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Skagit County Auditor

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3/23/2015 Page

1 of

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**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

BRACEWELL & GIULIANI LLP
711 Louisiana Street, Suite 2300
Houston, Texas 77002
Attention: Brandie Martin

GUARDIAN NORTHWEST TITLE CO.

104951

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

**WASHINGTON STATE COUNTY AUDITOR'S/RECORDER'S INFORMATION (RCW
65.04):**

Document Title: FIRST AMENDMENT TO DEED OF TRUST, SECURITY
AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE
FILING AND FINANCING STATEMENT

Grantor: TESORO LOGISTICS OPERATIONS LLC, a Delaware limited liability
company ("Trustor")

Grantee: BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
("Beneficiary")

1ST AM NLS-579608-09-WA1

Legal Description:

Abbreviated Legal Description: A portion of Sections 28, 29, and 32, Township
35 North, Range 2 East, W.M.

Full Legal Description: See Exhibit A attached

Assessor's Tax Parcel Nos.: 32989, 32990, 32991 and 32992

Reference No. of Related Document: 201301080057

**FIRST AMENDMENT TO
DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND
LEASES, FIXTURE FILING AND FINANCING STATEMENT**

THIS FIRST AMENDMENT TO DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, FIXTURE FILING AND FINANCING STATEMENT (this "Amendment") dated effective as of March 13, 2015, is executed and delivered by TESORO LOGISTICS OPERATIONS LLC, a Delaware limited liability company (the "Trustor"), and BANK OF AMERICA, N.A. (the "Beneficiary").

WITNESSETH:

A. WHEREAS, Tesoro Logistics LP, a Delaware limited partnership (the "Borrower"), the lenders from time to time party thereto (the "Lenders") and Bank of America, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") and L/C Issuer, are parties to that certain Amended and Restated Credit Agreement dated as of January 4, 2013 (as modified to date, the "Existing Credit Agreement").

B. WHEREAS, the Borrower is justly indebted to the Administrative Agent and the Lenders pursuant to the Existing Credit Agreement.

C. WHEREAS, in connection with the Existing Credit Agreement, among other documents, the Trustor executed and delivered to First American Title Insurance Company, as Trustee for the benefit of Beneficiary in its capacity as Administrative Agent and on behalf of the Credit Parties, that certain Deed of Trust, Security Agreement, Assignment of Rents and Leases, Fixture Filing and Financing Statement, dated as of January 4, 2013, and filed for record on January 8, 2013, in the real property records in the Office of the County Recorder in and for the County of Skagit, State of Washington, as Document No. 201301080057 (the "Deed of Trust"). The Deed of Trust encumbers that certain real property described on Exhibit A hereto.

D. WHEREAS, the Borrower and the Lenders have amended and restated the Existing Credit Agreement in its entirety to provide, among other things, for an increase in the amount of the indebtedness evidenced by the Notes (as defined in the Existing Credit Agreement), and have entered into that certain Second Amended and Restated Credit Agreement dated as of December 2, 2014 (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Amended and Restated Credit Agreement"), by and among the Borrower, the Lenders, and Bank of America, N.A., as Administrative Agent, Swing Line Lender (as defined in the Second Amended and Restated Credit Agreement) and L/C Issuer.

E. WHEREAS, the Trustor and the Beneficiary desire to amend the Deed of Trust as more particularly set forth herein.

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

A G R E E M E N T:

1. Capitalized Terms. Terms capitalized in this Amendment, but not otherwise defined herein, have the meanings given to such terms in the Deed of Trust.

2. Amendment and Restatement of Credit Agreement.

a. The Deed of Trust is hereby amended to provide that wherever the term "Credit Agreement" is used in the Deed of Trust, such term shall refer to the Second Amended and Restated Credit Agreement.

3. Confirmation of Liens. The execution and delivery of this Amendment shall not effect a novation of the Deed of Trust but shall be, to the fullest extent applicable, a modification, renewal, confirmation and extension of such Deed of Trust, and the liens, security interests and other interests in the Mortgaged Property granted under the Deed of Trust are and shall remain legal, valid, binding and enforceable with regard to such Mortgaged Property. The Trustor hereby acknowledges and confirms the continuing existence and effectiveness of such liens, security interests and other interests in the Mortgaged Property granted under the Deed of Trust, and further agrees that the execution and delivery of this Amendment, the Second Amended and Restated Credit Agreement, and the other Loan Documents (as defined in the Second Amended and Restated Credit Agreement) shall not in any way release, diminish, impair, reduce or otherwise affect such liens, security interests and other interests in the Mortgaged Property granted under the Deed of Trust.

4. Other Terms Unchanged. The Trustor and the Beneficiary agree that the Deed of Trust, as amended by this Amendment, will continue to secure the Secured Obligations in accordance with its terms. Except as amended by this Amendment, the Deed of Trust shall remain unmodified and in full force and effect.

5. Agent's Costs. The Trustor agrees to pay, not later than ten (10) Business Days after demand therefor, all reasonable out-of-pocket expenses incurred by the Administrative Agent and its Affiliates (as defined in the Second Amended and Restated Credit Agreement) (including the reasonable fees, charges and disbursements of counsel for the Administrative Agent), in connection with the preparation, negotiation, execution and delivery of this Amendment.

6. Counterparts. This Amendment may be executed in any number of counterparts, all of which are considered one and the same Amendment notwithstanding that all parties hereto have not signed the same counterpart.

7. Applicable Law. This Amendment shall be interpreted, construed and enforced according to the laws of the State of Washington.

[SIGNATURE PAGES FOLLOW]

UNOFFICIAL DOCUMENT


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

TRUSTOR:

TESORO LOGISTICS OPERATIONS LLC

By: TESORO LOGISTICS LP,
its sole member

By: TESORO LOGISTICS GP, LLC,
its general partner

By: 
Name: Brad S. Lakhia
Title: Vice President and Treasurer



THE STATE OF TEXAS

COUNTY OF BEXAR

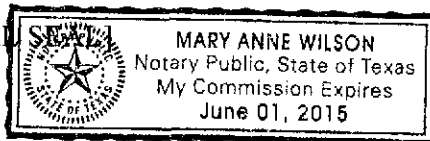
§
§
§

The foregoing instrument was acknowledged before me on this 2nd day of March 2015 by Brad S. Lakhia, Vice President and Treasurer of TESORO LOGISTICS GP, LLC, the general partner of TESORO LOGISTICS LP, the sole member of TESORO LOGISTICS OPERATIONS LLC, a Delaware limited liability company, on behalf of said limited liability company.

Given under my hand and official seal this 2nd day of March 2015.


Notary Public in and for the State of Texas

[NOTARIAL SEAL]



BENEFICIARY:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: *Darleen R Parmelee*
Name: Darleen R Parmelee
Title: Vice President

THE STATE OF North Carolina §
§
COUNTY OF Mecklenburg §

The foregoing instrument was acknowledged before me this 23rd day of February, 2015, by *Darleen R Parmelee* the Vice President of BANK OF AMERICA, N.A., a national association, on behalf of said national association.

Given under my hand and official seal this 23rd day of February, 2015.

Cathy G. Donald
Notary Public in and for
the State of NC

[NOTARIAL SEAL]

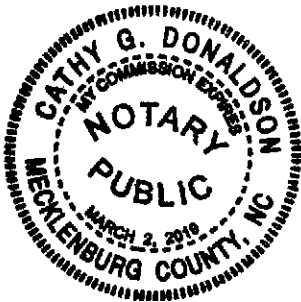


EXHIBIT A

Legal Description

A PORTION OF SECTIONS 28, 29 AND 32, ALL IN TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., IN SKAGIT COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT MONUMENT 30 PER SHELL SURVEY CONTROL POINTS MAP NO. 40RA-100, DATED FEBRUARY 26, 1964, LOCATED AT THE INTERSECTION OF "G" STREET AND 8TH STREET;

THENCE SOUTH, ALONG SAID "G" STREET, A DISTANCE OF 1999.69 FEET AS DEPICTED ON THAT CERTAIN RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE NUMBER 200101080077, RECORDS OF SKAGIT COUNTY, WASHINGTON, TO MONUMENT 26 OF SAID CONTROL POINTS MAP, LOCATED AT THE INTERSECTION OF "G" STREET AND 11TH STREET; THENCE SOUTH 49°12'55" WEST A DISTANCE OF 3276.59 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 27°41'18" WEST A DISTANCE OF 142.50 FEET;

THENCE NORTH 02°43'48" WEST A DISTANCE OF 142.35 FEET;

THENCE NORTH 08° 13'26" WEST A DISTANCE OF 62.72 FEET;

THENCE SOUTH 87° 53'37" WEST A DISTANCE OF 351.62 FEET;

THENCE NORTH 07°57'53" WEST A DISTANCE OF 588.00 FEET;

THENCE NORTH 12°40'21" WEST A DISTANCE OF 419.68 FEET;

THENCE NORTH 10°51'23" WEST A DISTANCE OF 42.59 FEET;

THENCE NORTH 12°46'03" WEST A DISTANCE OF 343.75 FEET;

THENCE NORTH 14° 57'04" WEST A DISTANCE OF 399.03 FEET;

THENCE NORTH 15°29'32" WEST A DISTANCE OF 376.45 FEET;

THENCE NORTH 15°04'14" WEST A DISTANCE OF 383.67 FEET;

THENCE NORTH 15°24'26" WEST A DISTANCE OF 433.60 FEET;

THENCE NORTH 10°49'17" WEST A DISTANCE OF 42.44 FEET;

THENCE NORTH 89°49'13" WEST A DISTANCE OF 43.25 FEET;

THENCE NORTH $08^{\circ}33'55''$ WEST A DISTANCE OF 66.61 FEET;
THENCE NORTH $06^{\circ}42'39''$ WEST A DISTANCE OF 34.17 FEET;
THENCE NORTH $03^{\circ}56'14''$ WEST A DISTANCE OF 39.28 FEET;
THENCE NORTH $00^{\circ}03'22''$ EAST A DISTANCE OF 77.09 FEET;
THENCE NORTH $07^{\circ}43'23''$ EAST A DISTANCE OF 827.07 FEET;
THENCE NORTH $46^{\circ}53'42''$ EAST A DISTANCE OF 195.68 FEET;
THENCE NORTH $87^{\circ}11'02''$ EAST A DISTANCE OF 32.81 FEET;
THENCE SOUTH $45^{\circ}23'07''$ EAST A DISTANCE OF 14.46 FEET;
THENCE SOUTH $10^{\circ}54'22''$ EAST A DISTANCE OF 8.04 FEET;
THENCE SOUTH $89^{\circ}49'30''$ EAST A DISTANCE OF 24.22 FEET;
THENCE NORTH $15^{\circ}02'02''$ EAST A DISTANCE OF 7.74 FEET TO THE
BEGINNING OF A 55.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF $30^{\circ}17'53''$ AND AN ARC DISTANCE OF 29.08 FEET;
THENCE NORTH $45^{\circ}22'45''$ EAST A DISTANCE OF 199.32 FEET;
THENCE NORTH $52^{\circ}24'28''$ EAST A DISTANCE OF 22.71 FEET;
THENCE SOUTH $66^{\circ}00'31''$ EAST A DISTANCE OF 18.24 FEET;
THENCE NORTH $17^{\circ}12'18''$ EAST A DISTANCE OF 38.30 FEET;
THENCE NORTH $68^{\circ}07'36''$ EAST A DISTANCE OF 22.10 FEET;
THENCE NORTH $35^{\circ}32'57''$ EAST A DISTANCE OF 148.86 FEET TO THE
BEGINNING OF A 95.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE
OF $21^{\circ}55'06''$ AND AN ARC DISTANCE OF 36.34 FEET;
THENCE NORTH $13^{\circ}37'51''$ EAST A DISTANCE OF 3.31 FEET;
THENCE NORTH $87^{\circ}51'28''$ EAST A DISTANCE OF 7.74 FEET;

THENCE NORTH 44°37'36" EAST A DISTANCE OF 8.19 FEET;
THENCE NORTH 00°47'17" EAST A DISTANCE OF 18.74 FEET;
THENCE NORTH 62°02'53" EAST A DISTANCE OF 12.30 FEET;
THENCE NORTH 30°31'05" EAST A DISTANCE OF 221.44 FEET TO THE
BEGINNING OF A 1170.00 FOOT TANGENT RADIUS CURVE TO THE LEFT;
THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL
ANGLE OF 6°52'19" AND AN ARC DISTANCE OF 140.33 FEET;
THENCE NORTH 23°38'46" EAST A DISTANCE OF 77.07 FEET;
THENCE NORTH 23°51'48" EAST A DISTANCE OF 142.95 FEET;
THENCE NORTH 22°27'24" EAST A DISTANCE OF 630.86 FEET;
THENCE SOUTH 67°32'23" EAST A DISTANCE OF 8.55 FEET;
THENCE NORTH 22°27'37" EAST A DISTANCE OF 115.57 FEET TO THE
BEGINNING OF A 613.11 FOOT RADIUS TANGENT CURVE TO THE RIGHT;
THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL
ANGLE OF 54°39'15" AND AN ARC DISTANCE OF 584.85 FEET;
THENCE NORTH 12°53'08" WEST A DISTANCE OF 1.21 FEET TO THE
BEGINNING OF A 575.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT
WITH A RADIUS POINT WHICH BEARS SOUTH 11°43'18" EAST;
THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
11°41'21" AND AN ARC DISTANCE OF 117.31 FEET;
THENCE NORTH 89°58'03" EAST A DISTANCE OF 258.33 FEET;
THENCE SOUTH 02°03'47" WEST A DISTANCE OF 29.39 FEET;
THENCE SOUTH 89°51'49" WEST A DISTANCE OF 266.22 FEET TO THE
BEGINNING OF A 360.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;
THENCE WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
11°37'04" AND AN ARC DISTANCE OF 73.00 FEET;
THENCE SOUTH 78°14'45" WEST A DISTANCE OF 38.85 FEET;
THENCE SOUTH 81°21'39" WEST A DISTANCE OF 10.12 FEET;

THENCE SOUTH 66°50'45" WEST A DISTANCE OF 10.13 FEET;

THENCE SOUTH 74°15'36" WEST A DISTANCE OF 10.77 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE LEFT;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°27'19" AND AN ARC DISTANCE OF 143.60 FEET;

THENCE SOUTH 57°48'17" WEST A DISTANCE OF 70.59 FEET;

THENCE SOUTH 53°33'20" WEST A DISTANCE OF 42.75 FEET;

THENCE SOUTH 46°59'00" WEST A DISTANCE OF 49.34 FEET;

THENCE SOUTH 40°13'36" WEST A DISTANCE OF 58.51 FEET;

THENCE SOUTH 24° 16'16" WEST A DISTANCE OF 30.70 FEET;

THENCE SOUTH 03°18'21" WEST A DISTANCE OF 9.16 FEET;

THENCE NORTH 84°12'06" WEST A DISTANCE OF 7.88 FEET;

THENCE SOUTH 27°39'18" WEST A DISTANCE OF 86.24 FEET;

THENCE SOUTH 23°39'41" WEST A DISTANCE OF 86.65 FEET;

THENCE SOUTH 49°07'35" EAST A DISTANCE OF 20.60 FEET;

THENCE SOUTH 10°58'36" WEST A DISTANCE OF 25.06 FEET TO THE BEGINNING OF A 90.61 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WITH A RADIUS POINT WHICH BEARS SOUTH 28°06'27" EAST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 42°46'00" AND AN ARC DISTANCE OF 67.63 FEET; TO THE BEGINNING OF A NON-TANGENTIAL LINE;

THENCE SOUTH 19°03'25" WEST A DISTANCE OF 7.00 FEET;

THENCE NORTH 76°26'03" WEST A DISTANCE OF 6.50 FEET;

THENCE SOUTH 22°31'21" WEST A DISTANCE OF 910.40 FEET;

THENCE SOUTH 28°03'12" WEST A DISTANCE OF 236.70 FEET;

THENCE SOUTH 25°43'25" WEST A DISTANCE OF 73.64 FEET;

THENCE SOUTH 29°07'30" WEST A DISTANCE OF 91.66 FEET;
THENCE SOUTH 38°40'22" WEST A DISTANCE OF 146.12 FEET;
THENCE SOUTH 13°12'30" WEST A DISTANCE OF 58.97 FEET;
THENCE SOUTH 62°09'25" WEST A DISTANCE OF 49.52 FEET;
THENCE SOUTH 42°50'55" WEST A DISTANCE OF 30.10 FEET;
THENCE SOUTH 24°05'46" WEST A DISTANCE OF 89.90 FEET;
THENCE SOUTH 11°34'27" WEST A DISTANCE OF 165.26 FEET;
THENCE NORTH 89°53'59" WEST A DISTANCE OF 9.89 FEET;
THENCE SOUTH 00°06'01" WEST A DISTANCE OF 22.87 FEET;
THENCE SOUTH 89°05'59" EAST A DISTANCE OF 9.79 FEET;
THENCE SOUTH 00°06'01" WEST A DISTANCE OF 188.41 FEET;
THENCE NORTH 89°53'59" WEST A DISTANCE OF 9.94 FEET;
THENCE SOUTH 00°06'01" WEST A DISTANCE OF 23.36 FEET;
THENCE SOUTH 89°53'59" EAST A DISTANCE OF 9.94 FEET;
THENCE SOUTH 00°06'01" WEST A DISTANCE OF 215.61 FEET;
THENCE NORTH 89°53'59" WEST A DISTANCE OF 9.51 FEET;
THENCE SOUTH 00°06'01" WEST A DISTANCE OF 23.35 FEET;
THENCE SOUTH 89°53'59" EAST A DISTANCE OF 4.66 FEET;
THENCE SOUTH 00°06'01" WEST A DISTANCE OF 175.70 FEET;
THENCE NORTH 89°53'59" WEST A DISTANCE OF 4.45 FEET;
THENCE SOUTH 00°06'01" WEST A DISTANCE OF 32.76 FEET;
THENCE SOUTH 89°53'59" EAST A DISTANCE OF 9.56 FEET;
THENCE SOUTH 00°06'29" EAST A DISTANCE OF 268.66 FEET;

THENCE SOUTH 89°06'33" EAST A DISTANCE OF 64.79 FEET;

THENCE SOUTH 01°22'30" EAST A DISTANCE OF 352.96 FEET TO THE BEGINNING OF A 560.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT WITH A RADIUS POINT WHICH BEARS SOUTH 82°58'57" EAST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°25'38" AND AN ARC DISTANCE OF 316.94 FEET;

THENCE SOUTH 19°11'45" EAST A DISTANCE OF 319.42 FEET;

THENCE SOUTH 17°53'32" EAST A DISTANCE OF 140.54 FEET;

THENCE SOUTH 13°49'16" EAST A DISTANCE OF 96.00 FEET;

THENCE SOUTH 16°38'49" EAST A DISTANCE OF 159.08 FEET;

THENCE SOUTH 17°56'53" EAST A DISTANCE OF 145.44 FEET;

THENCE SOUTH 23°04'05" EAST A DISTANCE OF 132.54 FEET;

THENCE SOUTH 17°37'05" EAST A DISTANCE OF 297.68 FEET;

THENCE SOUTH 16°17'47" EAST A DISTANCE OF 147.08 FEET TO THE BEGINNING OF A 2094.73 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS POINT WHICH BEARS SOUTH 70°28'19" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°06'59" AND AN ARC DISTANCE OF 296.74 FEET;

THENCE SOUTH 10°43'16" EAST A DISTANCE OF 68.77 FEET TO THE BEGINNING OF A 37.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS POINT WHICH BEARS SOUTH 66°22'40" WEST;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°12'54" AND AN ARC DISTANCE OF 31.78 FEET;

THENCE SOUTH 03°09'27" EAST A DISTANCE OF 49.90 FEET;

THENCE SOUTH 11°37'14" EAST A DISTANCE OF 250.61 FEET TO THE BEGINNING OF A 1340.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT;

THENCE SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 9°26'37" AND AN ARC DISTANCE OF 220.86 FEET;

THENCE SOUTH 02°10'37" EAST A DISTANCE OF 160.11 FEET;

THENCE SOUTH 04°24'30" EAST A DISTANCE OF 176.30 FEET TO THE POINT
OF BEGINNING.