

SCHEDULE 1.1(a)
COMMITMENTS

Lender	Commitment
JPMorgan Chase Bank, National Association	\$500,000,000.00
TOTAL:	<div></div> <div>\$500,000,000.00</div>

SCHEDULE 1.1(b)**GUARANTORS**

Tesoro Wasatch, LLC
Tesoro Companies, Inc.
Tesoro Alaska Company
Tesoro Refining & Marketing Company LLC
Tesoro Panama Company, S.A.
Tesoro Canada Supply & Distribution Ltd.
Tesoro Hawaii, LLC
Tesoro West Coast Company, LLC
Tesoro Sierra Properties, LLC
Tesoro Northstore Company
Tesoro South Coast Company, LLC
Tesoro Trading Company
Tesoro Environmental Resources Company
Tesoro Aviation Company
Tesoro Maritime Company
Tesoro Far East Maritime Company
Gold Star Maritime Company
Smiley's Super Service, Inc.
Tesoro Insurance Holding Company
Tesoro SoCal Pipeline Company LLC
Treasure Franchise Company LLC

SCHEDULE 6.8**SUBSIDIARIES**

Entity Name	Jurisdiction of Formation	% Ownership Interest	Designation
Tesoro Wasatch, LLC	Delaware	100.0%	Restricted
Tesoro Companies, Inc.	Delaware	100.0%	Restricted
Tesoro Alaska Company	Delaware	100.0%	Restricted
Tesoro Refining & Marketing Company LLC	Delaware	100.0%	Restricted
Tesoro Alaska Pipeline Company	Delaware	100.0%	Restricted
Kenai Pipe Line Company	Delaware	100.0%	Restricted
Tesoro Logistics GP, LLC	Delaware	100.0%	Unrestricted
Tesoro High Plains Pipeline Company LLC	Delaware	37.6%	Unrestricted
Tesoro Logistics LP	Delaware	37.6%	Unrestricted
Tesoro Logistics Operations LLC	Delaware	37.6%	Unrestricted
Tesoro Logistics Finance Corp.	Delaware	37.6%	Unrestricted
Tesoro Logistics Pipelines LLC	Delaware	37.6%	Unrestricted
Tesoro Logistics Northwest Pipeline LLC	Delaware	37.6%	Unrestricted
Interior Fuels Company	Alaska	100.0%	Restricted
Tesoro Panama Company, S.A.	Panama and Delaware	100.0%	Restricted
Tesoro Petroleum (Singapore) Pte. Ltd.	Singapore	100.0%	Restricted
Tesoro Canada Supply & Distribution Ltd.	British Columbia, Canada	100.0%	Restricted
Tesoro Hawaii, LLC	Hawaii	100.0%	Restricted
Tesoro West Coast Company, LLC	Delaware	100.0%	Restricted
Tesoro Sierra Properties, LLC	Delaware	100.0%	Restricted
Tesoro Northstore Company	Alaska	100.0%	Restricted
Tesoro South Coast Company, LLC	Delaware	100.0%	Restricted
Tesoro Trading Company	Delaware	100.0%	Restricted
Tesoro Environmental Resources Company	Delaware	100.0%	Restricted
Tesoro Aviation Company	Delaware	100.0%	Restricted
Tesoro Maritime Company	Delaware	100.0%	Restricted
Tesoro Far East Maritime Company	Delaware	100.0%	Restricted
Gold Star Maritime Company	Delaware	100.0%	Restricted
Smiley's Super Service, Inc.	Hawaii	100.0%	Restricted
Redland Vision, LLC	Delaware	100.0%	Restricted
RW Land Company	Delaware	100.0%	Restricted
RidgeWood Association	Texas	100.0%	Restricted
Ridgewood Insurance Company	Vermont	100.0%	Unrestricted

Tesoro Insurance Holding Company	Delaware	100.0%	Restricted
Tesoro SoCal Pipeline Company LLC	Delaware	100.0%	Restricted
Treasure Franchise Company LLC	Delaware	100.0%	Restricted

SCHEDULE 6.9
ERISA

No multi-employer plans exist.

SCHEDULE 9.20
FURTHER ASSURANCES

None.

SCHEDULE 11.2**NOTICE ADDRESSES**

If to the Borrower:

Tesoro Corporation
19100 Ridgewood Parkway,
San Antonio, Texas 78259
Attention of General Counsel (Telecopy No. 210-745-4494; Telephone No. 210-626-6000)

With copies to:

Finance Department/Treasurer
Attention of Tracy Jackson (Telecopy No. 210-569-5130; Telephone No. 210-626-6779)

If to the Administrative Agent:

JPMorgan Chase Bank, N.A.
10 S. Dearborn, 7th Floor
Chicago, IL 60603
Attention of Darren Cunningham, Account Manager (Telecopy No. 312-661-6993; Telephone No. 312-385-7080; E-mail: darren.cunningham@jpmorgan.com)

Escalation Contact: Debra A. DiPasquale (Telecopy No. 312-661-6993; Telephone No. 312-732-2687; E-mail: debra.a.dipasquale@jpmorgan.com)

If to the Collateral Agent:

JPMorgan Chase Bank, NA
10 S. Dearborn, 7th Floor
Chicago, IL 60603
Mailcode IL1-1145
Attention of Clarence Lowe and Erica Lowe, Doc Workflow Management

EXHIBIT A

FORM OF GUARANTEE

THIS GUARANTEE (as the same may be amended, restated, supplemented or otherwise modified from time to time, this “Guarantee”) is made as of January 28, 2013 by each of the Subsidiaries of the Borrower (as defined below) party hereto on the date hereof (each an “Initial Guarantor”, and together with any additional Domestic Subsidiaries which become parties to this Guarantee by executing a Supplement hereto in the form attached hereto as Annex I, the

“Guarantors”), in favor of JPMorgan Chase Bank, National Association, as Administrative Agent and Collateral Agent (the “Agent”) for the benefit of the Secured Parties under the below-described Credit Agreement. Each capitalized term used herein and not defined herein shall have the meaning ascribed thereto in the Credit Agreement.

WITNESSETH:

WHEREAS, Tesoro Corporation, a Delaware corporation (the “Borrower”), certain lending institutions (each a “Lender”, and collectively, “Lenders”), and the Agent have entered or are about to enter into a Credit Agreement dated as of January 28, 2013 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the “Credit Agreement”);

WHEREAS, it is a condition precedent to the extensions of credit by the Lenders under the Credit Agreement that each of the Guarantors (constituting all of the Subsidiaries of the Borrower required to execute this Guarantee pursuant to Section 7.13 of the Credit Agreement) execute and deliver this Guarantee, whereby each of the Guarantors, without limitation and with full recourse, shall guarantee the payment when due of all Secured Obligations, including, without limitation, all principal, interest, letter of credit reimbursement obligations and other amounts that shall be at any time payable by the Borrower under the Credit Agreement or the other Loan Documents; and

WHEREAS, in consideration of the direct and indirect financial and other support that the Borrower has provided, and such direct and indirect financial and other support as the Borrower may in the future provide, to the Guarantors, and in consideration of the increased ability of each Guarantor to receive funds through contributions to capital, intercompany advances or otherwise, from funds provided to the Borrower pursuant to the Credit Agreement and the flexibility provided by the Credit Agreement for each Guarantor to do so which significantly facilitates the business operations of the Borrower and each Guarantor and as a result improves the ability of the Borrower and each Guarantor to safeguard important sources of product supply, and in consideration of the improved coordination and productivity of management of the Borrower and each Guarantor through the centralized and integrated treasury and reporting functions fostered by the credit arrangements evidenced by the Credit Agreement, and in order to induce the Lenders and the Agent to enter into the Credit Agreement, each of the Guarantors is willing to guarantee the Secured Obligations under the Credit Agreement and the other Loan Documents;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Representations, Warranties and Covenants. In order to induce the Agent and the Lenders to enter into the Credit Agreement and to make the Loans and the other financial accommodations to the Borrower, each of the Guarantors represents and warrants to each Lender and the Agent as of the date of this Agreement, giving effect to the consummation of the transactions contemplated by the Loan Documents on the Effective Closing Date, and thereafter on the Funding Date as required by Section 5B of the Credit Agreement that:

(a) It (i) is a sociedad anónima, corporation, limited liability company or partnership (or equivalent entity under the laws of its jurisdiction of organization or incorporation) duly organized, validly existing and in good standing under the laws of each of its jurisdictions of organization or incorporation, (ii) is duly qualified to do business under the laws of each of its jurisdictions of organization or incorporation, and (iii) has all requisite power and authority to own, operate and encumber its property and to conduct its business in each jurisdiction in which its business is conducted.

(b) It has the power and authority and legal right to execute and deliver this Guarantee and to perform its obligations hereunder. The execution and delivery by it of this Guarantee and the performance by it of each of its obligations hereunder have been duly authorized by proper proceedings, and this Guarantee constitutes a legal, valid and binding obligation of such Guarantor, enforceable against such Guarantor, in accordance with its terms, except as enforceability may be limited by (i) bankruptcy, insolvency, fraudulent conveyances, reorganization or similar laws relating to or affecting the enforcement of creditors' rights generally, (ii) general equitable principles

(whether considered in a proceeding in equity or at law), and (iii) requirements of reasonableness, good faith and fair dealing.

(c) Neither the execution and delivery by it of this Guarantee, nor the consummation by it of the transactions herein contemplated, nor compliance by it with the terms and provisions hereof, will (i) conflict with any charter or other organizational documents of such Guarantor, (ii) conflict with, result in a breach of or constitute (with or without notice or lapse of time or both) a default under any law, rule, regulation, order, writ, judgment, injunction, decree or award (including, without limitation, any environmental property transfer laws or regulations) applicable to such Guarantor or any provisions of any indenture, instrument or agreement to which such Guarantor is party or is subject or which it or its Property is bound or affected, or require termination of any such indenture, instrument or agreement, (iii) result in or require the creation or imposition of any Lien whatsoever upon any of the property or assets of such Guarantor, other than Liens permitted or created by the Loan Documents, or (iv) require any approval of any of such Guarantor's board of directors or shareholders or unitholders except such as have been obtained. Except as set forth in Section 6.3 of the Credit Agreement, the execution, delivery and performance by the Guarantors of each of the Loan Documents to which such Guarantor is a party do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by any governmental authority, including under any environmental property transfer laws or regulations, except filings, consents or notices which have been made.

- 2 -

In addition to the foregoing, each of the Guarantors covenants that, so long as any Lender has any Commitment outstanding under the Credit Agreement or any amount payable under the Credit Agreement or any other Secured Obligations shall remain unpaid, it will, and, if necessary, will enable the Borrower to, fully comply with those covenants and agreements of the Borrower applicable to such Guarantor set forth in the Credit Agreement.

Section 2. The Guarantee. Each of the Guarantors hereby unconditionally guarantees, jointly and severally with the other Guarantors, the full and punctual payment and performance when due (whether at stated maturity, upon acceleration or otherwise) of the Secured Obligations, including, without limitation, (i) the principal of and interest on the Loans made to the Borrower pursuant to the Credit Agreement, (ii) all other amounts payable by the Borrower under the Credit Agreement and the other Loan Documents, including, without limitation, all Hedging Obligations, and (iii) the punctual and faithful performance, keeping, observance, and fulfillment by the Borrower of all of the agreements, conditions, covenants, and obligations of the Borrower contained in the Loan Documents (all of the foregoing being referred to collectively as the "Guaranteed Obligations"). Upon (x) the failure by the Borrower, or any of its Affiliates, as applicable, to pay punctually any such amount or perform such obligation, and (y) such failure continuing beyond any applicable grace or notice and cure period, each of the Guarantors agrees that it shall forthwith on demand pay such amount or perform such obligation at the place and in the manner specified in the Credit Agreement or the relevant Loan Document, as the case may be. Each of the Guarantors hereby agrees that this Guarantee is an absolute, irrevocable and unconditional guarantee of payment and is not a guarantee of collection.

Section 3. Guarantee Unconditional. The obligations of each of the Guarantors hereunder shall be unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged or otherwise affected by:

(i) any extension, renewal, settlement, indulgence, compromise, waiver or release of or with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations, whether (in any such case) by operation of law or otherwise, or any failure or omission to enforce any right, power or remedy with respect to the Guaranteed Obligations or any part thereof or any agreement relating thereto, or with respect to any obligation of any other guarantor of any of the Guaranteed Obligations;

(ii) any modification or amendment of or supplement to the Credit Agreement, any agreement in respect of Hedging Obligations or any other Loan Document, including, without limitation, any such amendment which may increase the amount of, or the interest rates applicable to, any of the Guaranteed Obligations guaranteed hereby;

(iii) any release, surrender, compromise, settlement, waiver, subordination or modification, with or without consideration, of any collateral securing the Guaranteed Obligations or any part thereof, any other

guaranties with respect to the Guaranteed Obligations or any part thereof, or any other obligation of any person or entity with respect to the Guaranteed Obligations or any part thereof, or any nonperfection or invalidity of any direct or indirect security for the Guaranteed Obligations;

- 3 -

(iv) any change in the corporate, partnership or other existence, structure or ownership of the Borrower or any other guarantor of any of the Guaranteed Obligations, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower or any other guarantor of the Guaranteed Obligations, or any of their respective assets or any resulting release or discharge of any obligation of the Borrower or any other guarantor of any of the Guaranteed Obligations;

(v) the existence of any claim, setoff or other rights which the Guarantors may have at any time against the Borrower, any other guarantor of any of the Guaranteed Obligations, the Agent, any Secured Party or any other Person, whether in connection herewith or in connection with any unrelated transactions;

(vi) the enforceability or validity of the Guaranteed Obligations or any part thereof or the genuineness, enforceability or validity of any agreement relating thereto or with respect to any collateral securing the Guaranteed Obligations or any part thereof, or any other invalidity or unenforceability relating to or against the Borrower or any other guarantor of any of the Guaranteed Obligations, for any reason related to the Credit Agreement, any agreement in respect of Hedging Obligations or any other Loan Document, or any provision of applicable law or regulation purporting to prohibit the payment by the Borrower or any other guarantor of the Guaranteed Obligations, of any of the Guaranteed Obligations;

(vii) the failure of the Agent to take any steps to perfect and maintain any security interest in, or to preserve any rights to, any security or collateral for the Guaranteed Obligations, if any;

(viii) the election by, or on behalf of, any one or more of the Secured Parties, in any proceeding instituted under Chapter 11 of Title 11 of the United States Code (11 U.S.C. 101 et seq.) (the "Bankruptcy Code"), of the application of Section 1111(b)(2) of the Bankruptcy Code;

(ix) any borrowing or grant of a security interest by the Borrower, as debtor-in-possession, under Section 364 of the Bankruptcy Code;

(x) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of the claims of the Secured Parties or the Agent for repayment of all or any part of the Guaranteed Obligations;

(xi) the failure of any other guarantor to sign or become party to this Guarantee or any amendment, change, or reaffirmation hereof; or

(xii) any other act or omission to act or delay of any kind by the Borrower, any other guarantor of the Guaranteed Obligations, the Agent, any Secured Party or any other Person or any other circumstance whatsoever which might, but for the provisions of this Section 3, constitute a legal or equitable discharge of any Guarantor's obligations hereunder.

- 4 -

Section 4. Discharge Only Upon Payment In Full; Partial Invalidity; Reinstatement In Certain Circumstances. Each of the Guarantors' obligations hereunder shall remain in full force and effect until all Guaranteed Obligations shall have been paid in full in cash and the Commitments shall have terminated or expired. If and to the extent that any Guarantor's obligations hereunder are terminated or are otherwise deemed to be invalid or unenforceable, such termination, invalidity or unenforceability shall not affect the continued effectiveness, validity or enforceability of this Guarantee with respect to any one or more of the other Guarantors. If at any time any payment of the principal of or interest on any Loan, Hedging Obligation or any other Loan Document is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of the Borrower or otherwise, each of the Guarantors'