

## SUPPLEMENTAL INDENTURE

SUPPLEMENTAL INDENTURE (this “*Supplemental Indenture*”), dated as of November 4, 2016 among Tesoro Corporation, a Delaware corporation (the “*Company*”), Virent, Inc. (“*Virent*”), a Delaware corporation, Virent Renewables Holding Company LLC (“*Virent Holding*”), a Delaware limited liability company, Virent Renewables LLC (“*Virent Renewables*”), a Delaware limited liability company, Redland Vision, LLC (“*Redland Vision*”), a Delaware limited liability company, and Dakota Prairie Refining, LLC (“*Dakota Prairie*”), a Delaware limited liability company (together with Virent, Virent Holding, Virent Renewables and Redland Vision, the “*New Guarantors*”), and U.S. Bank National Association, as trustee under the indenture referred to below (the “*Trustee*”). Capitalized terms used herein and not defined herein shall have the meaning ascribed to them in the Indenture (as defined below).

## WITNESSETH:

WHEREAS, the Company and the existing Guarantors have heretofore executed and delivered to the Trustee an indenture (as amended, supplemented and in effect, the “*Indenture*”), dated as of March 18, 2014 pursuant to which the Company has issued an aggregate principal amount of \$300,000,000 of 5.125% Senior Notes due 2024 (the “*Notes*”);

WHEREAS, Article X of the Indenture provides that under certain circumstances the Company may or must cause certain of its Subsidiaries to execute and deliver to the Trustee a supplemental indenture pursuant to which such Subsidiaries shall unconditionally guarantee all of the Company’s Obligations under the Notes pursuant to a Subsidiary Guarantee on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 9.01 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Company, the New Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. *Capitalized Terms.* Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. *Agreement to Guarantee.* Each New Guarantor hereby agrees, jointly and severally with all other Guarantors, to guarantee the Company’s Obligations under the Notes and the Indenture on the terms and subject to the conditions set forth in Article X of the Indenture and to be bound by all other applicable provisions of the Indenture as a Guarantor thereunder.
3. *No Recourse Against Others.* No past, present or future director, officer, employee, manager, incorporator, partner, member, agent, shareholder or other owner of Capital Stock of any Guarantor, as such, shall have any liability for any obligations of the Company or any Guarantor under the Notes, any Subsidiary Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.