

\_\_\_\_\_  
attention of: \_\_\_\_\_

Telecopy: \_\_\_\_\_

## ANNEX II-3

Acknowledged by:

JPMORGAN CHASE, NATIONAL ASSOCIATION,  
as the Credit Agreement Collateral Agent and Authorized Representative

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

Name:

Title:

[ \_\_\_\_\_ ],

as the Initial Additional Authorized Representative [and the Additional Collateral  
Agent]

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

Name:

Title:

[OTHER AUTHORIZED REPRESENTATIVES]

TESORO CORPORATION

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

Name:

Title:

## THE OTHER GRANTORS

LISTED ON SCHEDULE I HERETO

By: \_\_\_\_\_  
Name:  
Title:

## ANNEX II-4

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Schedule I to the  
Supplement to the  
Equal Priority Lien Intercreditor Agreement

Grantors

[ ]

## Schedule I-1

ANNEX III

[FORM OF] GRANTOR JOINDER AGREEMENT NO. [ ] dated as of [ ] (this “Joinder Agreement”) to the EQUAL PRIORITY LIEN INTERCREDITOR AGREEMENT dated as of [ ], [ ] (the “Equal Priority Lien Intercreditor Agreement”), among TESORO CORPORATION, a Delaware corporation, certain subsidiaries and affiliates of the Borrower (each, a “Grantor”), JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Credit Agreement Collateral Agent for the Credit Agreement Secured Parties under the Security Documents (in such capacity, the “Credit Agreement Collateral Agent”), JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Authorized

Representative for the Credit Agreement Secured Parties, [ ], as Initial Additional Authorized Representative, and the additional Authorized Representatives from time to time a party thereto.

Capitalized terms used herein but not otherwise defined herein shall have the meanings assigned to such terms in the Equal Priority Lien Intercreditor Agreement.

[ ], a [ ] [corporation] and a Subsidiary of the Borrower (the “Additional Grantor”), has granted a Lien on all or a portion of its assets to secure Obligations and such Additional Grantor is not a party to the Equal Priority Lien Intercreditor Agreement.

The Additional Grantor wishes to become a party to the Equal Priority Lien Intercreditor Agreement and to acquire and undertake the rights and obligations of a Grantor thereunder. The Additional Grantor is entering into this Joinder Agreement in accordance with the provisions of the Equal Priority Lien Intercreditor Agreement in order to become a Grantor thereunder.

Accordingly, the Additional Grantor agrees as follows, for the benefit of the Collateral Agents, the Authorized Representatives and the Secured Parties:

SECTION 1.01 Accession to the Equal Priority Lien Intercreditor Agreement. The Additional Grantor (a) hereby accedes and becomes a party to the Equal Priority Lien Intercreditor Agreement as a “Grantor”, (b) agrees to all the terms and provisions of the Equal Priority Lien Intercreditor Agreement and (c) acknowledges and agrees that the Additional Grantor shall have the rights and obligations specified under the Equal Priority Lien Intercreditor Agreement with respect to a “Grantor”, and shall be subject to and bound by the provisions of the Equal Priority Lien Intercreditor Agreement.

SECTION 1.02 Representations and Warranties of the Additional Grantor. The Additional Grantor represents and warrants to the Collateral Agents, the Authorized Representatives and the Secured Parties that this Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 1.03 Parties in Interest. This Joinder Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as the other Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement.

SECTION 1.04 Counterparts. This Joinder Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Joinder Agreement shall become effective when the Authorized Representatives shall have received a counterpart of this Joinder

#### ANNEX III-1

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Agreement that bears the signature of the Additional Grantor. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Joinder Agreement.

SECTION 1.05 Governing Law. THIS JOINDER AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 1.06 Notices. Any notice or other communications herein required or permitted shall be in writing and given as provided in Section 5.01 of the Equal Priority Lien Intercreditor Agreement.

SECTION 1.07 Expenses. The Grantor agrees to pay promptly the Collateral Agents and each of the Authorized Representatives for its reasonable and documented costs and expenses incurred in connection with this Joinder

Agreement, including the reasonable fees, expenses and disbursements of counsel for the Collateral Agents and any of the Authorized Representatives.

SECTION 1.08 Incorporation by Reference. The provisions of Sections 5.04, 5.06, 5.08, 5.09, 5.10, 5.11 and 5.12 of the Equal Priority Lien Intercreditor Agreement are hereby incorporated by reference, *mutatis mutandis*, as if set forth in full herein.

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IN WITNESS WHEREOF, the Additional Grantor has duly executed this Joinder Agreement to the Equal Priority Lien Intercreditor Agreement as of the day and year first above written.

[ADDITIONAL GRANTOR]

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

Name: \_\_\_\_\_

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

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