

PARTIAL REQUIREMENT MASTER ELECTRIC SERVICE AGREEMENT
between
ROCKY MOUNTAIN POWER
and
TESORO REFINING AND MARKETING COMPANY

This PARTIAL REQUIREMENT MASTER ELECTRIC SERVICE AGREEMENT (this "Agreement"), entered into on this 23rd day of November, 2009, is by and between PacifiCorp, an Oregon corporation doing business in Utah as Rocky Mountain Power ("Rocky Mountain Power"), and Tesoro Refining and Marketing Company, a Delaware corporation ("Customer"), each sometimes referred to herein as "Party" or collectively as "Parties."

WHEREAS, Rocky Mountain Power is a provider of retail electric energy and power to retail electric customers, and

WHEREAS, Customer desires to purchase from Rocky Mountain Power under this Agreement firm power and energy to meet the requirements of the Facility, net of any such requirements satisfied by Customer-Owned Generation, and

WHEREAS, Rocky Mountain Power desires to be the exclusive provider of such firm power and energy to Customer's Facility,

NOW, THEREFORE, the parties hereto agree as follows:

Article I. DEFINITIONS:

The following terms, when used herein with initial capitalization, whether in the singular or in the plural, shall have the meanings specified in this Article I:

"Agreement" means this Master Electric Service Agreement and any renewals thereof or amendments thereto.

"Back-up Contract Demand" is defined in the Electric Service Schedule; Customer elects Back-up Contract Demand of 18,250 kW.

"Billing Demand" means the Demand in kilowatts for the fifteen-minute period of Customer's greatest use during the Billing Period, determined to the nearest kilowatt, as shown by or computed from Rocky Mountain Power's meter readings at the Point of Delivery.

"Billing Period" means the period of approximately thirty (30) days intervening between regular successive meter readings.

"Commission" means the Public Service Commission of Utah.

“Customer-Owned Generation” means the existing operable generating equipment associated with the Facility. The Customer-Owned Generation consists of a 2 generators, with a nameplate rating of 12.5 kW each, located at 474 West 900 North, Salt Lake City, UT.

“Demand” means the rate in kilowatts at which electric energy is generated, transferred, or used. Demand measurements are calculated based on integrated average usage over consecutive fifteen-minute periods of time, unless specified otherwise in the applicable Electric Service Schedule or Electric Service Regulations.

“Electric Service Regulations” means Rocky Mountain Power's currently effective electric service regulations, titled “Company Rules,” on file with and approved by the Commission, as they may be amended or superseded from time to time with the approval of the Commission.

“Electric Service Schedule” means Rocky Mountain Power's currently effective Electric Service Schedule No. 31, Back-Up, Maintenance, and Supplemental Power, on file with and approved by the Commission, as it may be amended or superseded from time to time with the approval of the Commission and the terms of the Electric Service Schedules. Any requested change in Electric Service Schedule made by Customer will be effective only when submitted in writing.

“Excess Power” is defined in the Electric Service Schedule.

“Facility” means the facility to which Rocky Mountain Power shall provide electric power and energy, which is located at 474 West 900 North, Salt Lake City, Utah, and consists of petroleum marketing and refining company, and includes the Customer-Owned Generation.

“Firm Power and Energy” means electric power expressed in kilowatts and associated energy expressed in kilowatt-hours intended to have assured availability, as provided in Electric Service Regulation No. 4, entitled “Continuity of Service,” to meet any agreed-upon portion of Customer’s load requirements.

“Point of Delivery” means the point of delivery for all Firm Power and Energy delivered to Customer, and shall be at Rocky Mountain Power’s point of metering used for billing in Salt Lake County, Utah.

“Supplementary Contract Demand” is defined in the Electric Service Schedule; Customer elects Supplementary Contract Demand of 0 kW.

“Total Contract Demand” is defined in the Electric Service Schedule as the sum of the Back-up Contract Demand and the Supplementary Contract Demand, and Total Contract Demand is the maximum Demand that Rocky Mountain Power agrees to supply and have available for delivery to Customer; Total Contract Demand shall be 18,250 kW, unless otherwise agreed in accordance with the terms of this Agreement.

Article II. TERM AND TERMINATION

Section 2.01 Term

This Agreement shall be effective January 01, 2010 upon execution by both parties, and the approval of the Utah Commission. This agreement shall remain in full force and effect for a period of no less than one (1) year following the date of Rocky Mountain Power's initial delivery of electric power and energy to Customer in accordance with this Agreement. Thereafter, this Agreement shall continue in full force and effect subject to the same terms and conditions, unless either Party submits written termination notice to the other Party not less than three (3) months in advance of any proposed termination date; provided, however, this Agreement shall remain effective so long as Customer is receiving electric service from Rocky Mountain Power, unless superseded by a replacement agreement.

Article III. DELIVERY OF FIRM POWER AND ENERGY

Section 3.01 Scope of Deliveries

Rocky Mountain Power shall deliver such amounts of Firm Power and Energy to the Point of Delivery as Customer requires to meet its load requirements up to Total Contract Demand, and may deliver additional amounts of Firm Power and Energy necessary to meet Customer's Excess Power, subject to the provisions of Article VI. At no time shall Rocky Mountain Power be obligated to deliver amounts of Firm Power and Energy in excess of Demand from the Facility, less the full capacity of the Customer-owned Generation operating consistent with good utility practice.

Section 3.02 Request for Changes to Back-up Contract Demand and Supplementary Contract Demand

Upon Rocky Mountain Power's receipt of Customer's written request for deliveries of power and energy above the existing Total Contract Demand, Rocky Mountain Power shall use commercially reasonable efforts to attempt to supply such additional power under terms and conditions acceptable to both Parties. Within fifteen (15) days of the request Rocky Mountain Power shall advise Customer in writing whether the additional power and energy is or can be made available and the terms on which it can be made available. If Rocky Mountain Power and Customer agree in writing that Rocky Mountain Power shall provide Customer with Firm Power and Energy in excess of the Total Contract Demand commitments, the amount of agreed deliveries shall become the new Total Contract Demand amending and superseding the Total Contract Demand specified in this Agreement.

Customer may reduce Supplementary Contract Demand or Back-up Contract Demand under the terms specified in the Electric Service Schedule.

Section 3.03 Commencement of Deliveries

Rocky Mountain Power shall make initial deliveries as soon as practicable after the effective date of this Agreement.

Section 3.04 Delivery Voltage

Rocky Mountain Power shall deliver Firm Power and Energy at the Point of Delivery in the form of three-phase, alternating current at a nominal frequency of 60 Hertz, and at a nominal voltage of 46,000 volts.

Section 3.05 Resale of Power

Customer shall not resell any electric power and energy delivered under this Agreement to any other person or entity.

Article IV. BILLING, PRICES AND PAYMENT FOR POWER AND ENERGY

Section 4.01 Billing

All billing statements for service under this Agreement shall show the amount due for the type and quantity of power and energy purchased or delivered and the associated charges in accordance with the applicable Electric Service Schedule and any charges permitted or required under the applicable Electric Service Regulations, the sum of which shall establish the total amount due from Customer for the Billing Period.

Section 4.02 Payments

All bills shall be paid by the date specified on the bill, and late charges shall be imposed upon any delinquent amounts. Customer may make payments by check, EDI or wire transfer to an account designated by Rocky Mountain Power. The Customer account number must be included with each payment. If Customer disputes any portion of Customer's bill, Customer shall pay the total bill and shall designate the disputed portion. Rocky Mountain Power shall decide the dispute within sixty (60) days after Customer's notice of dispute. Any refund Rocky Mountain Power determines Customer is due shall bear interest at the rate then specified by the Commission or, if no rate is specified, the then effective prime rate as established by the Morgan Guaranty Trust Bank of New York.

Section 4.03 Deposits

Rocky Mountain Power may request deposits to the extent permitted under the Electric Service Regulations and the Electric Service Schedule. In the event of a default by Customer in any of its obligations under this Agreement, the applicable Electric Service Regulations, or the applicable Electric Service Schedule, Rocky Mountain Power may exercise any or all of its rights and remedies under this Agreement, the Electric Service Regulations, or the Electric Service Schedule and under any applicable laws, rules and regulations with respect to any such deposits.

Article V. METERING

Section 5.01 Metering Equipment

Rocky Mountain Power shall provide, maintain and test meters and metering equipment required for billing purposes. The parties shall specify the locations for Rocky Mountain Power's installation of metering equipment in Customer's premises, and Customer shall allow Rocky Mountain Power access to such locations without charge during reasonable business hours.

Section 5.02 Telecommunications Facilities

Customer shall provide a dedicated telephone line or other Rocky Mountain Power approved dedicated data access for meter interrogation. Customer shall provide the dedicated access without charge to Rocky Mountain Power.

Section 5.03 Secondary Metering

If the Point of Delivery is on the primary side of Customer's transformers, Rocky Mountain Power may elect to install its meter on the secondary side of the transformers, whereupon transformer and other losses occurring between the Point of Delivery and the meter shall be computed and added to the meter readings to determine the demand and energy consumption.

Section 5.04 Transformer Loss Curves

If Customer takes service at primary voltage and if secondary metering is used, Customer shall, prior to commencement of service, provide Rocky Mountain Power with transformer loss curves and test data to allow Rocky Mountain Power to calculate transformer losses for billing purposes.

Article VI. OPERATIONAL CONSTRAINTS

Section 6.01 Notification

Customer shall notify Rocky Mountain Power prior to increasing its consumption of electric power and energy in a manner that would exceed the normal operating limits of Rocky Mountain Power's electric system, and Customer shall provide sufficient time for Rocky Mountain Power to accommodate such loads. Customer shall also notify Rocky Mountain Power prior to any significant change in load characteristics or installation of devices (such as large power factor correction capacitors, large rectifiers, large adjustable speed drives, etc.) that could impact the operation of Rocky Mountain Power's electric system or Customer's interaction with Rocky Mountain Power's electric system.

Section 6.02 Normal Operating Conditions

Customer shall comply with Rocky Mountain Power's Utah Electric Service Requirements. Customer accepts and shall adhere to Rocky Mountain Power's normal operating conditions as provided in the Power Quality section of the Engineering Handbook, including the sections entitled "Voltage Level and Range", "Voltage Balance", and "Voltage Disturbances." (The Rocky Mountain Power Engineering Handbook Power Quality Section provides detailed information, guidelines, and requirements pertaining to operational constraints and power quality.) All measurements of currents and voltages under this Article VI shall be taken at the Point of Delivery.

Section 6.03 Reactive Requirements

Customer shall control and limit the flow of reactive power between Rocky Mountain Power's and Customer's system so as to maintain a Power Factor in accordance with the Electric Service Schedule. Rocky Mountain Power's Billing Demand shall be increased in accordance with the Electric Service Schedule for excessive reactive flow.

Section 6.04 Voltage Fluctuation and Light Flicker

In order to receive electric service from Rocky Mountain Power, Customer shall continuously comply with Rocky Mountain Power's "Voltage Fluctuation and Light Flicker" guidelines and with the operating criteria set forth in the Power Quality section of Rocky Mountain Power's Engineering Handbook. If operation outside of these limits is desired, Customer must contact Rocky Mountain Power for engineering studies to be done prior to changing operations such that operation will stay within these limits.

Section 6.05 Harmonic Distortion

Customer shall operate the Facility in such a manner so that harmonic distortion and notching falls within Rocky Mountain Power's Harmonic Distortion guidelines and standards as described in the Power Quality section of Rocky Mountain Power's Engineering Handbook.

Section 6.06 Current Imbalance

Customer shall operate the Facility in a manner such that Facility steady-state load currents are reasonably balanced between each phase.

Section 6.07 Remediation

In the event that the Customer's operations fall outside of the technical requirements of this Agreement, or the Commission's requirements, or adversely affects the operations of Rocky Mountain Power's transmission or distribution system, or other Rocky Mountain Power customers, Rocky Mountain Power shall give written notice of the corrective actions required, and Customer shall have the opportunity for a period of fourteen (14) days to discuss Rocky Mountain Power's requirements. After such fourteen-day period, Rocky Mountain Power shall give Customer its final determination of Rocky Mountain Power's required corrective action. Although Rocky Mountain Power will discuss the corrective action with Customer, final determination of the corrective action required shall be made by Rocky Mountain Power, based on compliance with Rocky Mountain Power's Engineering Handbook guidelines and standards.

Should Customer fail to begin to take corrective action required by Rocky Mountain Power within thirty (30) days after written notice from Rocky Mountain Power or fail to pursue completion of such corrective action with diligence, Rocky Mountain Power may perform such services or supply and install such equipment as it deems necessary to provide corrective action, whereupon Customer shall compensate Rocky Mountain Power for all sums expended, all materials utilized, and all services contracted or performed, by paying a sum equal to 110% of all costs, expenses, material, and labor charges incurred by Rocky Mountain Power, including Rocky Mountain Power's internal material and labor charges and standard overhead costs. Customer shall pay such sums within fifteen (15) days after Rocky Mountain Power has mailed an itemized statement of its charges therefore. If Customer desires to operate outside of these limits, Customer shall pay for studies done by Rocky Mountain Power to determine the impact on other Rocky Mountain Power Customers and whether the proposed operation is acceptable to Rocky Mountain Power.

Provided, should Rocky Mountain Power at any time reasonably determine that Customer's operations pose a threat to the safety of Rocky Mountain Power's employees or the public, pose

an imminent threat to the integrity of Rocky Mountain Power's electric system, or may materially interfere with the performance of Rocky Mountain Power's service obligations. Rocky Mountain Power shall attempt to provide notice to Customer that Customer must change its operations. If Customer fails to take corrective action on a timely basis, or if notice cannot be provided by Rocky Mountain Power to Customer, prior to the time when corrective action must occur, then Rocky Mountain Power may perform such work and/or take such corrective action that is necessary, including disconnection, without additional notice to Customer and without subjecting itself to any liability provided Rocky Mountain Power has acted reasonably. If Rocky Mountain Power has performed the work and/or corrective action, as soon as practicable thereafter, Rocky Mountain Power will advise Customer in writing of the work performed or the action taken and will endeavor to arrange for the accommodation of Customer's operations, subject to the terms of this Agreement, the Electric Services Regulations, the guidelines and standards contained in the Rocky Mountain Power Engineering Handbook, Rocky Mountain Power's Utah Electric Service Requirements, and all other applicable rules or regulations. Customer shall be responsible for paying Rocky Mountain Power, upon demand, for all reasonable costs incurred by Rocky Mountain Power for all work, action, and accommodation performed by Rocky Mountain Power that is consistent with the terms of this paragraph.

Article VII. INTEGRATION; AMENDMENT

This Agreement contains the entire agreement of the parties with respect to the subject matter, and replaces and supersedes in the entirety all prior agreements between the parties related to the same subject matter. Except pursuant to Article VIII and Section 10.02 below, this Agreement may be modified only by a subsequent written amendment or agreement executed by both parties.

Article VIII. JURISDICTION OF REGULATORY AUTHORITIES

Rocky Mountain Power's currently applicable, effective Electric Service Schedule, and Electric Service Regulations, are incorporated herein and by reference made a part hereof. Customer acknowledges that it is familiar with the Electric Service Schedule and Electric Service Regulations and agrees to abide by them and all amendments and changes thereto so approved by the Commission. In the event that the Commission or any other state, federal, or municipal authority determines that any provision of this Agreement conflicts with or is in violation of the Electric Service Schedule or the Electric Service Regulations, amends or supersedes the Electric Service Schedule or the Electric Service Regulations, or issues any rules, regulations, or orders which require Rocky Mountain Power to alter or amend any of the provisions of this Agreement or to terminate or curtail the delivery of Firm Power and Energy to Customer, this Agreement automatically shall be amended to comply with such determination, amendment, rule, regulation or order, and Rocky Mountain Power shall not be liable to Customer for damages or losses of any kind whatsoever which Customer may sustain as a result of such determination, amendment, rule, regulation, or order, including consequential damages.

Article IX. ASSIGNMENT

Customer's rights and obligations under this Agreement may not be assigned without Rocky Mountain Power's consent except in connection with a sale, assignment, lease or transfer of Customer's interest in its Facility, or real or personal property related thereto subject to (1) such successor's qualification as a customer under Rocky Mountain Power's policies, the Electric Service Regulations, and the Electric Service Schedule, and (2) the written agreement of such successor to be bound by this Agreement, the Electric Service Regulations, and the Electric Service Schedule, and to assume the obligation of Customer from the date of assignment. Rocky Mountain Power may condition this assignment upon the posting of a deposit as permitted under the Electric Service Regulations and the Electric Service Schedule. If Rocky Mountain Power consents to any such sale, assignment, lease or transfer, Customer shall remain liable for any liabilities and obligation under this Agreement, the Electric Service Regulations and the Electric Service Schedule through the date of assignment.

Article X. INFORMATION

Section 10.01 Furnishing Information

Upon Rocky Mountain Power's request, Customer shall submit its year-end financial statements to Rocky Mountain Power, certified to be true and correct and in accordance with GAAP. Customer shall submit such additional information as Rocky Mountain Power may reasonably request from time to time in furtherance of the purposes of this Agreement.

Section 10.02 Accuracy of Information

Customer represents that all information it has furnished or will furnish to Rocky Mountain Power in connection with this Agreement will be accurate and complete in all material respects. Customer also represents that Customer has not omitted and will not knowingly omit any fact in connection with the information to be furnished under this Agreement, which materially and adversely affects the business, operations, property or condition of the Facility or the obligations of Rocky Mountain Power under this Agreement. Should Rocky Mountain Power base its willingness to enter into any portion of this Agreement or any decision with respect to credit, deposits or any other material matter, on inaccurate information furnished by Customer, Rocky Mountain Power shall have the right to revoke its decision with respect to such matter and modify this Agreement and/or its decision, to reflect the determination which Rocky Mountain Power would have made had Rocky Mountain Power received accurate information.

Article XI. REMEDIES; WAIVER

Either Party may exercise any or all of its rights and remedies under this Agreement, the applicable Electric Service Regulations and under any applicable laws, rules and regulations. Rocky Mountain Power's liability for any action arising out of its activities relating to this Agreement or Rocky Mountain Power's electric utility service shall be limited to repair or replacement of any non-operating or defective portion of Rocky Mountain Power's electric utility facilities. Under no circumstances shall Rocky Mountain Power be liable for any economic losses, costs or damages, including but not limited to special, indirect, incidental, consequential, punitive, or exemplary damages. No provision of this Agreement or the Electric Service Regulations shall be deemed to have been waived unless such waiver is in writing signed

by the waiving Party. No failure by any Party to insist upon the strict performance of any provision of this Agreement, the Electric Service Regulations or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of such provision or of any other provision. No waiver of any provision of this Agreement or the Electric Service Regulations shall be deemed a waiver of any other provision of this Agreement, the Electric Service Regulations or a waiver of such provision with respect to any subsequent breach, unless expressly provided in writing.

Article XII. ATTORNEY'S FEES

In any suit or action, arising out of or related to this Agreement, the Electric Service Regulations, or the applicable Electric Service Schedule, involving a claim, counterclaim or cross-claim made by either Party against the other Party, the substantially prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such substantially prevailing Party in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.

Article XIII. SET-OFF

If Customer should default under any of its obligations under this Agreement, Rocky Mountain Power shall be entitled, at its option and in its discretion without notice to Customer, to (a) set-off amounts due and owing to Rocky Mountain Power by Customer under this Agreement, against any amounts due and owing by Rocky Mountain Power or any of its affiliates, to the Customer or any of its affiliates, under any agreements, instruments or undertakings between Rocky Mountain Power or any of its affiliates, and Customer or any of its affiliates and/or (b) withhold payment of any amount due Customer or its affiliates, by Rocky Mountain Power or its affiliates--such amount to be determined by Rocky Mountain Power, in Rocky Mountain Power's reasonable discretion, as sufficient to cover Customer's unliquidated obligations, once liquidated, to the extent that Customer's obligations under this Agreement are not yet liquidated. The remedy provided for in this Article XIII shall be (a) without prejudice to and in addition to any right of set-off, combination of accounts, lien or other right to which Rocky Mountain Power is at any time otherwise entitled (whether by operation of law, contract or otherwise) and (b) exercisable against any trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, receiver, or execution, judgment or attachment creditor, notwithstanding the fact that such right of setoff shall not have been exercised by Rocky Mountain Power prior to such default.

Article XIV. GOVERNING LAW; JURISDICTION; VENUE

All provisions of this Agreement and the rights and obligations of the parties hereto shall in all cases be governed by and construed in accordance with the laws of the State of Utah applicable to contracts executed in and to be wholly performed in Utah by persons domiciled in the State of Utah. Each Party hereto agrees that any suit, action or proceeding seeking to enforce any

provision of, or based on any matter arising out of or in connection with, this Agreement, the Electric Service Schedule, the Electric Service Regulations or the transactions contemplated hereby or thereby, may only be brought before the Commission, the Federal courts located within the State of Utah, or state courts of the State of Utah, and each Party hereby consents to the exclusive jurisdiction of such forums (and of the appellate courts therefrom) in any such suit, action or proceeding. Furthermore, each Party hereto waives, to the extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such forum or that any such suit, action or proceeding which is brought in any such forum has been brought in any inconvenient forum. If for any reason, service of process cannot be found in the state of Utah, process in any such suit, action or proceeding may be served on a Party anywhere in the world, whether within or without the jurisdiction of any such forum.

Article XV. WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE ELECTRIC SERVICE SCHEDULE, THE ELECTRIC SERVICE REGULATIONS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Article XVI. HEADINGS

The descriptive headings contained in this Agreement are included for reference only and shall not affect in any way the meaning or interpretation of this Agreement.

Article XVII. COMMUNICATIONS AND NOTICE

Customer's point of contact at Rocky Mountain Power for all matters is:

Bryan Anderson
Customer and Community Manager
Rocky Mountain Power
1569 West North Temple
Salt Lake City, UT 84116
(801) 220-7230

Any legal notice required to be given hereunder by one Party to the other Party shall be sent by hand-delivery, by courier service, or by registered or certified mail, return receipt requested, to the other Party hereto at its address hereafter set forth.

If to Rocky Mountain Power: Rocky Mountain Power
Attention: Contract Administrator
Customer & Regulatory Liaison
825 NE Multnomah, Suite 800
Portland, OR 97232

If to Customer: Tesoro Refining and Marketing Company
Attn: Legal Department
Mail Stop TX1-101
19100 Ridgewood Parkway
San Antonio, TX 78259-1828

With Copy to: Tesoro Refining and Marketing Company
Attn: David Barge
Mail Stop TX1-032
19100 Ridgewood Parkway
San Antonio, TX 78259-1828

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly authorized as of the date first above written.

**TESORO REFINING AND
MARKETING COMPANY**

ROCKY MOUNTAIN POWER

By: *Daniel S. Cameron*
Name: DANIAL S. CAMERON
Title: Vice President SALT LAKE CITY

By: *Paul Radakovich*
Name: PAUL RADAKOVICH
Title: VP, OPERATIONS