

EXECUTION VERSION

INTEREST

PURCHASE AGREEMENT

BY AND BETWEEN

ARCO MIDCON LLC, AS SELLER

AND

ENBRIDGE HOLDINGS (OLYMPIC) L.L.C., AS BUYER

DATED AUGUST 4, 2010

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INTEREST PURCHASE AGREEMENT

This Interest Purchase Agreement ("*Purchase Agreement*") is made and entered into as of this 4th day of August, 2010 (the "*Execution Date*"), and shall be effective as of the third Business Day thereafter, by and between ARCO Midcon LLC, a Delaware limited liability company ("*ARCO*" or "*Seller*"), having its principal operating office at 501 WestLake Park Boulevard, Houston, Texas 77079, and Enbridge Holdings (Olympic), L.L.C., a limited liability company organized under the State of Delaware, having its office at 1100 Louisiana Street, Suite 3300, Houston, Texas 77002 (referred to herein as "*Buyer*"). Seller and Buyer are referred to herein individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

WHEREAS, ARCO owns 35% of the common stock (being 8,750 shares) of Olympic Pipe Line Company, a corporation organized under the laws of the State of Delaware ("*Olympic*," with 20% of the common stock (being 5,000 shares) of Olympic out of such 35% owned by ARCO referred to herein as the "*Olympic Shares*"), which is the owner of a petroleum products pipeline in Washington and Oregon (the "*Pipeline System*");

WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and accept from Seller, the Olympic Shares, upon the terms and conditions of this Purchase Agreement; and

WHEREAS, in connection with its acquisition of the Olympic Shares, Buyer desires to assume the Assumed Liabilities (as defined below) upon the terms and conditions of this Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants, conditions and agreements set forth herein, the Parties hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Definitions.

1.1(a) As used herein the following terms have the meanings defined below:

"1933 Act" has the meaning set forth in Section 5.7.

"AAA" has the meaning set forth in Section 14.3.

"AAA Rules" has the meaning set forth in Section 14.3.

“*Affiliate*” means, when used with respect to a Party, any other Person that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified Party. For purposes of this definition, “control” shall mean ownership of more than fifty percent (50%) of either the outstanding voting stock of the controlled entity, as to corporations, or other ownership interests which carry with them the right to direct the policies and management of the subject entity, as to non-corporate entities.

“*Arbitrable Dispute*” means, subject to Article 14, any and all disputes, claims, counterclaims, demands, causes of action, controversies and other matters in question arising out of or relating to this Purchase Agreement or alleged breach hereof, or relating to matters that are the subject of this Purchase Agreement, the transactions contemplated by this Purchase Agreement or alleged breach hereof, including any disputes regarding a Party’s indemnification obligations pursuant to Article 11, or the relationship between the Parties under this Purchase Agreement, regardless of whether (a) extra-contractual in nature, (b) sounding in contract, tort or otherwise, (c) provided for by law or otherwise, or (d) the matter would result in damages or any other relief, whether at law, in equity or otherwise; *provided, however*, that “Arbitrable Dispute” does not include disputes that by the terms of this Purchase Agreement relate to, arise out of or are in connection with (i) a breach of the Confidentiality Agreement, (ii) a Party’s termination of, or right to terminate, this Purchase Agreement, or (iii) a Closing Failure Breach.

“*ARCO*” has the meaning set forth in the Preamble.

“*Assigned Contracts*” means those Contracts that are listed on the Assigned Contracts Schedule attached hereto, as the same have been amended, modified and supplemented prior to the Closing, in each case to the extent assignable and actually assigned pursuant to the terms thereof.

“*Assumed Liabilities*” means all liabilities, obligations, responsibilities, costs and expenses of whatever kind and nature, primary or secondary, direct or indirect, absolute or contingent, whether based in common law or statute or arising under written contract or otherwise (including under Environmental Law), known or unknown, liquidated or unliquidated, real or potential, tangible or intangible, whether or not accrued, now existing or arising at any time prior to, on or after the Closing Date, whether caused by, arising out of, incurred in connection with or relating in any way to the Olympic Shares or the ownership, use, construction, operation, maintenance, repair, expansion or management of the Pipeline System (to the extent attributable to the Olympic Shares) as heretofore, currently or hereafter conducted (including all past, present, and future liabilities (i) of Seller associated with the Pipeline System (to the extent attributable to the Olympic Shares) and the Olympic Shares, or (ii) of Seller, its predecessor(s), or any member of the BP Group relating to any past or present ownership, use, construction, operation, maintenance, repair, expansion or management of such Pipeline System (to the extent attributable to the Olympic Shares) or ownership of such Olympic Shares, including liabilities and indemnification obligations of Seller, its predecessor(s), or any member of the BP Group relating to any pipelines that were contributed to and are presently owned by

Olympic), other than (x) the Excluded Liabilities, (y) any obligations or liabilities of Seller arising under Section 11.1(a) of this Purchase Agreement, and (z) any federal, state or local income taxes imposed on Seller.

“*Base Price*” means \$25,000,000.

“*Books and Records*” means originals or copies in Seller’s possession of engineering, property, property tax, contract and land books and records in their present form, that (i) relate solely to the Pipeline System and (ii) do not constitute Excluded Assets or relate to Excluded Liabilities.

“*BP Group*” means, individually and collectively, (i) Seller, (ii) BP Corporation North America Inc., (iii) BP Pipelines (North America) Inc., (iv) Atlantic Richfield Company, (v) BP p.l.c. and (vi) the Affiliates of each of the Persons identified in clauses (i)-(v).

“*Business Day*” means any day except Saturday, Sunday or federal or state holidays on which banks are authorized to be closed.

“*Buyer*” has the meaning set forth in the Preamble.

“*Buyer Group*” has the meaning set forth in Section 11.1(a).

“*Claimant*” has the meaning set forth in Section 14.3(a).

“*Closing*” has the meaning set forth in Section 10.1.

“*Closing Date*” has the meaning set forth in Section 10.2.

“*Closing Failure Breach*” has the meaning set forth in Section 13.3.

“*Commercially Reasonable Efforts*” means efforts which are reasonably within the contemplation of the Parties on the Execution Date, which are designed to enable a Party, directly or indirectly, to satisfy a condition to, or otherwise assist in the consummation of, the transactions contemplated by this Purchase Agreement and which do not require the performing Party to expend any funds or assume liabilities other than expenditures and liabilities which are reasonable in nature and amount in the context of the transaction contemplated by this Purchase Agreement; *provided, however*, that Buyer shall have no obligation to proffer or consent to a Divestiture Order in order to remedy any concerns that any Governmental Authority may have, or proffer or consent to any other restriction, prohibition or limitation on any of the Olympic Shares in order to remedy any such concerns; *provided further* that Seller shall not have any obligation to expend any out-of-pocket amounts or incur any liabilities in connection with the transfer of any Assigned Contract to Buyer.

“*Confidentiality Agreement*” has the meaning set forth in Section 7.1(a).

“*Contract*” means any agreement, tariff, contract, franchise, license or lease, including all amendments, modifications and supplements thereto.

“*CPT*” means prevailing local time in Houston, Texas.

“*Data*” has the meaning set forth in Section 7.1(a).

“*Differences or Conflicts*” has the meaning set forth in Section 11.3(b).

“*Divestiture Order*” means a ruling or request by a Governmental Authority which obligates Buyer to sell, divest, or hold separate any particular assets, categories of assets or lines of business (either represented by the Olympic Shares or any other assets or lines of business of Buyer or any of its Affiliates), as a condition to such Governmental Authority granting its approval under applicable law with respect to Buyer’s acquisition of the Olympic Shares as part of the transactions contemplated hereby.

“*Dollar*” and “*\$*” means the lawful currency of the United States of America.

“*Environmental Law*” means all federal, state, local, tribal and foreign statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law concerning public health and safety, worker health and safety, and pollution or protection of the environment, conservation of resources or natural resource damages, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, emission, labeling, testing, processing, discharge, release, remediation, threatened release, control, or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, radionuclides, lead, mercury, noise or radiation, as such of the foregoing are enacted or in effect, prior to, on, or after the Closing Date.

“*Excluded Assets*” means those assets listed on the Excluded Assets Schedule attached hereto, all Third Party IP Contracts, all Intellectual Property owned by the BP Group, ARCO’s ownership interest in 15% of the common stock of Olympic other than the Olympic Shares and any other asset owned by Seller or its Affiliates other than the Olympic Shares; *provided that*, for the avoidance of doubt and as set forth on the Excluded Assets Schedule, the Excluded Assets shall not include any asset listed specifically, and not merely described generically, on the Assigned Contracts Schedule.

“*Excluded Liabilities*” means those liabilities listed on the Excluded Liabilities Schedule attached hereto.

“*Execution Date*” has the meaning set forth in the preamble.

“*Fixed Return Payment*” means an amount equal to (i) the Base Price minus \$13,500,000, multiplied by (ii) a rate of interest of 11% per annum, multiplied by (iii) a

fraction, the numerator of which is the number of days from the date of the last payment of cash dividends made to Seller as a shareholder of Olympic prior to the Closing Date until the last day immediately prior to the Closing Date, and the denominator of which is the total number of days of the year in which the Closing occurs.

“*Fundamental Representation*” means (i) in the case of Seller, the representations and warranties contained in Sections 3.1, 3.2, 3.4(a), 3.5, 4.1 and 4.2, and (ii) in the case of Buyer, the representations and warranties contained in Sections 5.1, 5.2 and 5.4(a).

“*Governmental Authority*” means any federal, state, local, foreign, tribal or other governmental or administrative authority (including any agency or political subdivision thereof), court or tribunal having jurisdiction.

“*Indemnified Party*” has the meaning set forth in Section 11.3(a).

“*Indemnifying Party*” has the meaning set forth in Section 11.3(a).

“*Influence*” means to use Commercially Reasonable Efforts to cause Olympic to take or refrain from taking a particular action, including (i) notifying or requesting (if applicable) Olympic to take or refrain from taking such action, and (ii) with respect to a covenant or agreement of Seller relating to Olympic, that Seller will exercise any voting, consent, approval or waiver rights available to Seller in a manner consistent with the applicable covenant or agreement.

“*Initial Bid Package*” has the meaning set forth in Section 6.3(a).

“*Intellectual Property*” means trade marks, service names, trade names, logos, patents, utility models, supplementary protection certificates, inventions, trade secrets, know-how, designs, design rights, copyrights, database rights, domain names and URLs, all technical information, software to the extent any of the foregoing are represented, embedded or embodied within such software, and all other proprietary rights (whether or not the same are registered or capable of registration) anywhere in the world and all applications for, or for the protection of, any of the foregoing and all rights (including licenses) under or in the above.

“*Knowledge*” means the present actual knowledge, without investigation, of the individuals listed on Schedule 1.1.

“*Losses*” means (i) claims, demands, complaints, actions, litigation, hearings, lawsuits, proceedings, investigations, charges, damages, fines, penalties, deficiencies, judgments, injunctions, orders, decrees, rulings, losses, liabilities, amounts paid in settlement, obligations and liens, and (ii) with respect to contesting and defending any Third Party Action (but for the avoidance of doubt, not with respect to any claim asserted by one Party against another Party), costs and reasonable expenses (including reasonable attorneys’ fees and expenses, interest, court costs and other costs of suit, litigation or other proceedings of any kind or of any claim, default or assessment).

“Major Loss” means Seller’s aggregate allocable share (to the extent of the Olympic Shares) of any damage, destruction or other casualty losses with respect to the Pipeline System, taken as a whole, that individually or in the aggregate have an estimated cost (as reasonably determined by Seller) to repair or replace of more than twenty percent (20%) of the Base Price.

“Material Adverse Effect” means any state of facts, change, development, event, effect, condition or occurrence that is materially adverse to the current business, assets, properties, liabilities, results of operations or condition (financial or otherwise) of the Olympic Shares, taken as a whole; *provided, however*, that no state of facts, change, development, event, effect, condition or occurrence attributable to or resulting from any of the following shall be deemed by itself or by themselves, either alone or in combination, to constitute or contribute to a Material Adverse Effect: (i) general economic conditions or changes therein; (ii) fluctuations in the financial, credit, banking or securities markets (including any disruption thereof, any decline in the price of any security or any market index or changes in interest rates); (iii) conditions affecting any or all of the international, national, regional or local oil or petroleum products production, transportation, distribution, refining, terminaling or retail industries or systems unless solely affecting the Pipeline System; (iv) changes in the international, national, regional or local markets for commodities or supplies, including energy and fuel, used in the business of Seller including its interests in Olympic and the Pipeline System; (v) any changes in tax, securities or other laws, rules, regulations, orders, or other binding directives issued by any Governmental Authority; (vi) any action, omission, change, effect, circumstance or condition set forth in this Purchase Agreement or any ancillary agreements or attributable to the execution, performance or announcement of this Purchase Agreement or any ancillary agreements or the transactions contemplated hereby or thereby; (vii) national or international, political or social conditions, including the engagement by the United States in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States; (viii) earthquakes, hurricanes or similar catastrophes, or weather or any weather related event, or any other acts of God; (ix) the public disclosure of this Purchase Agreement, the transactions or the identity or involvement by Buyer or any of its Affiliates; (x) changes in Seller’s, the BP Group’s, or Olympic’s credit rating, or the failure of Olympic to meet projections or forecasts, whether internal or maintained by analysts; (xi) a Major Loss that Olympic is diligently proceeding to repair or rectify in accordance with Section 10.2 and with respect to which Seller reasonably estimates that such repairs will be completed within one hundred eighty (180) days; (xii) an amendment, expiration or breach of an Assigned Contract (other than a Material Contract); or (xiii) any action or omission required or permitted to be taken or omitted to be taken by Seller pursuant to this Purchase Agreement or which is otherwise taken or omitted to be taken with the prior consent of Buyer.

“Material Contract” means any Assigned Contract listed on the Material Contracts Schedule.

“*Notice of Modification*” has the meaning set forth in Section 7.1(c)(i).

“*Olympic*” has the meaning set forth in the Recitals.

“*Olympic Financing Agreement*” means that certain 2007 Financing Agreement dated as of December 31, 2007, by and among ARCO, Enbridge Holdings (Olympic) L.L.C., and Olympic.

“*Olympic Interest Payment*” means the amount as of the Closing Date of all accrued but unpaid interest under each of (i) the Olympic Shareholders Loan Agreement, to the extent of twenty percent (20%) thereof, and (ii) the promissory note in a face amount of \$5,250,000 payable to the order of ARCO issued under the Olympic Financing Agreement, as multiplied by a fraction, the numerator of which is twenty (20) and the denominator of which is thirty-five (35).

“*Olympic Shareholders Agreement*” means that certain Olympic Pipeline Company Shareholders Agreement between Olympic, ARCO, and Enbridge Holdings (Olympic) L.L.C. dated as of January 31, 2006, as amended from time to time.

“*Olympic Shareholders Loan Agreement*” means that certain \$60,000,000 Shareholders Loan Agreement dated as of May 1, 2006, by and among ARCO, Enbridge Holdings (Olympic) L.L.C., and Olympic.

“*Olympic Shares*” has the meaning set forth in the Recitals.

“*Ordinary Course of Business*” means the ordinary course of business consistent with the relevant Person’s practices during the year prior to the Execution Date (including as such practices may have been changed, modified, supplemented or eliminated during such period); *provided* that, for purposes of this Purchase Agreement, “Ordinary Course of Business” includes all reasonably necessary actions taken in connection with, in contemplation of or in preparation for the sale of the Olympic Shares, the Closing and any other transaction contemplated by this Purchase Agreement.

“*Party*” and “*Parties*” have the meanings set forth in the Preamble.

“*Person*” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, undivided joint interest operation or Governmental Authority.

“*Pipeline System*” has the meaning set forth in the Recitals.

“*Purchase Agreement*” means this Interest Purchase Agreement, including the Exhibits and Schedules attached hereto, as amended, modified and supplemented from time to time.

“*Purchase Price*” has the meaning set forth in Section 2.2(a).

“*Real Property Interests*” means any parcels of land owned in fee simple, or any parcels of land subject to leases, easements, rights-of-way, franchises, permits, licenses and other rights and interests in real property.

“*Respondent*” has the meaning set forth in Section 14.3(a).

“*Seller*” has the meanings set forth in the Preamble.

“*Seller Group*” has the meaning set forth in Section 11.1(b).

“*Seller Information*” means all information concerning the BP Group, other than information that relates exclusively to Olympic, the Pipeline System and the Assumed Liabilities and other than any such information that is available to the public, or hereafter becomes available to the public, other than as a result of a breach of Section 7.2(a).

“*Taxes*” means all taxes, charges, fees, imposts, duties, levies, withholdings or other assessments imposed by any Governmental Authority, including environmental taxes, excise taxes, customs, duties, utility, property, income, sales, use, value added, transfer and fuel taxes, and any interest, fines, penalties or additions to tax attributable to or imposed on or with respect to any such assessment, including all applicable income, sales, use, excise, business, occupation or other tax, if any, relating in any way to this Purchase Agreement or any other service, supply or operating agreement.

“*Termination Date*” means the later to occur of (a) one hundred twenty (120) days after the Execution Date, (b) the date to which the Termination Date is extended under the provisions of Section 10.2, if applicable, or (c) such other date as the Parties may mutually agree to in writing.

“*Third Party*” means any Person other than Seller or Buyer, or their respective Affiliates.

“*Third Party Action*” has the meaning set forth in Section 11.3(a).

“*Third Party IP Contracts*” means Contracts pursuant to which a member of the BP Group derives the right to possess and use Intellectual Property owned by any Third Party.

1.1(b) Other Definitional Provisions.

(i) The words “*hereof*”, “*herein*”, and “*hereunder*” and words of similar import, when used in this Purchase Agreement, refer to this Purchase Agreement as a whole and not to any particular provision of this Purchase Agreement.

(ii) The terms defined in the singular have a comparable meaning when used in the plural, and vice versa.

(iii) Whenever the Parties have agreed that any approval or consent shall not be “*unreasonably withheld*,” such phrase also includes the Parties’ agreement that the approval or consent shall not be unreasonably delayed or conditioned.

(iv) Reference to “*day*” or “*days*” in this Purchase Agreement refers to calendar days unless otherwise stated.

(v) Whenever the words “*include*,” “*includes*” or “*including*” are used in this Purchase Agreement, they are deemed to be followed by the words “*without limitation*.”

(vi) All references to Sections, Exhibits and Schedules mean those numbered sections or paragraphs in this Purchase Agreement and those Exhibits and Schedules attached hereto and made a part of this Purchase Agreement, respectively.

ARTICLE 2

PURCHASE AND SALE OF THE OLYMPIC SHARES

2.1 Purchase and Sale of the Olympic Shares. Subject to the terms and conditions of this Purchase Agreement, on the Closing Date, (i) Seller shall sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, acquire, accept, assume and receive from Seller, all of Seller’s right, title and interest in and to the Olympic Shares, (ii) Seller shall make the other conveyances, assignments, and transfers contemplated by Section 2.3, and (iii) Buyer shall assume the Assumed Liabilities as contemplated by Section 2.3(b). For the avoidance of doubt, this Purchase Agreement does not, and is not intended to, provide for a conveyance of any interests held by any Affiliates of Seller in or to any Excluded Assets.

2.2 Purchase Price; Payment of Purchase Price.

2.2(a) Purchase Price. The total purchase price to be paid by Buyer to Seller in consideration for the Olympic Shares shall be (i) the Base Price plus (ii) the Olympic Interest Payment plus (iii) the Fixed Return Payment (the “*Purchase Price*”). The Purchase Price shall be payable as set forth in this Section 2.2.

2.2(b) Signing Date Deliverables. Contemporaneously with execution of this Purchase Agreement, Buyer and Seller, as applicable, shall deliver to one another duly executed copies of the following instruments:

(i) Signing Date Deliverable. Buyer shall deliver a guaranty from one of Buyer’s creditworthy Affiliates (which Affiliate shall be acceptable to Seller), a copy of which is attached hereto as Exhibit A, whereby such Affiliate guarantees payment of Buyer’s obligations under this Purchase Agreement.

(ii) Buyer and Seller shall deliver amendments to the Olympic Financing Agreement, the Olympic Shareholders Loan Agreement and the Olympic

Shareholders Agreement substantially in the forms attached hereto as Exhibits B-1 through B-3 pursuant to which Buyer shall assume ARCO's rights and obligations thereunder to the extent of the Olympic Shares arising from and after the Closing Date.

2.2(c) Closing Date Payments. On the Closing Date, Buyer shall pay to Seller's designee, in immediately available funds by wire transfer to an account designated by Seller, the Purchase Price.

2.3 Instruments of Conveyance, Transfer, and Assumption. At the Closing, Seller and Buyer shall deliver to one another duly executed copies of the following instruments:

2.3(a) An assignment and conveyance agreement, the form of which is attached hereto as Exhibit C, whereby Seller shall convey and transfer to Buyer all of Seller's right, title and interests in and to the Olympic Shares, subject to the terms contained herein and therein; and

2.3(b) An assignment and assumption agreement, the form of which is attached hereto as Exhibit D, which sets forth the terms and conditions under which Seller shall assign and Buyer shall accept and assume the Assumed Liabilities and the Assigned Contracts.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Subject to the exceptions, disclaimers and other matters set forth in this Purchase Agreement, any written disclosures made to Buyer prior to the Closing Date and any documents provided or made available to Buyer, and except as expressly set forth in the Schedules, Seller hereby represents and warrants to Buyer as follows:

3.1 Valid Organization. Seller is as of the Execution Date, and will be as of the Closing Date, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified or licensed to do business as a foreign entity in all states where it is necessary and required to be so qualified or licensed in order to perform the obligations and effect the transactions contemplated by this Purchase Agreement, except where the failure to be so qualified or licensed would not reasonably be expected to cause a Material Adverse Effect.

3.2 Authorization. Seller has full limited liability company power and authority to enter into this Purchase Agreement and carry out the transaction contemplated hereby. This Purchase Agreement is a valid and binding agreement of Seller, enforceable against Seller in accordance with its terms, except (a) as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights, and (b) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding for the same may be brought.

3.3 Consents. Except as set forth on Schedule 3.3, no consent, approval of or by, or filing with or notice to any other Person, including any Governmental Authority, is required with respect to Seller in connection with the execution, delivery or enforceability of this Purchase Agreement or the consummation of the transactions provided for hereby, except where the failure to obtain such consent or approval, make such filing or give such notice would not reasonably be expected, individually or in the aggregate, to cause a Material Adverse Effect.

3.4 No Violation. Neither the execution and delivery of this Purchase Agreement nor the performance by Seller of its obligations under this Purchase Agreement nor the consummation of the transactions contemplated by this Purchase Agreement will, assuming receipt of the consents set forth on Schedule 3.3, (a) violate any provision of the certificate of formation or limited liability company agreement of Seller; (b) violate, constitute a breach of or result in the creation or imposition of any lien or encumbrance upon the Olympic Shares under any agreement or commitment to which Seller is a party or by which Seller is bound or otherwise; or (c) to the Knowledge of Seller, violate any statute or law or any judgment, decree, order, regulation or rule of any Governmental Authority to which Seller is subject, except where such violation of any provision in clauses (b) and (c) would not reasonably be expected, individually or in the aggregate, to cause a Material Adverse Effect.

3.5 Title to the Olympic Shares; Encumbrance. Seller has good and valid title to the Olympic Shares free and clear of all liens, security interests and encumbrances created by Seller, and such Olympic Shares are duly authorized, validly issued, fully paid, and nonassessable. Without limiting the generality of the foregoing, the Olympic Shares are not subject to any voting trust, shareholder agreement, or similar agreement.

3.6 Litigation. There is no legal, equitable, bankruptcy, administrative or other action or proceeding pending or, to the Knowledge of Seller, threatened against Seller with respect to the Olympic Shares, before any arbitrator or Governmental Authority.

3.7 Material Contracts. Seller has not received as of the Execution Date written notice of breach of any Material Contract that would reasonably be expected, individually or in the aggregate, to cause a Material Adverse Effect.

3.8 No Broker. Seller has not retained or employed any broker, finder, or similar agent, or otherwise taken any action in connection with the negotiations relating to this Purchase Agreement and the transactions contemplated hereby in a manner so as to give rise to any claims against Buyer for any brokerage commission, finder's fee or other similar payment.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES CONCERNING OLYMPIC

Subject to the exceptions, disclaimers and other matters set forth in this

Purchase Agreement, any written disclosures made to Buyer prior to the Closing Date and any documents provided or made available to Buyer, and except as expressly set forth in the Schedules, Seller hereby represents and warrants to Buyer as follows:

4.1 Valid Organization as to Olympic. Olympic is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified or licensed to do business as a foreign entity in all states where it is necessary and required to be so qualified or licensed in order to operate its business as currently conducted, except where the failure to be so qualified or licensed would not reasonably be expected to cause a Material Adverse Effect.

4.2 Capitalization as to Olympic; Subsidiaries.

4.2(a) Schedule 4.2 contains a complete and accurate listing of the equity capitalization of Olympic and Seller's ownership in Olympic.

4.2(b) Olympic is not a party to any written or oral agreement for, and Olympic has not granted or issued, or agreed to grant or issue, to any Person any option or right for, the purchase, subscription, allotment or issue of any unissued interests, units or other securities of Olympic. Olympic has no subsidiaries nor owns equity interests in any other Person.

4.3 Taxes as to Olympic. Olympic has filed in a timely manner all required federal, state and local income, sales, use, property and franchise tax returns, and has paid (except for amounts being diligently contested in good faith) all required tax or similar assessments arising from or related to its businesses or assets, except where any failure to file or pay any tax would not reasonably be expected, individually or in the aggregate, to cause a Material Adverse Effect.

4.4 Compliance with Laws as to Olympic. Olympic has not received notice from any Governmental Authority of any alleged actual or potential violations of or non-compliance with any laws, governmental regulations, orders and decrees, as they are currently enforced with respect to the businesses of Olympic, except for violations or non-compliance or other matters, if any, which would not reasonably be expected, individually or in the aggregate, to cause a Material Adverse Effect.

4.5 Litigation as to Olympic. As of the Execution Date, there is no legal, equitable, bankruptcy, administrative or other action or proceeding pending or, to the Knowledge of Seller, threatened against Olympic before any arbitrator or Governmental Authority.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

5.1 Valid Organization. Buyer is as of the Execution Date, and will be on the Closing Date, a limited liability company, validly existing and in good standing under the laws of the State of Delaware, and is duly qualified or licensed to do business in all states where it is necessary and required to be so qualified or licensed in order to perform the obligations and effect the transactions contemplated by this Purchase Agreement.

5.2 Authorization. Buyer has all requisite power and authority to enter into this Purchase Agreement, to carry out the transactions contemplated hereby and to acquire and own the Olympic Shares. This Purchase Agreement is a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except (a) as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights, and (b) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding for the same may be brought.

5.3 Consents. Except as set forth on Schedule 5.3, no consent, approval of or by, or filing with or notice to any other Person, including any Governmental Authority, is required with respect to Buyer in connection with the execution, delivery or enforceability of this Purchase Agreement or the consummation of the transactions provided for hereby.

5.4 No Violation. Neither the execution and delivery of this Purchase Agreement nor the performance by Buyer of its obligations under this Purchase Agreement, nor the consummation of the transactions contemplated by this Purchase Agreement will, assuming receipt of the consents set forth in Schedule 5.3: (a) violate any provision of the constituent organizational documents of Buyer; or (b) to the knowledge of Buyer, violate any statute or law or any judgment, decree, order, permit, regulation or rule of any court or Governmental Authority to which Buyer is subject or any contract to which Buyer is a party or by which it is bound.

5.5 Litigation. There is no legal, equitable, bankruptcy, administrative or other action or proceeding pending or, to the knowledge of Buyer, threatened against Buyer before any arbitrator or Governmental Authority, which questions or challenges the validity of this Purchase Agreement or any action taken or to be taken by Buyer pursuant to this Purchase Agreement or in connection with the transactions contemplated by this Purchase Agreement, and Buyer does not know of any such action, proceeding or investigation which is probable of assertion.

5.6 Financing. Buyer has and, as of the Closing, will have sufficient cash in immediately available funds to pay the Purchase Price, and to consummate the transaction contemplated by this Purchase Agreement, including when and as required by the terms of this Purchase Agreement.

5.7 Acquisition as Investment. Buyer is acquiring the Olympic Shares for its own account as an investment without the present intent to sell, transfer or otherwise distribute the same to any other Person, other than to an Affiliate. Buyer has made, independently and without reliance on Seller (except to the extent that Buyer has relied on

the representations and warranties of Seller expressly set forth in this Purchase Agreement), its own analysis of Olympic and the Pipeline System for the purpose of acquiring the Olympic Shares and Buyer has had reasonable and sufficient access to documents, other information and materials as it considers appropriate to make its evaluations. Buyer acknowledges that the Olympic Shares are not registered under the Securities Act of 1933, as amended (the "1933 Act") and that none of the Olympic Shares may be transferred, except as permitted under the 1933 Act and applicable state securities laws pursuant to registration or an applicable exemption under the 1933 Act. Buyer is an "accredited investor" as defined under Rule 501 promulgated under the 1933 Act.

5.8 No Broker. Buyer has not retained or employed any broker, finder, or similar agent, or otherwise taken any action in connection with the negotiations relating to this Purchase Agreement and the transactions contemplated hereby in a manner so as to give rise to any claims against the BP Group for any brokerage commission, finder's fee or other similar payment.

5.9 No Knowledge of Misrepresentations or Omissions. Buyer has no knowledge as of the Execution Date that any representation or warranty of Seller contained in this Purchase Agreement or any agreement contemplated hereby is not true and correct in all material respects, and Buyer has no knowledge of any material errors in, or material omissions from, the Exhibits and Schedules to this Purchase Agreement or the schedules, exhibits or attachments to any agreement contemplated hereby.

ARTICLE 6

CERTAIN DISCLAIMERS

6.1 "AS IS, WHERE IS". NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS PURCHASE AGREEMENT, IT IS THE EXPLICIT INTENT OF EACH OF THE PARTIES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (WHETHER EXPRESS OR IMPLIED), AT LAW OR IN EQUITY, WITH RESPECT TO SELLER, THE OLYMPIC SHARES, OLYMPIC, THE ASSETS OF OLYMPIC OR THE ASSUMED LIABILITIES, AND SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY PURPOSE OR ANY REPRESENTATION OR WARRANTY AS TO VALUE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SHALL CONVEY TO BUYER THE OLYMPIC SHARES IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR IN THE DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED AT THE CLOSING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, WITHOUT ANY GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED), AS TO THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR BUYER'S INTENDED

USE OR PURPOSE OR A PARTICULAR USE OR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. BUYER AGREES TO ACCEPT THE OLYMPIC SHARES "AS-IS", "WHERE-IS", IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR IN THE DOCUMENTS AND AGREEMENTS EXECUTED AND DELIVERED AT THE CLOSING IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED HEREBY, WITHOUT ANY GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED), AT LAW OR IN EQUITY, AS TO THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR BUYER'S INTENDED USE OR PURPOSE OR A PARTICULAR USE OR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ALL REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED), AT LAW OR IN EQUITY, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, ARE EXCLUDED. SELLER AND THE OTHER MEMBERS OF THE BP GROUP DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (WHETHER ORALLY OR IN WRITING) TO BUYER OR THE OTHER MEMBERS OF BUYER GROUP, INCLUDING WITH RESPECT TO SELLER, OLYMPIC, THE OLYMPIC SHARES, THE ASSETS OF OLYMPIC, THE PIPELINE SYSTEM OR THE ASSUMED LIABILITIES. IN ENTERING INTO THIS PURCHASE AGREEMENT, BUYER HAS HAD THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AS IT CONSIDERED APPROPRIATE.

6.2 Title to Real Property Interests. Buyer acknowledges that Seller does not make any warranty or representation, either express or implied, (i) as to title to, or any encumbrances of or on, any Real Property Interests related to the Pipeline System, or (ii) as to the completeness or contiguity of any Real Property Interests related to the Pipeline System. Seller shall provide or cause to be provided for inspection, at Buyer's request, any instruments and conveyances in Seller's possession or control which evidence Seller's right, title and interests in and to the Olympic Shares.

6.3 Certain Disclaimers. Except as otherwise expressly set forth in this Purchase Agreement and the instruments, documents and agreements referred to herein or executed in connection with the transactions contemplated hereby:

6.3(a) Buyer expressly acknowledges that neither Seller, nor any of the other members of the BP Group or any other Person has made any representation or warranty, express or implied, at law or in equity, as to the accuracy or completeness of any information regarding Seller, the Olympic Shares, the Pipeline System, Olympic or the Assumed Liabilities, except as expressly set forth in this Purchase Agreement or in the documents and agreements executed and delivered at the Closing in connection with the transactions contemplated hereby, and Buyer further agrees that neither Seller, nor any of the other members of the BP Group or any other Person shall have or be subject to any liability to Buyer or to any other Person resulting from the distribution to Buyer and the other members of Buyer Group, or its or their use of, and Buyer agrees that it shall be

deemed to have not relied for any purpose on, any such information, including the confidential information memorandum for the Olympic Shares dated February 2010 (the “*Initial Bid Package*”), and any information, document or material made available to Buyer in data rooms (including electronic data rooms), management presentations or any other form in expectation of the transactions contemplated by this Purchase Agreement, and Buyer acknowledges it is not relying on any such information;

6.3(b) Buyer expressly acknowledges (i) the disclaimers of the BP Group, including those set forth in Sections 6.1 and 6.3(a) above, and (ii) that there are uncertainties inherent in any estimates, projections and other forecasts and plans provided by the BP Group to Buyer Group, including any such information contained in the Initial Bid Package and any information, document or material made available to Buyer Group in data rooms (including electronic data rooms), management presentations or any other form in expectation of the transactions contemplated by this Purchase Agreement, and Buyer acknowledges it is not relying on any such information, that Buyer is aware of and familiar with such uncertainties and that Buyer takes full responsibility for making its own evaluation of the adequacy and accuracy of any such estimates, projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates, projections and forecasts) in connection with the transactions contemplated by this Purchase Agreement. Accordingly, neither Seller nor any other member of the BP Group makes any representations or warranties with respect to such estimates, projections and other forecasts and plans (including the reasonableness of the assumptions underlying such estimates, projections and forecasts). Buyer acknowledges that it has had sufficient opportunity to make whatever investigation it has deemed necessary and advisable for purposes of determining whether or not to enter into this Purchase Agreement.

ARTICLE 7

OBLIGATIONS OF THE PARTIES

7.1 Covenants of Seller. Seller hereby covenants and agrees with Buyer that:

7.1(a) Access and Information. Subject to the provisions of the letter agreement between Enbridge (U.S.) Inc. and BP Pipelines (North America) Inc. with respect to confidentiality dated on February 19, 2010 (the “*Confidentiality Agreement*”) and upon reasonable notice, Seller shall use Commercially Reasonable Efforts to provide to Buyer, or cause to be provided to Buyer, at a location selected by Seller in its sole discretion during normal business hours throughout the period between the Execution Date and the Closing Date, access to the Books and Records and other data and information concerning Olympic, the Olympic Shares and the Pipeline System in Seller’s possession or control (the “*Data*”) which may reasonably be requested by Buyer, and shall use Commercially Reasonable Efforts to make available, or cause to be made available, such personnel of Seller during normal business hours as may reasonably be requested for the furnishing of such Data, *provided* that Data shall not include any (i) data or information relating to BP Group operations or businesses other than Olympic, the Olympic Shares, or the Pipeline System, or (ii) data or information subject to legal privilege or obligations of

confidentiality owed to Third Parties; *and further provided* that Buyer shall not have the right to conduct any environmental sampling or testing at or around the Pipeline System. During this period, Buyer shall not contact or communicate with any employees of, customers of (including shippers), distributors of or suppliers to the Pipeline System without Seller's prior written consent, except as necessary in Buyer's Ordinary Course of Business.

7.1(b) Conduct of Business. From the Execution Date until the Closing, (i) Seller shall Influence Olympic to operate the Pipeline System in the Ordinary Course of Business and (ii) except as provided in this Purchase Agreement, Seller shall not enter into any transaction, or perform any acts which would prevent the consummation of the transactions contemplated herein.

7.1(c) Schedules.

(i) From the Execution Date through and including the Closing Date, Seller shall notify Buyer in writing of additions or changes to the Schedules to this Purchase Agreement required to reflect events since the Execution Date or facts discovered by Seller after the Execution Date so as to cause any of Seller's representations and warranties contained herein (other than any which speak as to a particular date) to be true and correct in all material respects as of the Closing Date (each such notice, a "*Notice of Modification*"). Notices of Modification given by Seller pursuant to this Section 7.1(c) shall be deemed to have amended the Schedules, to have qualified Seller's representations and warranties contained in Article 3 or Article 4 (as applicable), and to have corrected any misrepresentation or breach of warranty that otherwise might have existed hereunder by reason of the fact, circumstance, event or development (with the result that no misrepresentation or breach shall be deemed to have occurred), in each case to the extent of the disclosure contained in such notice, including for purposes of Sections 8.1 and 11.1(a).

(ii) If such additions or changes (either individually or in the aggregate) would cause a Material Adverse Effect, then Buyer may elect as its sole remedy, by written notice to Seller delivered not later than five (5) days following receipt of the applicable Notice of Modification, to terminate this Purchase Agreement in accordance with Section 10.3(f). The Parties acknowledge and agree that Buyer's failure to so elect within such five- (5-) day period shall be deemed a consent to the modification of the Schedules as set forth in the Notice of Modification and a waiver of Buyer's right pursuant to this Section 7.1(c)(ii) to terminate this Purchase Agreement with respect thereto and any other remedy.

7.2 Covenants of Buyer. Buyer hereby covenants and agrees with Seller that:

7.2(a) Confidentiality.

(i) Buyer acknowledges that all information provided to any of it and its Affiliates (including for the avoidance of doubt their respective directors, officers, employees, counsel, auditors, accountants, agents, advisors and other representatives) by

the BP Group (including for the avoidance of doubt, their respective directors, officers, employees, counsel, auditors, accountants, agents, advisors and other representatives) is subject to the terms of the Confidentiality Agreement, the terms of which are hereby incorporated herein by reference; *provided* that in the event of any conflict between any term or condition of this Purchase Agreement and the terms or conditions of the Confidentiality Agreement, the terms and conditions of this Purchase Agreement shall govern. Effective upon, and only upon, the Closing, the Confidentiality Agreement shall terminate only with respect to information provided to any of Buyer or its Affiliates (including for the avoidance of doubt their respective directors, officers, employees, counsel, auditors, accountants, agents, advisors and other representatives) that relates solely to the Olympic Shares, the Pipeline System and the Assumed Liabilities. Buyer acknowledges that any and all information provided or made available to any of it or its Affiliates (including for the avoidance of doubt their respective directors, officers, employees, counsel, auditors, accountants, agents, advisors and other representatives) by or on behalf of the BP Group (other than information relating solely to the Olympic Shares, the Pipeline System and the Assumed Liabilities) shall remain subject to the terms and conditions of the Confidentiality Agreement on and after the Closing Date.

(ii) Buyer agrees that, from and after the Execution Date, Buyer shall, and shall cause its Affiliates (including for the avoidance of doubt their respective directors, officers, employees, counsel, auditors, accountants, agents, advisors and other representatives) to keep the Seller Information confidential, except to the extent that disclosure of any such Seller Information is requested or required by law (by oral questions, interrogatories, requests for information or other documents in legal proceedings, subpoena, civil investigative demand or any other similar legal process) or legal or administrative process or authorized by the BP Group or reasonably occurs in connection with disputes over the terms of this Purchase Agreement. The provisions of this Section 7.2(a) shall not apply to any information, documents or materials which are in the public domain or shall come into the public domain, other than by reason of a breach by Buyer of its obligations hereunder or under the Confidentiality Agreement. Furthermore, notwithstanding the foregoing, Buyer shall be permitted to disclose the Seller Information to any of its Affiliates, *provided* that such Affiliates comply with the terms of this Section 7.2(a).

7.2(b) Records. For a period of seven (7) years following the Closing Date, Buyer shall use Commercially Reasonable Efforts to provide to the BP Group (and their counsel, auditors, accountants, agents, advisors or other representatives) reasonable access to and permission to make copies of any books, records or accounts relating to the Olympic Shares and the Pipeline System through and including the Closing Date in Buyer's possession and control (and if not in Buyer's possession or control, then Buyer shall influence Olympic in favor of providing the same) at Seller's expense. Seller shall consult with Buyer so that such visits do not unreasonably interfere with Buyer's post-Closing normal operations. Buyer shall not destroy or dispose of any such books, records and accounts for a period of at least seven (7) years after the Closing Date without first giving reasonable prior notice thereof and offering to surrender to the BP Group such books, records and accounts which Buyer may intend to destroy or dispose of.

7.3 Mutual Covenants. Seller hereby covenants and agrees with Buyer and Buyer hereby covenants and agrees with Seller that:

7.3(a) Further Assurances. Each Party shall execute and deliver such instruments and take such other actions as the other Parties may reasonably request in order to carry out the intent of this Purchase Agreement.

7.3(b) Consents. Each Party shall use its Commercially Reasonable Efforts to cause the transactions contemplated by this Purchase Agreement to be consummated and, without limiting the generality of the foregoing, to make all filings with and give all notices to, Governmental Authorities and other Third Parties which may be necessary or reasonably required in connection with the consummation of the transactions contemplated by this Purchase Agreement; *provided, however*, notwithstanding any other provisions of this Purchase Agreement, it shall be Buyer's sole responsibility and Buyer shall use its reasonable efforts to obtain all consents, authorizations, and approvals of or by, and to make all filings with or notices to, (i) Third Parties which may be necessary or reasonably required in order for Buyer to obtain rights to any Assigned Contract other than a Material Contract (*provided* that Seller agrees to reasonably cooperate with Buyer in Buyer's efforts to obtain such consents) and (ii) Governmental Authorities to consummate the transactions contemplated by this Purchase Agreement.

7.3(c) Employees. Buyer has not agreed to offer, and nothing herein shall be construed to obligate Buyer to offer, employment to any officer, employee, agent, or representative of Seller, including those performing services relating to Olympic or the Pipeline System as of the Execution Date or as of the Closing Date.

7.3(d) Litigation Assistance. After the Closing Date and until the seventh (7th) anniversary thereof, each Party shall use Commercially Reasonable Efforts to provide such assistance as the other Parties may from time to time reasonably request in connection with the preparation of tax returns required to be filed, any audit or other examination by any taxing authority, any judicial or administrative proceeding relating to liability for Taxes, or any claim for refund in respect of such Taxes or in connection with any Third Party litigation and proceedings or liabilities related to the Olympic Shares, the Assumed Liabilities or the Excluded Liabilities; *provided* that nothing herein shall require the assisting Party to create, recreate, generate or obtain, in connection with rendering such assistance, any records, analyses or other documents not then in the possession or control of such assisting Party. The requesting Party shall reimburse the assisting Party for the out-of-pocket costs incurred by the assisting Party.

ARTICLE 8

CONDITIONS TO BUYER'S OBLIGATIONS

The obligations of Buyer under this Purchase Agreement to close the purchase and sale of the Olympic Shares shall be subject to the satisfaction or waiver by Buyer of each of the following conditions:

8.1 Representations and Warranties True. The representations and warranties of Seller contained in this Purchase Agreement shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date, except for (a) representations and warranties that speak as of a specific date or time (which need only be materially true and correct as of such date or time) and (b) changes permitted or contemplated by this Purchase Agreement.

8.2 Performance. Seller shall have performed and complied in all material respects with all covenants, agreements, obligations and conditions required by this Purchase Agreement to be performed or complied with by Seller on or prior to the Closing Date.

8.3 Consents. All consents and approvals set forth on Schedule 8.3 that are necessary for Buyer to own the Olympic Shares shall have been obtained.

8.4 Litigation. No action or proceeding shall have been brought by any Governmental Authority (and not subsequently dismissed, or settled or otherwise terminated) against Seller or Buyer seeking to restrain, prohibit or otherwise restrain or make illegal the consummation of the sale of the Olympic Shares by Seller to Buyer as contemplated hereby.

8.5 Closing Deliverables. Seller shall have delivered to Buyer the executed documents to be delivered by it as provided in Section 2.3 in the forms attached hereto as Exhibits B-1 through D.

ARTICLE 9

CONDITION TO SELLER'S OBLIGATIONS

The obligations of Seller under this Purchase Agreement to close the purchase and sale of the Olympic Shares shall be subject to the satisfaction or waiver by Seller of each of the following conditions:

9.1 Representations and Warranties True. The representations and warranties of Buyer contained in this Purchase Agreement shall be in all material respects true and accurate as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of such date, except for (a) representations and warranties that speak as of a specific date or time (which need only be materially true and correct as of such date or time) and (b) changes permitted or contemplated by this Purchase Agreement.

9.2 Performance. Buyer shall have performed and complied in all material respects with all covenants, agreements, obligations and conditions required by this Purchase Agreement to be performed or complied with by Buyer on or prior to the Closing Date.

9.3 Consents. All consents and approvals set forth on Schedule 9.3 that are necessary for Buyer to own the Olympic Shares shall have been obtained.

9.4 Litigation. No action or proceeding shall have been brought by any Governmental Authority (and not subsequently dismissed, or settled or otherwise terminated) against Seller or Buyer seeking to restrain, prohibit or otherwise restrain or make illegal the consummation of the sale of the Olympic Shares by Seller to Buyer as contemplated hereby.

9.5 Purchase Price and Undertakings. Buyer shall have delivered by wire transfer to the Seller (or its designee) the Purchase Price pursuant to Section 2.2(c).

9.6 Closing Deliverables. Buyer shall have delivered to Seller the executed documents provided in Section 2.3 in the forms attached hereto as Exhibits B-1 through D.

ARTICLE 10

CLOSING

10.1 Closing. The consummation of the purchase and sale of the Olympic Shares contemplated by this Purchase Agreement (the "Closing") shall be held on the Closing Date at the offices of Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois, or such other place as the Parties may agree in writing.

10.2 Closing Date. The "Closing Date" shall be 12:01 a.m. CPT on the day that Closing occurs. The Closing shall occur on the third Business Day after the Closing conditions set forth in Article 8 and Article 9 have been satisfied or waived with respect to the same (except for conditions that, by their terms, cannot be satisfied until the Closing, but subject to the satisfaction or waiver of those conditions at the Closing), as applicable; *provided*, (i) if a Major Loss has occurred, (ii) Olympic is diligently proceeding to repair or rectify any such Major Loss, (iii) Seller reasonably estimates that such repair will be completed within one hundred eighty (180) days, and (iv) all other Closing conditions in Article 8 and Article 9 have been satisfied or waived, as applicable, the Closing Date shall be extended to 12:01 a.m. CPT on the last day of the month in which such repair is substantially completed, and the Termination Date shall be extended until two hundred ten (210) days after the date of the occurrence of the Major Loss. Neither Party shall be entitled to rely for any purposes on any failure or non-fulfillment of the conditions to the obligations to consummate the Closing set forth in Article 8 and Article 9 to the extent such failure or non-fulfillment is due to the actions of such Party.

10.3 Termination. Anything contained in this Purchase Agreement to the contrary notwithstanding, this Purchase Agreement may be terminated at any time prior to the Closing Date as follows and in no other manner:

10.3(a) by written agreement of Buyer and Seller;

10.3(b) by Buyer, if any of the conditions set forth in Article 8 shall have become incapable of fulfillment, and shall not have been waived by Buyer (*provided, however*, that Buyer is not in material breach of its representations, warranties, covenants or agreements contained in this Purchase Agreement);

10.3(c) by Buyer, if the Closing shall not have occurred on or before the Termination Date (*provided, however*, that Buyer is not in material breach of its representations, warranties, covenants or agreements contained in this Purchase Agreement);

10.3(d) by Seller, if any of the conditions set forth in Article 9 shall have become incapable of fulfillment (*provided, however*, that Seller shall have provided Buyer with written notice of any breach by Buyer with reasonably detailed specificity thereof and with a reasonable opportunity for Buyer to cure such breach) and shall not have been waived by Seller (*provided, however*, that Seller is not in material breach of its representations, warranties, covenants or agreements contained in this Purchase Agreement);

10.3(e) by Seller, if the Closing shall not have occurred on or before the Termination Date (*provided, however*, that Seller is not in material breach of its representations, warranties, covenants or agreements contained in this Purchase Agreement);

10.3(f) by Buyer, if pursuant to Section 7.1(c)(ii);

10.3(g) by Buyer, if between the Execution Date and the Closing Date, there shall have occurred a Major Loss affecting the Pipeline System that has not been substantially repaired or rectified in accordance with Section 10.2;

10.3(h) by Buyer, if between the Execution Date and the Closing Date, there shall have occurred a Material Adverse Effect affecting the Pipeline System; or

10.3(i) by Buyer, if Buyer is required to sell or divest any of its current assets pursuant to any Divestiture Order.

10.4 Effect of Termination. If this Purchase Agreement is terminated pursuant to Section 10.3, neither Party shall have any right or remedy against the other Party as a result of such termination, except that this Section 10.4 shall not alter either Party's rights or any remedies available to it for any breach of this Purchase Agreement, including the rights of the Parties set forth in Section 13.3 in the event of a Closing Failure Breach.

ARTICLE 11

INDEMNIFICATION

11.1 Indemnification.

11.1(a) Indemnification Obligation of Seller. Subject to the provisions of this Article 11 (including Section 11.2), from and after the Closing Date, Seller agrees to indemnify and hold harmless Buyer and its Affiliates and its and their officers, directors, employees and contractors (collectively, "*Buyer Group*") from and against any and all Losses incurred by Buyer Group which result from, relate to or arise out of the following:

(i) any material inaccuracy in any representation or warranty of Seller contained in Article 3 or Article 4 of this Purchase Agreement (unless qualified as to the words "material" or "Material Adverse Effect" as set forth therein, in which case any inaccuracy);

(ii) any material breach by Seller of any covenant or other obligation of Seller contained in this Purchase Agreement; or

(iii) the Excluded Assets.

11.1(b) Indemnification Obligation of Buyer. Subject to the provisions of this Article 11 (including Section 11.2), from and after the Closing Date, Buyer agrees to indemnify and hold harmless Seller and the other members of the BP Group and its and their officers, directors, employees and contractors (collectively, "*Seller Group*") from and against any and all Losses (other than the Excluded Liabilities which are retained by Seller) incurred by Seller Group which result from, relate to or arise out of the following:

(i) any material inaccuracy of any representation or warranty of Buyer contained in Article 5 of this Purchase Agreement;

(ii) any material breach by Buyer of any covenant or other obligation of Buyer contained in this Purchase Agreement;

(iii) the Assumed Liabilities; or

(iv) Buyer's exercise of its rights under Section 7.1(a), regardless of cause or of any negligence, concurrent negligence or strict liability of any member of Seller Group.

11.2 Limitations on Liability.

11.2(a) Deductible and Cap. Seller shall not have any indemnification obligations for Buyer Group's Losses under Section 11.1(a)(i) unless the aggregate total of such Losses exceeds three percent (3%) of the Purchase Price, and then only to the extent such Losses exceed three percent (3%) of the Purchase Price; *provided* that in calculating Buyer Group's aggregate total Losses, individual Losses with respect to a single incident or matter in amounts less than \$250,000 shall be disregarded. Furthermore, in no event shall Seller's aggregate liability for indemnification under Section 11.1(a)(i) exceed ten percent (10%) of the Purchase Price. The limitations on indemnification set forth in this Section

11.2(a) shall not apply to Losses related to any breach of Seller's Fundamental Representations; *provided* that in no event shall Seller's aggregate liability for indemnification with respect to all claims hereunder including for Losses related to any breach of by Seller of its Fundamental Representations exceed an amount equal to one hundred percent (100%) of the Purchase Price.

11.2(b) Buyer's Indirect Losses. Notwithstanding anything to the contrary herein, if the Loss to be indemnified by Seller is an indirect Loss to Buyer, as a result of a Loss to or of Olympic arising from Buyer's ownership of the Olympic Shares, such indirect Loss to Buyer shall not exceed the quotient of (x) the Olympic Shares, divided by (y) the total number of issued and outstanding shares of capital stock in Olympic, multiplied by the Loss to or of Olympic.

11.2(c) Timeliness. Neither Party shall have an obligation to indemnify the other Party with respect to a matter if such other Party fails to deliver written notification of a claim for indemnification under Section 11.3(a) for such matter before the expiration of the applicable survival period set forth in Section 11.4.

11.2(d) No Knowledge. Buyer shall not be entitled to indemnification under this Article 11 if Buyer had knowledge prior to or on the Execution Date of the breach of any representation, warranty, covenant, agreement or obligation with respect to which Buyer is seeking indemnification under this Article 11. Buyer shall promptly notify Seller of any breach of any representation, warranty, covenant or agreement of Seller made hereunder of which Buyer has knowledge prior to or on the Execution Date.

11.3 Other Provisions Relating to Indemnification.

11.3(a) Notices, etc. Each Person entitled to indemnification pursuant to this Purchase Agreement (the "*Indemnified Party*") shall, upon obtaining knowledge of facts indicating that it may have a basis for a claim for indemnification hereunder, including receipt by it of notice of any demand, assertion, claim or proceeding by any Third Party (any such Third Party proceeding being referred to as a "*Third Party Action*") with respect to any matter as to which it may be entitled to indemnity hereunder, give prompt notice thereof in writing to the Person obligated hereunder to provide such indemnification (the "*Indemnifying Party*") together with a reasonably detailed statement identifying the basis of and facts underlying such claim and a good faith estimate of the Indemnified Party's Losses. For the avoidance of doubt, an Indemnifying Party shall have no obligation to provide indemnification pursuant to this Article 11 in the event the Indemnified Party's written notification states only a general demand for indemnification which fails to identify a specific Loss or Third Party Action relating to such claim or demand.

11.3(b) Right to Contest and Defend. The Indemnifying Party shall be given the opportunity, at its cost and expense, to contest and defend by all appropriate legal proceedings any Third Party Action with respect to which it is called upon to indemnify the Indemnified Party under the provisions of this Purchase Agreement; *provided, however*, that notice of the intention to contest and defend shall be delivered by the Indemnifying

Party to the Indemnified Party within thirty (30) days following receipt of the notice provided for in Section 11.3(a) above. Any Third Party Action which the Indemnifying Party elects to contest and defend may be conducted in the name and on behalf of the Indemnifying Party or the Indemnified Party as may be appropriate. Such Third Party Action shall be conducted by counsel employed by the Indemnifying Party, but the Indemnified Party shall have the right to participate in such Third Party Action and to be represented by counsel of its own choosing at its cost and expense; *provided that*, if the defendant(s) in any Third Party Action include both the Indemnifying Party and the Indemnified Party, and the Indemnified Party shall have reasonably concluded that (i) there may be legal defenses available to it that are inconsistent with those defenses available to the Indemnifying Party, or (ii) if there is a conflict of interest that would prevent counsel for the Indemnifying Party from also representing the Indemnified Party (clauses (i) and (ii) collectively, "*Differences or Conflicts*"), then the Indemnified Party shall have the right to engage separate counsel at the cost and expense of the Indemnifying Party. If the Indemnified Party joins in any such Third Party Action, the Indemnifying Party shall have full authority, absent any Differences or Conflicts, to determine all action to be taken with respect thereto. At any time after the commencement of defense of any Third Party Action, the Indemnifying Party may request the Indemnified Party to agree in writing to the abandonment of such contest or to the payment, compromise or settlement by the Indemnifying Party of the asserted Third Party Action, which consent, absent any Differences or Conflicts, shall not be unreasonably withheld; *provided, however*, that such consent of the Indemnified Party shall not be required in the event the payment, compromise or settlement by the Indemnifying Party of the asserted Third Person Action (i) involves only the payment of money, and not the imposition of injunctive or other equitable relief, (ii) unconditionally releases the Indemnified Party from all liability arising out of such Third Person Action, and (iii) does not include a statement as to or an admission of fault on the part of the Indemnified Party.

11.3(c) Cooperation. If requested by the Indemnifying Party, the Indemnified Party agrees to cooperate with the Indemnifying Party and its counsel in contesting any Third Party Action which the Indemnifying Party elects to contest or, if appropriate, in making any counterclaim against the Person asserting the Third Party Action, or any cross-complaint against any Person; *provided that* the Indemnifying Party shall reimburse the Indemnified Party for any reasonable expenses incurred by it in so cooperating at the request of the Indemnifying Party.

11.3(d) Right to Participate. The Indemnified Party agrees to afford the Indemnifying Party and its counsel the opportunity, at the Indemnifying Party's expense, to be present at, and to participate in, conferences with all Persons asserting any Third Party Action against the Indemnified Party and conferences with representatives of or counsel for such Persons.

11.3(e) Duty to Mitigate. The Parties shall have a duty to mitigate any Losses to which a right of indemnity applies hereunder.

11.3(f) Exclusive Remedy. From and after the Closing Date, the indemnification provisions contained in this Article 11 shall constitute the sole remedy of the Parties for all claims arising from or relating to this Purchase Agreement or any of the instruments or transactions contemplated hereby (other than any remedies that are expressly set forth in any ancillary agreement referred to herein).

11.3(g) Severability of Indemnification Provisions. If any indemnity obligation set forth in this Article 11 or the application of any part thereof is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction under applicable law, then, but only in such event, such indemnity obligation or part thereof shall be modified, read, construed and enforced to the maximum extent permitted by law, and any remaining obligations or part thereof of such indemnity obligation that is valid and enforceable shall remain in full force and effect and be binding on the Parties.

11.4 Survival of Provisions and Indemnification Obligations.

11.4(a) The representations and warranties of the Parties set forth in Article 3, Article 4 and Article 5 of this Purchase Agreement shall survive the Closing until the first anniversary of the Closing Date; *provided, however,* that the Fundamental Representations of the Parties shall survive the Closing indefinitely.

11.4(b) The covenants and the indemnification obligations (other than with respect to the representations and warranties of the Parties, which shall be governed by Section 11.4(a) above) of the Parties set forth in this Purchase Agreement shall survive the Closing as follows:

(i) in the case of covenants of the Parties (other than the covenants set forth in Sections 7.2(a)), until the first anniversary of the Closing Date, or otherwise in accordance with their terms;

(ii) in the case of the covenants of the Parties set forth in Section 7.2(a), until the third anniversary of the Closing Date; and

(iii) in the case of the indemnification obligations of the Parties set forth in Sections 11.1(a)(iii), 11.1(b)(iii) and 11.1(b)(iv), indefinitely.

11.4(c) Notwithstanding the foregoing, in the event a claim for indemnification is made in accordance with the provisions hereof on or before the expiration of the applicable survival period for the provision under which such claim is made, the obligations of the Indemnifying Party shall continue as to such claim until it has been finally resolved.

ARTICLE 12

TAXES AND CHARGES

12.1 Transfer Taxes. If and to the extent that any transfer, excise, stamp, sales, or other taxes are or become due and payable in connection with the transfer of the Olympic Shares pursuant to this Purchase Agreement, any such taxes shall be paid by Buyer. Seller and Buyer shall use Commercially Reasonable Efforts to assist and cooperate with each other in connection with establishing the applicability of any exemption from any transfer taxes.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 Damages. Notwithstanding anything herein to the contrary, neither Party shall be liable for consequential, incidental, exemplary, special, indirect or punitive damages (including lost profits, loss of production, diminution in value or other damages attributable to business interruption) arising under or in connection with this Purchase Agreement. The exclusion of consequential, incidental, indirect, special or punitive damages as set forth in the preceding sentence shall not apply to any such damages sought by Third Parties against an Indemnified Party in connection with Losses for which indemnification is owed pursuant to Article 11.

13.2 Amendment and Modification. Subject to applicable law, and except as provided in Section 7.1(c)(i), this Purchase Agreement may only be amended, modified and supplemented by written agreement of the Parties to this Purchase Agreement.

13.3 Failure to Close; Specific Performance. Each Party acknowledges and agrees that if the Closing with respect to the purchase and sale of the Olympic Shares fails to occur, or is rendered incapable of occurring, as a result of the breach by such Party of any term or provision of this Purchase Agreement (such breach, a "*Closing Failure Breach*"), the other Party would be damaged irreparably. Accordingly, each Party agrees that the applicable Parties shall be entitled to injunctive relief to prevent any such Closing Failure Breach and to enforce specifically this Purchase Agreement and the terms and provisions hereof in court, subject to Section 13.9.

13.4 Waiver of Compliance. Any failure of Seller, on the one hand, or Buyer, on the other hand, to comply with an obligation, covenant, agreement or condition contained in this Purchase Agreement may be expressly waived in writing by the non-failing Party, but such waiver or failure to insist upon strict compliance shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

13.5 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if

delivered by hand, courier service, transmitted by facsimile, or mailed, certified or registered mail with postage prepaid:

13.5(a) If to Seller, to the address first given in the Preamble above, with a copy to:

BP America Inc.
Mergers and Acquisitions
200 Westlake Park Boulevard, 11th Floor
Houston, Texas 77079
Attn: Project Manager
Telephone No: 281-366-4424
Facsimile No: 281-366-7021

BP America Inc.
c/o BP Pipelines (North America) Inc.
Mail Code 5 East
4101 Winfield Road
Warrenville, IL 60555
Attn: Senior Attorney
Telephone No.: 630-821-2423
Facsimile No.: 630-396-9888

BP America Inc.
c/o BP America Inc.
501 Westlake Park Boulevard
Houston, Texas 77079
Attn: Legal Group, U.S. General Counsel
Facsimile No: 713-375-2808

or such other Person or address as Seller shall furnish Buyer in writing.

13.5(b) If to Buyer, to:

Enbridge Holdings (Olympic) L.L.C.
3000, 425 1st Street S.W.
Calgary, Alberta, Canada
T2P 3L8
Attn: Executive Vice President, Liquids Pipelines
Telephone No.: 403-231-5727
Facsimile No: 403-231-5710

with a copy to:

Enbridge Holdings (Olympic) L.L.C.
1100 Louisiana Street, Suite 3300
Houston, Texas 77002
Attn: Senior Counsel, Liquids
Telephone No.: 713-821-2110
Facsimile No: 713-821-2229

or to such other Person or address as Buyer shall furnish to Seller in writing.

13.6 Assignment. This Purchase Agreement and all of the provisions of this Purchase Agreement shall be binding upon and inure to the benefit of the Parties to this Purchase Agreement and their respective successors and permitted assigns, but neither Party may assign this Purchase Agreement nor any of the rights, interests or obligations under this Purchase Agreement (by operation of law or otherwise) without the prior written consent of the other Party. Notwithstanding any assignment by a Party hereunder, the assigning Party shall in all events remain primarily liable for the performance of all of its obligations hereunder, unless the other Party consents in writing and the proposed assignee expressly assumes as a condition to such assignment all of the assigning Party's performance obligations hereunder. In the event Buyer or any subsequent (direct or indirect) assignee of Buyer assigns this Purchase Agreement or any of its rights or interests under Article 11 of this Purchase Agreement to a Third Party pursuant to the terms hereof, Buyer or its subsequent assignee, as applicable, shall no longer have any rights to make a claim for indemnification under Article 11 following such assignment. Any purported assignment in violation of this Section 13.6 shall be voidable at the option of the non-assigning Party or Parties.

13.7 No Third Party Beneficiaries. Except as provided in Article 6 and Article 11, this Purchase Agreement is solely for the benefit of Seller and Buyer and their respective successors and assigns, and nothing in this Purchase Agreement shall confer any rights upon any other Person.

13.8 GOVERNING LAW. THIS PURCHASE AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ANY CHOICE OF LAW RULES WHICH MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

13.9 Consent to Jurisdiction. For purposes of (i) Section 13.3 and (ii) enforcement of any arbitration awards pursuant to Article 14, Seller and Buyer (x) irrevocably submits to the exclusive jurisdiction of any Texas state court in Houston, Texas, or the United States District Court sitting in Houston, Texas, and (y) irrevocably waives any objection that it may now or hereafter have to the laying of venue in such forums and agrees not to plead or claim that any action in such forums would be

inconvenient. EACH PARTY WAIVES IRREVOCABLY ANY AND ALL RIGHTS IT MAY HAVE TO TRIAL BY JURY.

13.10 Counterparts. This Purchase Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13.11 Exhibits and Headings. Information set forth in any Exhibit or Schedule to this Purchase Agreement is deemed to have been disclosed for all purposes of this Purchase Agreement. The headings contained in this Purchase Agreement are inserted for convenience only, do not constitute a part of this Purchase Agreement, and are in no way to be construed as a limitation on the scope of particular sections to which they refer.

13.12 Entire Agreement. This Purchase Agreement (including the Exhibits, Schedules, and other documents and ancillary agreements referred to herein, which form a part of this Purchase Agreement) embodies the entire agreement and understanding of the Parties in respect of the subject matter contained herein and therein and supersedes all prior and contemporaneous agreements and understandings between the Parties with respect to such subject matter. There are no, and neither Party shall have any remedies or causes of action (whether in contract or in tort) for any, restrictions, promises, statements, warranties, covenants or undertakings with respect to the transactions contemplated hereby and thereby, other than those expressly set forth or referred to in this Purchase Agreement.

13.13 Representation By Counsel; No Strict Construction. Buyer and Seller acknowledge that each of them has been represented by counsel in connection with the negotiation of this Purchase Agreement and the transactions contemplated hereby and that the language used in this Purchase Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Purchase Agreement against the Party that drafted it has no application and is expressly waived.

13.14 Severability. Whenever possible, each provision or part thereof of this Purchase Agreement shall be interpreted in such manner as to be valid and effective under applicable law, but if any provision or part thereof of this Purchase Agreement or the application of any such provision or part thereof to any Person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or part thereof.

13.15 Time Of Essence. With regard to all rights and obligations of the Parties and all dates and time periods set forth or referred to in this Purchase Agreement, time is of the essence.

13.16 Acknowledgement of Parties; Conspicuousness. EACH OF THE PARTIES SPECIFICALLY ACKNOWLEDGES AND AGREES (1) THAT IT HAS A DUTY TO READ THIS PURCHASE AGREEMENT AND THAT IT IS CHARGED WITH NOTICE

AND KNOWLEDGE OF THE TERMS HEREOF, AND (2) THAT IT HAS IN FACT READ THIS PURCHASE AGREEMENT AND IS FULLY INFORMED AND HAS FULL NOTICE AND KNOWLEDGE OF THE TERMS, CONDITIONS AND EFFECTS OF THIS PURCHASE AGREEMENT. EACH PARTY FURTHER AGREES THAT IT WILL NOT CONTEST THE VALIDITY OR ENFORCEABILITY OF ANY SUCH PROVISIONS OF THIS PURCHASE AGREEMENT ON THE BASIS THAT THE PARTY HAD NO NOTICE OR KNOWLEDGE OF SUCH PROVISIONS OR THAT SUCH PROVISIONS ARE NOT "CONSPICUOUS".

ARTICLE 14

DISPUTE RESOLUTION

14.1 Dispute Resolution. In the event that any Arbitrable Dispute arises, the Parties shall first seek to resolve such disputes by negotiations as provided in this Article 14 between senior representatives who have authority to settle the controversy.

14.1(a) Notification. When an Arbitrable Dispute exists, a Party has the right to give the other Party written notice of the Arbitrable Dispute.

14.1(b) Meeting Between Senior Representatives. Senior representatives of the Parties shall meet at a mutually acceptable time and place within fifteen (15) days after a Party's receipt of the notice of the Arbitrable Dispute in order to exchange relevant information and to attempt to resolve the matter. If a senior representative intends to be accompanied to a meeting by an attorney, he or she shall give the other Party's senior representative at least three (3) Business Days' notice of such intention so that he or she also can be accompanied by an attorney. If a Party's senior representative does not meet with the other Party's senior representative within such fifteen (15) day period, the other Party may, at such Party's sole option, either proceed to mediation under Section 14.2 or proceed directly to arbitration under Section 14.3.

14.1(c) Confidentiality. All negotiations are confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence.

14.2 Mediation. If the Arbitrable Dispute has not been resolved within thirty (30) days after a Party's receipt of the notice provided in Section 14.1(a), either Party may initiate mediation of the Arbitrable Dispute by sending the other Party a written request that the Arbitrable Dispute be mediated. The Party receiving such a written request will promptly respond to the requesting Party so that both Parties can jointly select a neutral and impartial mediator and schedule the mediation session. The dispute shall be mediated before a neutral, third party mediator applying by reference the Commercial Mediation Procedures of the American Arbitration Association within thirty (30) days after a Party's receipt of the written request for mediation. If, within thirty (30) days after a Party's receipt of the mediation notice, the Parties do not jointly select such mediator or do not schedule a mediation session or attend the scheduled mediation session, or if the mediation

session conducted pursuant to this Section 14.2 does not result in a resolution of the dispute in question within three (3) Business Days after such conclusion of the mediation session, then either Party may proceed to arbitration under Section 14.3.

14.3 Arbitration. Any Arbitrable Dispute not resolved by agreement of the Parties pursuant to Section 14.1 or pursuant to Section 14.2 shall be resolved exclusively through final and binding arbitration using three (3) arbitrators applying by reference the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA") as in effect on the date such dispute arises, as supplemented to the extent necessary to determine any procedural appeal questions by the Federal Arbitration Act (Title 9 of the United States Code). If there is any inconsistency between the provisions of this Purchase Agreement and the AAA Rules or the Federal Arbitration Act, the provisions of this Purchase Agreement shall control.

14.3(a) Arbitration must be initiated within the applicable time limits set forth in this Purchase Agreement and not thereafter or if no time limit is given in this Purchase Agreement, within the time period allowed by the applicable statute of limitations; *provided, however*, that if a Party files a notice of Arbitrable Dispute within the applicable time limits or limitations period but such Arbitrable Dispute is not resolved before the expiration of the applicable time limits or limitations period, the time period for initiating arbitration for that specific Arbitrable Dispute shall be extended for ninety (90) calendar days. Arbitration, if initiated, must be initiated by a Party ("*Claimant*") sending written notice on the other Party ("*Respondent*") that the Claimant elects to refer the Arbitrable Dispute to binding arbitration.

14.3(b) Notwithstanding anything in Section 14.1 or Section 14.2 to the contrary, if either Party deems that time is of the essence in resolving the Arbitrable Dispute, it may initiate arbitration and seek interim measures, if appropriate, and then comply with the provisions for negotiations and mediation as long as they are fully completed before the commencement of the final hearing on the merits in the arbitration proceeding.

14.3(c) Claimant's notice initiating arbitration must identify the arbitrator Claimant has appointed. The Respondent shall respond to Claimant within thirty (30) days after receipt of Claimant's notice, identifying the arbitrator Respondent has appointed. If the Respondent does not name an arbitrator within the thirty (30) day period, the AAA will name the arbitrator for Respondent's account within thirty (30) days after expiration of such period. The two (2) arbitrators so appointed or named shall select a third arbitrator within thirty (30) days after the second arbitrator has been appointed or named. If the two appointed or named arbitrators cannot reach agreement upon the third arbitrator within the thirty (30) day period, the AAA shall promptly name an independent arbitrator to act as the third arbitrator. At least one arbitrator shall be a retired or former state or federal judge. The Parties each shall pay one-half of the compensation and expenses of the arbitrators. All arbitrators must (a) be neutral persons who have never been officers, directors, employees, or consultants or had other business or personal relationships (except acting as arbitrator) with the Parties or any of their Affiliates, officers,

directors or employees, and (b) have experience in or be knowledgeable about the matters in dispute. The location of all arbitration proceedings will be Houston, Texas.

14.3(d) The Parties and the arbitrators shall proceed diligently so that the award can be made as promptly as possible. If the amount in controversy is less than or equal to One Million Dollars (\$1,000,000), the hearing shall commence within forty five (45) Business Days after the selection of the third arbitrator. If the amount in controversy exceeds One Million Dollars (\$1,000,000), the hearing shall commence at such time as agreed by the Parties and the arbitrators but no later than three (3) months after the selection of the third arbitrator. Expedited discovery will be permitted if and as agreed by the Parties. If the Parties are unable to agree, the arbitrators shall resolve any discovery disputes consistent with the AAA Rules. Any matter involving an amount in controversy in excess of One Million Dollars (\$1,000,000) shall be treated as a large, complex commercial case as per the AAA Rules.



14.3(e) Except as provided in the Federal Arbitration Act, the decision of the arbitrators shall be binding on and non-appealable by the Parties. In rendering any decision or award, the arbitrators must abide by all terms and conditions of this Purchase Agreement, including the exclusion of consequential, incidental, indirect, special and punitive damages set forth in Section 13.1 and the covenant set forth in Section 14.3(f).

14.3(f) The Parties shall each bear their own costs and expenses (including attorneys' fees) incurred in arbitrating any Arbitrable Dispute.

* * * * *

IN WITNESS WHEREOF, **ARCO MIDCON LLC** and **ENBRIDGE HOLDINGS (OLYMPIC) L.L.C.** have caused this Purchase Agreement to be executed by their respective, duly authorized representatives as of the day and year first written above.

ARCO MIDCON LLC

By: _____  
Name: John Chandler
Title: Attorney-in-Fact

**ENBRIDGE HOLDINGS
(OLYMPIC) L.L.C.**


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, ARCO MIDCON LLC and ENBRIDGE HOLDINGS (OLYMPIC) L.L.C. have caused this Purchase Agreement to be executed by their respective, duly authorized representatives as of the day and year first written above.

ARCO MIDCON LLC

By: _____
Name: _____
Title: _____

**ENBRIDGE HOLDINGS (OLYMPIC)
L.L.C.**

By: 
Name: Terrance L. McGill
Title: President

EXECUTION VERSION

SCHEDULES TO

INTEREST

PURCHASE AGREEMENT

BY AND BETWEEN

ARCO MIDCON LLC, AS SELLER

AND

ENBRIDGE HOLDINGS (OLYMPIC) L.L.C., AS BUYER

DATED AUGUST 4, 2010

INTRODUCTION

Reference is made to that certain Interest Purchase Agreement, dated as of August 4, 2010 (the "*Purchase Agreement*"), by and between ARCO Midcon LLC, a Delaware limited liability company ("*ARCO*" or "*Seller*"), and Enbridge Holdings (Olympic) L.L.C., a limited liability company organized under the State of Delaware ("*Buyer*"). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

Matters reflected in the following Schedules are not necessarily limited to matters required by the Purchase Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes only and do not necessarily include other matters of a similar nature. Disclosure of a matter on the Schedules is not an admission by Seller as to the materiality thereof. A matter set forth in any Schedule shall be deemed to have been set forth in each other Schedule, so long as the manner in which such matter is disclosed is reasonably sufficient to make its relevance reasonably ascertainable to a reader of such disclosure.

The following Schedules are qualified in their entirety by reference to the specific provisions of the Purchase Agreement, and are not intended to constitute, and shall not be construed as constituting representations or warranties of Seller, except as and to the extent provided in the Purchase Agreement. The inclusion of any information in the Schedules shall not be construed as an admission that such information is material to Seller.

Headings have been inserted on the sections of the Schedules for convenience of reference only, shall not constitute a part of these Schedules or the Purchase Agreement, and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Purchase Agreement.

The information contained herein is in all events subject to the Confidentiality Agreement.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, NEITHER SELLER NOR ANY OTHER MEMBER OF THE BP GROUP MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THESE SCHEDULES. NONE OF SELLER, ANY OTHER MEMBER OF THE BP GROUP OR ANY OTHER PERSON SHALL HAVE OR BE SUBJECT TO ANY LIABILITY TO BUYER, OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO BUYER, OR BUYER'S USE OF, THE INFORMATION CONTAINED IN THESE SCHEDULES. FURTHERMORE, SELLER RESERVES THE RIGHT TO AMEND THESE SCHEDULES AT ANY TIME PRIOR TO THE CLOSING.

Schedules

Assigned Contracts Schedule
Material Contracts Schedule
Excluded Assets Schedule
Excluded Liabilities Schedule
Schedule 1.1 -- Persons with Knowledge
Schedule 3.1 -- Valid Organization
Schedule 3.2 -- Authorization
Schedule 3.3 -- Seller's Consents
Schedule 3.4 -- No Violation
Schedule 3.5 -- Title to the Olympic Shares; Encumbrance
Schedule 3.6 -- Litigation
Schedule 3.7 -- Material Contracts
Schedule 3.8 -- No Broker
Schedule 4.1 -- Valid Organization as to Olympic
Schedule 4.2 -- Capitalization as to Olympic; Subsidiaries
Schedule 4.3 -- Taxes as to Olympic
Schedule 4.4 -- Compliance with Laws as to Olympic
Schedule 4.5 -- Litigation as to Olympic
Schedule 5.3 -- Buyer's Consents
Schedule 8.3 -- Closing Consents and Approvals of Buyer
Schedule 9.3 -- Closing Consents and Approvals of Seller

ASSIGNED CONTRACTS SCHEDULE

CONTRACT	DATE	PARTIES
Shareholders Loan Agreement	05/01/2006	ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C., and Olympic Pipe Line Company
2007 Financing Agreement	12/31/2007	ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C., and Olympic Pipe Line Company
Olympic Pipe Line Company Shareholders Agreement	1/31/2006	Olympic Pipe Line Company, ARCO Midcon LLC and Enbridge Holdings (Olympic) L.L.C.

MATERIAL CONTRACTS SCHEDULE

Olympic Pipe Line Company Shareholders Agreement	1/31/2006	Olympic Pipe Line Company, ARCO Midcon LLC and Enbridge Holdings (Olympic) L.L.C.
Shareholders Loan Agreement	05/01/2006	ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C., and Olympic Pipe Line Company
2007 Financing Agreement	12/31/2007	ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C., and Olympic Pipe Line Company

EXCLUDED ASSETS SCHEDULE

1. All services provided by the BP Group to Seller, including all legal services, accounting services, health-safety-security and environmental services, human resource services, engineering services and operational services.
2. Tax refunds arising out of all Taxes relating to the Olympic Shares accruing to or for any period, or portion thereof, ending prior to the Closing Date;
3. The following information technology:
 - (a) All information technology and hardware, including process control infrastructure, computers, PCs, servers and communications devices or equipment used by, in conjunction with or shared with other businesses or operations of the BP Group which is used or shared by other businesses of the BP Group.
4. The following Intellectual Property:
 - (a) All Intellectual Property and technology owned by Seller or any member of the BP Group;
 - (b) All internet domain names;
 - (c) All Intellectual Property licenses, and all rights granted under such licenses, from Third Parties which are used or useful in connection with the Olympic Shares;
 - (d) All software owned by Third Parties which is used or useful in connection with the Olympic Shares;
 - (e) All software owned by Seller or any member of the BP Group which is used or useful in connection with the Olympic Shares; and
 - (f) All Third Party software covered by Intellectual Property licenses.
5. All trade names, trade dress, logos, slogans, designs, trademarks and service marks, and all other source or business identifiers of Seller or any other member of the BP Group, together with the goodwill associated with any of the foregoing, and all applications, registrations, renewals and extensions therefor, including the words "Amoco," "Vastar," "Atlantic Richfield Company," "Standard," or "British Petroleum"; any items that include the words "Amoco," "Vastar," "Atlantic Richfield Company," "Standard," or "British Petroleum"; the Standard/Amoco oval or torch and oval design; the letters "BP;" any items that include the word "BP;" the phrase "BP Oil;" the BP shield or the BP Group Helios logo and/or variants thereof; the ARCO Spark and any variants thereof; and the letters "ARCO";
6. Defenses and claims (i) that Seller could assert against Third Parties other than claims which Seller could assert on account of matters or acts as to which Buyer has agreed to assume liability or to which Buyer has an obligation of indemnity or (ii) as to matters to

the extent Buyer is entitled to be indemnified by Seller pursuant to the Purchase Agreement;

7. All facilities, plants and sites owned by Third Parties in connection with the Pipeline System;
8. Pipelines and pipeline systems owned by Third Parties and located on any Real Property Interests related to the Pipeline System;
9. Spare parts on consignment;
10. Any chemicals on consignment;
11. Leased and rented mobile equipment, leased office equipment, copiers, telephones and other leased items;
12. Any assets, improvements, appurtenances, fixtures, equipment or goods associated with the Pipeline System owned by Olympic not specifically listed on these Schedules; and
13. All arrangements, contracts, agreements, understandings or commitments, whether written or oral, by and among Seller and members of the BP Group.

EXCLUDED LIABILITIES SCHEDULE

None.

Schedule 1.1

PERSONS WITH KNOWLEDGE

1. Eric Kryska, Project Manager -- HSSE Mergers & Acquisitions
2. Jeanne Groat, Right of Way Supervisor
3. John Chandler, Divestment Manager

Schedule 3.1

VALID ORGANIZATION

None.

Schedule 3.2

AUTHORIZATION

None.

Schedule 3.3

SELLER'S CONSENTS

4. Notice to the Washington Utilities and Transportation Commission concerning:
 - (a) The Purchase Agreement.
 - (b) The amendment to the Olympic Pipe Line Company Shareholders Agreement between Olympic Pipe Line Company, Arco Midcon LLC and Enbridge Holdings (Olympic) L.L.C., dated January 31, 2006.
 - (c) The amendment to the Shareholder Loan Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated May 1, 2006.
 - (d) The amendment to the 2007 Financing Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated December 31, 2007.

Schedule 3.4

NO VIOLATION

None.

Schedule 3.5

TITLE TO OLYMPIC SHARES; ENCUMBRANCE

5. The Olympic Pipe Line Company Shareholders Agreement between Olympic Pipe Line Company, Arco Midcon LLC and Enbridge Holdings (Olympic) L.L.C., dated January 31, 2006.
6. The Shareholder Loan Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated May 1, 2006.
7. The 2007 Financing Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated December 31, 2007.

Schedule 3.6

LITIGATION

None.

Schedule 3.7

MATERIAL CONTRACTS

None.

Schedule 3.8
NO BROKER

None.

Schedule 4.1
VALID ORGANIZATION AS TO OLYMPIC

None.

Schedule 4.2

CAPITALIZATION AS TO OLYMPIC; SUBSIDIARIES

(a)

Entity	Authorized Shares	Issued Shares	Outstanding Shares	Shares Issued to Seller
Olympic	25,000	25,000	0	8,750 ¹

(b)

None.

¹ The Olympic Shares constitute 5,000 shares out of such 8,750 total shares.

Schedule 4.3

TAXES AS TO OLYMPIC

None.

Schedule 4.4

COMPLIANCE WITH LAWS AS TO OLYMPIC

8. Any items listed in the AMEC "Health, Safety, Security, and Environmental Assessment" report, dated March 2010.
9. The following releases of five gallons or more since approximately 2005:
 - (a) On July 6, 2005, plunger packing on a drag reducing agent injection pump was leaking into the ground in a 3' x 1.5' area adjacent to the drag reducing agent pump skid at the Castle Rock Pump Facility. Approximately 84 gallons of drag reducing agent were released.
 - (b) On July 15, 2005, approximately one bbl of jet fuel spilled to the group from the sump at the Renton Station.
 - (c) On July 10, 2006, a mainline pressure switch at Castle Rock Station released approximately two gallons of gasoline to a concrete containment vault.
 - (d) On July 20, 2007, during a routine station check, the sump was found to be overflowing. Approximately seven gallons of transmix was released from the Anacortes Booster Station.
 - (e) On May 3, 2009, approximately 1.5 bbls of transmix was released to the drain system and captured by the oil trap at the Bayview Terminal as the result of a pressure gauge on the facility injection pump failing.
10. Washington Department of Ecology ("WDOE") issued an Agreed Order ("AO") in December 1999 requiring Olympic to: (1) prepare a preventative maintenance plan for pumps and ancillary equipment; (2) modify the contingency plan to comply with WDOE regulations pertaining to Notification Procedures and Field Document; and (3) design storm water management systems to be installed at all pump stations. WDOE closed the AO by letter, dated October 24, 2004.
11. On March 5, 2009, the Oregon Department of Environmental Quality issued a warning letter resulting from a hazardous waste inspection.
12. Impacts to soil and /or groundwater:
 - (a) Whatcom Creek, Bellingham, WA. In June 1999 approximately 237,000 gallons of gasoline were released to Hannah and Whatcom Creeks due to rupture in a 16-inch pipeline. A subsequent explosion and fire resulted in three fatalities and burned approximately 25 acres of land, including one residence. The site is in the WDOE Voluntary Cleanup Program.
 - (b) Allen Station. In 1988, a release of approximately 168,000 gallons of diesel due to a pipeline rupture resulted in a soil and groundwater investigation and

installation of a bentonite-soil slurry wall to limit off-site migration. A minor fuel release in July 2008 in the vicinity of well PW-4 has required periodic removal of light non-aqueous phase liquid (“LNAPL”) from this well by enhanced fluid recovery (“EFR”) via a vacuum truck. LNAPL has not been present in any other wells since 2004. The site is currently being addressed as an Independent Cleanup Action.

- (c) Anacortes K-Booster. The K-Booster is located within the Tesoro Refinery. A January 2008 release of approximately one barrel of gasoline resulted in installation of a single groundwater recovery point and a single monitoring well. The site is currently being addressed as an Independent Cleanup Action.
- (d) Renton Station. Three releases have occurred at this station: approximately 3,000 gallons of trans-mix in 1999; approximately 1,890 gallons of gasoline in 2004; and approximately 40 gallons of jet fuel in 2005. Soil and groundwater assessments have been performed. The site is currently being addressed as an Independent Cleanup Action. A secondary groundwater issue exists where a total petroleum hydrocarbon (“TPH”) plume associated with the loading rack area of the adjacent ConocoPhillips terminal has migrated onto the southwestern corner of the Renton Station property.
- (e) Kent Block Valve. A gasoline and diesel release was discovered in August 1989. Soil and groundwater assessments were conducted in 1989, 1990 and 1993, with approximately 1,950 tons of soil excavated in 1990. The site is currently being addressed as an Independent Cleanup Action.
- (f) Maplewood Park. A gasoline, diesel, and jet fuel release, estimated at 80,000 gallons, was discovered in October 1986. Several soil and groundwater assessments were conducted between 1987 and 1998. The site is in Ecology’s Voluntary Cleanup Program.
- (g) Tacoma Delivery Facility. An April 2001 release of trans-mix from a sump resulted in a soil and groundwater investigation and installation of a groundwater remediation system in December 2005. The site is in Ecology’s Voluntary Cleanup Program.
- (h) Olympia Junction Station. A 1992 release of approximately 3,500 gallons of diesel resulted in several thousand cubic yards of soil being excavated and treated on-site. The site is currently being addressed as an Independent Cleanup Action.
- (i) Castle Rock Station. Gasoline was discovered seeping from the hillside below the station in 1987. In May 1997, approximately 1,090 gallons of fuel (primarily diesel with some gasoline) were released to the pump vault due to a pump seal failure. The fuel migrated out of the vault to the west, resulting in additional soil and groundwater assessment. The site is currently being addressed as an Independent Cleanup Action.

- (j) Portland Delivery Facility. In December 1995, approximately 250 gallons of diesel and jet fuel were released into the ground just north of the fenced property boundary. A report and request for no further action determination was submitted to Oregon Department of Environmental Quality (“*DEQ*”) in December 2004.
- (k) Bellingham Incident. On May 29, 2002, the United States Department of Justice (“*USDOJ*”) filed a complaint against Olympic seeking penalties for alleged violations of the civil provisions of the Clean Water Act (“*CWA*”). The lawsuit alleged that Olympic was strictly liable under the CWA for the release of gasoline during the 1999 Bellingham incident. Specifically, the complaint alleged that Olympic’s acts allegedly causing the release were grossly negligent and/or willful and, as a result, Olympic was liable for a civil penalty in the maximum amount of \$3,300 per barrel of gasoline spilled resulting in a total claim of over \$18 million. The government also sought “appropriate injunctive relief” against Olympic. On December 11, 2002, Olympic entered into an agreement resolving these claims as well as the federal criminal charges filed against it. The federal court in Washington approved the agreement and entered a Consent Decree on June 18, 2003, at the same time that the Court entered judgment in the related criminal prosecution. According to its terms, the Consent Decree became subject to termination, upon certification of compliance. On July 16, 2008, Olympic and the United States Environmental Protection Agency (“*USEPA*”) submitted a stipulated motion to terminate the Consent Decree, which the Court granted on August 25, 2008.

13. Locations in which Olympic is a participant or potential participant, but does not have a primary role:

- (a) Portland Harbor Superfund Site. Olympic has been named as a Potentially Responsible Party (“*PRP*”). USEPA sent a “First Request for Information” in January 2008.
- (b) Harbor Island Superfund. Olympic has a delivery system on Harbor Island and has been named as a PRP. Olympic is part of the Small Participant Group 1 which collectively is responsible for 8.98% of the remedial costs and 7.37% of the USEPA oversight costs. Olympic Pipe Line Company’s share of the costs allocated to the Small Participant Group 1 are (1) approximately 0.6% of generic consent decree compliance costs, such as island-wide groundwater monitoring; (2) approximately 0.5% of USEPA and Washington Department of Ecology oversight costs; and (3) approximately 7.1% of fees and costs for outside counsel to the Small Participant Group. Additional clean-up issues may exist with regard to the state of Oregon.
- (c) United Underground Storage Tank at SeaTac. The United underground tank site is located at the Seattle-Tacoma International Airport on property owned by the Port of Seattle. The project is jointly the responsibility of United Airlines, Continental Airlines, the Port of Seattle and Olympic (collectively, the “*Fuel Facility Environmental Committee*”). Olympic is responsible for 11.20% of the remedial

action costs. The site is currently undergoing Independent Cleanup in accordance with Ecology regulation, and is in the process of being enrolled in Ecology's Voluntary Cleanup Program. The Fuel Facility Environmental Committee is reviewing a proposal to prepare a remedial action plan and installation of a remediation system at SeaTac.

Schedule 4.5

LITIGATION AS TO OLYMPIC

14. ESIS, Inc. vs. Olympic Pipe Line Company and Shell Pipeline Company, et al. In September 1999, ESIS and Olympic entered into a "Service Agreement" whereby ESIS would provide claims adjusting services for certain claims against Olympic arising out of the fire and explosion which occurred in Bellingham, Washington in 1999. Disputes arose between ESIS, Olympic and Shell Pipeline Company, a former shareholder, regarding the return of monies deposited for potential settlement payments and interest thereon.
15. Portland Harbor Superfund Site. Various entities, including the United States, having a presence in the Portland, Oregon area have filed unliquidated or "protective" claims relating to potential environmental cleanup or contribution. These relate to a superfund site on the Willamette River near Portland, Oregon. Potential claims exist against Olympic related to three locations.
16. Sarah Spence v. Olympic Pipe Line Company, et al.; Case No. 09-2-00181-5, Washington State Superior court for Skagit County. Olympic is the grantee under a right-of-way that traverses Ms. Spence's property in Skagit County. Olympic allegedly cleared a number of trees outside the right-of-way, giving rise to Ms. Spence's claim for damages and this litigation.
17. Orcid Land Right-of-Way Dispute. This matter relates to a new multi-home planned subdivision in Snohomish County in which one lot/house would encroach on Olympic's 50' right-of-way.

Schedule 5.3

BUYER'S CONSENTS

None.

Schedule 8.3

CLOSING CONSENTS AND APPROVALS OF BUYER

18. Notice to the Washington Utilities and Transportation Commission concerning:
- (a) The Purchase Agreement.
 - (b) The amendment to the Olympic Pipe Line Company Shareholders Agreement between Olympic Pipe Line Company, Arco Midcon LLC and Enbridge Holdings (Olympic) L.L.C., dated January 31, 2006.
 - (c) The amendment to the Shareholder Loan Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated May 1, 2006.
 - (d) The amendment to the 2007 Financing Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated December 31, 2007.

Schedule 9.3

CLOSING CONSENTS AND APPROVALS OF SELLER

19. Notice to the Washington Utilities and Transportation Commission concerning:
- (a) The Purchase Agreement.
 - (b) The amendment to the Olympic Pipe Line Company Shareholders Agreement between Olympic Pipe Line Company, Arco Midcon LLC and Enbridge Holdings (Olympic) L.L.C., dated January 31, 2006.
 - (c) The amendment to the Shareholder Loan Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated May 1, 2006.
 - (d) The amendment to the 2007 Financing Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated December 31, 2007.

FORM OF GUARANTY AGREEMENT

This Guaranty Agreement, dated as of August [___], 2010 (the "*Guaranty*"), is made by Enbridge Inc., a corporation subsisting under the laws of Canada (the "*Guarantor*"), in favor of ARCO Midcon LLC, a Delaware limited liability company ("*ARCO*" or the "*Beneficiary*"). All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, the Beneficiary and Enbridge Holdings (Olympic) L.L.C. ("*Buyer*") are each party to that certain Interest Purchase Agreement, dated as of August 4, 2010, as may be amended or modified by agreement in writing between Buyer and the Beneficiary from time to time (the "*Purchase Agreement*"), wherein Buyer agrees to purchase from the Beneficiary, and the Beneficiary agrees to sell to Buyer, the Olympic Shares pursuant to the terms of the Purchase Agreement;

AND WHEREAS, the Guarantor is an indirect parent of Buyer, and will receive substantial and direct benefits from the transaction contemplated by the Purchase Agreement and has agreed to enter into this Guaranty to provide assurance for the payment obligations of Buyer in connection with the Purchase Agreement and to induce the Beneficiary to enter into the Purchase Agreement.

NOW THEREFORE, in consideration of good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby agrees as follows:

1. **Guaranty.**

(a) The Guarantor hereby unconditionally, absolutely and irrevocably guarantees the punctual and complete payment when due (including interest accruing after the commencement of any bankruptcy or insolvency proceeding by or against Buyer, whether or not allowed in such proceeding), whether upon demand, at stated maturity, upon acceleration or otherwise, solely of Buyer's payment obligations arising under the Purchase Agreement (whether present or future, direct or indirect, absolute or contingent, matured or unmatured), (collectively, the "*Guaranteed Obligations*").

(b) The Guarantor shall reimburse the Beneficiary for all sums paid to the Beneficiary by Buyer with respect to such Guaranteed Obligations which the Beneficiary is subsequently required to return to Buyer or a representative of Buyer's creditors as a result of Buyer's bankruptcy, insolvency, liquidation, or similar proceeding.

(c) In respect of Section 1(b), this Guaranty shall be a continuing guaranty of all of the Guaranteed Obligations and shall apply to and secure any ultimate balance due or remaining unpaid to the Beneficiary; and this Guaranty shall not be considered as wholly or partially satisfied by the payment or liquidation at any

time of any sum of money for the time being due or remaining unpaid to the Beneficiary.

(d) This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations is rescinded or must otherwise be returned by the Beneficiary on the insolvency, bankruptcy or reorganization of Buyer or the Guarantor or otherwise, all as though such payment had not been made.

(e) The Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only, and the Guarantor shall have no obligation to perform under the Purchase Agreement, including, without limitation, to sell, deliver, supply or transport gas, electricity or any other commodity.

(f) In no event shall the Guarantor be liable for punitive, exemplary, special or consequential damages arising out of this Guaranty.

2. **Guaranty Absolute.** The liability of Guarantor under this Guaranty shall be absolute and unconditional, and shall not be limited, lessened or discharged by any act, on the part of the Beneficiary or matter or thing irrespective of, without limitation:

(a) any incapacity or disability or lack or limitation of status or power of Buyer or that Buyer may not be a legal entity;

(b) the bankruptcy or insolvency of Buyer;

(c) any law, regulation or order now or hereafter in effect in any jurisdiction affecting any of the Guaranteed Obligations or the rights of the Beneficiary with respect thereto;

(d) any lack of validity or enforceability of the Purchase Agreement;

(e) any discontinuance of or any reduction, increase or other variation of credit granted to Buyer or any change in the time, manner or place of payment of or in any other term of, all or any of the Guaranteed Obligations or any other amendment, modification, extension, renewal or waiver of or any consent to or other acquiescence in the departure from the terms of the Purchase Agreement, regardless of whether this Guaranty is in effect at such time; or

(f) any change in the name, constitution or capacity of Buyer, or Buyer being merged with another corporation, in which case this Guaranty shall apply to the liabilities of the resulting corporation, and the term "Buyer" shall include such resulting corporation;

save due performance by Buyer or the Guarantor. Any account settled or stated by or between the Beneficiary and Buyer shall be accepted by the Guarantor in the absence of

manifest error, as conclusive evidence that the balance or amount thereof thereby appearing due by Buyer to the Beneficiary, is so due.

The obligations of the Guarantor hereunder are several and not joint with Buyer or any other person, and are primary obligations for which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Beneficiary, in order to enforce payment by the Guarantor under this Guaranty, to exhaust any of its remedies or recourse against Buyer, any other guarantor, or any other person liable for the payment and not of collection and shall apply regardless of whether recovery of all such Guaranteed Obligations may be discharged or uncollectible in any bankruptcy, insolvency or other proceeding, or otherwise unenforceable. Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Buyer may have to payment or performance of any Guaranteed Obligations.

3. **Waiver.** Guarantor hereby waives:

(a) notice of acceptance of this Guaranty, notice of the creation or existence of any of the Guaranteed Obligations and notice of any action by the Beneficiary in reliance hereon or in connection herewith;

(b) notice of the entry into the Purchase Agreement between Buyer and the Beneficiary and notice of any amendments, supplements or modifications thereto, or notice of any waiver or consent under the Purchase Agreement, including waivers of the payment and performance of the obligations thereunder;

(c) notice of any increase, reduction or rearrangement of the Guaranteed Obligations under the Purchase Agreement or notice of any extension of time for the payment of any sums due and payable to the Beneficiary under the Purchase Agreement;

(d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice of any other kind with respect to the Guaranteed Obligations;

(e) any requirement that suit be brought against, or any other action by the Beneficiary be taken against, or any notice of default or other notice to be given to, or any demand be made on Buyer or any other person, or that any other action be taken or not taken as a condition to the Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against the Guarantor; and

(f) subject to the reservation in Section 2, any other circumstance (including, without limitation, the failure to obtain from any intended guarantor, other than the Guarantor, a valid guaranty and any release and discharge of any other guarantor or surety for the Guaranteed Obligations) which might otherwise constitute a defense, set-off or counterclaim available to, or a legal or equitable

discharge of the Guarantor in respect of this Guaranty, all of which are hereby expressly waived by the Guarantor.

4. **Subrogation.** The Guarantor shall be subrogated to all rights of the Beneficiary against Buyer in respect of any amounts paid by the Guarantor pursuant to the Guaranty, provided that the Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code 11 U.S.C. & 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Beneficiary against Buyer or any collateral which the Beneficiary now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably and indefeasibly paid to the Beneficiary in full. If (a) the Guarantor shall perform and shall make payment to the Beneficiary of all or any part of the Guaranteed Obligations, (b) all the Guaranteed Obligations shall have been indefeasibly paid in full and (c) the Beneficiary shall have confirmed in writing to Buyer that no extensions of credit are outstanding or contracted for under the Purchase Agreement (nor is the Guarantor liable under the Purchase Agreement for any extensions of credit outstanding or contracted for in favor of any other person), the Beneficiary shall, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment of the Guarantor.

5. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. or Canadian mail, as the case may be, registered or certified, return receipt requested, postage prepaid, or personally delivered. Notices shall be sent to the following addresses:

If to the Beneficiary:

BP America Inc.
Mergers and Acquisitions
200 Westlake Park Boulevard, 11th Floor
Houston, Texas 77079
Attn: Project Manager
Telephone No: 281-366-4424
Facsimile No: 281-366-7021

With a copy to:

BP America Inc.
c/o BP Pipelines (North America) Inc.
Mail Code 5 East
4101 Winfield Road
Warrenville, IL 60555
Attn: Senior Attorney
Telephone No.: 630-821-2423
Facsimile No.: 630-396-9888

BP America Inc.
c/o BP America Inc.
501 Westlake Park Boulevard
Houston, Texas 77079
Attn: Legal Group, U.S. General Counsel
Facsimile No: 713-375-2808

If to the Guarantor:

Enbridge Inc.
3000, 425 1st Street S.W.
Calgary, Alberta, Canada
T2P 3L8
Attn: Executive Vice President, Liquids Pipelines
Facsimile No: 403-231-5710

With copy to:

Enbridge Inc.
3000, 425 1st Street S.W.
Calgary, Alberta, Canada
T2P 3L8
Attn: Senior Counsel, Liquids
Facsimile No: 403-231-3920

6. **Demand and Payment**. Any demand by the Beneficiary for payment hereunder shall be writing, reference this Guaranty, reference the Guaranteed Obligations, and be signed by a duly authorized officer of the Beneficiary and delivered to the Guarantor pursuant to Section 5 hereof. There are no other requirements of notice, presentment or demand. The Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) Business Days of receipt of such demand, unless, within such ten (10) Business Day period, the default giving rise to such demand has been remedied.

7. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of the Beneficiary to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive to any remedies provided by law.

8. **Assignment; Successors and Assigns.** The Guarantor may not assign or delegate any of its rights or obligations hereunder without the prior written consent of the Beneficiary. Beneficiary may not assign or delegate any of its respective rights or obligations hereunder without the prior written consent of the Guarantor. Any assignment that does not comply with the terms of this Section 8 shall be deemed null and void and of no force or effect. This Guaranty shall be binding upon and inure to the benefit of Guarantor and the Beneficiary and their respective successors and permitted assigns.

9. **Amendments, etc.** No amendment or other modification of the terms of this Guaranty shall be effective unless in writing and signed by Guarantor and the Beneficiary and stating that it is expressly intended to give effect to the applicable amendment or modification hereto. No waiver of any provision of this Guaranty nor consent to any departure by the Guarantor therefrom shall in any event be effective unless such waiver shall refer to this Guaranty, be in writing and be signed by the Beneficiary. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

10. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions.

11. **Representations and Warranties.** The Guarantor represents and warrants as follows:

(a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power and authority to execute, deliver and perform this Guaranty.

(b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any material contractual restriction binding on the Guarantor or its assets.

(c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor, enforceable against it by the Beneficiary in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditor's rights and to general equity principals.

All of the representations and warranties of the Guarantor contained herein (i) shall survive the execution and delivery of this Guaranty and also the making and satisfaction of each extension of credit constituting a Guaranteed Obligation, (ii) shall be deemed to be repeated on the occasion of each extension of credit constituting a Guaranteed Obligation as if made on and as of such occasion and (iii) shall continue to be effective whenever made or deemed to be made until all indebtedness owing under this Guaranty has been indefeasibly repaid in full, notwithstanding any investigation made at any time by or on behalf of the Beneficiary.

12. **Judgment Currency.** The obligation of the Guarantor hereunder to make payments in any currency of payment and account shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency except to the extent to which such tender or recovery shall result in the effective receipt by the Beneficiary of the full amount of such currency of payment and account so payable and accordingly the obligation of the Guarantor shall be enforceable as an alternative or additional cause of action for the purpose of recovery in the other currency of the amount (if any) by which such effective receipt shall fall short of the full amount of such currency of payment and account so payable and shall not be affected by any judgment being obtained for any other sums due hereunder.

13. **Severability.** Wherever possible, each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty.

14. **Jurisdiction.** The Guarantor hereby irrevocably and unconditionally:

(a) SUBMITS FOR ITSELF AND ITS PROPERTY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS GUARANTY OR THE PURCHASE AGREEMENT, OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT THEREOF, TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF TEXAS, AND APPELLATE COURTS FROM ANY THEREOF;

(b) CONSENTS THAT ANY SUCH ACTION OR PROCEEDING MAY BE BROUGHT IN SUCH COURTS AND WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(c) AGREES THAT SERVICE OF PROCESS IN ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY MAILING A COPY THEREOF BY

REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH GUARANTOR AT THE ADDRESS REFERRED TO IN SECTION 5 HEREOF OR AT SUCH OTHER ADDRESS OF WHICH THE BENEFICIARY SHALL HAVE BEEN NOTIFIED PURSUANT THERETO;

(d) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION; AND

(e) WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LEGAL ACTION OR PROCEEDING REFERRED TO IN THIS SECTION 14 ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES.

15. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD OR REFERENCE TO THE CONFLICT OF LAWS PRINCIPLES OF ANY JURISDICTION.

* * * * *

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this [] day of August, 2010 (*“Effective Date”*).

ENBRIDGE INC.

By: _____

Name: _____

Title: _____

**FORM OF AMENDMENT AND RESTATEMENT OF OLYMPIC FINANCING
AGREEMENT**

Olympic Pipe Line Company

**AMENDMENT AND RESTATEMENT OF THE 2007 FINANCING
AGREEMENT**

THIS AMENDMENT AND RESTATEMENT OF THE 2007 FINANCING AGREEMENT (this "Amendment and Restatement") is made as of August [___], 2010, and shall be effective as of the Closing Date, as defined in the Sale Agreement, by and among ARCO Midcon LLC ("ARCO"), Enbridge Holdings (Olympic) L.L.C. ("Enbridge"), and Olympic Pipe Line Company ("Olympic") (each a "Party," and collectively, the "Parties"), according to the terms herein.

WHEREAS, ARCO and Enbridge advanced certain sums to Olympic pursuant to the 2007 Financing Agreement by and among ARCO, Enbridge and Olympic (the "2007 Financing Agreement") dated as of December 31, 2007;

WHEREAS, ARCO and Enbridge have executed that certain Interest Purchase Agreement dated as of August 4, 2010 (the "Sale Agreement") pursuant to which ARCO agreed to sell and Enbridge agreed to purchase certain shares of Olympic stock owned and held by ARCO;

WHEREAS, in connection with Enbridge's purchase of certain shares of Olympic stock pursuant to the Sale Agreement, ARCO and Enbridge have or will execute an Amended and Restated Olympic Pipe Line Company Shareholders Agreement;

WHEREAS, pursuant to the terms of the Sale Agreement and effective as of the closing date of the Sale Agreement, ARCO owns fifteen percent (15.00%) of the issued and outstanding stock of Olympic and Enbridge owns eighty-five percent (85.00%) of the issued and outstanding stock of Olympic;

WHEREAS, the Parties now desire to modify, amend and restate the 2007 Financing Agreement consistent with the changes in the ownership of Olympic and the assignment of the rights and obligations by ARCO to Enbridge with respect to the shares purchased by Enbridge under the Sale Agreement;

NOW THEREFORE, the Parties agree as follows:

1. **Defined Terms.** As used in this Amendment and Restatement, the following terms have the following meanings, which apply to both the singular and plural forms of the terms defined:

"2007 Financing Agreement" shall have the meaning set forth in the Recitals hereto.

“*Advance*” means an advance by a Shareholder to Olympic of cash.

“*ARCO*” shall have the meaning set forth in the Preamble hereof.

“*ARCO's Commitment*” means ARCO’s maximum commitment to advance a portion of the Financing, consisting of two-million two-hundred and fifty-thousand dollars (\$2,250,000.00) of Advances.

“*Budget*” means any Budget approved in accordance with Olympic’s organizational documents from time to time.

“*Enbridge*” shall have the meaning set forth in the Preamble hereof.

“*Enbridge's Commitment*” means Enbridge’s maximum commitment to advance a portion of the Financing, consisting of twelve-million seven-hundred and fifty-thousand dollars (\$12,750,000.00) of Advances.

“*Event of Default*” shall have the meaning set forth in Section 7.1.

“*Financing*” means the total amount of outstanding Advances made by the Shareholders pursuant to this Amendment and Restatement.

“*Financing Documents*” means this Amendment and Restatement, the Notes and such other documents as may be required by the Shareholders hereunder from time to time consistent with this Amendment and Restatement.

“*Notes*” means the promissory notes payable to the order of each of ARCO and Enbridge, respectively, attached hereto as Exhibits A and B.

“*Shareholder(s)*” shall mean ARCO or Enbridge, or all of them, as the case may be.

2. Assignment of ARCO’s Interest.

Effective upon the assignment and transfer of the Olympic stock from ARCO to Enbridge under the Sale Agreement, ARCO shall and hereby does assign to Enbridge and Enbridge shall and hereby does assume ARCO’s rights and obligations under the 2007 Financing Agreement, including but not limited to the obligation to make advances to Olympic and the right to receive payment from Olympic in respect of amounts previously advanced. The assignment stated herein shall be in proportion to the shares of Olympic stock sold and transferred to Enbridge by ARCO under the Sale Agreement. Effective upon the execution of this Amendment and Restatement, this Amendment and Restatement shall amend and replace in its entirety the 2007 Financing Agreement.

3. Shareholders Financing Obligations.

3.1 Commitment to Advance Loans. The Shareholders hereby severally (and not jointly) agree to advance loans from time to time in Olympic's favor subject to and in accordance with this Amendment and Restatement. Notwithstanding anything in this Amendment and Restatement to the contrary, ARCO does not have any obligation to make any portion of an Advance if such Advance would result in ARCO's Advance exceeding ARCO's Commitment. Notwithstanding anything in this Amendment and Restatement to the contrary, Enbridge has no obligation to make any portion of an Advance if such Advance would result in Enbridge's Advance exceeding Enbridge's Commitment. Notwithstanding anything herein to the contrary, neither Enbridge nor ARCO shall have any obligation to make an Advance requested by Olympic to the extent that the requested Advance, when aggregated with all previous Advances made pursuant to the 2007 Financing Agreement or this Amendment and Restatement (without duplication), would exceed FIFTEEN MILLION DOLLARS (\$15,000,000.00).

3.2 Advances.

3.2.1. Advances Generally. Subject to the terms of this Amendment and Restatement, including the conditions precedent set forth in Section 4 below, Shareholders shall make Advances at the times and in the amounts as contemplated by the Budget. As to any particular Advance, Enbridge shall be responsible for funding eighty-five percent (85.00%) of such Advance and ARCO shall be responsible for funding fifteen percent (15.00%) of such Advance.

3.2.2. Advances in Excess of Budget. Olympic may, from time to time, request Advances in excess of amounts contemplated by the Budget. The Shareholders shall have the obligation to make such an Advance if (a) the board of directors of Olympic (or the person or persons to whom Olympic may delegate the authority to make such requests) shall have requested such Advance, and (b) such an Advance is used to cover (i) revenue shortfalls Olympic may reasonably determine may occur in comparison to the Budget, (ii) reasonable and actual operating or other expenses in excess of the amounts provided in the Budget, (iii) costs of new capital projects, or (iv) similar matters.

3.3 Repayment.

3.3.1 Repayment of Advances. All Advances made pursuant to the 2007 Financing Agreement or this Amendment and Restatement (without duplication) shall be treated as indebtedness. Olympic shall repay to the Shareholders such indebtedness and pay interest on the unpaid balance of such indebtedness outstanding, from time to time, on the terms set forth in the Notes.

4. Conditions.

4.1 Conditions to Initial Advance. The following conditions to each Shareholder's obligations under this Amendment and Restatement have been satisfied or waived.

4.1.1. Financing Documents. Such Shareholder shall have received the Financing Documents, each duly executed and delivered, and in form and substance reasonably satisfactory to such Shareholder in such Shareholder's sole discretion.

4.1.2. Corporate Authority. Such Shareholder shall have received, in form and substance reasonably satisfactory to it, a certified copy of resolutions adopted by the board of directors of Olympic authorizing the execution, delivery and performance of the Financing Documents and the borrowing hereunder.

4.1.3. Budget. Each Shareholder shall have approved the Budget in accordance with the Budget approval process set forth in Olympic's governance documents.

4.2 Conditions to All Advances. Each Shareholder's obligation to make its share of all Advances shall be subject to the prior satisfaction or waiver of the following conditions:

4.2.1. No Default. No Event of Default shall have occurred and be continuing, nor shall an event have occurred which, with the passage of time or the giving of notice, or both, would constitute an Event of Default.

4.2.2. Representations and Warranties. All representations and warranties of Olympic set forth in each Financing Document shall be true and correct in all material respects on the date of the Advance in question.

4.2.3. No Material Adverse Change. There shall have been no material adverse change in the condition, financial or otherwise, of Olympic, nor shall there have occurred any event, action or condition of any nature whatsoever that might reasonably be expected to have a material adverse effect on the business, operations, assets or affairs of Olympic.

4.2.4. Litigation. No action, proceeding, investigation, regulation or legislation shall have been instituted, threatened or proposed before any court, governmental agency or legislative body to enjoin, restrain or prohibit, or to obtain damages in respect of, or which is related to or arises out of, this Amendment and Restatement or the consummation of the transactions contemplated hereby.

4.2.5. Other Documents. Olympic shall have delivered to such Shareholder such other certificates and documents as such Shareholder may reasonably request.

5. Representations and Warranties of Olympic. Olympic hereby represents to Shareholders, as of the date hereof:

5.1 Commercial Purposes. Olympic intends to use the proceeds of the Advances solely for business or commercial purposes.

5.2 Existence and Power. Olympic is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has full corporate power, authority and legal right to execute, deliver and perform the Financing Documents.

5.3 Corporate Authorization. The execution, delivery and performance by Olympic of the Financing Documents to which it is a party and any borrowing hereunder have been duly authorized by all necessary corporate or other action of Olympic.

5.4 Binding Obligations, Etc. This Amendment and Restatement has been duly executed and delivered by Olympic, and constitutes, and each of the other Financing Documents to which it is a party when duly executed and delivered will constitute, the legal, valid and binding obligation of Olympic enforceable against Olympic in accordance with their respective terms, except as enforcement may be limited by general principles of equity, contract, and regulatory laws, including, without limitation, those enforced by the Washington State Utilities and Transportation Commission and/or the Federal Energy Regulatory Commission, and its or their successors, and by bankruptcy and other laws affecting creditors' rights generally.

5.5 Financial Condition. All statements, reports and information provided to Shareholders regarding the financial condition of Olympic fairly present the financial condition of Olympic as of the dates thereof, and, except as disclosed by Olympic to the Shareholders, there has been no material adverse change to Olympic's financial condition as of the date hereof and as of each date on which an Advance is made.

6. Covenants. Until payment in full of the Notes and performance of all other obligations of Olympic under the Financing Documents, Olympic agrees to do all of the following unless each Shareholder shall otherwise consent in writing.

6.1 Use of Proceeds. Olympic will use the proceeds of the Advances, as set forth in the Budget, and for expenses in excess of Budget as permitted in Section 3.2.2.

6.2 Payments. Olympic will pay the principal and interest in accordance with the terms of the Notes and will pay when due all other amounts payable by Olympic under the Financing Documents.

6.3 Visitation Rights. At any reasonable time during business hours, and from time to time, Olympic will permit each Shareholder to examine and make copies of and abstracts from the records and books of account and to visit the properties of Olympic and to discuss the affairs, finances and accounts of Olympic with any of its officers or directors.

6.4 Keeping of Books and Records. Olympic will keep adequate records and books of account in which complete entries will be made, in accordance with generally accepted accounting principles consistently applied, reflecting all financial transactions of Olympic.

6.5 Compliance with Laws. Olympic will comply in all material respects with all laws, regulations, rules, and orders of governmental authorities applicable to Olympic or to its operations or property except any thereof whose validity is being contested in good faith by appropriate proceedings upon stay of execution of the enforcement thereof.

6.6 Negative Pledge. Olympic shall not voluntarily create, nor permit to be created, any lien, pledge, security interest or charge in excess of one million dollars (\$1,000,000.00) upon any property of Olympic without the express prior written consent of the Shareholders. Olympic will pay and discharge before the same shall become delinquent all indebtedness, taxes and other obligations for which Olympic is liable or to which its income or property is subject and all claims for labor and materials or supplies which, if unpaid, might become by law a lien upon assets of Olympic.

6.7 Insurance. Olympic shall keep in force upon all of its properties and operations policies of insurance carried with responsible companies in such amounts and covering all such risks as shall be customary in the industry and satisfactory to the Shareholders. Olympic shall, on request, furnish to the Shareholders certificates of insurance or duplicate policies evidencing such coverage.

6.8 Financial Information. Olympic will deliver to the Shareholders: (a) as soon as available and in any event within one hundred eighty (180) days after the end of each fiscal year of Olympic, the balance sheet of Olympic as of the end of such fiscal year and the related statements of income and retained earnings and statement of changes in financial position of Olympic for such year, accompanied by the audit report thereon by independent certified public accountants satisfactory to the Shareholders; (b) as soon as available and in any event within thirty (30) days after the end of each fiscal quarter of Olympic, the unaudited balance sheet and statement of income and retained earnings of Olympic as of the end of such fiscal quarter (including the fiscal year to the end of such fiscal quarter), accompanied by a certificate of the chief financial officer of Olympic that such unaudited balance sheet and statement of income and retained earnings have been prepared in accordance with generally accepted accounting principles consistently applied and present fairly the financial position and the results of operations of Olympic as of the end of and for such fiscal quarter; and (c) unless prohibited by law, all other statements, reports and other information as the Shareholders may reasonably request concerning the financial condition and business affairs of Olympic.

6.9 Notification. Promptly after learning thereof, Olympic will notify the Shareholders of (a) any material action, proceeding, investigation or claim against or affecting Olympic instituted before any court, arbitrator or governmental authority or, to Olympic's knowledge, threatened to be instituted; (b) any substantial dispute between Olympic and any governmental authority; (c) any labor controversy which has resulted in or, to Olympic's knowledge, threatens to result in a strike that would materially affect the business operations of Olympic; and (d) the occurrence of any Event of Default.

6.10 Additional Acts. From time to time, Olympic will execute and deliver all such instruments and perform all such other acts as the Shareholders may reasonably request to carry out the transactions contemplated by the Financing Documents.

6.11 Prohibition on Debt. Olympic shall not incur any indebtedness to any party other than to the Shareholders, save for (a) indebtedness for trade obligations incurred in the ordinary course of Olympic's business; (b) debt contemplated in the Budget; or (c) otherwise with the express written consent of the Shareholders.

7. Events of Default.

7.1 Events of Default Defined. The occurrence of any of the following events shall constitute an "Event of Default":

7.1.1. Payment Default. Olympic fails to pay when due any amount of principal or interest under any Note, or any other amount payable by it under any Financing Document; or

7.1.2. Breach of Warranty. Any representation or warranty made or deemed to be made by Olympic under or in connection with any Financing Document proves to have been incorrect in any material respect when made; or

7.1.3. Breach of Covenant. Olympic fails to perform or observe any other covenant, obligation or term of any Financing Document, and such failure is material; or

7.1.4. Cross Default. Olympic fails to pay or perform when due any obligation, which failure has a material adverse effect on Olympic; or

7.1.5. Impairment. The Shareholders shall determine in good faith that, as a result of (a) a material adverse change in the financial condition or operations of Olympic; or (b) any action taken or instituted by any governmental agency or by any court of competent jurisdiction, the prospect of payment or performance of the obligations of Olympic are materially impaired; or

7.1.6. Adverse Actions. Any judgment or order for the payment of money in excess of five million dollars (\$5,000,000.00) shall be rendered against Olympic, which judgment or order is neither timely paid nor appealed and the effect of the judgment or order is not stayed pending the outcome of the appeal; or any of Olympic's assets having a value in excess of one million dollars (\$1,000,000.00) shall be seized, attached, garnished or levied upon and such seizure, attachment, garnishment or levy shall not be dissolved within ten (10) days thereafter; or

7.1.7. Voluntary Bankruptcy. Olympic (a) files a petition seeking relief for itself under the United States Bankruptcy Code, as now constituted or hereafter amended; or (b) fails timely to controvert a petition filed against it seeking relief under Title 11 of the United States Code, as now constituted or hereafter amended; or

7.1.8. Involuntary Bankruptcy. An order for relief is entered against Olympic under the United States Bankruptcy Code, as now constituted or hereafter amended, which order is not stayed; or appointing a receiver, liquidator, or custodian of Olympic or of any substantial part of its property; or upon the expiration of sixty (60) days after the filing of any involuntary petition against it seeking any of the relief specified in Section 7.1.6 or this Section 7.1.8 without the petition being dismissed prior to that time; or

7.1.9. Insolvency. Olympic (a) makes a general assignment for the benefit of its creditors; or (b) consents to the appointment of or taking possession by a receiver, liquidator, or

custodian of all or a substantial part of the property of Olympic; or (c) admits its insolvency or inability to pay its debts generally as they become due; or (d) fails generally to pay its debts as they become due; or (e) liquidates or dissolves.

7.2 Consequences of Default. If any Event of Default shall occur and be continuing, without notice or demand, at the option of the holder of any Note (or in the event of bankruptcy of Olympic, automatically) any obligation to make Advances shall terminate, and all principal of and the interest owing under the Notes and all other sums payable by Olympic under the Financing Documents shall become immediately due and payable, whereupon the same shall become immediately due and payable without protest, presentment, notice or demand, all of which Olympic expressly waives, and the Shareholders may exercise all remedies available to them under law or pursuant to any Financing Document. Olympic agrees to pay on demand all reasonable attorneys' fees, costs and other expenses, and the reasonable fees, costs and other expenses of other professionals, including accountants, appraisers and expert witnesses, incurred in connection with the collection of all principal, interest and other amounts payable hereunder, the enforcement of the Notes and the other Financing Documents (whether in arbitration or in judicial proceedings, including bankruptcy proceedings), the preservation of holder's rights and interests in property, and in investigating Events of Default, and determining relative rights and obligations arising under the Notes and the other Financing Documents upon the occurrence of an Event of Default, and all such reasonable fees, costs and expenses of holder shall become a part of the indebtedness evidenced by the Notes, and shall bear interest at the rate hereunder from time to time.

8. Miscellaneous.

8.1 No Waiver; Remedies Cumulative. No failure by any Shareholder to exercise, and no delay in exercising, any right, power or remedy under any Financing Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy under any Financing Documents preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The exercise of any right, power, or remedy shall in no event constitute a cure or waiver of any Event of Default nor prejudice the right of any Shareholder in the exercise of any right hereunder or thereunder, unless in the exercise of such right, all obligations of Olympic under the Financing Documents are paid in full. The rights and remedies provided herein and therein are cumulative and not exclusive of any right or remedy provided by law.

8.2 Governing Law. This Amendment and Restatement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts to be performed entirely within the State of Washington, as supplemented by applicable federal law.

8.3 Consent to Jurisdiction. Each of the Parties hereby irrevocably submits to the jurisdiction of the United States District Courts or the state courts of general jurisdiction sitting in Chicago, Illinois, in any action or proceeding brought to enforce or otherwise arising out of or relating to this Amendment and Restatement and irrevocably waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue in any such action or proceeding in any such forum, and hereby further irrevocably waives any claim that any such forum is an inconvenient forum.

8.4 Notices.

- (a) Any notice required or permitted to be given under this Amendment and Restatement or any other Financing Document will be in writing and may be given by delivering, sending by facsimile transmission or other means of electronic communication capable of producing a printed copy, or sending by prepaid first class mail, the notice to the following address or number:

If to Shareholders:

ARCO

ARCO Midcon LLC
c/o BP Pipelines (North America) Inc.
Attn: John Chandler
501 Westlake Park Blvd.
Houston, TX 77079

Enbridge

Enbridge Holdings (Olympic) L.L.C.
Attn: Senior Counsel, Liquids
1100 Louisiana, Ste. 3300
Houston, TX 77002

If to Olympic:

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

(or to such other address or number as any Party may specify by notice in writing to another Party).

- (b) Any notice delivered or sent by facsimile transmission or other means of electronic communication capable of producing a printed copy on a business day will be deemed conclusively to have been effectively given on the day the notice was delivered, or the transmission was sent successfully to the number set out above, as the case may be.
- (c) Any notice sent by prepaid first class mail will be deemed conclusively to have been effectively given on the fifth (5th) business day after posting.

8.5 Assignment. This Amendment and Restatement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, except that Olympic may not assign or otherwise transfer all or any part of its rights or obligations hereunder without the prior written consent of all Shareholders, and any such assignment or transfer purported to be made without such consent shall be ineffective.

8.6 Entire Amendment and Restatement; Amendment. The Financing Documents comprise the entire agreement of the Parties and may not be amended or modified except by written agreement of Olympic and each Shareholder. No provision of any Financing Document may be waived except in writing and then only in the specific instance and for the specific purpose for which given.

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

Remainder of page left blank intentionally.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment and Restatement to be executed by their respective officers or agents thereunto duly authorized as of the date first above written.

OLYMPIC PIPE LINE COMPANY

ARCO MIDCON LLC

By: _____
Its: _____

By: _____
Its: _____

ENBRIDGE HOLDINGS (OLYMPIC)
L.L.C.

By: _____
Its: _____

EXHIBIT A

LINE OF CREDIT PROMISSORY NOTE

\$2,250,000.00

August 9, 2010
Seattle, Washington

FOR VALUE RECEIVED, the undersigned (the "*Borrower*") hereby promises to pay to the order of ARCO Midcon LLC ("*Lender*") at 501 Westlake Park Blvd., Houston, TX 77079, or to such other person or at such other place as the holder of this Line of Credit Promissory Note (this "*Note*") may from time to time designate in writing, the principal sum of TWO MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$2,250,000.00) (the "*Maximum Loan Amount*") or such lesser amount as may have been advanced and remains outstanding hereunder, together with interest on the unpaid balance and costs, fees and expenses payable hereunder (the "*Line of Credit*") as set forth below. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Amendment and Restatement (referred to in Section 4 below).

1. Repayment. The Borrower may repay all or any portion of the Line of Credit or any advances thereunder at any time without penalty, and notwithstanding anything to the contrary herein:

1.1 The entire principal balance shall be due and payable on December 31, 2010 (the "*Maturity Date*").

1.2 Payments of accrued interest shall be made monthly starting on the first day of the month after the month in which the first advance is made and continuing on the first day of each month thereafter until the Maturity Date.

1.3 Notwithstanding anything to the contrary herein, all principal, interest and all other amounts arising pursuant to this Note shall be due and payable no later than the Maturity Date.

2. Prepayment. Borrower may prepay this Note at any time, with ten (10) days' prior written notice to Lender. Prepayments shall be applied first towards interest and other non-principal charges, and second towards reduction of principal. This Note does not evidence a revolving line of credit; sums prepaid may not be re-advanced to Borrower.

3. Interest Rate. All principal outstanding from time to time shall bear interest at a rate equal to the lesser of the highest rate permitted by Washington law or LIBOR plus three hundred (300) basis points. If an Event of Default (as defined in Section 5 hereof) shall have occurred and be continuing, interest shall thereupon accrue daily on the aggregate outstanding principal balance until such amount is paid in full at a fixed rate per annum equal to the lesser of the highest rate permitted by Washington law or LIBOR plus eight hundred (800) basis points (the "*Default Rate*"). Default interest shall be payable from time to time on demand of the Lender. Notwithstanding any other provision of this Note, interest, fees, and expenses payable by reason of the indebtedness evidenced hereby shall not exceed the maximum, if any, permitted by applicable law. As used in this Section 3, "LIBOR" means one month LIBOR quoted daily as a per annum rate in *The Wall Street Journal*. Each day each rate shall be applied to the previous day's outstanding balance except that the rate printed on each Monday shall apply to the previous Friday, Saturday and Sunday.

4. Loan Documents. This Note is subject to the terms and conditions of the Amendment and Restatement among the Borrower, Enbridge Holdings (Olympic) L.L.C. and ARCO Midcon LLC dated as of even date (the "*Amendment and Restatement*"), and is entitled to the benefit thereof, and such other agreements, instruments, documents and certificates as may be executed by the Borrower in connection therewith (the "*Financing Documents*").

5. Default. If the Borrower otherwise shall become in default hereunder or any Event of Default shall occur pursuant to the Amendment and Restatement (an "*Event of Default*"), then the Lender shall enjoy all rights and remedies which may arise at law, in equity or under any Financing Document. The Borrower agrees to pay on demand all reasonable attorneys' fees, costs and other expenses incurred in legal proceedings to collect all sums owing under this Note.

6. Miscellaneous Provisions. Each and every right and remedy given herein or in any other Financing Document or otherwise existing in connection therewith shall be cumulative and shall be in addition to every other right and remedy now or hereafter existing by agreement, at law or in equity, and each and every other right and remedy may be exercised, wholly or in part, from time to time, and as often, and in any order, as holder chooses, and the exercise or the beginning of the exercise of any right or remedy shall not be construed to be an election of rights or remedies, or a waiver of the right to exercise at the same time or thereafter any other right or remedy. Neither holder's acceptance of partial or delinquent payments nor any delay or omission by holder in the exercise of any right, power or remedy hereunder shall be impair any such right, power or remedy or be construed to be a waiver of any right to exercise such right, power or remedy or to constitute a modification of this Note.

7. Waiver. The Borrower and all endorsers and all other persons liable or to become liable on this Note agree that the liability of each of them hereon shall be joint and several, and waive presentment, demand, protest and notice of protest, dishonor and nonpayment, and consent to any and all renewals and extensions of time of payment. The Borrower and the holder of this Note agree that the terms of payment hereof may be modified by their mutual consent without affecting the liability of the Borrower or any endorser or other person liable or to become liable on this Note.

This Note shall be governed by, and construed in accordance with the laws of the State of Washington without reference to choice of law rules.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

OLYMPIC PIPE LINE COMPANY

By: _____
Its : _____

EXHIBIT B

LINE OF CREDIT PROMISSORY NOTE

\$12,750,000.00

August 9, 2010
Seattle, Washington

FOR VALUE RECEIVED, the undersigned (the "*Borrower*") hereby promises to pay to the order of Enbridge Holdings (Olympic) L.L.C. ("*Lender*") at 1100 Louisiana, Ste. 3300, Houston, TX 77002, or to such other person or at such other place as the holder of this Line of Credit Promissory Note (this "*Note*") may from time to time designate in writing, the principal sum of TWELVE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$12,750,000.00) (the "*Maximum Loan Amount*") or such lesser amount as may have been advanced and remains outstanding hereunder, together with interest on the unpaid balance and costs, fees and expenses payable hereunder (the "*Line of Credit*") as set forth below. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Financing Agreement (referred to in Section 4 below).

1. Repayment. The Borrower may repay all or any portion of the Line of Credit or any advances thereunder at any time without penalty, and notwithstanding anything to the contrary herein:

1.1 The entire principal balance shall be due and payable on December 31, 2010 (the "*Maturity Date*").

1.2 Payments of accrued interest shall be made monthly starting on the first day of the month after the month in which the first advance is made and continuing on the first day of each month thereafter until the Maturity Date.

1.3 Notwithstanding anything to the contrary herein, all principal, interest and all other amounts arising pursuant to this Note shall be due and payable no later than the Maturity Date.

2. Prepayment. Borrower may prepay this Note at any time, with ten (10) days' prior written notice to Lender. Prepayments shall be applied first towards interest and other non-principal charges, and second towards reduction of principal. This Note does not evidence a revolving line of credit; sums prepaid may not be re-advanced to Borrower.

3. Interest Rate. All principal outstanding from time to time shall bear interest at a rate equal to the lesser of the highest rate permitted by Washington law or LIBOR plus three hundred (300) basis points. If an Event of Default (as defined in Section 5 hereof) shall have occurred and be continuing, interest shall thereupon accrue daily on the aggregate outstanding principal balance until such amount is paid in full at a fixed rate per annum equal to the lesser of the highest rate permitted by Washington law or LIBOR plus eight hundred (800) basis points (the "*Default Rate*"). Default interest shall be payable from time to time on demand of the Lender. Notwithstanding any other provision of this Note, interest, fees, and expenses payable by reason of the indebtedness evidenced hereby shall not exceed the maximum, if any, permitted by applicable law. As used in this Section 3, "LIBOR" means one month LIBOR quoted daily as a per annum rate in *The Wall Street Journal*. Each day each rate shall be applied to the previous day's outstanding balance except that the rate printed on each Monday shall apply to the previous Friday, Saturday and Sunday.

4. Loan Documents. This Note is subject to the terms and conditions of the Amendment and Restatement among the Borrower, the Lender and ARCO Midcon LLC of even date (the "*Financing Agreement*"), and is entitled to the benefit thereof, and such other agreements, instruments, documents and certificates as may be executed by the Borrower in connection therewith (the "*Financing Documents*").

5. Default. If the Borrower otherwise shall become in default hereunder or any Event of Default shall occur pursuant to the Amendment and Restatement (an "*Event of Default*"), then the Lender shall enjoy all rights and remedies which may arise at law, in equity or under any Financing Document. The Borrower agrees to pay on demand all reasonable attorneys' fees, costs and other expenses incurred in legal proceedings to collect all sums owing under this Note.

6. Miscellaneous Provisions. Each and every right and remedy given herein or in any other Financing Document or otherwise existing in connection therewith shall be cumulative and shall be in addition to every other right and remedy now or hereafter existing by agreement, at law or in equity, and each and every other right and remedy may be exercised, wholly or in part, from time to time, and as often, and in any order, as holder chooses, and the exercise or the beginning of the exercise of any right or remedy shall not be construed to be an election of rights or remedies, or a waiver of the right to exercise at the same time or thereafter any other right or remedy. Neither holder's acceptance of partial or delinquent payments nor any delay or omission by holder in the exercise of any right, power or remedy hereunder shall be impair any such right, power or remedy or be construed to be a waiver of any right to exercise such right, power or remedy or to constitute a modification of this Note.

7. Waiver. The Borrower and all endorsers and all other persons liable or to become liable on this Note agree that the liability of each of them hereon shall be joint and several, and waive presentment, demand, protest and notice of protest, dishonor and nonpayment, and consent to any and all renewals and extensions of time of payment. The Borrower and the holder of this Note agree that the terms of payment hereof may be modified by their mutual consent without affecting the liability of the Borrower or any endorser or other person liable or to become liable on this Note.

This Note shall be governed by, and construed in accordance with the laws of the State of Washington without reference to choice of law rules.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

OLYMPIC PIPE LINE COMPANY

By: _____
Its : _____

**FORM OF AMENDMENT AND RESTATEMENT OF OLYMPIC SHAREHOLDERS
LOAN AGREEMENT**

**AMENDED AND RESTATED \$60,000,000 SHAREHOLDERS LOAN
AGREEMENT**

DATED

[_____]

among

ARCO MIDCON LLC

and

ENBRIDGE HOLDINGS (OLYMPIC) L.L.C.

as Lenders and

OLYMPIC PIPE LINE COMPANY

as Borrower

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THIS AMENDED AND RESTATED SHAREHOLDERS LOAN AGREEMENT (the "Amended and Restated Agreement") is dated as of August [], 2010 and shall be effective as of the Closing Date, as defined in the Sale Agreement,

BETWEEN:

- (1) ARCO MIDCON LLC, a limited liability company formed under the laws of the State of Delaware, United States of America ("ARCO");
- (2) ENBRIDGE HOLDINGS (OLYMPIC) L.L.C., a limited liability company formed under the laws of the State of Delaware, United States of America ("Enbridge"); and
- (4) OLYMPIC PIPE LINE COMPANY, a company formed under the laws of the State of Delaware, United States of America ("Borrower");

Each of ARCO and Enbridge is also sometimes referred to herein as a "Lender" and, collectively, as the "Lenders".

WITNESSETH:

WHEREAS, ARCO and Enbridge advanced the original principal sum of \$60 million to the Borrower pursuant to the Shareholder Loan Agreement dated May 1, 2006 (the "2006 Agreement").

WHEREAS, ARCO and Enbridge executed an Interest Purchase Agreement, dated August 4, 2010, pursuant to which ARCO agreed to sell and Enbridge agreed to purchase certain shares of Olympic stock owned and held by ARCO (the "Sale Agreement").

WHEREAS, Clause 13.2.2 of the 2006 Agreement requires that any sale of Olympic stock by an Olympic shareholder be made contingent on the transferee of such shares assuming an interest in the 2006 Agreement proportionate to the ownership interest in Borrower being offered for sale.

WHEREAS, pursuant to the terms of the Sale Agreement, ARCO will, subject to section 3 of the Shareholders Agreement, sell, transfer and assign to Enbridge shares of Olympic stock such that following such transfer and assignment ARCO shall own 15% of Olympic's issued and outstanding stock and Enbridge shall own 85% of Olympic's issued and outstanding stock.

WHEREAS, the parties hereto now wish to amend and restate the 2006 Agreement to reflect the assignment to and assumption by Enbridge of an interest in the 2006 Agreement to the extent of the shares of Olympic stock purchased under the Sale Agreement.

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

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Amended and Restated Agreement:

“Advance” means the US\$21,000,000 advance made by ARCO to the Borrower under the 2006 Agreement or the US\$39,000,000 advance made by Enbridge to the Borrower under the 2006 Agreement, as the context requires, or, as the case may be, the outstanding principal amount of any such advance.

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

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

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

“Drawdown Date” means May 1, 2006.

“Facility” means the Dollar loan facility granted to the Borrower under the 2006 Agreement.

“Final Repayment Date” means June 15, 2011.

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

“Interest Payment Date” means June 15 and December 15 of each year, subject to Clauses 4.1.2 and 4.1.3.

“Interest Period” means each six month period beginning on an Interest Payment Date and ending on the next following Interest Payment Date, subject to Clauses 4.1.2 and 4.1.3; provided that the first Interest Period shall commence on the Drawdown Date and end on June 15, 2006.

“Interest Rate” shall be 7.237% per annum.

“Lender” shall mean ARCO or Enbridge or any Permitted Transferee.

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

“Party” means a party to this Amended and Restated Agreement.

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

“Proceedings” means any legal action or proceedings arising out of or in connection with this Amended and Restated Agreement.

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

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

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

1.2 Headings

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

1.3 Interpretation

In this Amended and Restated Agreement (unless otherwise provided):

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

2. FACILITY

2.1 Loan Amounts

Subject to the terms of the 2006 Agreement, ARCO agreed to and did lend to the Borrower the principal amount of US\$21,000,000 and Enbridge agreed to and did lend to Borrower the principal amount of US\$39,000,000.

Pursuant to Clause 13.2.2 of the 2006 Agreement and subject to Section 3 of the Shareholders Agreement, ARCO assigns to and Enbridge expressly assumes an interest in this Amended and Restated Agreement proportionate to the ownership interest in Borrower transferred to Enbridge by ARCO pursuant to the Sale Agreement.

Following the assignment in this Clause 2.1, the Advances attributable to each Lender shall be as follows:

ARCO	\$9,000,000
Enbridge	\$51,000,000

2.2 No monitoring

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

3. DRAWDOWN

3.1 Conditions to the Advance

The Lenders acknowledge and agree that all conditions required to be satisfied on the Drawdown Date and prior to any Advance were satisfied and that the Facility has been fully drawn down.

3.2 Advances

The Lenders and the Borrowers acknowledge and agree that the Facility has been fully drawn down and as a consequence thereof the Lenders have no further obligation to make any Advances to the Borrower under the 2006 Agreement or this Amended and Restated Agreement.

4. Interest

4.1 Interest rate

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

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

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

4.2 Default interest

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

4.3 Payment of interest

4.3.1 Interest due from the Borrower under this Amended and Restated Agreement shall:

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

4.4 Lender's Determination

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

5. REPAYMENT AND PREPAYMENT

5.1 Repayment

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

5.2 Prepayment

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

Amended and Restated Agreement. Any such notice of prepayment shall be irrevocable and shall specify the date of prepayment.

6. PAYMENTS

6.1 Place and time

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

6.1.2 Each payment to the Borrower shall be made to

Olympic Pipe Line Company
Citibank Delaware
ABA: 031100209
Acct number: 38682377
Olympic Pipe Line Company
ACH Format: CTX
Swift: CITIUS33

6.1.3 Each payment to any Lender shall be made to

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

Enbridge Holdings (Olympic) L.L.C.
Bank of America
100 West 33rd Street
New York, New York 10001
Acct Number: 5801001164
ABA: 026009593
Swift: BOFAUS3N

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

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

6.2 Business Days

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

6.3 Currency

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

6.4 Accounts as evidence

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

6.5 Set-off and counterclaim

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

6.6 Grossing-up

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

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

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

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

7. REPRESENTATIONS AND WARRANTIES

7.1 Representations

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

- (a) The Borrower is a duly incorporated and validly existing corporation under the laws of the State Delaware, in the United States of America;
- (b) this Amended and Restated Agreement will upon due execution be a legal, valid and binding obligation of the Borrower, enforceable in accordance with the terms thereof;
- (c) it has the power to enter into, to comply with, and be bound by all obligations expressed on the part of the Borrower and to borrow hereunder and has taken all necessary actions to authorize the execution and delivery of, and the performance or all of its obligations under, this Amended and Restated Agreement;
- (d) the execution, delivery and performance of this Amended and Restated Agreement will not violate any provisions of any existing law or regulation or statute applicable to the Borrower or of any mortgage, contract or other undertaking to which the Borrower is a party or which is binding upon it;
- (e) all relevant consents or authorizations of any governmental authority or agency required by the Borrower in connection with the execution, validity or enforceability of this Amended and Restated Agreement have been obtained and are subsisting;
- (f) no Default applicable to the Borrower has occurred and is continuing;
- (g) the respective payment obligations of the Borrower hereunder constitute unsecured and unsubordinated obligations of the Borrower ranking (subject to such exceptions as from time to time exist under applicable law) pari passu with all other unsecured and unsubordinated obligations of the Borrower; and
- (h) save for legal proceedings (if any) disclosed in the 2009 Accounts of the Borrower, the Borrower is not involved in any legal or arbitration proceedings which are likely to have or have had during the twelve (12) months immediately preceding the date of this Amended and Restated Agreement or, as the case may be, relevant Drawdown Date or Interest Payment Date, a significant effect on the financial position of the Borrower and its subsidiaries (taken as a whole), nor is the Borrower aware of any such proceedings pending or threatened.

7.2. Repetition

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

8. UNDERTAKINGS

8.1 Undertakings of the Borrower

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

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

9. DEFAULT

9.1 Default

Each of the following shall be a Default:

- (a) Failure by the Borrower in the payment of principal, interest or other moneys due for payment under this Amended and Restated Agreement for more than 10 days after the due date therefor; or
- (b) the Borrower committing any other material breach of or omitting to observe in any material respect any other of the obligations imposed on it by any of the provisions of this Amended and Restated Agreement and such breach or omission continuing for more than 30 days after the date of receipt by the Borrower of written notice from any Lender requiring such breach or omission to be remedied; or
- (c) any material representation or warranty made or deemed to be made by the Borrower in or pursuant to this Amended and Restated Agreement or in any certificate, instrument or statement by the Borrower contemplated hereby or made or delivered pursuant hereto being untrue or incorrect as of the date at which made in any material respect; or
- (d) The Borrower fails to pay when due any Indebtedness in an aggregate amount in excess of \$5,000,000 when and as the same shall become due and payable (which expression includes any applicable grace period provided for in the original

agreement relating thereto), or any event or condition shall occur which results in the acceleration of the maturity of any Indebtedness of an aggregate amount in excess of \$5,000,000; or

- (e) The Borrower becomes insolvent or generally fails to pay, or admits in writing its inability or unwillingness to pay, debts as they become due; or
- (f) a bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy, reorganization or insolvency law is commenced against Borrower, and, if any such case or proceeding is not commenced by Borrower, such case or proceeding is consented to or acquiesced in by Borrower or results in the entry of an order for relief which remains for 30 days undismissed; or
- (g) an administrative or other receiver or administrator being appointed or an encumbrancer taking possession of all or a major part of the undertaking, property or assets of the Borrower and not being paid out or discharged within 60 days after such appointment or taking possession; or
- (h) the Borrower ceasing to carry on the whole or substantially the whole of its business (except for the purpose of a reconstruction or amalgamation) or the Borrower stopping payment generally or admitting inability to pay generally its debts as they fall due.

9.2 Acceleration

If a Default occurs and remains unremedied any Lender may by notice to the Borrower require the Borrower immediately to repay an Advances together with accrued interest and all other sums payable under this Amended and Restated Agreement, whereupon they shall become immediately due and payable. Upon the service of any such notice by a Lender the obligations of all Lenders under this Amended and Restated Agreement shall be terminated.

9.3 Expenses

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

9.4 Documentary Taxes indemnity

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

and Taxes and against any costs and expenses incurred by such Lender in discharging them.

9.5 Indemnity payments

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

10. AMENDMENTS AND WAIVERS

10.1 Amendments

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

10.2 No implied waivers; remedies cumulative

The rights of the Lenders under this Amended and Restated Agreement:

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

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

11. MISCELLANEOUS

11.1 Severability

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

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

11.2 Counterparts

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

11.3 Entire Agreement

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

12. NOTICES

12.1 Method

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

12.2 Delivery

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

12.3 Addresses

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

(a) The Lenders:

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

Enbridge Holdings (Olympic), L.L.C.
1100 Louisiana, Suite 3300
Houston TX 77002-5217
Attention: Senior Counsel, Liquids

(b) The Borrower:

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

12.4 Deemed receipt

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

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

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

13. ASSIGNMENTS AND TRANSFERS

13.1 Benefit of Agreement

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

13.2 Assignments and transfers

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

13.2.2 Notwithstanding any provisions to the contrary in Section 3 of that certain Amended and Restated Olympic Pipe Line Company Shareholders Agreement dated as of August 4, 2010 among Borrower and Lenders (the "Shareholders Agreement"), no Lender shall dispose any of its shares of common stock of Borrower unless such disposition is contingent upon the transferee of such shares also assuming an interest in this Amended and Restated Agreement (including the Advances and payments by Borrower under this Amended and Restated Agreement) proportionate to the ownership interest in Borrower being offered for sale pursuant to Section 3 of the Shareholders Agreement. Any transferee of common stock of Borrower ("Permitted Transferee") shall promptly execute and deliver to Borrower and each Lender a written instrument by which such Permitted Transferee expressly assumes the obligations and rights of a Lender under this Amended and Restated Agreement and the Lender transferring an interest in this Amended and Restated Agreement to the Permitted Transferee shall thereafter be released from all obligations to, and right to receive payment from, Borrower hereunder in proportion to the interest in this Amended and Restated Agreement so transferred.

14. LAW AND JURISDICTION.

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

ARCO Midcon LLC

By: _____

Enbridge Holdings (Olympic) L.L.C.

By: _____

Olympic Pipe Line Company

By: _____

**FORM OF AMENDMENT AND RESTATEMENT OF OLYMPIC SHAREHOLDERS
AGREEMENT**

**AMENDED AND RESTATED OLYMPIC PIPE LINE COMPANY SHAREHOLDERS
AGREEMENT**

THIS IS AN AGREEMENT dated as of August [], 2010 between OLYMPIC PIPE LINE COMPANY, a Delaware corporation ("OLYMPIC" or "Company"), ARCO MIDCON LLC, a Delaware limited liability company ("ARCO") and ENBRIDGE HOLDINGS (OLYMPIC) L.L.C., a Delaware limited liability company ("ENBRIDGE"), and shall be effective as of the Closing Date, as defined in the Sale Agreement.

A. This Agreement modifies, amends and restates in its entirety the Shareholders Agreement among OLYMPIC, ARCO and ENBRIDGE dated as of January 31, 2006 (the "2006 Shareholders Agreement").

B. Pursuant to the terms of that certain Interest Purchase Agreement dated August 4, 2010 (the "Sale Agreement"), ARCO agreed to sell and ENBRIDGE agreed to purchase certain shares of OLYMPIC stock owned and held by ARCO.

C. OLYMPIC owns and provides for the operation of a common carrier oil pipeline located in the states of Washington and Oregon. OLYMPIC has been organized under the General Corporation Laws of the State of Delaware. ARCO and ENBRIDGE are the sole shareholders in OLYMPIC as of the date of this Agreement.

1. DEFINITIONS.

- (a) "Affiliate", shall mean, when used with respect to a party any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the specified party, provided that, with respect to ENBRIDGE for purposes of Section 3(c), Affiliate shall also include Enbridge Energy Partners, L.P. and each of its wholly owned subsidiaries. For purposes of this definition, "control" shall mean ownership of more than fifty percent (50%) of either the outstanding voting stock of the controlled entity, as to corporations, or other ownership interests which carry with them the right to direct the policies and management of the subject entity, as to non-corporate entities.
- (b) "Agreement" means the 2006 Shareholders Agreement, as amended and restated by this Amended and Restated Olympic Pipe Line Company Shareholders Agreement.
- (c) "Bonds" has the meaning set forth in Section 2.
- (d) "Remaining Shareholders" has the meaning set forth in Section 3(b).
- (e) "Selling Shareholder" has the meaning set forth in Section 3(b).

- (f) "Shareholder" as used herein means, at the time the definition is applied, the owner of one or more of the issued and outstanding shares of the Stock (except treasury shares) of OLYMPIC.

The current Shareholders are:

<u>Company</u>	<u>Percentage of Shares of Stock</u>
ARCO	15%
ENBRIDGE	85%
Total Percentage issued and outstanding	100.000%

- (g) "Stock" means any class or series of OLYMPIC stock.
- (h) "Subscription Rights" has the meaning set forth in Section 2.
- (i) "Supermajority Matters" has the meaning set forth in Section 5(a).
- (j) "Unanimous Matters" has the meaning set forth in Section 5(b).

2. SUBSCRIPTION RIGHTS.

In the event that OLYMPIC proposes to offer for subscription or sale any class or series of Stock, including any class or series hereafter created, or any bonds, notes, debentures or other securities convertible into Stock (hereinafter collectively called "Bonds"), and subject to regulatory approval if any is required, each Shareholder shall have the right to subscribe for the Stock or to buy the Bonds before the same are offered for public subscription or sale (such right being hereinafter referred to as "Subscription Rights") in the proportion which the number of shares owned by each such Shareholder bears to the total number of shares owned by all those Shareholders. The Subscription Rights shall not apply to issuances of securities, including securities exchangeable or convertible into common stock, as compensation to employees, directors and trusts or other similar instruments established for the benefit, directly or indirectly, of ENBRIDGE or ARCO or their Affiliates.

A Subscription Right may be exercised successively as to any Stock or Bonds included in the proposed offering, which have not previously been subscribed for or bought by Shareholders having a Subscription Right, provided that the successive Subscription Right may be exercised only by each Shareholder which has theretofore fully exercised its previous Subscription Right with respect to the Stock or Bonds included in the proposed offering.

3. RESTRICTION ON TRANSFER OF SHARES.

(a) So long as there shall be more than one Shareholder, no Shareholder shall dispose of any shares of OLYMPIC'S stock unless in accordance with the provisions of this Agreement.

(b) If any of the Shareholders desire to dispose of any shares of Stock, it may do so only by a sale for cash which is not conditioned upon the concurrent sale or transfer of other property and only after offering such Stock to the other Shareholders at the same price and on the same terms at which a bona fide prospective purchaser is ready and willing to purchase the same. The Shareholder desiring to make such sale (herein called the "Selling Shareholder") shall give written notice to each other Shareholder hereto (herein called the "Remaining Shareholders") and to the Secretary of OLYMPIC, stating the number of shares of Stock to be sold, the price and terms of the proposed sale and identifying the prospective purchaser, and shall deposit with the Secretary of OLYMPIC the certificates for the Stock proposed to be sold, together with proper instruments of assignment in blank and any necessary transfer tax stamps. The Remaining Shareholders shall have first options to purchase all such Stock proposed for sale by the Selling Shareholder, but not less than all (at the price and on the terms stated in the Selling Shareholder's notice) in the proportion that each Remaining Shareholder's stockholding bears to the stockholdings of all Remaining Shareholders. The Remaining Shareholders desiring to exercise such options shall do so by giving written notice thereof to the Selling Shareholder, the Secretary of OLYMPIC and all other Remaining Shareholders within twenty (20) days after the notice described above is given by the Selling Shareholder. Shares of Stock as to which such first options are not exercised shall be deemed reoffered to the Remaining Shareholders who exercised their first options, and such Shareholders shall have second options to purchase the same (at the same price and on the same terms stated in the Selling Shareholder's notice) in the proportion that their stockholdings bear to the stockholdings of all Shareholders exercising their first options or in such other proportions as they may mutually agree upon, by giving written notice thereof to the Selling Shareholder, the Secretary of OLYMPIC and all other Remaining Shareholders within fifteen (15) days after the expiration of the twenty (20) day period applicable to the first option. Shares of Stock, if any, not elected to be purchased during said fifteen (15) day period applicable to the second options shall be deemed reoffered to those Remaining Shareholders who have exercised both first and second options, to be purchased proportionately as stated above, or in such other manner as such Remaining Shareholders may mutually agree upon (at the same price and on the same terms as stated in the Selling Shareholder's notice) but notice of election to purchase all of the shares of Stock originally offered by the selling Shareholder must be given to the Selling Shareholder, the Remaining Shareholders and the Secretary of OLYMPIC within forty-five (45) days after the notice of offer given by the Selling Shareholder. If notices of elections to purchase all of the offered shares of Stock have been given within said forty-five (45) day period, those Shareholders which gave notices electing to purchase shares of Stock shall be severally irrevocably obligated to deposit promptly with the Secretary of OLYMPIC by wire transfers or by certified or cashier checks, payable to the order of the Selling Shareholder, for the purchase price of the shares of Stock which each such Shareholder elected to purchase, and upon such deposit shall be entitled to receive the certificates for such shares. If notices of elections to purchase all of the offered shares of Stock have not been given at the expiration of said forty-five (45) day period, the Selling Shareholder shall be entitled to the return of the deposited certificates and may complete the sale of all (but not less than all) of the offered shares of Stock to the prospective purchaser (on the same terms stated in the Selling Shareholder's offering notice) at any time within ninety

(90) days after the return of such deposited certificates. If the said sale to the prospective purchaser is not completed within the said ninety (90) day period, all of the shares of Stock originally offered shall again become subject to the foregoing restrictions and options. Any sale permitted by the foregoing (either to the remaining Shareholders or to a third party) shall be made subject to this Agreement, and the purchaser shall promptly execute and deliver to OLYMPIC and to each of the other Shareholders a written instrument by which such purchaser expressly assumes the obligations of a Shareholder hereunder, and the Selling Shareholder shall thereafter be released from all obligations hereunder applicable to the shares of Stock so sold accruing subsequent to the date of such sale.

(c) The restrictions and options set forth herein shall not apply in the case of a merger, reorganization or consolidation to which the Selling Shareholder is a party, or in the case of a sale of all or substantially all the assets of the Selling Shareholder, or in the case of a transfer by the Selling Shareholder to the holders of its interests as a liquidating dividend or distribution in connection with its dissolution, or to the conveyance to an Affiliate; but, in such event, the entity surviving the merger or resulting from the consolidation or reorganization, or the person or entity purchasing the assets or receiving the liquidating dividend, or the Affiliate receiving the Stock, shall take and hold the same, subject to this Agreement, and shall expressly assume the obligations hereof as provided above.

(d) An executed counterpart of this Agreement shall be filed with OLYMPIC'S Secretary, and OLYMPIC shall cause to be placed on each certificate of shares of its Stock issued to any Shareholder the following legend:

"The ownership of all or any part of the interest in the shares represented by this Certificate, and all rights thereunder, are subject to the provisions of the Amended and Restated Olympic Pipe Line Company Shareholders Agreement dated as of _____, 2010, and filed in the office of the Secretary of Olympic Pipe Line Company."

No share certificate shall be delivered to any Shareholder, unless and until such Shareholder has executed and delivered to OLYMPIC and each other Shareholder a written instrument by which such Shareholder assumes all of the obligations of a Shareholder hereunder.

Any Shareholder that disposes of all of its shares of Stock in accordance with the provisions of this Agreement, shall automatically cease to be a party to this Agreement.

4. REPRESENTATION ON BOARD OF DIRECTORS.

At every meeting of Shareholders at which a vote is taken to elect a member or members of OLYMPIC'S Board of Directors, each Shareholder shall vote its shares of Stock in such manner that each Shareholder owning more than ten percent (10%) of the outstanding shares shall have representation on the Board of Directors in proportion to its stock percentage. A Shareholder that holds Stock in its own name and separately in the name of an Affiliate must consolidate its stock percentage for the purpose of electing directors of the Company.

5. VOTING REQUIREMENTS.

(a) The following matters (the "Supermajority Matters") shall require the affirmative vote greater than seventy five percent (75%) of all Directors:

(i) approval of capital and operating budgets;

(ii) approval, extension, or termination of the Operating Agreement, *provided that*, the following shall require only a majority vote: (x) termination pursuant to Section 1.2(e) of the Operating Agreement if ARCO's Affiliate is the operator and such Affiliate causes a material breach of the Operating Agreement, and (y) maintaining BP Pipelines (North America) Inc. as operator after the termination or expiration of the Operating Agreement dated January 31, 2006;

(iii) the incurrence of indebtedness or entering into an operating lease by the Company in excess of ten million dollars (\$10,000,000) in outstanding aggregate principal amount;

(iv) the mortgage, pledge or other encumbrance of the Company's assets having a value then outstanding in excess of ten million dollars (\$10,000,000) in the aggregate;

(v) the commencement of any proceeding or the filing of any petition seeking relief under any bankruptcy law, or the consent to the institution of, or the failure to contest in a timely and appropriated manner, any such proceeding or filing; the application for or consent to the appointment of a receiver, trustee, custodian, sequester, conservator or similar official; the making of a general assignment for the benefit of creditors; the admitting in writing of its inability to pay its debts as they become due; or the taking of any action for the purpose of effecting any of the foregoing;

(vi) the purchase, lease, exchange or acquisition of any equity interest or assets, including through merger, consolidation or other extraordinary business combination with any other entity other than in the ordinary course of business, where the consideration represents more than ten million dollars (\$10,000,000);

(vii) the acquisition of another business or line of business by the Company, including through merger, consolidation or other extraordinary business combination where the consideration represents more than ten million (\$10,000,000);

(viii) the registration of any of the Company's securities for a public offering;
and

(ix) public representations, announcements, press releases, or press briefings concerning OLYMPIC Pipe Line that specifically name a Shareholder; except that a Shareholder shall have the right to report material events as required under applicable law.

(b) The following matters (the "Unanimous Matters") shall require the unanimous vote of the stockholders of the Company:

(i) any change of the Company's name or any amendment or restatement of the Certificate of Incorporation or Bylaws of the Company;

(ii) a change in the scope of the business of OLYMPIC beyond traditional products pipeline activities, storage, asset leasing and related activities and services;

(iii) agreements and approvals for connections in or out of the OLYMPIC system, expansions of the system or segment capacity, and shutdowns or idling of segments;

(iv) tariff filings, joint tariff and other tariff agreements, tariff settlement agreements and shipper charges;

(v) the issuance, redemption, purchase or sale of stock by OLYMPIC;

(vi) the sale, lease, transfer or other disposition by the Company of all or substantially all of its assets or other extraordinary business combination involving the Company;

(vii) the conversion of the Company from a corporation to another structure;

(viii) mergers or consolidations; and

(ix) acquiring any record or beneficial equity interest as a principal, trustee, stockholder, partner, joint venture or otherwise.

For all other actions, other than those listed above as Supermajority Matters or Unanimous Matters, the actions will require the affirmative vote of a majority of stockholders of the Company.

6. RESERVED RIGHTS.

Each of OLYMPIC and the Shareholders reserves all rights not expressly limited by this Agreement, particularly including all rights freely to compete with each other. Each Shareholder shall have the unqualified right to acquire, construct, operate and maintain any pipeline, pipelines or other facilities that it may choose, whether or not competitive with any pipeline or other facility of OLYMPIC, without incurring any liability to OLYMPIC or to any other Shareholder, and shall be wholly free from any right or privilege in OLYMPIC or any other Shareholder to participate in any manner or to any extent whatsoever in such pipeline, pipelines or other facilities.

7. ASSIGNMENT.

This Agreement may not be assigned by any Shareholder apart from its transfer of its shares of OLYMPIC capital stock, in accordance with the provisions of this Agreement.

8. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

9. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and addressed to the addressee at the address set forth below, or at such other address as may be specified in writing to the other party. All such notices shall be deemed to have been given only if (i) delivered personally, (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, (iii) sent by next-day or overnight mail or delivery, or (iv) sent by facsimile.

All such notices, requests, demands, waivers and other communications shall be deemed to have been received (i) if by personal delivery on the date of such delivery, (ii) if by certified, registered, next-day or overnight mail or delivery, on the date delivered, and (iii) if by facsimile, on the day on which such, facsimile was received.

OLYMPIC: Olympic Pipe Line Company
2319 Lind Avenue S.W.
Renton, Washington 98057
Att'n: President
Facsimile: 425-981-2525

ARCO: ARCO Midcon LLC
c/o BP Pipelines (North America) Inc.
501 Westlake Park Blvd.
Houston, TX 77079
Att'n: John Chandler

ENBRIDGE: Enbridge Holdings (Olympic) L.L.C.
1100 Louisiana, Ste. 3300
Houston, TX 77002
Facsimile 713.821.2229
Att'n: Senior Counsel, Liquids
Facsimile: 713-821-2229

10. PERIOD.

This Agreement shall be in effect from its effective date until December 31, 2015. Thereafter, this Agreement shall remain in effect on a yearly basis, unless a party notifies the other parties, with at least six (6) months notice, of their desire to either cancel or modify the Agreement.

11. AMENDMENT OR MODIFICATION.

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by the parties to be bound.

12. INTERPRETATION AND FAIR CONSTRUCTION.

In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for or against any party.

13. SEVERABILITY.

In case any term of this Agreement shall be invalid, illegal, or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement shall not in any way be affected thereby, and at such time that the invalid, illegal, or unenforceable provision shall be determined to be such, it shall thereupon be automatically amended and adjusted to such extent, but only to such extent, as may be necessary to render it valid, legal and enforceable.

14. WAIVER OF BREACH.

The failure of any party hereto to insist upon strict performance of any of the covenants and agreements herein contained, or to exercise any option or right herein conferred, in anyone or more instances, shall not be construed to be a waiver or relinquishment of any such option or right, or of any other covenants or agreements, but the same shall be and remain in full force and effect.

15. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein. Any and all prior agreements, discussions, negotiations, commitments and understandings relating thereto are merged herein and shall not survive the signing of this Agreement.

16. AMENDMENT OF BYLAWS.

The parties agree to promptly amend the Bylaws of OLYMPIC as may be necessary to conform to the provisions of this Agreement.

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EXECUTED IN counterparts (each of which shall be deemed an original but from which only one set of rights and obligations arises), as of the date first herein written.

OLYMPIC

OLYMPIC PIPE LINE COMPANY

ATTEST:

Secretary

By: _____
Its: _____

SHAREHOLDERS:

ARCO MIDCON LLC

ATTEST:

Secretary/Assistant Secretary

By: _____
Its: _____

ATTEST:

ENBRIDGE HOLDINGS (OLYMPIC) L.L.C.

Secretary/Assistant Secretary

By: _____
Its: _____

FORM OF ASSIGNMENT AND CONVEYANCE AGREEMENT

This ASSIGNMENT AND CONVEYANCE AGREEMENT (this "Agreement") is entered into as of [_____], 2010 by and between (a) ARCO Midcon LLC, a Delaware limited liability company ("Assignor"), and (b) Enbridge Holdings (Olympic) L.L.C., a Delaware limited liability company ("Assignee"). All capitalized terms used but not defined herein shall have the meanings set forth in that certain Interest Purchase Agreement, dated as of August 4, 2010 (the "Purchase Agreement"), by and between Assignee and Assignor.

WHEREAS, pursuant to the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, are incorporated herein by this reference), and those certain instruments of conveyance, transfer and assumption set forth in Section 2.3 of the Purchase Agreement and dated as of the date hereof, delivered by Seller to Assignee, Assignee is acquiring the Olympic Shares from Seller as described therein;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell to Assignee, and Assignee has agreed to purchase from Assignor, the Olympic Shares on and subject to the terms and conditions set forth in this Agreement and in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and in the Purchase Agreement, and for other good and valuable consideration (including without limitation consideration received on Assignor's behalf pursuant to the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. ASSIGNMENT OF THE OLYMPIC SHARES.

Assignor hereby sells, conveys, assigns, transfers and delivers unto Assignee all of Assignor's right, title and interest in and to the Olympic Shares, together with all of Assignor's rights and obligations with respect to such Olympic Shares from and after the date hereof.

IT IS THE EXPLICIT INTENT OF EACH OF THE PARTIES HERETO THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE PURCHASE AGREEMENT, ASSIGNOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (WHETHER EXPRESS OR IMPLIED), AT LAW OR IN EQUITY, WITH RESPECT TO ASSIGNOR, THE OLYMPIC SHARES, THE PIPELINE SYSTEM, THE ASSETS OF OLYMPIC OR THE ASSUMED LIABILITIES, AND ASSIGNOR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY PURPOSE OR ANY REPRESENTATION OR WARRANTY AS TO VALUE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ASSIGNOR SHALL CONVEY TO BUYER THE OLYMPIC SHARES IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, WITHOUT ANY GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED), AS TO THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR ASSIGNEE'S INTENDED USE OR PURPOSE OR A PARTICULAR USE OR PURPOSE OR ANY USE OR

PURPOSE WHATSOEVER. ASSIGNEE AGREES TO ACCEPT THE OLYMPIC SHARES "AS-IS", "WHERE-IS", IN THEIR PRESENT CONDITION AND STATE OF REPAIR, WITH ALL FAULTS, LIMITATIONS AND DEFECTS (HIDDEN AND APPARENT) AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, WITHOUT ANY GUARANTEES OR WARRANTIES (WHETHER EXPRESS OR IMPLIED), AT LAW OR IN EQUITY, AS TO THEIR TITLE, QUALITY, MERCHANTABILITY OR THEIR FITNESS FOR ASSIGNEE'S INTENDED USE OR PURPOSE OR A PARTICULAR USE OR PURPOSE OR ANY USE OR PURPOSE WHATSOEVER. ALL REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED), AT LAW OR IN EQUITY, OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN OR IN THE PURCHASE AGREEMENT, ARE EXCLUDED. EXCEPT AS EXPRESSLY PROVIDED IN THE PURCHASE AGREEMENT, ASSIGNOR AND THE OTHER MEMBERS OF THE BP GROUP DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY OTHER REPRESENTATION, WARRANTY, STATEMENT OR INFORMATION MADE OR COMMUNICATED (WHETHER ORALLY OR IN WRITING) TO ASSIGNEE OR THE OTHER MEMBERS OF BUYER GROUP, INCLUDING WITH RESPECT TO ASSIGNOR, OLYMPIC, THE PIPELINE SYSTEM, THE ASSETS OF OLYMPIC, THE OLYMPIC SHARES OR THE ASSUMED LIABILITIES. IN ENTERING INTO THIS PURCHASE AGREEMENT, ASSIGNEE HAS HAD THE OPPORTUNITY TO CONDUCT SUCH INVESTIGATION AS IT CONSIDERED APPROPRIATE.

SECTION 2. ASSUMPTION OF ASSIGNEE; RESIGNATION OF ASSIGNOR

Assignee hereby accepts the sale, conveyance, assignment, transfer and delivery of the Olympic Shares and assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions, agreements and obligations required of it as the owner of the Olympic Shares and as a shareholder of Olympic under the Olympic Shareholders Agreement.

SECTION 3. PURCHASE AGREEMENT.

The parties hereto hereby acknowledge and agree that this Agreement is made pursuant to and is subject to the terms and conditions of the Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities of Assignor contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Agreement (including any disclaimers) and the Purchase Agreement, the terms of the Purchase Agreement shall control. The disclaimers contained herein shall not have the effect of limiting, restricting, restraining, supplementing, modifying, amplifying, or amending any of the representations, warranties, covenants, agreements or obligations contained in the Purchase Agreement. All capitalized terms used but not otherwise defined in this Agreement shall have the same meanings as set forth in the Purchase Agreement.

SECTION 4. AMENDMENT.

This Agreement may be amended, modified or supplemented only by written agreement of the parties hereto. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 5. GOVERNING LAW.

This Agreement and any claims with respect to the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any choice of law rules which may direct application of the laws of another jurisdiction.

SECTION 6. ENTIRE AGREEMENT.

This Agreement, the Purchase Agreement and the other agreements contemplated hereby and thereby and referenced herein and therein constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

SECTION 7. FURTHER ASSURANCES.

Each of the parties hereto covenants and agrees, at its own expense, from time to time, as and when requested by the other party hereto, to execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take or cause to be taken, all such further or other actions, as such other party or its successors and permitted assigns may reasonably deem necessary or desirable in order to more effectively consummate the assignments and assumptions contemplated by this Agreement.

SECTION 8. COUNTERPARTS.

This Agreement may be executed in one or more counterparts (including by means of facsimile or email of a portable document format (.pdf) of the signature pages), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be executed effective as of the date and year first written above.

**ASSIGNOR:
ARCO MIDCON LLC,
A DELAWARE LIMITED LIABILITY
COMPANY**

By: _____
Name:
Title:

**ASSIGNEE:
ENBRIDGE HOLDINGS (OLYMPIC)
L.L.C., A DELAWARE LIMITED
LIABILITY COMPANY**

By: _____
Name:
Title:

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of [____], 2010, by and between ARCO Midcon LLC, a Delaware limited liability company ("Assignor") and Enbridge Holdings (Olympic) L.L.C., a Delaware limited liability company ("Buyer"). All capitalized terms used but not defined herein shall have the meanings set forth in that certain Interest Purchase Agreement, dated as of August 4, 2010 (the "Purchase Agreement"), by and between Buyer and Assignor.

RECITALS

WHEREAS, pursuant to the Purchase Agreement (the terms of which, including all Schedules and Exhibits thereto, are incorporated herein by this reference), and those certain instruments of conveyance, transfer and assumption set forth in Section 2.3 of the Purchase Agreement and dated as of the date hereof, delivered by Seller to Buyer, Buyer is acquiring the Olympic Shares from Seller as described therein;

WHEREAS, the transfer and conveyance of the Olympic Shares to Buyer includes, as a condition thereof, the assumption by Buyer of all the Assumed Liabilities and all of Assignor's rights and obligations under the Assigned Contracts set forth on Schedule A attached hereto to the extent attributable to the Olympic Shares; and

WHEREAS, Buyer and Assignor now desire to evidence and effectuate the assumption by Buyer of the Assumed Liabilities and all of Assignor's rights and obligations under the Assigned Contracts to the extent attributable to the Olympic Shares.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Assignor hereby covenant and agree as follows:

1. Assignor does hereby assign to Buyer, and Buyer hereby accepts and assumes, and agrees to pay, honor, perform and discharge when due the Assumed Liabilities. Assignor shall not have any liability or obligation, direct or indirect, absolute or contingent, related to the Assumed Liabilities.

2. Assignor hereby assigns to Buyer and its successors and assigns, Assignor's right, title and interest to the Assigned Contracts set forth on Schedule A attached hereto, to have and to hold the same forever. Buyer hereby accepts such assignment and agrees to assume all of Assignor's obligations under the Assigned Contracts set forth on Schedule A attached hereto to the extent attributable to the Olympic Shares.

3. Notwithstanding anything to the contrary in this Agreement, the Purchase Agreement or in any other document delivered in connection herewith or therewith, the Assumed Liabilities shall expressly exclude the Excluded Liabilities.

4. Buyer's assumption of the Assumed Liabilities shall not be subject to offset by reason of any actual or alleged breach of any representation, warranty or covenant contained in the Purchase Agreement or any agreement or document delivered in connection therewith or any right or alleged right to indemnification thereunder.

5. From time to time, as and when requested by Assignor, Buyer shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take or cause to be taken, all such further or other actions, as Assignor or its successors and permitted assigns may reasonably deem necessary or desirable in order that Buyer can more effectively assume, perform and discharge the Assumed Liabilities.

6. From time to time, as and when requested by Buyer, Assignor shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take or cause to be taken, all such further or other actions, as Buyer or its successors and permitted assigns may reasonably deem necessary or desirable in order that Buyer can more effectively assume, perform and discharge its obligations under the Assigned Contracts.

7. This Agreement may be executed in one or more counterparts (including by means of facsimile or email of a portable document format (.pdf) of the signature pages) and all such counterparts taken together shall constitute one and the same Agreement.

8. The parties hereto hereby acknowledge and agree that this Agreement is made pursuant to and is subject to the terms and conditions of the Purchase Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities of Assignor contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control. All capitalized terms used but not otherwise defined in this Agreement shall have the same meanings as set forth in the Purchase Agreement.

9. This Agreement, the Purchase Agreement and the other agreements contemplated hereby and thereby and referenced herein and therein constitute the entire agreement among the parties hereto and supersede any prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

10. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any choice of law rules which may direct the application of the laws of another jurisdiction.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

ARCO MIDCON LLC

By: _____
Name: _____
Title: _____

**ENBRIDGE HOLDINGS (OLYMPIC)
L.L.C.**

By: _____
Name: _____
Title: _____

SCHEDULE A -- ASSIGNED CONTRACTS

1. The Olympic Pipe Line Company Shareholders Agreement between Olympic Pipe Line Company, Arco Midcon LLC and Enbridge Holdings (Olympic) L.L.C., dated January 31, 2006.
2. The Shareholder Loan Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated May 1, 2006.
3. The 2007 Financing Agreement between ARCO Midcon LLC, Enbridge Holding (Olympic) L.L.C. and Olympic Pipe Line Company, dated December 31, 2007.