ARCO, and SPH as of the Effective Date.

ARCO:

ARCO MIDCON LLC

Name:

Title:

SPH:

SEAPORT PIPELINE HOLDINGS LLC

x 

Name: Daniel R. Revers

Title: President

COMPANY:

OLYMPIC PIPE LINE COMPANY LLC

By: _____

Name:

Title: