

CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

Tesoro Corporation,
as Pledgor

By: _____

Name: _____

Title: Authorized Officer

Signature Page
Tesoro Corporation
Pledge Agreement

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
as Agent

By: _____

Name: _____

Title: _____

Signature Page
Tesoro Corporation
Pledge Agreement

SCHEDULE 1

TO THE PLEDGE AGREEMENT

PLEDGED SHARESPledged Shares

Pledgor	Issuer	Issuer's Jurisdiction of Formation	Class of Equity Interest	Certificate No(s)	Number of Units	Percentage of Issued and Outstanding Units
Tesoro Corporation	Tesoro Refining & Marketing Company LLC	Delaware	Membership Interest	Uncertificated	N/A	100.0%
Tesoro Corporation	Tesoro Alaska Company	Delaware	Capital Stock	3	10	100.0%

Schedule 1-1

ANNEX A
TO THE PLEDGE AGREEMENT

SUPPLEMENT NO. [], dated as of [], 201__ (this “Supplement”) to the PLEDGE AGREEMENT, dated as of January 28, 2013 (the “Pledge Agreement”), among Tesoro Corporation, a Delaware corporation (the “Pledgor”) and JPMorgan Chase Bank, National Association, as Collateral Agent (in such capacity, together with its successors, the “Agent”) under the Credit Agreement referred to below for the benefit of the Secured Parties.

- A. Reference is made to (a) that certain Credit Agreement, dated as of January 28, 2013 (the “Credit Agreement”) among the Pledgor as the Borrower under the Credit Agreement, the banks, financial institutions and other lending institutions from time to time party thereto (the “Lenders”), JPMorgan Chase Bank, National Association, as Administrative Agent and Collateral Agent and (b) the Guarantee, dated as of January 28, 2013 (the “Guarantee”), among the Guarantors party thereto and the Agent.
- B. Capitalized terms used herein and not otherwise defined herein (including in the preamble and the recitals hereto) shall have the meanings assigned to such terms in the Pledge Agreement or the Credit Agreement, as applicable. The rules of construction and the interpretive provisions specified in Section 1(c) of the Pledge Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.
- C. The Pledgor has entered into the Pledge Agreement in order to induce the Secured Parties to enter into the Credit Agreement and to make their respective Loans to the Pledgor thereunder.
- D. The Pledgor is the legal and beneficial owner of the Equity Interests described in Schedule 1 hereto and issued by the entities named therein (such pledged Equity Interests, together with all other Equity Interests required to be pledged under the Pledge Agreement (the “After-acquired Additional Pledged Shares”), referred to collectively herein as the “Additional Pledged Shares”).

- E. Section 7.13 of the Credit Agreement and the Pledge Agreement provide that the existing Pledgor may pledge Additional Pledged Shares by execution and delivery of an instrument in the form of this Supplement. The Pledgor is executing this Supplement in accordance with the requirements of Section 4 of the Pledge Agreement to pledge to the Agent, for the benefit of the Secured Parties, the Additional Pledged Shares in order to induce the Secured Parties to enter into the Credit Agreement and to make their respective Loans to the Pledgor thereunder.

Accordingly, the Agent and the Pledgor agree as follows:

SECTION 1. In accordance with Section 4 of the Pledge Agreement, the Pledgor by its signature hereby transfers, assigns and pledges to the Agent, for the benefit of the Secured Parties, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in all of the Pledgor's right, title and interest in the following, whether now owned or existing or hereafter acquired or existing (collectively, the "Additional Collateral") as collateral security for the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations:

- (a) the Additional Pledged Shares, the certificates, if any, representing such Additional Pledged Shares, any interest of the Pledgor in the entries on the books of the issuer of the Additional Pledged Shares or any financial intermediary pertaining to the Additional Pledged Shares, all rights with respect to the Additional Pledged Shares and all dividends, cash, warrants, rights, instruments and other property or Proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Additional Pledged Shares;

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- (b) to the extent not covered by clause (a), all Proceeds of any or all of the foregoing Additional Collateral.

For purposes of the Pledge Agreement, the Collateral shall be deemed to include the Additional Collateral.

SECTION 2. This Supplement may be executed by one or more of the parties to this Supplement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e., a "pdf" or "tif" file)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Supplement signed by all the parties shall be lodged with the Agent and the Pledgor. This Supplement shall become effective as to the Pledgor when the Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the Pledgor and the Agent.

SECTION 3. Except as expressly supplemented hereby, the Pledge Agreement shall remain in full force and effect.

SECTION 4. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Any provision of this Supplement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Pledge Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Pledgor and the Agent have duly executed this Supplement to the Pledge Agreement as of the day and year first above written.

[PLEDGOR],

as Pledgor

By: _____
Name:
Title:

Signature Page
Tesoro Corporation
Supplement to Pledge Agreement

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
as Agent

By: _____
Name:
Title:

Signature Page
Tesoro Corporation
Supplement to Pledge Agreement

SCHEDULE 1
TO SUPPLEMENT NO. []
TO THE PLEDGE AGREEMENT

PLEDGED SHARES

Pledged Shares

Pledgor	Issuer	Issuer's Jurisdiction of Formation	Class of Equity Interest	Certificate No(s)	Number of Units	Percentage of Issued and Outstanding Units

EXHIBIT D

FORM OF SPECIFIED DISCOUNT PREPAYMENT NOTICE

Date: [____], [____]

To: JPMorgan Chase Bank, National Association, as Auction Agent

Ladies and Gentlemen:

This Specified Discount Prepayment Notice is delivered to you pursuant to Section 4.1(c)(ii) of that certain Credit Agreement, dated as of January 28, 2013 (as further amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “**Credit Agreement**”), among Tesoro Corporation, a Delaware corporation (the “**Borrower**”), the lenders from time to time party thereto and JPMorgan Chase Bank, National Association, as Administrative Agent and Collateral Agent. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement.

Pursuant to Section 4.1(c) of the Credit Agreement, the Borrower hereby offers to make a Discounted Loan Prepayment to each Lender on the following terms:

1. This Borrower Offer of Specified Discount Prepayment is available only to each Lender.
2. The Specified Discount Prepayment Amount is \$[].¹
3. The Specified Discount is []%.²

To accept this offer, you are required to submit to the Administrative Agent a Specified Discount Prepayment Response on or before 5:00 p.m. New York time on the date that is three (3) Business Days following the date of delivery of this notice pursuant to Section 4.1(c)(ii) of the Credit Agreement.

The Borrower hereby represents and warrants to the Administrative Agent and the Lenders as follows:

[At least ten (10) Business Days have passed since the consummation of the most recent Discounted Loan Prepayment as a result of a prepayment made by the Borrower on the applicable Discounted Prepayment Effective Date.][At least three (3) Business Days have passed since the date the Borrower was notified that no Lender was willing to accept any prepayment of any Loan and/or Other Loan at the Specified Discount.]³

The Borrower acknowledges that the Auction Agent and the Lenders are relying on the truth and accuracy of the foregoing representations and warranties in connection with their decision whether or not to accept the offer set forth in this Specified Discount Prepayment Notice and the acceptance of any prepayment made in connection with this Specified Discount Prepayment Notice.

¹ Must not be less than \$1,000,000 and must be in whole increments of \$500,000.

² Expressed in terms of percentage discount to par.

³ Insert applicable representation.

The Borrower requests that Auction Agent promptly notify each of the Lenders party to the Credit Agreement of this Specified Discount Prepayment Notice.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the undersigned has executed this Specified Discount Prepayment Notice as of the date first above written.

[Executed as a Deed by
Tesoro Corporation]

By: _____
Name:
Title:

By: _____
Witness
Name:
Title:

Enclosure: Form of Specified Discount Prepayment Response

EXHIBIT E

FORM OF NOTICE OF BORROWING

[], 2013

JPMorgan Chase Bank, National Association
as Administrative AgentRe: Tesoro Corporation Notice of Borrowing

Ladies and Gentlemen:

This Notice of Borrowing is delivered to you pursuant to Section 2.3 of the Term Loan Credit Agreement, dated as of January 28, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Tesoro Corporation, a Delaware corporation (the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”) and JPMorgan Chase Bank, National Association, as Administrative Agent and Collateral Agent (such terms and each other capitalized term used but not defined herein having the meaning provided in Section 1 of the Credit Agreement).

The Borrower hereby requests that Initial Term Loans be made as follows:

1. Aggregate principal amount of the requested Initial Term Loans is \$500,000,000;
2. Date of such Borrowing is [_____];
3. Requested Borrowing is to be [an ABR Loan] [a LIBOR Loan];
4. [In the case of a LIBOR Loan, the initial Interest Period applicable thereto is [_____]];¹
5. Location and number of the Borrower's account to which funds are to be disbursed is as follows:

[_____]]
 [_____]]
 [_____]]
 [_____]]
 [_____]]

The Borrower hereby represents and warrants that each of the representations and warranties of the Loan Parties set forth in the Loan Documents shall be true and correct in all material respects on and as of the date of Borrowing set forth in clause (2) above, both before and after giving effect to the Initial Term Loans requested hereby, unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date).

[Remainder of page intentionally left blank; signature page follows]

¹ If no Interest Period is selected, the Borrower shall be deemed to have selected an Interest Period of one month's duration.

Interest Periods are to be one, two, three or six-month periods or, if available to all the Lenders making such LIBOR Loans as determined by such Lenders in good faith based on prevailing market conditions, any period shorter than one month requested by the Borrower.

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IN WITNESS WHEREOF, the undersigned has duly executed this Notice of Borrowing by its authorized representative as of the day and year first above written.

TESORO CORPORATION

By: _____

Name:

Title:

Signature Page
Tesoro Corporation –Term Loan Credit Agreement
Notice of Borrowing

EXHIBIT F

FORM OF ASSIGNMENT AND ACCEPTANCE AGREEMENT

This Assignment and Acceptance Agreement (the “**Assignment**”) is dated as of the Effective Date set forth below and is entered into by and between *[Insert name of Assignor]* (the “**Assignor**”) and *[Insert name of Assignee]* (the “**Assignee**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement (as defined below), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and accepts from the Assignor, subject to and in accordance with the Standard Terms and

Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, the interest in and to all of the Assignor's rights and obligations under the Credit Agreement and any other documents or instruments delivered pursuant thereto that represents the amount and percentage interest identified below of all of the Assignor's outstanding rights and obligations under the respective facilities identified below (including, to the extent included in any such facilities, letters or credit) (the “**Assigned Interest**”). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and the Credit Agreement, without representation or warranty by the Assignor.

1. Assignor: _____
2. Assignee: _____
3. Borrower: Tesoro Corporation
4. Administrative Agent: JPMorgan Chase Bank, National Association, as Administrative Agent under the Credit Agreement (as defined below).
5. Credit Agreement: The Term Loan Credit Agreement, dated as of January 28, 2013 (the “**Credit Agreement**”), among TESORO CORPORATION, a Delaware corporation (the “**Borrower**”), the lenders from time to time party thereto (the “**Lenders**”), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Administrative Agent and Collateral Agent, (such terms and each other capitalized term used but not defined herein having the meaning provided in Section 1 of the Credit Agreement).

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6. Assigned Interest:

Class of Loans	Total Loans of all Lenders of such Class	Amount of Loans Assigned	Percentage of all Loans of such Class ¹
[Initial Term Loans] [Class [] Loans]	\$ _____	\$ _____	_____ %

Effective Date: _____, 20__

[TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

7. Notice and Wire Instructions:

[NAME OF ASSIGNOR]

[NAME OF ASSIGNEE]

Notices:

Notices:

 Attention:
 Telecopier:

 Attention:
 Telecopier:

with a copy to:

Attention:
Telecopier:Wire Instructions:

[_____]

with a copy to:

Attention:
Telecopier:Wire Instructions:

[_____]

[Remainder of page intentionally left blank; signature page follows]

¹ Set forth, to at least 9 decimals, as a percentage of the Loans of all Lenders of such Class.

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The terms set forth in this Assignment are hereby agreed to:

ASSIGNOR:

[NAME OF ASSIGNOR]

By:

Name:

Title:

ASSIGNEE:

[NAME OF ASSIGNEE]