

Location of Inventory: N/A

Exact Legal Name of Grantor:

**Tesoro Trading Company**

Chief Executive Office:

19100 Ridgewood Parkway

San Antonio, TX 78259

FEIN: XX-XXXXXXX

Jurisdiction of Incorporation/Organization/Formation: Delaware

Location of Inventory: N/A

Exact Legal Name of Grantor:

**Tesoro Wasatch, LLC**

Chief Executive Office:

19100 Ridgewood Parkway

San Antonio, TX 78259

FEIN: XX-XXXXXXX

Jurisdiction of Incorporation/Organization/Formation: Delaware

Location of Inventory: N/A

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Exact Legal Name of Grantor:

**Tesoro West Coast Company, LLC**

Chief Executive Office:

19100 Ridgewood Parkway

San Antonio, TX 78259

FEIN: XX-XXXXXXX

Jurisdiction of Incorporation/Organization/Formation: California, Washington

Location of Inventory: N/A

Exact Legal Name of Grantor:

**Treasure Franchise Company LLC**

Chief Executive Office:

19100 Ridgewood Parkway

San Antonio, TX 78259

FEIN: XX-XXXXXXX

Jurisdiction of Incorporation/Organization/Formation: Delaware

Location of Inventory: N/A

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**EXHIBIT “B”**  
(See Sections 3.1 and 3.11 of Security Agreement)

**UCC FILING JURISDICTIONS**

<b>Debtor</b>	<b>Jurisdiction</b>
Tesoro Corporation	Delaware
Gold Star Maritime Company	Delaware
Smiley's Super Service, Inc.	Hawaii
Tesoro Alaska Company	Delaware
Tesoro Aviation Company	Delaware
Tesoro Companies, Inc.	Delaware
Tesoro Environmental Resources Company	Delaware
Tesoro Far East Maritime Company	Delaware
Tesoro Hawaii, LLC	Hawaii
Tesoro Insurance Holding Company	Delaware
Tesoro Maritime Company	Delaware
Tesoro Northstore Company	Alaska
Tesoro Refining & Marketing Company LLC	Delaware
Tesoro Sierra Properties, LLC	Delaware
Tesoro SoCal Pipeline Company LLC	Delaware
Tesoro South Coast Company, LLC	Delaware
Tesoro Trading Company	Delaware
Tesoro Wasatch, LLC	Delaware
Tesoro West Coast Company, LLC	Delaware
Treasure Franchise Company LLC	Delaware

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**EXHIBIT “C”**

Form of Landlord Agreement<sup>5</sup>

To: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
as Agent  
2200 Ross Avenue, 9<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention of Region Manager  
Telecopy No. (214) 965-4731

[Name of Entity], a [Type of Entity] ("Grantor"), is the lessee under a lease between Grantor and \_\_\_\_\_ (the "Lessor") covering the premises located at \_\_\_\_\_ (the "Premises") as more fully described in the lease attached hereto as Exhibit A and as modified by any amendments, if any, attached thereto (collectively, the "Lease"). The Lessor is the sole owner of the Premises. Grantor has certain of its assets located on the Premises.

Grantor has entered into that certain Security Agreement dated as of January 28, 2013 by and among Tesoro Corporation (the "Company"), certain subsidiaries of the Company and JPMorgan Chase Bank, National Association, as Agent (the "Agent") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to secure the obligations of the Company under that certain Term Loan Credit Agreement dated as of January 28, 2013 by and among the Company, the lending institutions from time to time parties thereto as Lenders (collectively, the "Lenders") and the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein but not defined herein or in the Security Agreement shall have the meanings ascribed thereto in the Credit Agreement.

In order to induce the Agent and the Lenders (together with their respective agents, successors and assigns) to continue such financing arrangements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby certifies and agrees as follows:

- (i) The Lease is in full force and effect, and in the form attached hereto as Exhibit A, represents the full and complete agreement between the Grantor and the undersigned concerning the Premises and the Lease shall not be amended or modified in any material respect without the Agent's prior written consent, which consent shall not be unreasonably withheld.
- (ii) Grantor is not in default under the Lease, nor, to the undersigned's knowledge, are there any events or conditions which, by the passage of time or giving of notice or both, would constitute a default thereunder by Grantor.

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<sup>5</sup> To be modified to be in recordable form in the applicable jurisdiction.

(iii) The undersigned will not assert against any of Grantor's assets any statutory or possessory liens, including, without limitation, rights of levy or distraint for rent.

(iv) The undersigned is not aware of any dispute, action, suit, condemnation proceeding, claim, or right of setoff pending or threatened with respect to the Lease or the Premises.

(v) None of the Collateral located on the Premises shall be deemed to be fixtures.

(vi) The undersigned will notify the Agent if Grantor defaults on its lease obligations to the undersigned and allow the Agent thirty (30) days from the Agent's receipt of notice in which to cure or cause Grantor to cure any such defaults. If such default cannot reasonably be cured within the thirty (30) day period, and provided the Agent is diligently pursuing a cure, then the Agent shall have a reasonable period to cure such default.

(vii) The undersigned shall accept performance by the Agent of the Grantor's obligations under the Lease as though the same had been performed by the holder of the Grantor's interest therein at the time of such performance. Upon the cure of any such default, any notice of Landlord advising of any default or any action of the undersigned to terminate the Lease or to interfere with the occupancy, use or enjoyment of the Premises by reason thereof, which action has not been completed, shall be deemed rescinded and the Lease shall continue in full force and effect. The undersigned shall not be required to continue any possession or continue any action to obtain possession upon the cure of any such default.

(viii) If, for any reason whatsoever, the undersigned either deems itself entitled to redeem or to take possession of the Premises during the term of Grantor's lease, the undersigned will notify the Agent five (5) days before taking such action.

(ix) If Grantor defaults on its obligations to the Agent or any Lender and, as a result, the Agent undertakes to enforce its security interest in the Collateral, the undersigned will permit the Agent to remain on the Premises for one-hundred and twenty (120) days (provided, that the foregoing period shall be tolled from and during the pendency of any bankruptcy or other insolvency proceedings with respect to the Grantor) after the later to occur of (a) the date on which the Agent gives the undersigned notice of the default and (b) the date on which the Agent is given access to the Premises, provided the Agent pays the rental payments due under the Lease for the period of time the Agent occupies the Premises, or, at the Agent's option, to remove the Collateral from the Premises within a reasonable time, not to exceed one-hundred and twenty (120) days (provided, that the foregoing period shall be tolled from and during the pendency of any bankruptcy or other insolvency proceedings with respect to the Grantor) after the later to occur of (i) the date on which the Agent gives the undersigned notice of the default and (ii) the date on which the Agent is given access to the Premises, provided the Agent pays the rental payments due under the Lease for the period of time the Agent occupies the Premises, and will not hinder the Agent's actions in enforcing its liens on the Collateral.

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(x) In the event that Grantor shall become a debtor under the Federal Bankruptcy Code and, in connection therewith, Grantor shall reject the Lease as an executory contract, then within thirty (30) days following such rejection, upon the written request by the Agent, the undersigned shall enter into a new lease of the Premises with the Agent or its designee (who shall be reasonably acceptable to the undersigned), for the benefit of the Lenders which new lease (1) shall be effective as of the date of the termination of the Lease, (2) shall be for a term expiring as of the last day of the term of the Lease, and (3) shall be on substantially the same terms and conditions as the Lease (including any provisions for renewal or extension of the term of the Lease); provided that the Agent or such designee, as the case may be, shall be required, as a condition to the effectiveness of such new lease, to pay the Lessor any amount equal to any rent remaining unpaid by Grantor under the Lease.

Any notice(s) required or desired to be given hereunder shall be directed to the party to be notified at the address stated herein.

The agreements contained herein shall continue in force until the earlier of (i) the expiration date of the Lease (provided no provision is made for the extension or renewal of the Lease) or (ii) the date on which all of Grantor's

obligations and liabilities to the Agent and the Lenders are paid and satisfied in full and all financing arrangements between Agent and the Lenders and Grantor have been terminated.

The Lessor will notify all successor owners, transferees, purchasers and mortgagees of the existence of this waiver. This waiver may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of the Lessor, upon any successor owner or transferee of the Premises, and upon any purchasers, including any mortgagee, from the Lessor.

THE LESSOR AGREES THAT NOTHING CONTAINED IN THIS WAIVER SHALL BE CONSTRUED AS AN ASSUMPTION BY THE AGENT OR ANY LENDERS OF ANY OBLIGATIONS OF GRANTOR CONTAINED IN THE LEASE.

THIS WAIVER SHALL NOT IMPAIR OR OTHERWISE AFFECT GRANTOR'S OBLIGATIONS TO PAY RENT AND ANY OTHER SUMS PAYABLE BY GRANTOR OR TO OTHERWISE PERFORM ITS OBLIGATIONS TO THE LESSOR PURSUANT TO THE TERMS OF THE LEASE.

Executed and delivered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_,

\_\_\_\_\_.

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[Name of Lessor]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

AGREED & ACKNOWLEDGED:

[GRANTOR]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
 COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, a \_\_\_\_\_ [type of entity], by the \_\_\_\_\_ of such [type of entity], who acknowledged that (s)he did sign the foregoing instrument on behalf of said [type of entity] and that said instrument is the voluntary act and deed of said [type of entity] and his/her voluntary act and deed as such officer of said [type of entity].

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Notarial Seal)

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### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

Before me, a Notary Public in and for said County, personally appeared \_\_\_\_\_, a \_\_\_\_\_, by the \_\_\_\_\_ of such \_\_\_\_\_, who acknowledged that (s)he did sign the foregoing instrument on behalf of said \_\_\_\_\_ and that said instrument is the voluntary act and deed of said \_\_\_\_\_ and his/her voluntary act and deed as such officer of said \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

(Notarial Seal)

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### EXHIBIT "A"

to  
Landlord Agreement  
Lease<sup>6</sup>

(attached hereto)

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<sup>6</sup> To include legal description of the premises

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EXHIBIT “D”  
Form of Third Party Agreement<sup>7</sup>

To: JPMORGAN CHASE BANK, NATIONAL ASSOCIATION,  
as Agent  
2200 Ross Avenue, 9<sup>th</sup> Floor  
Dallas, Texas 75201  
Attention of Region Manager  
Telecopy No. (214) 965-4731

[Name of Entity], [Type of Entity], ("Grantor"), now does or hereafter may have certain of its merchandise, inventory, or other of its personal property for processing, storage, consignment, engineering, evaluation or repairs, located at \_\_\_\_\_ (the "Premises") owned or leased by the undersigned.

Grantor has entered into that certain Security Agreement dated as of January 28, 2013 by and among Tesoro Corporation (the "Company"), certain subsidiaries of the Company and JPMorgan Chase Bank, National Association, as Agent (the "Agent") (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") to secure the obligations of the Company under that certain Term Loan Credit Agreement dated as of January 28, 2013 by and among the Company, the lending institutions from time to time parties thereto as Lenders (collectively, the "Lenders") and the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used herein but not defined herein or in the Security Agreement shall have the meanings ascribed thereto in the Credit Agreement.

In order to induce the Agent and the Lenders (together with their respective agents, successors and assigns) to continue such financing arrangements, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby certifies and agrees that:

- (i) it is holding and shall hold all present and future Collateral in its possession for the benefit of Agent;
- (ii) it will not assert against any of Grantor's assets any statutory or possessory liens, including, without limitation, rights of levy or distraint for rent, all of which it hereby waives;
- (iii) the Collateral shall be identifiable as being owned by the Grantor and kept reasonably separate and distinct from other property in the possession of the undersigned;

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<sup>7</sup> To be accompanied by three-party UCC in the case of bailees and consignees.

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- (iv) none of the Collateral located on the Premises shall be deemed to be fixtures; and

- (v) if Grantor defaults on its obligations to the Lenders or the Agent and, as a result, the Agent undertakes to enforce its security interest in the Collateral, the undersigned (a) will cooperate with the Agent in its efforts to assemble all of the Collateral located on the Premises, (b) will permit the Agent to either remain on the Premises for one-hundred and twenty (120) days (provided, that the foregoing period shall be tolled from and during the pendency of any bankruptcy or other insolvency proceedings with respect to the Grantor) after the later to occur of (i) the date on which the Agent gives the undersigned notice of the default and (ii) the date on which the Agent is given access to the Premises or to remove the Collateral from the Premises within a



reasonable time, not to exceed one-hundred and twenty (120) days (provided, that the foregoing period shall be tolled from and during the pendency of any bankruptcy or other insolvency proceedings with respect to the Grantor) after the later to occur of (i) the date on which the Agent gives the undersigned notice of the default and (ii) the date on which the Agent is given access to the Premises, provided in either instance that the Agent leaves the Premises in the same condition as existed immediately prior to such 120-day period, and the Agent shall indemnify the undersigned for any damages arising solely out of its occupancy of the Premises, and (c) will not hinder the Agent's actions in enforcing its liens on the Collateral.

Any notice(s) required or desired to be given hereunder shall be directed to the party to be notified at the address stated herein.

The agreements contained herein shall continue in force until the date on which all of Grantor's obligations and liabilities to the Agent and the Lenders are paid and satisfied in full and all financing arrangements among the Agent, the Lenders and Grantor have been terminated.

The undersigned will notify all successor owners, transferees, purchasers and mortgagees of the existence of this agreement. The agreements contained herein may not be modified or terminated orally and shall be binding upon the successors, assigns and personal representatives of the undersigned, upon any successor owner or transferee of any of the Premises, and upon any purchasers, including any mortgagee, from the undersigned.

Executed and delivered this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_.

[Name and Address of Bailee]

(By) \_\_\_\_\_

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## EXHIBIT "E"

(See Sections 3.11, 4.8 and 5.4 of Security Agreement)

### 1. TESORO CORPORATION U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Reg. No.	Reg. Date
TESORO	2,417,979	01/02/2001
TESORO	2,417,980	01/02/2001
TESORO	2,417,983	01/02/2001
TESORO	2,470,027	07/17/2001
TESORO	2,473,954	07/31/2001
TESORO & DESIGN (LEFT SIDE)	2,736,950	07/15/2003

TESORO & DESIGN (LEFT SIDE)	2,487,913	09/11/2001
TESORO & DESIGN (LEFT SIDE)	2,406,814	11/21/2000
TESORO & DESIGN (RIGHT SIDE)	2,498,186	10/16/2001
TESORO & DESIGN (TOP)	2,488,024	09/11/2001
TESORO & DESIGN (TOP)	2,386,019	09/12/2000
TESORO ALASKA & DESIGN	1,630,330	01/01/1991
TESORO DAKOTA PREMIER	3,994,555	07/12/2011
TESORO FREE FILLIN'	3,826,200	07/27/2010
TESORO FREE FILLIN' & DESIGN	3,826,201	07/27/2010
TESORO GALLONS FOR GRADES & DESIGN	3,861,943	10/12/2010
TESORO GIFT CARD	2,978,371	07/26/2005

## 2. OTHER U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

The specific trademarks that (i) contain the name “ARCO” and (ii) will be acquired from Atlantic Richfield Company pursuant to the Purchase and Sale Agreement dated August 8, 2012 by and among Atlantic Richfield Company, BP West Coast Products LLC, ARCO Midcon LLC, ARCO Terminal Services Corporation, ARCO Material Supply Company, CH-Twenty, Inc., Products Cogeneration Company, Energy Global Investments (USA) Inc. and Tesoro Refining and Marketing Company.

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## 3. TESORO CORPORATION STATE TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
USA Gasoline	89227	04/13/2011
USA Gasoline	20111584567	10/20/2011
USA Gasoline	n/a (Idaho)	12/05/2011
USA Gasoline	C20111115-2662	11/15/2011
USA Gasoline	TKO7122101	12/21/2007
USA Gasoline	S41977	11/03/2011
USA Gasoline	8155543	11/16/2011
USA Gasoline	52192	11/06/2007
USA Gasoline	2012-000619927	04/02/2012
USA Gasoline & Design (Horizontal)	56887	10/31/2002
USA Gasoline (Octagon)	56886	10/31/2002
USA Gasoline (Stylized)	89228	04/13/2011
USA Gasoline (Stylized)	56889	10/31/2002
USA Gasoline (Stylized)	20111584593	10/20/2011