

Submitted by: Chair of the Assembly at the
Request of the Mayor
Prepared by: Community Development
Department
December 7, 2010

See AR 2010-357(S)

For reading

**Anchorage, Alaska
AR 2010-357**

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A PACKAGE STORE USE AND LICENSE NUMBER 2614 IN THE B-1A (LOCAL AND NEIGHBORHOOD BUSINESS) DISTRICT, FOR TESORO NORTHSTORE COMPANY, DBA 2GO TESORO; LOCATED AT 500 HOLLYWOOD DRIVE, ON EAST GOVERNMENT HILL SUBDIVISION OF THE ALASKA RAILROAD, BLOCK 6, LOT 1A; GENERALLY LOCATED ON THE SOUTHEAST CORNER OF EAST LOOP ROAD AND HOLLYWOOD DRIVE.

(Government Hill Community Council) (Case 2010-140)

THE ANCHORAGE ASSEMBLY RESOLVES:

Section 1. A conditional use permit for an Alcoholic Beverages Conditional Use in the B-1A District for a new Beverage Package Store Use and License Number 2614 per AMC 21.40.140 D.9, for Tesoro Northstore Company, dba 2Go Tesoro; located at 500 Hollywood Drive, on East Government Hill Subdivision of the Alaska Railroad, Block 6, Lot 1A. The facility is generally located on the southeast corner of East Loop Road and Hollywood Drive, and generally meets the applicable provisions of AMC 21.50.020 and AMC 21.50.160.

Section 2. This conditional use is approved subject to the following conditions:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval for this new Package Store use and license in the B-1A District.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use and License Number 2614 in the B-1A District for a Package Store Use per AMC 21.40.140 D.9 for approximately 607 square feet of gross leasable area located in the structure at 500 Hollywood Drive, East Government Hill Subdivision of the Alaska Railroad, Block 6, Lot 1A.

- 1 4. On-premise sale of alcohol beverages will be seven days a week as
- 2 permitted per the Alaska Alcoholic Beverage Control Board requirements.
- 3
- 4 5. All employees will be trained in accordance with the Alcoholic Beverage
- 5 Control Board's "Liquor Server Awareness Training Program." Upon
- 6 demand, the applicant shall demonstrate compliance with a liquor "Server
- 7 Awareness Training Program approved by the State of Alaska Alcoholic
- 8 Beverage Control Board, such as or similar to, the program for
- 9 "Techniques in Alcohol Management (T.A.M.)."
- 10
- 11 6. The use of the property by any person for the permitted purposes shall
- 12 comply with all current and future Federal, State and local laws and
- 13 regulations including but not limited to laws and regulations pertaining to
- 14 the sale, dispensing, service and consumption of alcoholic beverages and
- 15 the storage, preparation, sale, service and consumption of food. The
- 16 owner of the property, the licensee under the Alcoholic Beverage Control
- 17 license and their officers, agents and employees shall not knowingly
- 18 permit or negligently fail to prevent the occurrence of illegal
- 19 activity on the property.
- 20
- 21 7. A copy of the conditions imposed by the Assembly in connection with this
- 22 conditional use approval shall be maintained on the premise at a location
- 23 visible to the public.
- 24

25 **Section 3.** Failure to comply with the conditions of this conditional use permit
 26 shall constitute grounds for its modification or revocation.

27
 28 **Section 4.** This resolution shall become effective immediately upon passage
 29 and approval by the Anchorage Assembly.

30
 31 PASSED AND APPROVED by the Anchorage Assembly this
 32 _____ day of _____ 2010.

33
 34 ATTEST:

 Chair

 Municipal Clerk

(Case 2010-140)
 (Tax Parcel ID# 002-045-17)



**MUNICIPALITY OF ANCHORAGE
ASSEMBLY MEMORANDUM**

No. AM 649-2010

Meeting Date: December 7, 2010

From: MAYOR

Subject: ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A PACKAGE STORE USE AND LICENSE NUMBER 2614 IN THE B-1A (LOCAL AND NEIGHBORHOOD BUSINESS) DISTRICT, FOR TESORO NORTHSTORE COMPANY, DBA 2GO TESORO; LOCATED AT 500 HOLLYWOOD DRIVE, ON EAST GOVERNMENT HILL SUBDIVISION OF THE ALASKA RAILROAD, BLOCK 6, LOT 1A; GENERALLY LOCATED ON THE SOUTHEAST CORNER OF EAST LOOP ROAD AND HOLLYWOOD DRIVE.

1 Tesoro Northstore Company has made application for a new conditional use
2 permit for an alcoholic beverages conditional use in the B-1A District for a
3 Package Store Use and License Number 2614, dba 2Go Tesoro, located at 500
4 Hollywood Drive.

5
6 The petition property is a 15,683 square foot commercial lot generally located on
7 the southeast corner of East Loop Road and Hollywood Drive. It contains a
8 convenience store and gas station.

9
10 The new package store will occupy 600 square feet of the 2,398 square foot
11 convenience store. Hours of operation are as allowed by Municipal ordinance,
12 and will be Monday – Friday 10:00 A.M. to 1:00 A.M., Saturday 10:00 A.M. to 2:00
13 A.M.; Sunday 12:00 P.M. to 1:00 A.M. Employees are trained in security, and
14 there are approximately twelve security cameras in the convenience store. The
15 site is well lit.

16
17 Within 1,000 feet of this application, there are two (2) Restaurant/Eating Place
18 alcoholic beverages type licenses, one (1) package store license, and one (1) club
19 license. There are no known schools or churches within 200-feet of the petition
20 site, according to Municipal records.
21

1 There is community opposition to this conditional use. The Government Hill
2 Community Council did not provide comments on the conditional use at the time
3 the report was written. There were two returned public hearing notices objecting
4 to the license at this location due to concerns including proximity to the package
5 store to the north and impacts on the neighborhood due to alcoholic beverage
6 sales.

7
8 There are no delinquent Personal Property Taxes or Real Property Taxes owing at
9 this time. No comments were received from the Anchorage Police Department or
10 Department of Health and Human Services at the time this report was written.

11
12 **THIS CONDITIONAL USE FOR A NEW PACKAGE STORE ALCOHOL**
13 **BEVERAGES USE AND LICENSE NUMBER 5002 IN THE B-1A DISTRICT**
14 **GENERALLY MEETS THE REQUIRED STANDARDS OF AMC TITLE 10 AND**
15 **TITLE 21, AND ALASKA STATUTE 04.11.150.**

16
17 Prepared by: Angela C. Chambers, Current Planning Section
18 Supervisor, Planning Division

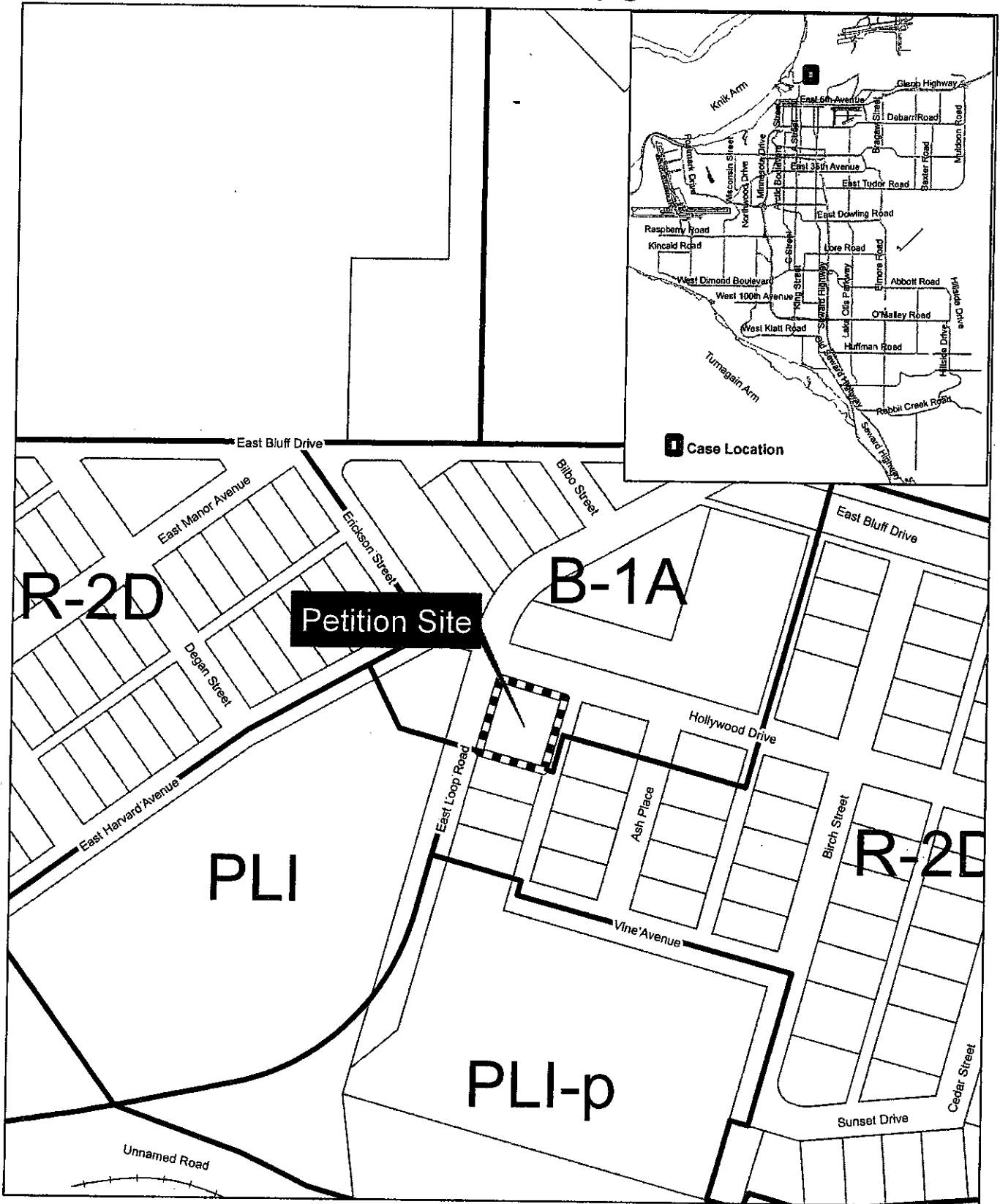
19 Approved by: Jerry T. Weaver Jr, Director
20 Department of Community Development

21 Concur: Dennis A. Wheeler, Municipal Attorney

22 Concur: George J. Vakalis, Municipal Manager

23 Respectfully submitted: Daniel A. Sullivan, Mayor

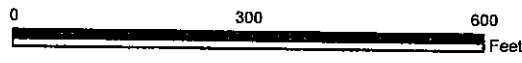
2010-140



Municipality of Anchorage
 Planning Department
 October 25, 2010

Flood Limits

	100 Year
	500 Year
	Floodway



**PLANNING DEPARTMENT
STAFF ANALYSIS
CONDITIONAL USE - ALCOHOLIC BEVERAGE SALES**

DATE: December 7, 2010

CASE NO.: 2010-140

APPLICANT: Tesoro Northstore Company
DBA 2Go Tesoro

REPRESENTATIVE: Frederick J. Odsen
Hughes, Gorski, Seedorf, Odsen & Tervooren, LLC

REQUEST: A Conditional Use for Alcoholic Beverages in the B-1A
(Local and Neighborhood Business) District for a
Package Store License #2614, per AMC 21.40.140 D.9.

LOCATION: East Government Hill Subdivision of the Alaska
Railroad, Block 6, Lot 1A, generally located on the
southeast corner of East Loop Road and Hollywood
Drive.

STREET ADDRESS: 500 Hollywood Drive

**COMMUNITY
COUNCIL:** Government Hill

TAX PARCEL: 002-045-17/ Grid SW 1131

ATTACHMENTS

1. Location Map
2. Departmental Comments
3. Application
4. Posting Affidavit
5. Historical Information

RECOMMENDATION SUMMARY:

This conditional use generally meets the required standards of AMC Title 10 and Title 21, and State Statute 04.11.150.

SITE:

Acres: 15,583 SF
Vegetation: Street landscaping

Zoning: B-1A (Local and Neighborhood Business District)
Topography: Generally level, slight grade downhill from northeast to southwest
Existing Use: Convenience store/gas station
Soils: Public Sewer & Water

COMPREHENSIVE PLAN – Anchorage 2020 Plan

Classification: Neighborhood Commercial Center
Density: N/A

SURROUNDING AREA

	NORTH	EAST	SOUTH	WEST
Zoning:	B-1A	B-1A/R-2D	R-2D	B-1A
Land Use:	Retail/ Shopping Center	Single and Two Family Residential	Vacant	Recreational/ Hotel/Motel to the Northwest

SITE DESCRIPTION AND PROPOSAL:

The petitioner leases the parcel for a convenience store/gas station. The petitioner proposes to operate a package store in an approximate 607 square foot area of the 2,398 square foot convenience store structure. The petitioner has applied to the Alcoholic Beverages Control Board for a transfer of a Package Store license #2614 to the petition site. The property is zoned B-1A, and the use is permitted as a conditional use per AMC 21.40.140 D.9.

Hours of operation are as allowed by State Statute and Municipal ordinance, and are proposed to be Monday – Friday 10:00 a.m. – 1:00 a.m., Saturday 10:00 a.m. – 2:00 a.m.; Sunday 12:00 p.m. to 1:00 a.m. There are approximately twelve security cameras within the convenience store, and all employees will be trained in accordance with the Alcoholic Beverage Control Board’s Liquor Server Awareness Training Program. Employees are provided security training and are taught to proactively look for suspicious circumstances. The store is designed to provide a good visibility to the outside from the store. The space under the canopy is open and well lit.

Within 1,000 feet of this application, there are two restaurant licenses, one package store license, and one club license. There are no known schools or churches within 200 feet of this site.

PUBLIC COMMENTS:

Sixty one (61) public hearing notices (PHNs) were mailed on November 9, 2010. At the time this report was written two (2) PHN's were returned opposing the conditional use. The proximity of a liquor store one block to the north was cited, as well as concern of impacts on the area related to alcoholic beverages sales; no comment was received from the community council at the time this report was written.

FINDINGS

A. Furthers the goals and policies of the Comprehensive Development Plan and conforms to the Comprehensive Development Plan in the manner required by Chapter 21.05.

The subject property is located within an area designated as a Neighborhood Commercial Center area on the Land Use Policy Map of the Anchorage 2020 Comprehensive Plan. No Neighborhood Commercial Center plan has been developed for the area, although this designation is for existing commercial centers, which currently exists in this area. This area, including the shopping center to the north, provides for a range of retail shopping and services intended to meet the needs of residents in the general area.

The Anchorage 2020 Comprehensive Plan does not specifically address the sale of alcoholic beverages in the community. A strategy of the adopted Anchorage 2020 Plan, however, calls for the development of locational standards and criteria for retail sales/service of alcoholic beverages. To date this has not been done.

Several goals of the Anchorage 2020 Plan address related issues such as recreational and economic opportunities. The sale of alcoholic beverages is part of the social, recreational and economic environment of the community. Hotel dining, night clubs, bars and restaurants which serves alcohol enhances the hospitality and tourism industry in Anchorage, and provide eating places for local residents and downtown employees. Another of the Plan's stated economic development goals are "Business Support and Development: a quality of life and a financial climate that encourages businesses to start up, expand or relocate in Anchorage (p. 41).

B. Conforms to the standards for that use in this title and regulations promulgated under this title.

The B-1A Local and Neighborhood Business District zoning regulations allow alcoholic beverage sales through the conditional use permit process: AMC 21.40.140 D.9. Restaurants, tearooms, cafes and other places serving food involving the retail sale, dispensing or service of alcoholic beverages, in accordance with section 21.50.160.

C. Will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

The B-1A District is intended for convenience business uses which serve the daily needs of nearby neighborhoods, including retail sales of alcoholic beverages, such as package store, bars/lounges and restaurants. A package store is a compatible use with the B-1A and existing uses in area. A package store exists to the north of the petition site.

AMC 21.50.160.B asks that a list of all alcohol licenses located within a minimum of 1,000 feet of the proposed conditional use be provided. There are two (2) restaurant/eating place licenses, one (1) package store licenses, and one (1) club license within a 1,000-foot radius of the petition site. Approving this package store license will add a second package store license within a 1,000-foot radius of the petition site.

Alaska Statute 04.11.410, Restriction of location near churches and schools, restricts beverage dispensary and package store licenses from being located in a building the public entrance of which is within 200-feet of the public entrance of a church building, or from being located within 200-feet of school grounds. There are no known churches or schools within this separation distance.

D. Will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety.

The B-1A District provides that all required parking be provided on site. According to the application, the petitioner has operated a gas station/convenience store at this location for 19 years. The petitioner has provided an approved parking lot layout and design, and landscaping.

Based on the retail and gas station uses on the lot a total of nine parking spaces are provided and eight are required. The gas station has its own spaces, one per pump.

There are adequate entrances and exits for vehicles to and from adjacent streets and roadways. Public transportation is available along East Loop Road.

2. The demand for and availability of public services and facilities.

The addition of a package store at this location will not impact public services. Electrical, water and sewer, natural gas are available on site. Road infrastructure and public transit is already in place. The petition site is within ARDSA, Police and Fire service areas.

3. Noise, air, water, or other forms of environmental pollution.

As a land use, a package store conditional use and license will not cause or contribute to any environmental pollution. The public parking lot is paved, which helps control air pollution.

4. The maintenance of compatible and efficient development patterns and land use intensities.

The zoning, land use and the general area land use will not change as a result of this conditional use permit for a package store license.

Standards Chapter 10.50 Alcoholic Beverages

In the exercise of its powers and under AS 04.11.480 and 13 AAC 104.145 to protest issue, renewal and transfer or alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below

- A. Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.**

Approval of this conditional use will add a third package store liquor license within 1,000-feet.

The Liquor Store	867 E. Loop Road	License #469	Package Store
Ski & Benny Pizza	820 Bilbo Street	License #3277	Restaurant
China Town Restaurant	836 E. Loop Road	License #3836	Restaurant
Anchorage Curling Club	711 E. Loop Road	License #3187	Club

- B. Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program approved by the State of Alaska alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.**

The applicant states that all employees involved in the dispensing of alcoholic beverages will be trained in accordance with the T.A.M. training and hold the appropriate certificates.

- C. Operations procedures. If application is made for issue, renewal or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.**

AMC 10.50.035 sets forth that persons seeking the issue or transfer of a license shall comply with restrictions regarding happy hours, games or contests involving the consumption of alcohol, public transportation, notice of penalties, availability of nonalcoholic drinks, compliance determination with techniques in alcohol management (T.A.M.), solicitation of purchase of alcoholic beverages for consumption by employees, and warning signs. The petitioner has stipulated in his application that he will abide by requirements of AMC 10.50.035.

- D. Public safety. When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premise. In determining the operator's demonstrated ability to**

maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

According to the application the petitioner states that order will be maintained by properly trained staff and management. The premises will be clean and well-lit. There are approximately 12 security cameras within the convenience store. At the time this report was completed, no written comment had been received from the Anchorage Police Department.

- E. Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing, signed by the transferor, transferee and Municipality**

There are no outstanding Business Personal Property taxes owing, according to the Treasury Division.

- F. Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the**

Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

No comments were received from the Department of Health and Human Services at the time this report was written.

- G. Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. In order to determine whether applicants seeking issue, renewal or transfer of alcoholic beverage licenses have complied with the provisions of this chapter, applicants shall, at the request of the Assembly, submit to the municipal clerk such information as is required on a municipal form prepared by the municipal clerk known as the Municipality of Anchorage Alcoholic Beverage Licensee Compliance Form. Upon request, operators shall also provide the municipal clerk with certificates from all current employees demonstrating that those employees have successfully completed a "Liquor Service Awareness Training Program" such as the program for techniques in alcohol management (T.A.M.) as approved by the State of Alaska Alcoholic Beverage Control Board.**

This form was not requested of this applicant.

RECOMMENDATION:

This application for a conditional use for alcoholic beverages in the B-1A District to allow a package store use and license per AMC 21.40.140 D.9 for 1330 Huffman Road, Suite #H, generally meets the required standards of AMC Title 10 and Title 21.

If after a public hearing on the matter, the Anchorage Assembly finds that the required standards have been met, staff recommends the following conditions of Approval:

1. A Notice of Zoning Action shall be filed with the District Recorder's Office within 120 days of the Assembly's approval for this new Package Store use and license in the B-1A District.
2. All uses shall conform to the plans and narrative submitted with this conditional use application.
3. This conditional use approval is for an Alcoholic Beverages Conditional Use and License Number 2614 in the B-1A District for a Package Store Use per AMC 21.40.140 D.9 for approximately 607 square feet of gross

leasable area located in the structure at 500 Hollywood Drive, East Government Hill Subdivision of the Alaska Railroad, Block 6, Lot 1A.

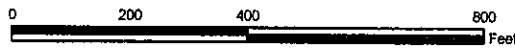
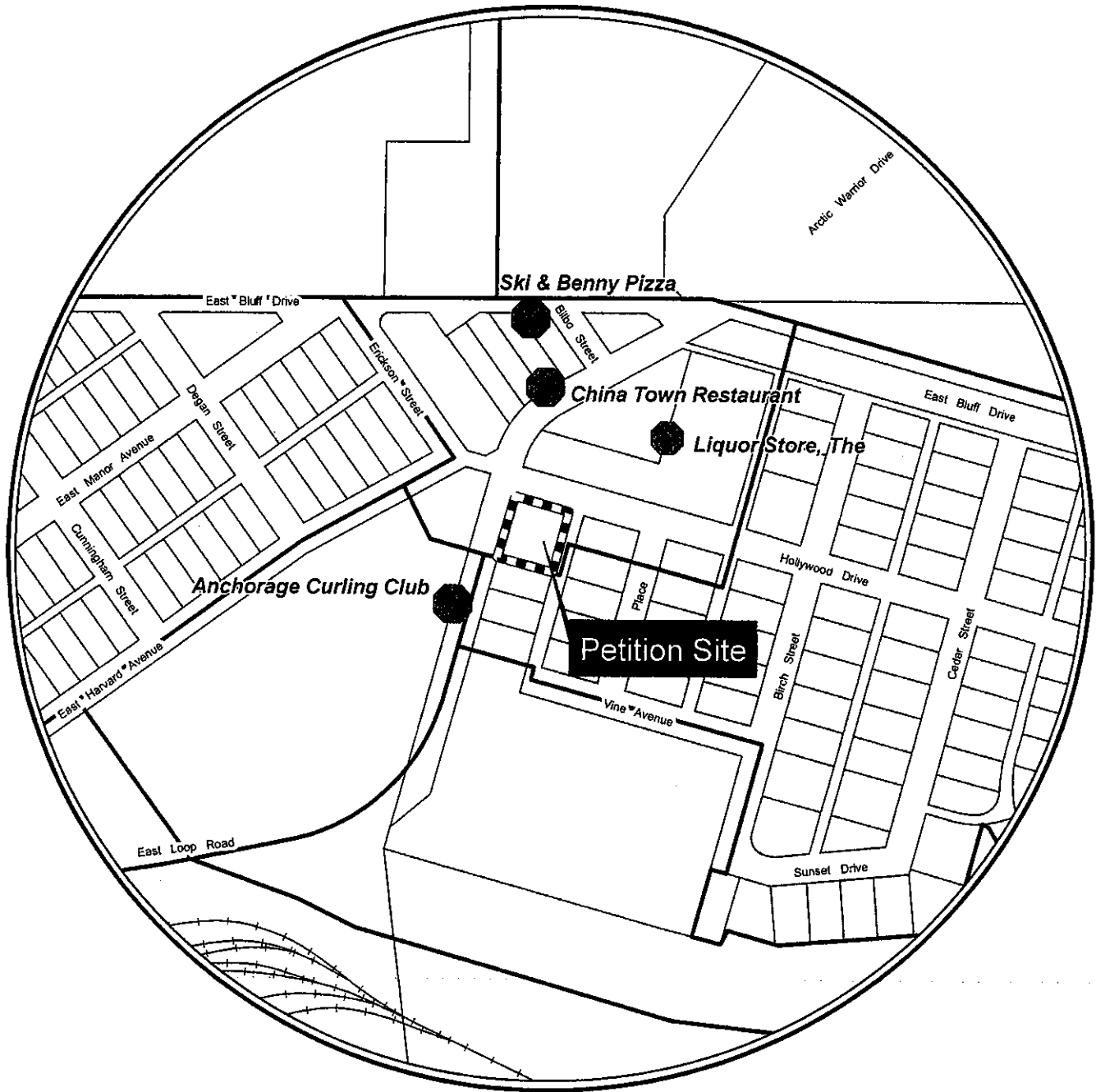
4. On-premise sale of alcohol beverages will be seven days a week as permitted per the Alaska Alcoholic Beverage Control Board requirements
5. All employees will be trained in accordance with the Alcoholic Beverage Control Board's "Liquor Server Awareness Training Program." Upon demand, the applicant shall demonstrate compliance with a liquor "Server Awareness Training Program approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to, the program for "Techniques in Alcohol Management (T.A.M.)."
6. The use of the property by any person for the permitted purposes shall comply with all current and future Federal, State and local laws and regulations including but not limited to laws and regulations pertaining to the sale, dispensing, service and consumption of alcoholic beverages and the storage, preparation, sale, service and consumption of food. The owner of the property, the licensee under the Alcoholic Beverage Control license and their officers, agents and employees shall not knowingly permit or negligently fail to prevent the occurrence of illegal activity on the property.
7. A copy of the conditions imposed by the Assembly in connection with this conditional use approval shall be maintained on the premise at a location visible to the public.

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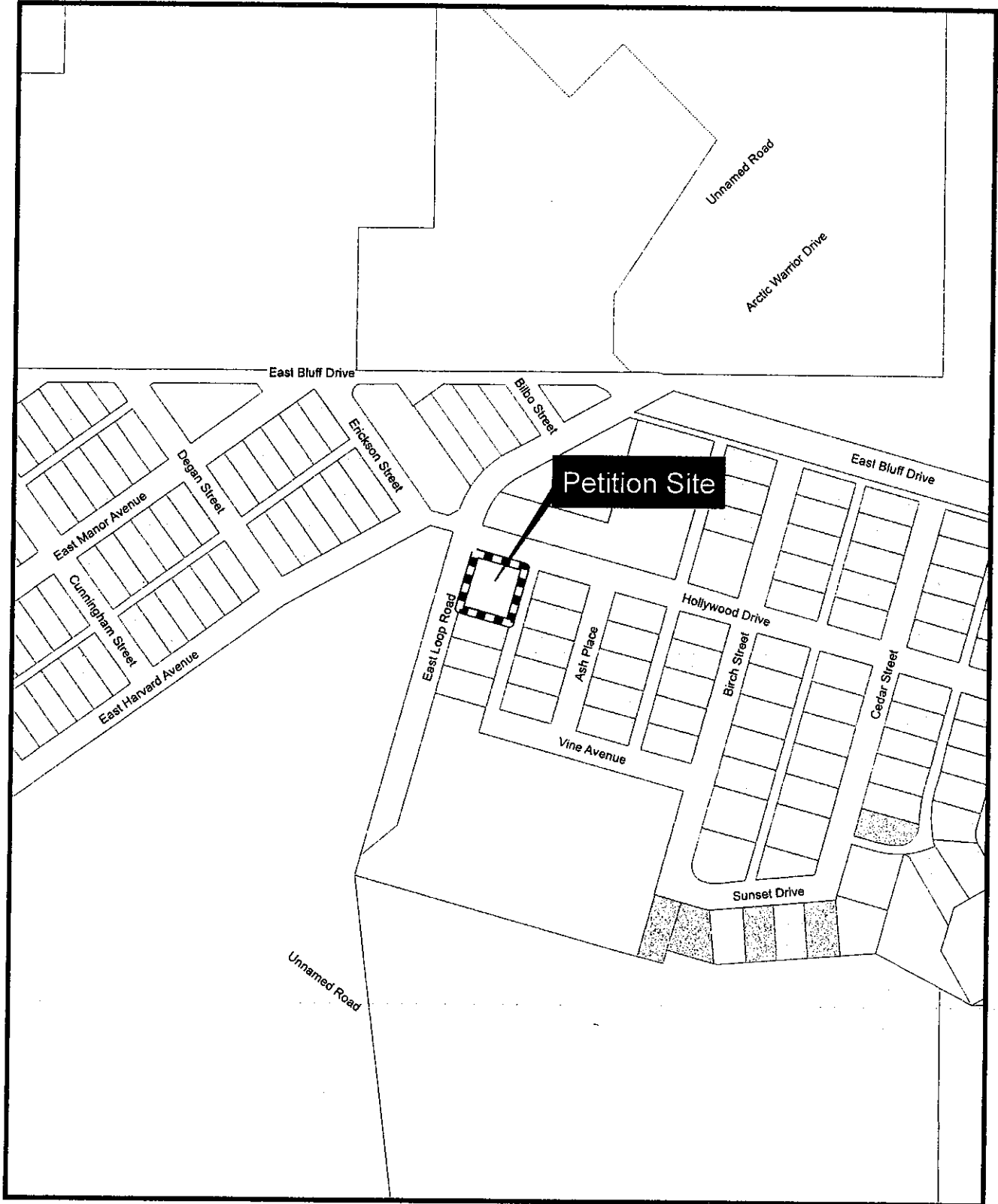
HISTORICAL MAPS AND AS-BUILTS

2010-140

● EXISTING LIQUOR LICENSES WITHIN 1000'

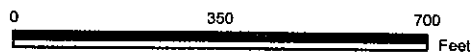


2010-140



Municipality of Anchorage
Planning Department
Date: October 25, 2010

- Mobile Home Park
- Multi-Family
- Single Family



2010-140



Municipality of Anchorage
Planning Department
October 25, 2010

0 62.5 125 Feet

ORTHOPHOTO 2007 USGS 1FT



Alcohol Existing License List Report

Case Number: 2010-140 Description: 1000'

Parcel Business Name	Parcel Owner Name Applicant Name	Parcel Owner Address Business Address	City		State		Zip	
			Lic. Number	Lic. Zone	Lic. Zone	Lic. Type		
00204102000 Ski & Benny Pizza	ZEEK GERRY & KAREN Amado, Nenita G.	11552 DISCOVERY HEIGHTS 820 Bilbo St	ANCHORAGE 3277	AK B1A	99515	Restaurant/Eating Place		
00204103000 China Town Restaurant	YANG YING FANG Shao, June Jie	3121 SEAPORT CIR 836 E Loop Rd	ANCHORAGE 3836	AK B1A	99515	Restaurant/Eating Place		
00204504000 Liquor Store, The	YUK JAY & HEE K&T Enterprises Inc.	11343 TULIN PARK LOOP 867 E Loop Rd	ANCHORAGE 469	AK B1A	99516	Package Store		
00204523000 Anchorage Curling Club	ARR Anchorage Curling Club, Inc.	PO BOX 107500 711 E Loop Rd	ANCHORAGE 3187	AK PLI	99510	Club		

Parcels--Basic Layers

Mon Oct 25, 14:04:23, 2010

Map: Parcels--Basic Layers



Scale 1:9000

Legend:



ALCOHOL

img

EAGLE_RIVER

Txt

STREET_NAME

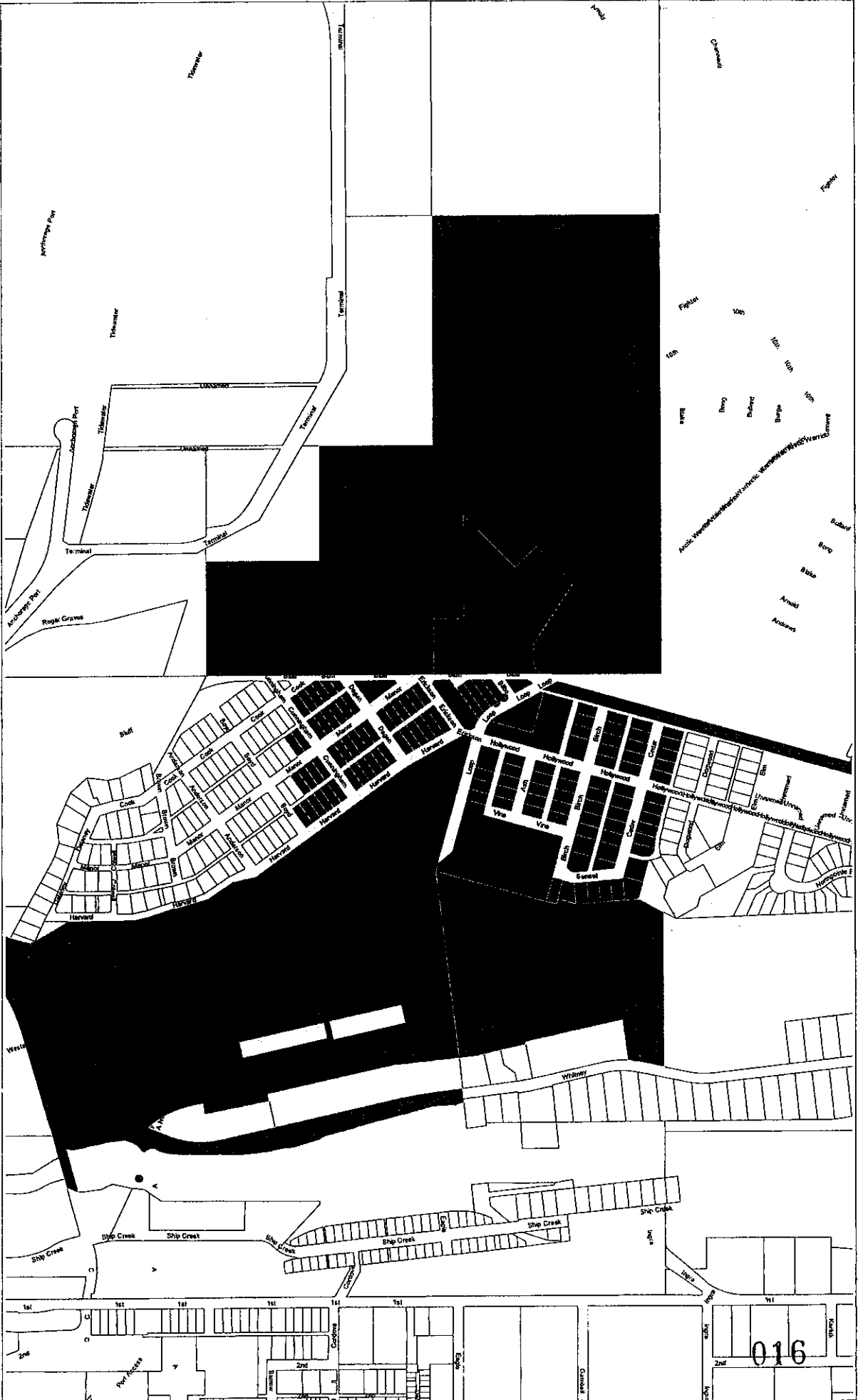


PARCELS

2010-140

Distanced

1000'



016

Alcohol Church and School List Report

Case Number: 2010-140 Description: 200'

Parcel	Parcel Owner Name	Parcel Site Address	Description
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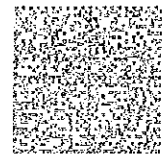
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DEPARTMENTAL

COMMENTS

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7942

PERSONATED
FIRST CLASS



UNITED STATES POSTAGE
FIRST CLASS MAIL
0004290505
NOV 05 2010
MAILED FROM ZIP CODE 99507

RECEIVED

NOV 15 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

002-048-27-000
HUGHES SAMANTHA V
PO BOX 103591
ANCHORAGE, AK 99510

NSN

New
P.O. Box
Number:
100334

**ASSEMBLY
NOTICE OF PUBLIC HEARING - - Tuesday, December 07, 2010**

Planning Dept Case Number: 2010-140

The Assembly of the Municipality of Anchorage will hold a public hearing on a petition proposing a conditional use at its regular meeting of Tuesday, December 07, 2010. The meeting begins at 6:00 p.m. in the Assembly Chambers of the Z. J. Loussac Library, 3600 Denali Street. The petition is for the following:

CASE: 2010-140
PETITIONER: Tesoro Northstore Company
REQUEST: Assembly conditional use for an alcoholic beverage package store
TOTAL AREA: 0.360 acres
SITE ADDRESS: 500 HOLLYWOOD DR
CURRENT ZONE: B-1A Local and neighborhood business district
COM COUNCIL(S): 1--Government Hill

LEGAL/DETAILS: An alcoholic beverage conditional use for a package store. Tesoro Northstore. East Government Hill Subdivision of the Alaska Railroad, Block 6 Lot 1A. Generally located east of East Loop Road and south of Hollywood Drive.

The Zoning Ordinance requires that you be sent notice because your property is within the vicinity of the petition area. This will be the only public hearing and you are invited to attend and present testimony, if you so desire.

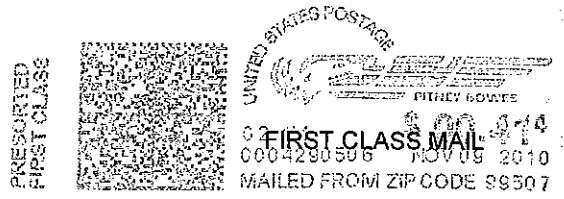
If you would like to comment on the petition this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call: 343-7942; FAX 343-7927. Case information may be viewed at www.muni.org by selecting Departments/Planning/Zoning and Platting Cases.

Name: Samantha V. Hughes
Address: P.O. BOX 100334 Anchorage Alaska 99510
Legal Description: 723 1/2 Birch Street Anchorage, Alaska (Government Hill)
Comments:

I do not want a Alcoholic beverage Package Store Located any where close to an Auto Gas Station, OR in the same building. There is a Alcoholic beverage store ONE block TO the North of Hollywood drive in The B-1A business district. We have had a increase of intoxicated people Passed out on Lawns, sidewalks, and in our Parks This year (2010). I don't want this either.

Samantha Hughes 11-11-2010

Municipality of Anchorage
P. O. Box 196650
Anchorage, Alaska 99519-6650
(907) 343-7942



002-046-18-000
ELLIS MARJORIE I LIFE ESTATE
710 ASH PLACE
ANCHORAGE, AK 99501

RECEIVED

NOV 15 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

**ASSEMBLY
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LEGAL/DETAILS: An alcoholic beverage conditional use for a package store. Tesoro Northstore. East Government Hill Subdivision of the Alaska Railroad, Block 6 Lot 1A. Generally located east of East Loop Road and south of Hollywood Drive.

The Zoning Ordinance requires that you be sent notice because your property is within the vicinity of the petition area. This will be the only public hearing and you are invited to attend and present testimony, if you so desire.

If you would like to comment on the petition this form may be used for your convenience. Mailing Address: Municipality of Anchorage, Department of Planning, P.O. Box 196650, Anchorage, Alaska 99519-6650. For more information call: 343-7942; FAX 343-7927. Case information may be viewed at www.muni.org by selecting Departments/Planning/Zoning and Platting Cases.

Name: Mrs. Marjorie I. Ellis
Address: 710 Ash Place
Legal Description: Real Property Number 002-046-18-000 Lot 6 Blk 6 North Hill 5
Comments: PLEASE do not approve this permit
(1) There is already a package liquor store on Government Hill in the shopping area
(2) This store would be one block from a public park where families with young children frequent often.
(3) Isn't there enough problems for the police to solve (Especially with the reduction in force) due to the proposed
2010-140 shut back in personnel?



MUNICIPALITY OF ANCHORAGE
Traffic Department



MEMORANDUM

RECEIVED

DATE: November 15, 2010
TO: Angela Chambers, Acting Division Manager, Zoning and Platting
Division
FROM: Leland R. Coop, Traffic Engineer Associate
SUBJECT: Traffic Engineering Comments for December 7, 2010 Assembly Public
Hearing

NOV 15 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

2010-140 Conditional Use for an alcoholic beverage package store in B-1A

The Traffic Engineering Division has no comment.

MUNICIPALITY OF ANCHORAGE



Planning & Development Services Dept.
Development Services Division

Private Development

RECEIVED

NOV 15 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

DATE: November 15, 2010

TO: Angela Chambers – Manager, Zoning and Platting

FROM: Sharen Walsh, P.E., On Behalf of Private Development

SUBJECT: Comments for Assembly Public Hearing date: December 7, 2010

Case No. 2010-140 – A request for concept/final approval of a conditional use to permit an alcoholic beverage package store.

Private Development has no objection to the conditional use.



MUNICIPALITY OF ANCHORAGE

Development Services Division

Right of Way Section

Phone: (907) 343-8240 Fax: (907) 343-8250



DATE: November 9, 2010
TO: Planning Department, Zoning and Platting Division
THRU: Jack L. Frost, Jr., Right of Way Supervisor
FROM: Lynn McGee, Senior Plan Reviewer
SUBJ: Comments on Assembly case(s) for December 7, 2010.

RECEIVED

NOV 09 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Right of Way Division has reviewed the following case(s) due November 9, 2010.

10-140 East Government Hill, Block 6, Lot 1A, grid 1131
(Conditional Use for Alcohol Beverage Package Store)
Right of Way Division has no comments at this time.
Review time 15 minutes.

Municipality of Anchorage
Treasury Division
Memorandum

RECEIVED

OCT 28 2010

MUNICIPALITY OF ANCHORAGE
PLATTING DIVISION

Date: October 27, 2010
To: Patty Long
Gloria Stewart
Planning Dept.
From: Diana Flavin, Revenue Officer
Subject: Liquor License Conditional Use Comments

Request for conditional use permit 2010-140 for Tesoro Northstore Co. located at 500
Hollywood Dr, Anchorage, AK.

I find no outstanding taxes on this account and have no reason to protest it.

4

APPLICATION



HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC
ATTORNEYS AT LAW

October 3, 2010

Direct Dial:

(907) 263-8255

E-Mail: fodsen@hglawfirm.net

Ms. Mary Autor
Senior Planner
Zoning & Planning Division
Municipality of Anchorage
4700 Elmore Road
Anchorage, AK 99507

RE: Conditional Use Permit Application; Transfer of Tesoro Northstore
Company No Premise Package Store License No. 2614 to
500 Hollywood Drive, Anchorage, Alaska; Our File No. 462-1

Dear Mary:

Enclosed in the referenced matter please find an original and 11 copies of an Application for Conditional Use Retail Sale Alcoholic Beverages with the requested documentation, including 12 copies of the specified materials requested in the form. We are also enclosing our trust account check payable to the Municipality of Anchorage in the amount of \$1,910.50 in payment of the application fee.

As we have discussed, our client, Tesoro Northstore Company, is seeking to relocate a no premises package storage liquor license which is currently on its second waiver of operation to a convenience store currently operated by Tesoro Northstore Company at 500 Hollywood Drive in Government Hill. It is our client's hope to be on the Alcoholic Beverage Control Board agenda in November. We also are very much hopeful that the matter can be heard by the Anchorage Assembly prior to the ABC Board meeting. As you know, absent an approved waiver by the ABC Board, a license is required to be operated for thirty days each calendar year, and Tesoro hopes to be operational prior to December 1, 2010. The pertinent facility is set up to easily accommodate a liquor store and all of Tesoro's employees have the pertinent liquor sales training.

Ms. Mary Autor
October 3, 2010
Page 2

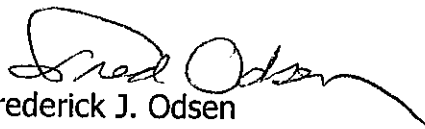
Our client's local representatives have also been in contact with the Government Hill Community Council and have been discussing the potential of relocating the license. My understanding is that those discussions have generally been positive and it is Tesoro's intention to provide additional input or information if requested by the council, your offices or otherwise.

I will out of state the week of October 3, 2010. In my absence, however, please feel free to email me at fodsen@hglawfirm.net or to contact my secretary, Ms. Pat Brice, at 907-263-8255. Thanks for your assistance.

Sincerely,

HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC

By


Frederick J. Odsen

FJO:pab:292878
Enclosures

cc: Brooks Meltzger
James Sturley

Tesoro Northstore Company Package Store Liquor License Application

Additional Documentation:

1. Parking, landscape and site plan (12 copies)
2. Floor plans (12copies)
3. Photographs of each street frontage (12 copies)
4. Narrative explaining the project, operations and open for business target date (12 copies)
5. Copy of Grid Map showing location (12 copies)
6. Copies of Alcoholic Beverage Control Board liquor license transfer application including landlord's consent letter, all drawings and attachments (except for filed confidential financial information) (12 copies)

Application for Conditional Use Retail Sale Alcoholic Beverages

Municipality of Anchorage
Planning Department
PO Box 196650
Anchorage, AK 99519-6650

Please fill in the information asked for below.

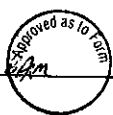
PETITIONER*		PETITIONER REPRESENTATIVE (IF ANY)	
Name (last name first) Tesoro Northstore Company		Name (last name first) Odsen, Frederick J.	
Mailing Address 471 W. 36th Ave., Suite 100 P.O. Box 196272 Anchorage, Alaska 99519		Mailing Address Hughes Gorski Seedorf Odsen & Tervooren, LLC, 3900 C St., Suite 1001 Anchorage, AK 99503	
Contact Phone: Day: 907-261-7266 Night:		Contact Phone: Day: 907- 263-8255	
FAX: 966-421-8297		FAX: 907-263-8320	
E-mail: James.H.Sturley@tsocorp.com		E-mail: fodsen@hglawfirm.net	

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

PROPERTY INFORMATION		
Property Tax # (000-000-00-000):	002-045-17-001	
Site Street Address:	500 Hollywood Drive, Anchorage, Alaska 99501	
Property Owner (if not the Petitioner):		
Current legal description: (use additional sheet in necessary) Lot 1A, Block 6, East Government Hill Subdivision of the Alaska Railroad located at the Southeast corner of Loop Road and Hollywood Drive in accordance with that certain Amended and Restated Ground Lease dated November 3, 2005 and designated Contract No. 8954, between the Alaska Railroad Corporation as lessor and Brauvin Net Capital, LLC, a Delaware limited liability company as lessee.		
Zoning:	B1A	Acreeage: Approx. 15,583 sq. feet
		Grid # SW 1131

ALCOHOLIC BEVERAGE CONTROL BOARD LICENSE PROPOSED		
<input type="checkbox"/> Beverage Dispensary	<input type="checkbox"/> Private Club	<input type="checkbox"/> Restaurant, exempt
<input type="checkbox"/> Beverage Dispensary-Tourism	<input type="checkbox"/> Public Convenience	<input type="checkbox"/> Theater
<input type="checkbox"/> Brew Pub	<input type="checkbox"/> Recreational	<input type="checkbox"/> Other (Please explain):
<input checked="" type="checkbox"/> Package Store	<input type="checkbox"/> Restaurant	
Is the proposed license: <input type="checkbox"/> New	<input checked="" type="checkbox"/> Transfer of location: ABC license number: 2614	
	Transfer license location: No Premise	
	Transfer licensed premises doing business as: 2Go Tesoro	

I hereby certify that (I am)/(I have been authorized to act for) owner of the property described above and that I petition for a retail sale of alcoholic beverages conditional use permit in conformance with Title 21 of the Anchorage Municipal, Code of Ordinances. I understand that payment of the application fee is nonrefundable and is to cover the costs associated with processing this application, and that it does not assure approval of the conditional use. I also understand that assigned hearing dates are tentative and may have to be postponed by Planning Department, Municipal Clerk, or the Assembly for administrative reasons.

Date 10/4/10	Signature <i>[Signature]</i> (Agents must provide written proof of authorization)	
Accepted by:	Poster & Affidavit	Fee
		Case Number

COMPREHENSIVE PLAN INFORMATION			
Anchorage 2020 Urban/Rural Services: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural			
Anchorage 2020 West Anchorage Planning Area: <input type="checkbox"/> Inside <input checked="" type="checkbox"/> Outside			
Anchorage 2020 Major Urban Elements: Site is within or abuts:			
<input type="checkbox"/> Major Employment Center	<input type="checkbox"/> Redevelopment/Mixed Use Area	<input type="checkbox"/> Town Center	
<input checked="" type="checkbox"/> Neighborhood Commercial Center	<input type="checkbox"/> Industrial Center		
<input type="checkbox"/> Transit - Supportive Development Corridor			
Eagle River-Chugiak-Peters Creek Land Use Classification:			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/opens space	<input type="checkbox"/> Public Land Institutions
<input type="checkbox"/> Marginal land	<input type="checkbox"/> Alpine/Slope Affected	<input type="checkbox"/> Special Study	
<input type="checkbox"/> Residential at _____ dwelling units per acre			
Girdwood- Turnagain Arm			
<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial	<input type="checkbox"/> Parks/opens space	<input type="checkbox"/> Public Land Institutions
<input type="checkbox"/> Marginal land	<input type="checkbox"/> Alpine/Slope Affected	<input type="checkbox"/> Special Study	
<input type="checkbox"/> Residential at _____ dwelling units per acre			

ENVIRONMENTAL INFORMATION (All or portion site affected)				
Wetland Classification:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> "C"	<input type="checkbox"/> "B"	<input type="checkbox"/> "A"
Avalanche Zone:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> Blue Zone	<input type="checkbox"/> Red Zone	
Floodplain:	<input checked="" type="checkbox"/> None	<input type="checkbox"/> 100 year	<input type="checkbox"/> 500 year	
Seismic Zone (Harding/Lawson):	<input type="checkbox"/> "1"	<input type="checkbox"/> "2"	<input type="checkbox"/> "3"	<input checked="" type="checkbox"/> "4" <input type="checkbox"/> "5"

RECENT REGULATORY INFORMATION (Events that have occurred in last 5 years for all or portion site)	
<input type="checkbox"/> Rezoning - Case Number:	
<input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat - Case Number(s):	
<input type="checkbox"/> Conditional Use - Case Number(s):	
<input type="checkbox"/> Zoning variance - Case Number(s):	
<input type="checkbox"/> Land Use Enforcement Action for	
<input type="checkbox"/> Building or Land Use Permit for	
<input type="checkbox"/> Wetland permit: <input type="checkbox"/> Army Corp of Engineers <input type="checkbox"/> Municipality of Anchorage	

DOCUMENTATION	
Required:	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Original signed application <input type="checkbox"/> Copy of Building Permit application for new construction or change of use, if applicable <input type="checkbox"/> Copy of approved parking and landscape plan from Land Use Review <input checked="" type="checkbox"/> 12 copies of site plan to scale depicting: building footprints; parking areas; vehicle and pedestrian circulation; lighting; landscaping; signage; and licensed premises location. <input checked="" type="checkbox"/> 12 copies of building plans to scale depicting: floor plans indicating the location of sales and service areas; building elevations (photographs are acceptable). <input checked="" type="checkbox"/> 12 copies of photographs of premises from each street frontage that include and show relationship to adjacent structures and the premises visible street address number. <input checked="" type="checkbox"/> 12 copies of narrative: explaining the project; construction, operation schedule, and open for business target date. <u>See Exhibit A attached.</u> <input checked="" type="checkbox"/> 12 copies of a zoning map showing the proposed location. <input checked="" type="checkbox"/> 12 copies of completed Alcoholic Beverage Control Board liquor license application form including all drawings and attachments, if filed with ABC Board.
Optional:	<ul style="list-style-type: none"> <input type="checkbox"/> Traffic impact analysis <input type="checkbox"/> Economic impact analysis <input type="checkbox"/> Noise impact analysis

PROPERTY OWNER AUTHORIZATION* (if petitioner is not property owner)

(I)(WE) hereby grant permission to and acknowledge that person shown as the petitioner on this application is applying for a conditional use permit for the retail sales of alcoholic beverages on a property under (MY)(OUR) ownership and that as part of the conditional use permit process the Assembly may apply conditions which will be (MY)(OUR) responsibility to satisfy.

See attached letter from landlord dated July 22, 2010.

Date

Signature

*Report additional petitioners or disclose other co-owners on supplemental form. Failure to divulge other beneficial interest owners may delay processing of this application.

FACILITY OPERATIONAL INFORMATION

What is the proposed or existing business name (Provide both if name is changing):

2Go Tesoro

What is the gross leaseable floor space in square feet?

Approximately 607 square feet (liquor area).

What is the facility occupant capacity?

As a convenience store Tesoro is unaware of an occupancy capacity similar to a restaurant or bar.

What is the number of fixed seats(booth and non movable seats)?

N/A

What is the number non-fixed seats(movable chairs, stools, etc.)?

N/A

What will be the normal business hours of operation? The convenience store and gas pumps will open at 6:00 a.m. daily and close each day at the latest hour that alcoholic beverages can be sold under A.M.C. § 10.50.010.

What will be the business hours that alcoholic beverages will be sold or dispensed? Alcoholic beverages will be sold during the maximum number of days and hours permitted by A.M.C. § 10.50.010.

What do you estimate the ratio of food sales to alcohol beverage sales will be?

15% Alcoholic beverage sales

85% Food sales

Fuel sales are accounted for separately.

Type of entertainment proposed: (Mark all that apply)

Recorded music Live music Floor shows Patron dancing Sporting events Other None

Do you propose entertainment or environmental conditions in the facility that will meet the definition of "indecent material" or "adult entertainment" as set forth by AMC 8.50.020 Minors-Disseminating indecent material? Yes No

Do you propose conditions in the facility that fall under AMC 10.40.050 Adult oriented establishment? Yes No

DISTANCE FROM CHURCHES, DAY CARE, AND SCHOOLS

Locate and provide the names and address of all churches, day care, and public or private schools within 200 feet of the site property lines

Name

Address

None

PACKAGE STORES

Provide the projected percentage of alcoholic product inventory in the store where the retail unit price is:

No greater than 10%	%	less than \$5.00
10-20%	%	\$5.00 to \$10.00
60-70%	%	\$10.00 to \$25.00
No greater than 10%	%	greater than \$25.00

CONDITIONAL USE STANDARDS

The Assembly may only approve the conditional use if it finds that all of the following 4 standards are satisfied. Each standard must have a response in as much detail as it takes to explain how your project satisfies the standard. The burden of proof rests with you. Use additional paper if needed.

Explain how the proposed conditional use furthers the goals and policies of the comprehensive development plan and conforms to the comprehensive development plan in the manner required by AMC 21.05.

The Anchorage 2020 Comprehensive Plan does not specifically address the sale of alcoholic beverages in the community. That Plan does address such issues as recreational and economic opportunities. The sale of alcoholic beverages is consistent with the overall social and economic environment of the community.

Explain how the proposed conditional use conforms to the standards for that use in this title and regulations promulgated under this title.

The pertinent property is zoned B1A and the proposed use is consistent therewith. Tesoro is an experienced operator of package stores with a good record of safe, lawful store operations. The existing convenience store is already an established business in the community.

Explain how the proposed conditional use will be compatible with existing and planned land uses in the surrounding neighborhood and with the intent of its use district.

Tesoro has operated a convenience store and gas station on the property for approximately 19 years. There are no beverage dispensary licenses within 1,000 feet of the property and only four (4) liquor licenses of any type within the Government Hill Community Council area. The businesses in the area are predominantly retail firms catering to local residents and commuters.

Explain how the proposed conditional use will not have a permanent negative impact on the items listed below substantially greater than that anticipated from permitted development:

1. Pedestrian and vehicular traffic circulation and safety

Tesoro does not anticipate material changes in existing vehicular traffic circulation and safety. The site has adequate parking for customers. Many convenience store customers do their shopping while parked at the gas pumps and paying for their fuel purchase.

2. The demand for and availability of public services and facilities.

Tesoro does not, based on its experience operating other package stores or otherwise; expect any permanent negative impact on the need for or availability of public services.

3. Noise, air, water or other forms of environmental pollution.

There should be no environmental or pollution effects from the operation of a package store on the site.

4. The maintenance of compatible and efficient development patterns and land use intensities.

The package store operation will be contained within Tesoro's existing convenience store facility and should be consistent with continued development in the neighborhood consistent with existing land use standards.

STANDARDS CHAPTER 10.50 ALCOHOLIC BEVERAGES

In the exercise of its powers and under AS 04.11.480 and 15 AAC 104.145 to protest issue, renewal and transfer of alcoholic beverage licenses within the Municipality of Anchorage, the Assembly shall consider whether the proposed license meets each and every factor and standard set forth below.

Concentration and land use. Whether transfer of location or issue of the requested license will negatively impact the community through an increase in the concentration of uses involving the sale or service of alcoholic beverages within the area affected and will conform to the separate standards of AMC 21.50.020.

How many active liquor licenses are located on the same property as your proposed license? None.

Within 1,000 feet of your site are how many active liquor licenses? Four. They include the China Town Restaurant, a restaurant/eating place license about 442 feet away, Ski & Benny Pizza, about 610 feet away, The Liquor Store, a package store license, about 531 feet away, and Anchorage Curling Club, a club license about 610 feet away.

How would you rate this area's license concentration on a scale of 1 to 5 with 5 = high One (1)

How many active liquor licenses are within the boundaries of the local community council? Four (4).

In your opinion, is this quantity of licenses a negative impact on the local community? No.

Training. If application is made for issue, renewal or transfer of a beverage dispensary license, restaurant or eating place license, or package store license, whether the applicant can demonstrate prospective or continued compliance with a Liquor "Server Awareness Training Program approved by the State of Alaska Alcoholic Beverage Control Board, such as or similar to the program for techniques in alcohol management (T.A.M.). Until such plan is approved, training by a licensee's employees in the T.A.M. shall constitute compliance with this ordinance.

How many employees in direct contact with alcohol will be trained in accordance with the Alcoholic Beverage Control Board's Liquor Server Awareness Training Program?

Tesoro anticipates that all of its employees at the site (estimated to be a total of 10 people) will be trained in accordance with the Liquor Server Awareness Training Program. Tesoro anticipates that it will have 2 employees per shift.

Operations procedures. If application is made for issue, renewal, or transfer of a license, whether the applicant can demonstrate prospective or continued compliance with operations procedures for licensed premises set forth in Section 10.50.035 of this code.

- Yes No Happy hours?
- Yes No Games or contests that include consumption of alcoholic beverages?
- Yes No Patron access and assistance to public transportation?
- Yes No Notice of penalties for driving while intoxicated posted or will be posted?
- Yes No Non-alcoholic drinks available to patrons?
- Yes No Solicitation or encouragement of alcoholic beverage consumption? (subject to lawful advertising)

Public safety. When application is made for the renewal or transfer of location or transfer of ownership of a beverage dispensary license restaurant or eating place license, or package store license, the Assembly shall consider whether the operator can demonstrate the ability to maintain order and prevent unlawful conduct in a licensed premises. In determining the operator's demonstrated ability to maintain order and prevent unlawful conduct, the Assembly may consider police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection. For purposes of this section and Section 10.50.035 "licensed premises" shall include any adjacent area under the control or management of the licensee.

What are the proposed precautions to maintain order and prevent unlawful conduct at the licensed premises?

inside facility:

Approximately 12 security cameras are located in the convenience store. All employees are provided security training and are taught to proactively look for suspicious circumstances. The stores have height strips to aid in describing potential law breaking individuals.

outside facility:

The store is designed to provide a good visibility to the outside from the store. The space under the canopy is open and well lit.

Payment of taxes and debts. When application is made for renewal of a license the assembly shall consider, pursuant to AS 4.11.330, whether the applicant is delinquent in payment of taxes owed to the Municipality. When application is made for transfer of ownership of a license the Assembly shall consider, pursuant to AS 4.11.360, whether the municipality has received either payment or adequate security, for the payment of any debts or taxes, including any estimated taxes for the current year, arising from the conduct of the licensed business. Adequate security" for the payment of debts and taxes may be in the form of: 1) escrowed funds sufficient to Pay the debts and taxes claimed and any escrow fees; 2) actual payment of debts and taxes claimed; or, 3) a guarantee agreement in accordance AMC 10.50.030. Any guarantee agreement shall be in writing, signed by the transferor, transferee and Municipality

- Yes No *Are real estate and business property taxes current?*
 Yes No *Are there any other debts owed to the Municipality of Anchorage?*

Public health. If application is made for the renewal or transfer of location or transfer of ownership of a license, the Assembly shall consider whether the operator has engaged in a pattern of practices injurious to public health or safety, such as providing alcohol to minors or intoxicated persons, committing serious violations of State law relevant to public health or safety, or other actions within the knowledge and control of the operator which place the public health or safety at risk. In determining if a pattern of practices injurious to public health or safety exists, the Assembly may consider criminal convictions, credible proof of illegal activity even if not prosecuted, police reports, testimony presented before the Assembly, written comments submitted prior to or during the public hearing, or other evidence deemed to be reliable and relevant to the purpose of this subsection.

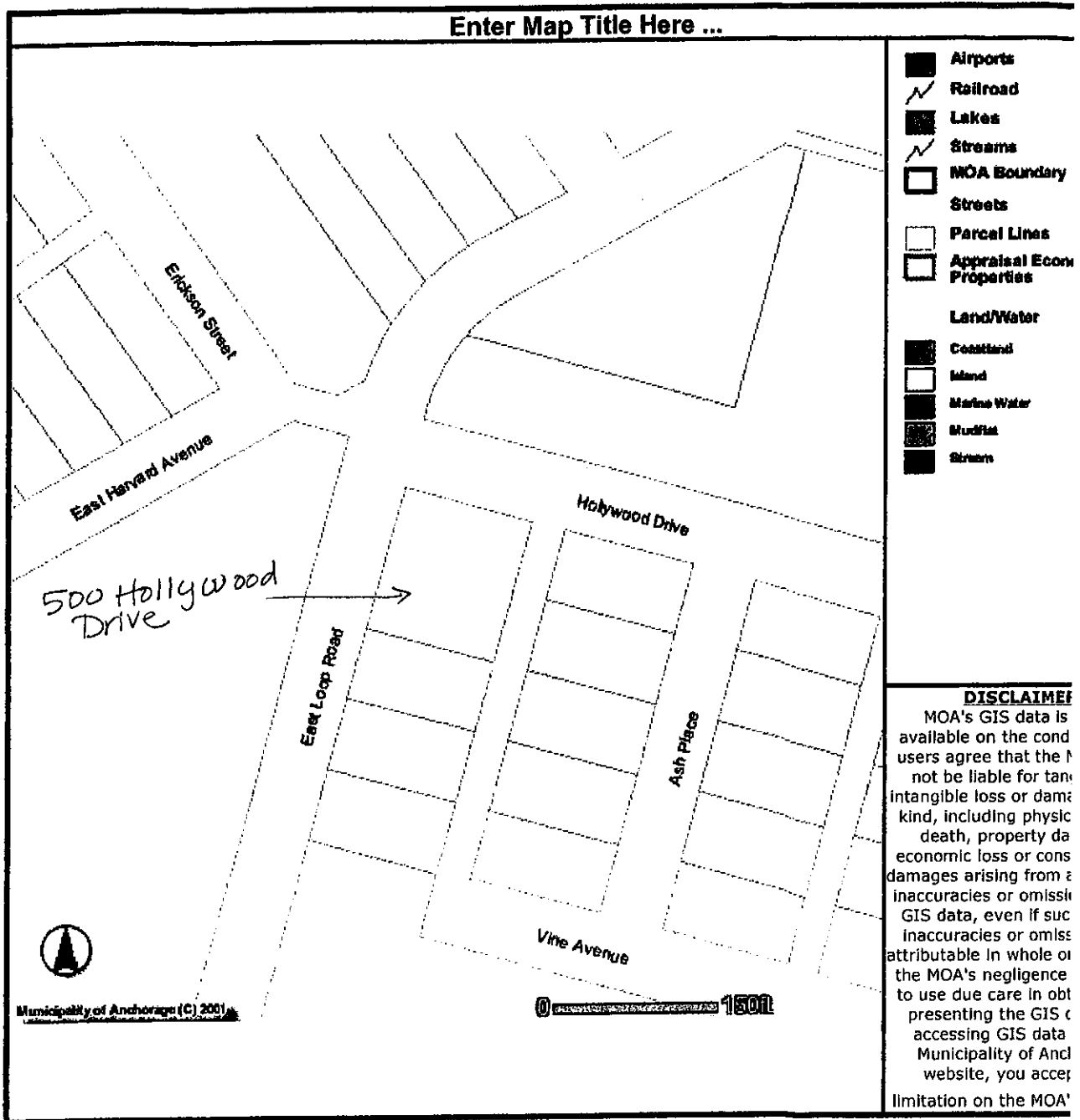
- Yes No *As the applicant and operator can you comply? If no explain*

Additional space if needed.

EXHIBIT A

The project involves limited modifications to the interior of Tesoro's existing convenience store on the site as set forth in the attached floor plans. Tesoro expects to operate the liquor sales area of the package store for the maximum number of days and hours permitted under A.M.C. § 10.50.010. Thus the liquor sales area will be open except (a) between the hours of 1:00 a.m. and 10:00 a.m. Monday through Friday, (b) between the hours of 2:00 a.m. and 10:00 a.m. on Saturday, and (c) between the hours of 2:00 a.m. and noon on Sunday.

Because the no premise, package store license Tesoro wishes to move to the premises is currently subject to its second waiver of operations pursuant to AS 04.11.340(3) and 13 AAC 104.170, Tesoro's target date for opening the package store operation for the required thirty (30) days in 2010 is November 30, 2010.



RE ZONING APPLICATION - Part 2

APPRAISAL INFORMATION

Case
 Number(s)

PARCEL ID 002-045-17-001

Owner BRAUVIN ALASKA LLC

REMARKS & COMMENTS

Remarks

Legal Comment An alcoholic beverage conditional use for a package store. Tesoro Northstore. East Government Hill Subdivision of the Alaska Railroad, Block 6 Lot 1A. Generally located west of East Loop Road and south of Hollywood Drive.

ASSOCIATED PARCELS

Parcel ID	Acres	Owner Name	Parcel Count	Zone	Legal	Grid SW1131
00204517001	0.36	BRAUVIN ALASKA LLC ATTN KEVIN	1	B1A	ARR 8954, EAST GOVERNMENT HILL OF ARR, BLK 6 LT 1A	
Additional Owners						

Totals: 1 0.36 Address 500 HOLLYWOOD DR

CASE SCHEDULE

Case #

Type & Request Assembly conditional use for an alcoholic beverage package store

Schedule Public hearing

Original App Date 10/25/2010

Case

Assembly Case--this hearing date doesn't apply

Number(s)

Assembly Hearing Date

With this hearing date it will have taken 43 days to process this Assembly case.

DUE DATES

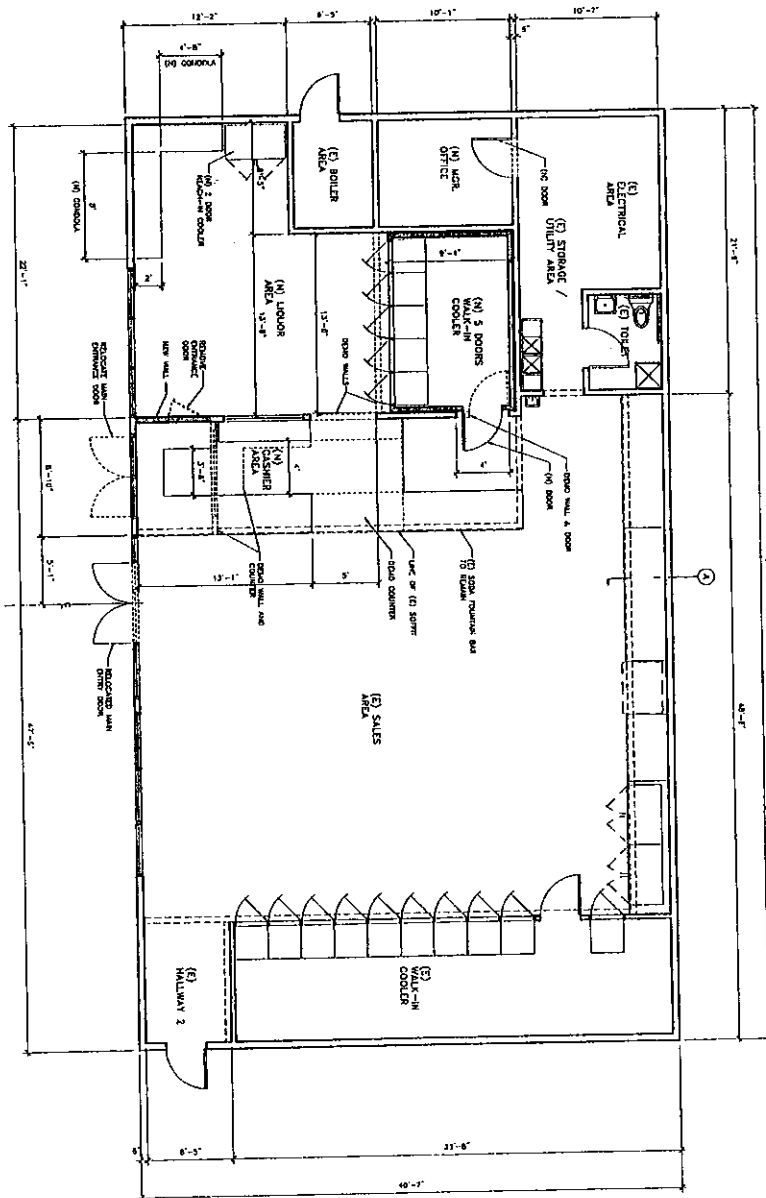
If no date, field does not apply to Authority Type

Cut-Off Date	10/14/2010	Mail Public Notices	11/16/2010
Route Case	10/19/2010	Legal in Newspaper	11/15/2010
Assign Case		Last Day Appear Requests	11/19/2010
Joint Case Review	11/03/2010	Affadavit Due	11/23/2010
Scale/Topo/Aerial/Agency Comments	10/30/2010	Staff Packet / Reports Due	11/25/2010
Legal Ad to PIO	11/09/2010	Packet to Print	11/26/2010
Post Application Meeting	11/12/2010	Deliver Packet	11/27/2010

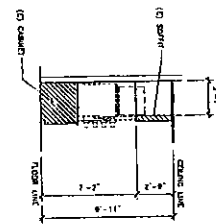
FEES

Fee Code Assembly Action - Conditional Use to Serve Alcohol - \$1000 + sf fees

Fee # of Parcels 1 ACRE(S) 0.36



SECTION "A"



PROPOSED FLOOR PLAN

SCALE: 1/8" = 1'-0"



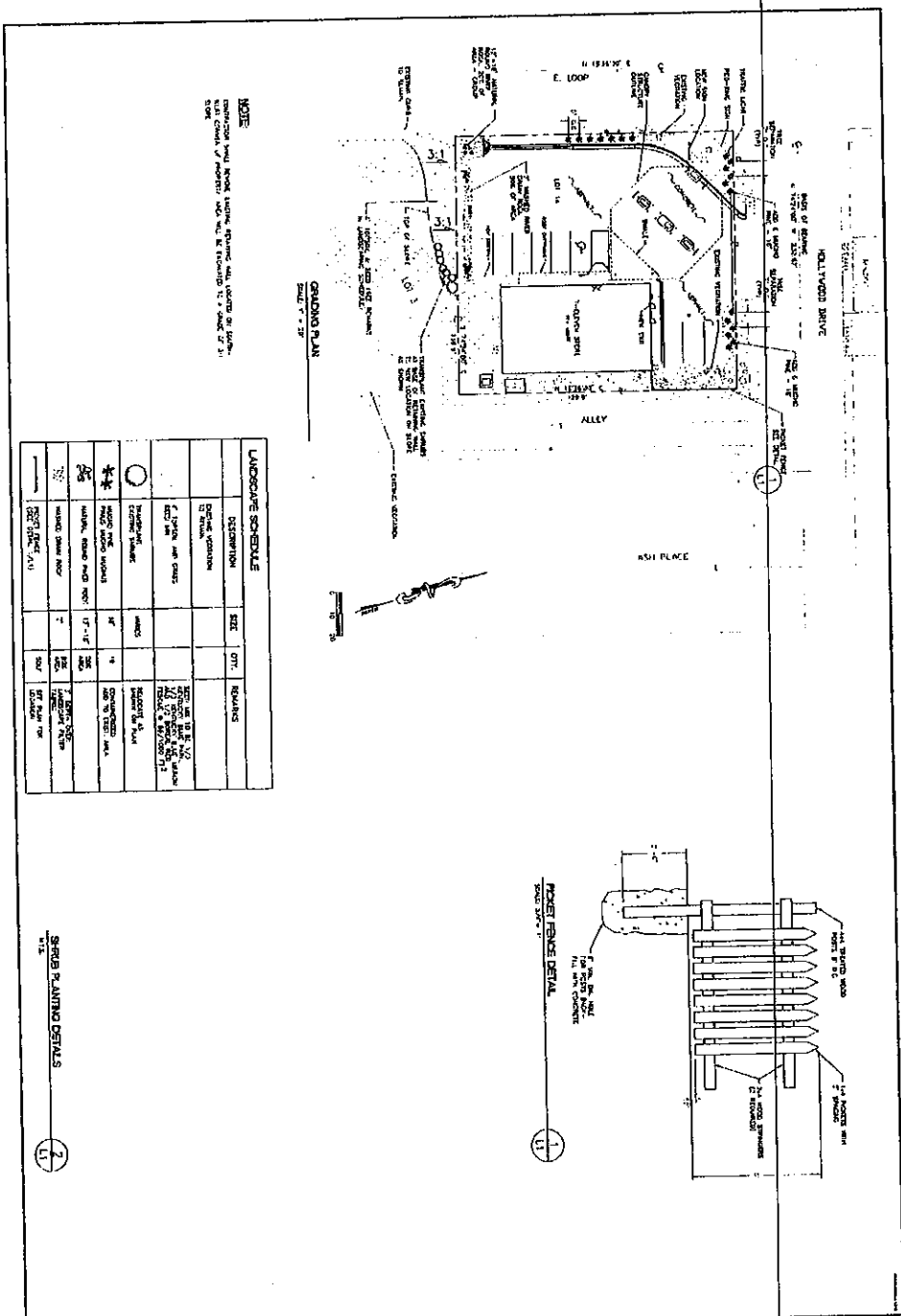
Preliminary 1 08-06-10

PROJECT NO.	#30010
DATE	08-06-10
DRAWN BY	A1-1
CHECKED BY	
APPROVED BY	
TITLE	PROPOSED FLOOR PLAN
SCALE	1/8" = 1'-0"
DATE	08-06-10
DRAWN BY	A1-1
CHECKED BY	
APPROVED BY	
TITLE	PROPOSED FLOOR PLAN
SCALE	1/8" = 1'-0"
DATE	08-06-10
DRAWN BY	A1-1
CHECKED BY	
APPROVED BY	

PROJECT LOCATION	TESORO #30010 500 HOLLYWOOD DRIVE @ E LOOP ANCHORAGE, AK. 99601
DATE	
DRAWN BY	
CHECKED BY	
APPROVED BY	
TITLE	
SCALE	
DATE	
DRAWN BY	
CHECKED BY	
APPROVED BY	

NO.	DATE	REVISION	BY	CHECKED

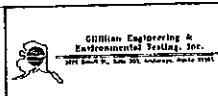
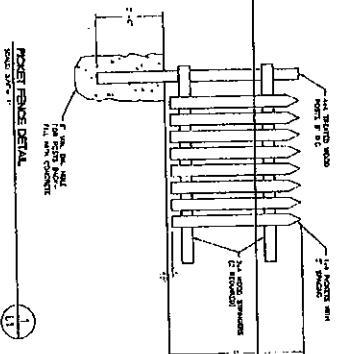
Tesoro Refining & Marketing Co.
 ARMO PETAS, SUPPORT SERVICES
 10110 REDGEWOOD PARKWAY
 SAN ANTONIO, TX 78250
 PHONE 214-885-0000



NOTE:
 1. ALL PLANTINGS SHALL BE INSTALLED AS SHOWN.
 2. ALL PLANTINGS SHALL BE MAINTAINED AS SHOWN.
 3. ALL PLANTINGS SHALL BE REPLACED AS SHOWN.

LANDSCAPE SCHEDULE	DESCRIPTION	QTY.	REMARKS
1	Plantings as shown	1	See notes
2	Plantings as shown	1	See notes
3	Plantings as shown	1	See notes
4	Plantings as shown	1	See notes
5	Plantings as shown	1	See notes
6	Plantings as shown	1	See notes
7	Plantings as shown	1	See notes
8	Plantings as shown	1	See notes
9	Plantings as shown	1	See notes
10	Plantings as shown	1	See notes
11	Plantings as shown	1	See notes
12	Plantings as shown	1	See notes
13	Plantings as shown	1	See notes
14	Plantings as shown	1	See notes
15	Plantings as shown	1	See notes
16	Plantings as shown	1	See notes
17	Plantings as shown	1	See notes
18	Plantings as shown	1	See notes
19	Plantings as shown	1	See notes
20	Plantings as shown	1	See notes
21	Plantings as shown	1	See notes
22	Plantings as shown	1	See notes
23	Plantings as shown	1	See notes
24	Plantings as shown	1	See notes
25	Plantings as shown	1	See notes
26	Plantings as shown	1	See notes
27	Plantings as shown	1	See notes
28	Plantings as shown	1	See notes
29	Plantings as shown	1	See notes
30	Plantings as shown	1	See notes
31	Plantings as shown	1	See notes
32	Plantings as shown	1	See notes
33	Plantings as shown	1	See notes
34	Plantings as shown	1	See notes
35	Plantings as shown	1	See notes
36	Plantings as shown	1	See notes
37	Plantings as shown	1	See notes
38	Plantings as shown	1	See notes
39	Plantings as shown	1	See notes
40	Plantings as shown	1	See notes
41	Plantings as shown	1	See notes
42	Plantings as shown	1	See notes
43	Plantings as shown	1	See notes
44	Plantings as shown	1	See notes
45	Plantings as shown	1	See notes
46	Plantings as shown	1	See notes
47	Plantings as shown	1	See notes
48	Plantings as shown	1	See notes
49	Plantings as shown	1	See notes
50	Plantings as shown	1	See notes

SRUB PLANTING DETAILS
 1/1



TESORO NORTHSTORE No. 00
 7-ELEVEN
 600 HOLLYWOOD DRIVE
 LOT 1A, BLOCK 8, EAST GOVERNMENT HILL
 ANCHORAGE, ALASKA

LANDSCAPING PLAN
 SHEET L-1

Project No. 0000	Sheet No. 0001
Date 08/11/11	Scale 1/4" = 1'
Drawn by JAC	Checked by JAC
Revised	Scale

Alcoholic Beverage Control Board
5848 E Tudor Rd
Anchorage, AK 99507

Transfer Liquor License

PAGE 1 OF 2
(907) 269-0350
Fax: (907) 272-9412
www.dps.state.ak.us/abc

This application is for:

- Seasonal - Two 6-month periods in each year of the biennial period beginning _____ and ending _____
Mo/Day Mo/Day
- Full 2-year period

SECTION A - LICENSE INFORMATION. Must be completed for all types of applications.			FEES
License Year: 2010	License Type: Package Store	Statute Reference Sec. 04.11.080(7); and Sec. 04.11.150	License Fee: \$
License #: 2614			Filing Fee: \$100.00
Local Governing Body: (City, Borough or Unorganized) Municipality of Anchorage		Community Council Name(s) & Mailing Address: Government Hill Community Council P.O. Box 101677 Anchorage, AK 99510	Fingerprint: (<i>\$54.25 per person</i>)
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): TESORO NORTHSTORE COMPANY		Doing Business As (Business Name): 2Go Tesoro	Total Submitted: \$
Mailing Address: 471 W. 36th Avenue, Suite 100 P.O. Box 196272		Business Telephone Number: 907-261-7266	
City, State, Zip: Anchorage, Alaska 99519		Fax Number: 866-421-8297	
		Street Address or Location of Premise: 500 Hollywood Drive Anchorage, Alaska 99501	Email Address: James.H.Sturley@tsocorp.com

SECTION B - TRANSFER INFORMATION.	
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.070 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application (15 AAC 104.107). Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.	Name and Mailing Address of <i>CURRENT</i> Licensee: Tesoro Northstore Company 471 W. 36th Avenue, Suite 100, P.O. Box 196272 Anchorage, Alaska 99519 Business Name (dba) <i>BEFORE</i> transfer: 2Go Tesoro Street Address or Location <i>BEFORE</i> transfer: No Premises

SECTION C - PREMISES TO BE LICENSED. Must be completed for RELOCATION applications.		
Closest school grounds: 625 feet	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable
Closest church: 406 feet	Distance measured under: <input checked="" type="checkbox"/> AS 04.11.410 OR <input type="checkbox"/> Local ordinance No.	
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached

Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State
See attached list of Tesoro Northstore Company Package Liquor Store Licenses.				

Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes No If Yes, attach written explanation.

Date Approved	Director's Signature
---------------	----------------------

Liquor License

Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership): Tesoro Northshore Company		Telephone Number: 907-261-7266	Fax Number: 866-421-8297
Corporate Mailing Address: 471 W. 36th Ave., Suite 100 P.O. Box 196272	City: Anchorage	State: Alaska	Zip Code: 99519
Name, Mailing Address and Telephone Number of Registered Agent: Corporation Service Company, 9360 Glacier Highway, Suite 202, Juneau, Alaska 99801, 888-690-2882		Date of Incorporation OR Certification with DCED: 6/19/81	State of Incorporation: Alaska
Is the Entity in compliance with the reporting requirements of Title 10 of the Alaska Statutes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, attach written explanation. Your entity <i>must</i> be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.			

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
See Exhibit A attached.					

NOTE: On a separate sheet provide information on ownership other organized entities that are shareholders of the licensee.

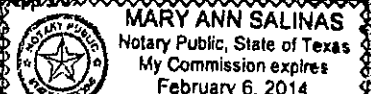
Individual Licensees/Affiliates (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

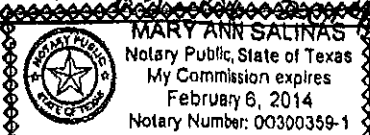
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
	Date of Birth:	Date of Birth:	
Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>	Name: Address: Home Phone: Work Phone:	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>
	Date of Birth:	Date of Birth:	

Declaration

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

Signature of Current Licensee(s) Signature: <i>[Signature]</i>	Signature of Transferee(s) Signature: <i>[Signature]</i>
Name & Title (Please Print) Claude P. Moreau, President	Name & Title (Please Print) Claude P. Moreau, President
Subscribed and sworn to before me this 19th day of August , 2010 .	Subscribed and sworn to before me this 19th day of August , 2010 .
Notary Public in and for the State of Alaska Texas	Notary Public in and for the State of Alaska TEXAS
<i>[Signature]</i> My commission expires: 02-06-2014	<i>[Signature]</i> My commission expires:

Transferred to




044

License Number	Licensee Name	Address	City	State	Zip	Month	Year	License Type	License Number
60002	Spurred Road	Spurred Road	Anchorage	AK	99517	December	12/31/10	Liquor License	2803
60003	CV-40 Lake Old Parkway		Anchorage	AK	99507	December	12/31/10	Liquor License	2278
60007	7550 Old Seward Hwy		Anchorage	AK	99518	December	12/31/10	Liquor License	2553
60012	211 N. Nishi St.		Wasilla	AK	99654	December	12/31/10	Liquor License	741
60015	1601 E. Parks Hwy		Anchorage	AK	99515	December	12/31/10	Liquor License	4054
60053	48 80 Seward Hwy	PO Box 970	Grland	AK	99587	December	12/31/10	Liquor License	654
60054	575 Haddon Road		Anchorage	AK	99504	December	12/31/10	Liquor License	1395
60062	1940 Abbott Road		Anchorage	AK	99503	December	12/31/10	Liquor License	1588
60073	12759 Old Glenn Hwy		Anchorage	AK	99507	December	12/31/10	Liquor License	3732
60078	41 90.3 Parks Hwy	HC-89 Box	Eagle Bluff	AK	99577	December	12/31/10	Liquor License	3991
60101	3869 S. Cushman Road		Tribuna	AK	99676	December	12/31/10	Liquor License	3465
60111	5679 College Road		Palmbank	AK	99701	December	12/31/10	Liquor License	4565
60112	3392 Boulder Rd		Palmbank	AK	99709	December	12/31/10	Liquor License	2546
60114	2110 Peger Road		North Pole	AK	99705	December	12/31/10	Liquor License	2227
60115	97 College Road		Palmbank	AK	99709	December	12/31/10	Liquor License	2512
60115			Palmbank	AK	99701	December	12/31/10	Liquor License	4216

60001	45235 Kennel Spur Hwy.	No Postal address. All Postal Mail must be sent to 11120 Kennel Spur Hwy (Spore 60005) Attention Spore 201. FED-EX and UPS send to 45235 Kennel	99661	AK	99611	December	12/31/10	Liquor License 2225
60003	36482 Kennel Spur Hwy		Schobers	AK	99669	December	12/31/10	Liquor License 3262
60005	11120 Kennel Spur Hwy		Kennel	AK	99611	December	12/31/10	Liquor License 4544

**EXHIBIT A TO TRANSFER LIQUOR LICENSE APPLICATION
OF TESORO NORTHSTORE COMPANY**

Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)					
Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
Claude P. Moreau	Director, President	0	300 E Basse Road #301 San Antonio TX 78209 210 854 7260	210-626-6593	12/21/1954
Charles S. Parrish	Executive Vice President, General Counsel and Secretary	0	315 E. Nottingham San Antonio, TX 78209 210-757-3237	210-626-6593	1/9/1958
G. Scott Spendlove	Senior Vice President, Chief Financial Officer and Treasurer	0	1407 Greystone Ridge San Antonio, TX 78258 210-493-7868	210-626-6593	6/6/1963
Arlen O. Glenewinkel	Vice President and Controller	0	9481 FM 1560 N San Antonio, TX 78254 210-688-3606	210-626-6593	9/1/1956
John R. Ramsey	Vice President, Retail Marketing	0	330 Candelaria Helotes, TX 78023 210-595-1514	210-626-6593	8/14/1946
Eric C. Schule	Vice President, Capital Projects and TAR Procurement	0	1473 Shepherds Ranch Bulverde, TX 78163 830-438-7997	210-626-6593	10/10/1964
James H. Sturley	Regional Manager	0	16953 Yellowstone Drive, Eagle River, Alaska 99577-9492 907-696-6007	907-261-7266	08/07/1961
Tesoro Corporation, a Delaware publicly traded corporation		100%	19100 Ridgewood Parkway, San Antonio, Texas 78259	210-626-6593	

July 22, 2010

Municipality of Anchorage
Planning Department
P.O. Box 196650
Anchorage, AK 99519-6650



TESORO

Tesoro Refining and Marketing Company
19100 Ridgewood Parkway
San Antonio, TX 78259

Attention: Code Compliance

RE: Premises located at 500 Hollywood Drive, Anchorage, Alaska Lot 1A, Block 6, East Government Hill Subdivision of the Alaska Railroad, according to Plat Number 86-238, located at the Southeast Corner of Loop Road and Hollywood Drive, Records of the Anchorage Recording District, Third Judicial District, State of Alaska.

Ladies and Gentlemen:

The undersigned is the manager of Brauvn Alaska LLC (the "Company"), which is the current ground lessee of the above-described property (the "Leased Property") under an Amended and Restated Ground Lease dated October 27, 2005 between Brauvn Net Capital, LLC, as original ground lessee, and the Alaska Railroad Corporation, as ground lessor. The Company hereby authorizes Tesoro Northstore Company, the Company's subtenant with reference to the Leased Property, to apply to the Municipality of Anchorage for a conditional use permit in accordance with Title 21 of the Anchorage Municipal Code to operate a liquor package store on the Leased Property.

The undersigned acknowledges that as part of the conditional use permit process the Anchorage Municipal Assembly may apply conditions which will be our responsibility to satisfy.

Very truly yours,

BRAUVIN ALASKA LLC

By: _____


James Brault
Manager

cc: Tesoro Northstore Company
19100 Ridgewood Parkway
San Antonio, Texas 78259

AK 10
30010
T-1

AMENDMENT NO. 1
TO REAL ESTATE LEASE

This Amendment No. 1 to Real Estate Lease ("Amendment No. 1 or Amendment") dated ~~November 9~~ ^{September 9} 2005 but effective on the date Landlord (as hereinafter defined) acquires fee simple title to the Property (as hereinafter defined) (the "Effective Date") is entered into by and between BRAUVIN ALASKA LLC, a limited liability company organized under the laws of the State of Delaware, whose address is 30 North LaSalle Street, Suite 3100, Chicago, Illinois 60602 ("Landlord"), as successor to Northstore Partnership, an Alaska general partnership ("Prior Landlord"), TESORO NORTHSTORE COMPANY, a corporation organized under the laws of the State of Alaska, with an address of 3450 S. 344th Way, #201, Auburn, Washington 98001 ("Tenant"), as successor to Northstore Ventures, an Alaska joint venture ("Ventures"), and TESORO CORPORATION, formerly known as Tesoro Petroleum Corporation, a corporation organized under the laws of the State of Delaware, whose address is 300 Concord Plaza Drive, San Antonio, Texas 78216 ("Tesoro").

WITNESSETH

WHEREAS, Northstore Partnership, as landlord, and Ventures, as tenant, entered into that certain Real Estate Lease dated May 1, 1991 and Attachment A thereto (the "Lease") demising certain premises commonly known as 500 Hollywood Drive, Anchorage, Alaska (the "Property"); and

WHEREAS, Landlord has acquired, or will acquire, a leasehold interest in the Property pursuant to that certain Amended and Restated Ground Lease, a copy of which is attached hereto as Exhibit A, and assumed, or will assume, all of the obligations of Prior Landlord as landlord under the Lease; and

WHEREAS, Tenant is the successor in interest to Ventures and has assumed all of the obligations of Ventures as tenant under the Lease; and

WHEREAS, Tesoro guaranteed payment of all rental amounts and other monetary obligations due under the Lease and the performance of all obligations and liabilities due or to become due to Landlord from Tenant under the Lease in accordance with Section 1.07 of Attachment A to the Lease (the "Guaranty"); and

WHEREAS, Landlord and Tenant desire to amend the Lease effective on the Effective Date; and

WHEREAS, Tesoro is willing to reaffirm and continue its Guaranty of the Lease as modified by this Amendment No. 1 in accordance with the terms of Section 1.07 of Attachment A to the Lease;

NOW THEREFORE, in consideration of the mutual covenants contained herein, effective as of the Effective Date, Landlord, Tenant and Tesoro agree as follows:

1. Lease Term. Section 1.05 of the Lease defining the Lease Term is modified to read as follows: "Beginning on May 1, 1991 and ending on September 30, 2015."

2. Tenant's Obligations. The following provisions shall be added to Section 6.03(a) of the Lease:

Without limiting the foregoing, Tenant shall during the Lease Term and any Extended Term maintain the roof, roof membrane, shell of the building and all plumbing, electrical and utility systems. Tenant shall maintain and timely pay real estate taxes covering the Property in accordance with Section 4.02, and shall also maintain and timely pay all personal property taxes pertaining to equipment, personal property, furniture, fixtures or equipment owned by Tenant or located on or used in conjunction with the Property. Tenant shall be responsible for maintaining in good order, condition and repair during the Lease Term, and any Extended Term, all fuel system tanks and piping, canopies, and personal property, all of which is and shall be owned by Tenant, located on or used in conjunction with the business performed on and from Property.

3. Base Rent. The following provisions shall be added as the final sentence to Section 1.10(a) on Attachment A to the Lease:

REDACTED

4. Options to Extend. A new Section 14 is hereby added to the Lease providing as follows:

(a) Options to Extend Lease. Tenant shall have the right in its sole discretion to extend the Lease Term for four (4) additional periods (each an "Extended Term") of five (5) years, each, by giving written notice of Tenant's election to extend the Lease Term at least twelve (12) months prior to the expiration of the Lease Term or the then Extended Term of this Lease. In the event Tenant elects to extend the Lease Term, the terms and conditions of this Lease shall remain the same, except that the Base Rent shall be adjusted as provided in Section 4(b).

(b) Adjustment of Base Rent in the Event the Term of the Lease
Is Extended.

REDACTED

(c) **Appraisal Costs/Default Appraiser Selection Method.** The cost of the appraisers' services and of the appraisal shall be split equally between the parties. If the two designated appraisers cannot agree on a third appraiser, the third appraiser shall be selected by the president or senior officer of the Alaska Chapter of the Appraisal Institute.

5. **First Right of Refusal.** A new Section 15 is hereby added to the Lease providing as follows:

During the Lease Term, and any Extended Term, Tenant shall have a right of first refusal to purchase the Property on the following terms, provided Tenant is not in default under the Lease. Landlord shall not sell the Property without first giving Tenant written notice of the terms of any offer to purchase the Property, as evidenced by an executed Letter of Intent or Purchase and Sale Agreement. Tenant shall then have ten (10) days to notify Landlord that it elects to purchase the Property on the terms set forth in the offer and within twenty (20) days thereafter an executed definitive Purchase and Sale Agreement must be executed. Tenant's failure to elect to purchase the Property within ten (10) days, as aforesaid, shall be a waiver of its right of first refusal. If Landlord and the proposed third party purchaser make any subsequent modifications to the offer that (i) are materially more favorable to the third party purchaser and/or (ii) reduce the purchase price by more than 10%, Landlord shall again give notice to Tenant of its first right of refusal, according to the above terms. If Tenant does not exercise its right of first refusal and the sale to which it pertains is not consummated with the third party, Landlord shall not be required to provide notice to Tenant of a subsequent offer provided the subsequent offer is received within six months from the date of Landlord's prior notice and the sale price is not less than ninety percent (90%) of the previous offer that was accepted by Landlord. Notwithstanding anything hereinabove contained to the contrary, in the event the third party offer to which Tenant's right of refusal applies pertains to a portfolio of real estate, including the Property, then, in such event, Tenant's right of first refusal and the provisions hereinabove contained shall apply to the third party offer as it pertains to all of the properties, including the Property, covered thereby, or only to the Property and utilizing therefor a portion of the aggregate purchase price allocable thereto as reasonably determined by Landlord, in its sole discretion.

6. **Notice of Landlord of Anticipated Work on Property.** A new Section 16 is hereby added to the Lease providing as follows:

Tenant shall provide Landlord with written notice prior to commencing any building or site improvements or any work or activity to upgrade any fuel systems on the Property ("Improvements"). Landlord's prior

approval is required for any Improvements costing, individually or in the aggregate, in excess of \$75,000 in any calendar year, which approval shall not be unreasonably delayed or denied. However, no such approval by Landlord shall be required with respect to Improvements involving the removal or replacement of the underground storage tanks or fueling system located on the Property.

7. **Environmental.** The "Addition to Section 6.06" on Attachment A to the Lease is hereby modified to read as follows:

A. **Environmental Compliance by Tenant.** Tenant shall at all times during the Lease Term or any Extended Term and at all times thereafter if remediation is required comply in all respects with all federal, state and local laws, rules and ordinances, including, but not limited to, those of the Alaska Department of Environmental Conservation ("ADEC") ("Legal Requirements"), regulating the creation, maintenance, storage, transportation and disposal of Hazardous Materials (as defined below) and regulating Tenant's ownership of the underground or above ground storage tanks on, in or at the Property and its business conducted thereon. Tenant shall also comply with any institutional controls required by ADEC, regardless of whether such institutional controls have been recorded.

B. **Indemnification of Liability by Tenant.** Tenant shall indemnify, defend, save and hold harmless Landlord from and against any and all claims, actions, causes of action, demands, losses, suits, liabilities, responsibilities, penalties, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with the use, generation, storage, release, threatened release, disposal or transport of any Hazardous Materials on, under, from or about the Property whether such use, generation, storage, release, disposal or transport is during, prior to or subsequent to the Lease Term or Extended Term of this Lease (excluding any use generation, storage, release, disposal or transport first occurring after termination of this Lease), including, but not limited, to all costs of any required or necessary repair, cleanup or detoxification and preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the use, keeping, generation, storage, release, threatened release or disposal of Hazardous Materials by Tenant.

C. **Hazardous Materials.** "Hazardous Materials" means any substance, material or waste which is "hazardous" or "toxic", or designated by any similar designation by any local, state (including those designated by ADEC) or federal governmental authority having jurisdiction over the Property, including, without limitation (a) asbestos, (b) any material, substance or waste defined as "Hazardous Waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), (c) any material, substance or waste defined as a "Hazardous Substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), (d) any material, substance or waste defined as a "regulated substance" pursuant to subchapter IX of the Solid Waste Disposal Act (42 U.S.C. Section 6991, et seq.), (e) any material,

substance or waste defined as a "Hazardous Material" pursuant to the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), (f) petroleum and petroleum products, or (g) any material, substance or waste defined as hazardous by regulations promulgated by ADEC or pursuant to the laws identified in clauses (a) through (f) above.

8. **Guaranty Remains in Full Force and Effect.** Tesoro hereby agrees that the terms of the Guaranty of the Lease as modified by this Amendment No. 1, including, without limitation, the obligations of Tenant contained in Paragraph 7, above, shall be and remain binding upon Tesoro and in full force and effect.

9. **Ground Lease.** Notwithstanding anything to the contrary contained in Section 4.09 of Attachment A to the Lease, Tenant shall not be responsible for any ground rent in excess of \$12,289.00 during each of the 2 twelve (12) month periods immediately following the Effective Date.

10. **Capitalized Terms.** Each capitalized term used herein, unless otherwise defined, shall have the meaning ascribed to such term in the Lease.

11. **Unmodified Terms of Lease Remain Effective.** Except as specifically amended by this Amendment No. 1, all other terms and conditions of Lease, as amended, shall otherwise remain in full force and effect.

12. **Authority.** Each person signing this Amendment No. 1 on behalf of a party hereto represents and warrants to the other parties hereto that such person has full authority to do so, and that the Lease and this Amendment No. 1 bind such party. Landlord further represents and warrants to Tenant and Tesoro that it is authorized to do business in Alaska; and Tenant represents and warrants to Landlord that it is authorized to do business in Alaska.

13. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and by each party on a separate counterpart, each of which when so executed shall be deemed an original.

IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year above written.

TENANT:

TESORO NORTHSTORE COMPANY

DATE: November __, 2005

By: Tesoro Refining and Marketing Company,
A Delaware corporation

By: 
Bruce A. Smith, President *CS*

LANDLORD:

BRAUVIN ALASKA, LLC,
a Delaware limited liability company

DATE: November __, 2005

By: Brauvin Net Capital, LLC, a
Delaware limited liability company,
its sole manager

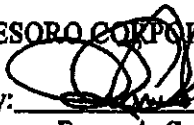
By: Brauvin Net Capital Manager, LLC, a
Delaware limited liability company,
its sole manager

By: _____
James L. Brault
Manager

TESORO:

TESORO CORPORATION

DATE: November __, 2005

By: 
Bruce A. Smith, President *CS*

239237.03

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IN WITNESS WHEREOF, the undersigned have executed this Amendment effective as of the day and year above written.

TENANT:

TESORO NORTHSTORE COMPANY

DATE: October __, 2005

By: Tesoro Refining and Marketing Company,
A Delaware corporation

By: _____
William Finnerty
Executive Vice President

LANDLORD:

**BRAUVIN ALASKA LLC, a
Delaware limited liability company**

Deunha 71
DATE: October __, 2005

By: Brauvin Net Capital, LLC, a
Delaware limited liability company,
its sole manager

By: Brauvin Net Capital Manager, LLC, a
Delaware limited liability company,
its sole manager

By: _____
James L. Bfaut
Manager

TESORO:

TESORO CORPORATION

DATE: October __, 2005

By: _____
Title: _____

60010

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Lease between the Landlord and Tenant named below. Other Articles, Sections and Paragraphs of the Lease referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Section 1.01. Date of Lease: May 1, 1991

Section 1.02. Landlord: Northshore Partnership, an Alaska general partnership of John Niemeyer, Charles Farles, John A. Haase, Daniel Baxter, Roy Marvin, James Fulwiler, Virginia Niemeyer and Dale Wood.

Address of Landlord: P.O. Box 661, Portland, Oregon 97207
Attention: John Niemeyer

Section 1.03. Tenant: Northshore Ventures

Address of Tenant: 4450 Cordova Street, Suite 200, Anchorage, Alaska 99503

Section 1.04. Property: (include street address, approximate square footage and description)

#010 500 Hollywood Drive, Anchorage, Alaska 99501 2760 sq. ft.

Blk. 6, Lot 1A, East Government Hill

including without limitation utility extension to and/or from public right-of-ways.

Section 1.05. Lease Term: Beginning on May 1, 1991
or such other date as is specified in this Lease, and ending on February 28, 2008

Section 1.06. Permitted Uses: (See Section 5.01) Convenience store sales, beer, wine and liquor sales, gasoline and petroleum products sales and other related activities.

Section 1.07. Tenant's Guarantor: (If none, so state) Tasoro Petroleum Corporation.

See Attachment A

Section 1.08. Initial Security Deposit: (See Paragraphs 3.03 and 13.03(f)) \$

Section 1.09. Vehicle Parking Spaces Allocated to Tenant: (See Multi-Tenant Facility Lease Rider, if attached)

Section 1.10. Rent and Other Charges Payable by Tenant:

REDACTED

Section 1.11. Riders: The following Riders are attached to and made a part of this Lease: (if none, so state)
Attachment A

ARTICLE TWO: LEASE TERM

Section 2.01. Lease of Property For Lease Term. Landlord leases the Property to Tenant and Tenant leases the Property from Landlord for the Lease Term. The Lease Term is for the period stated in Section 1.05 above and shall begin and end on the dates specified in Section 1.05 above, unless the beginning or end of the Lease Term is changed under any provision of this Lease. The "Commencement Date" shall be the date specified in Section 1.05 above for the beginning of the Lease Term, unless advanced or delayed under any provision of this Lease.

Section 2.02. Delay in Commencement. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Property to Tenant on the first date specified in Section 1.05 above. Landlord's non-delivery of the Property to Tenant on that date shall not affect this Lease or the obligations of Tenant under this Lease. However, the Commencement Date shall be delayed until possession of the Property is delivered to Tenant. The Lease Term shall be extended for a period equal to the delay in delivery of possession of the Property to Tenant, plus the number of days necessary to end the Lease Term on the last day of a month, if Landlord does not deliver possession of the Property to Tenant within sixty (60) days after the first date specified in Section 1.05 above. Tenant may elect to cancel this Lease by giving written notice to Landlord within ten (10) days after the 60-day period ends. If Tenant gives such notice, the Lease shall be cancelled and neither Landlord nor Tenant shall have any further obligations to the other. If Tenant does not give such notice, Tenant's right to cancel the Lease shall expire and the Lease Term shall commence upon the delivery of possession of the Property to Tenant. If delivery of possession of the Property to Tenant is delayed, Landlord and Tenant shall, upon such delivery, execute an amendment to this Lease setting forth the Commencement Date and expiration date of the Lease.

Section 2.03. Early Occupancy. If Tenant occupies the Property prior to the Commencement Date, Tenant's early occupancy of the Property shall be subject to all of the provisions of this Lease. Tenant shall pay Base Rent for the early occupancy period.

If Tenant occupies the Property prior to the Commencement Date, Tenant's early occupancy of the Property shall be subject to all of the provisions of this Lease. Tenant shall pay Base Rent for the early occupancy period.

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from any del/ Tenant in vacating the Property. If Tenant does not to the Property upon the expiration or earlier termin of the Lease and Landlord thereafter accepts rent from ant, Tenant's occupancy of the Property shall be a "month-to-month" tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the Base Rent then in effect shall be increased by twenty-five percent (25%).

ARTICLE THREE: BASE RENT

REDACTED

ARTICLE FOUR: OTHER CHARGES PAYABLE BY TENANT

Section 4.01. Additional Rent. All charges payable by Tenant other than Base Rent are called "Additional Rent." Unless this Lease provides otherwise, all Additional Rent shall be paid with the next monthly installment of Base Rent. The term "rent" shall mean Base Rent and Additional Rent.

Section 4.02. Real Property Taxes.

(a) Payment of Taxes. Tenant shall pay all real property taxes on the Property during the Lease Term. Subject to Paragraph 4.02(c) and Section 4.08 below, such payment shall be made at least ten (10) days prior to the delinquency date of the taxes. Tenant shall promptly furnish Landlord with satisfactory evidence that the real property taxes have been paid. Landlord shall reimburse Tenant for any real property taxes paid by Tenant covering any period of time prior to or after the Lease Term. If Tenant fails to pay the real property taxes when due, Landlord may pay the taxes and Tenant shall reimburse Landlord for the amount of such tax payment as Additional Rent.

(b) Definition of "Real Property Tax." "Real property tax" means: (i) any fee, license fee, license tax, business license fee, commercial rental tax, levy, charge, assessment, penalty or tax imposed by any taxing authority against the Property or land upon which the Property is located; (ii) ~~any tax on the Landlord's right to receive, or the receipt of, rent or income from the Property or against Landlord's business of leasing the Property;~~ (iii) any tax or charge for fire protection, streets, sidewalks, road maintenance, refuse or other services provided to the Property by any governmental agency; (iv) any tax imposed upon this transaction or based upon a re-assessment of the Property due to a change in ownership or transfer of all or part of Landlord's interest in the Property; and (v) any charge or fee replacing any tax previously included within the definition of real property tax. "Real property tax" does not, however, include Landlord's federal or state income, franchise, inheritance or estate taxes.

(c) Joint Assessment. If the Property is not separately assessed, Tenant's share of the real property tax payable by Tenant under Paragraph 4.02(a) shall be determined from the assessor's worksheets or other reasonably available information. Landlord shall make a reasonable determination of Tenant's proportionate share of such real property tax and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement. Landlord shall furnish Tenant with satisfactory evidence that such real property taxes have been paid.

(d) Personal Property Taxes.

(i) Tenant shall pay all taxes charged against trade fixtures, furnishings, equipment or any other personal property located on property. Tenant shall try to have personal property taxed separately from the Property.

(ii) If any of Tenant's personal property is taxed with the Property, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

(e) Tenant's Right to Contest Taxes. Tenant may attempt to have the assessed valuation of the Property reduced or may initiate proceedings to contest the real property taxes. If required by law, Landlord shall join in the proceedings brought by Tenant. However, Tenant shall pay all costs of the proceedings, including any costs or fees incurred by Landlord. Upon the final determination of any proceeding or contest, Tenant shall immediately pay the real property taxes due, together with all costs, charges, interest and penalties incidental to the proceedings. If Tenant does not pay the real property taxes when due and contests such taxes, Tenant shall not be in default under this Lease for nonpayment of such taxes if Tenant deposits funds with Landlord or opens an interest bearing account reasonably acceptable to Landlord in the joint names of Landlord and Tenant. The amount of such deposit shall be sufficient to pay the real property taxes plus a reasonable estimate of the interest, costs, charges and penalties which may accrue if Tenant's action is unsuccessful, less any applicable tax impounds previously paid by Tenant to Landlord. The deposit shall be applied to the real property taxes due, as determined at such proceedings. The real property taxes shall be paid under protest from such deposit if such payment under protest is necessary to prevent the Property from being sold under a "tax sale" or similar enforcement proceeding.

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Section 4.03. Utilities. Tenant shall pay, directly to the appropriate supplier, the cost of all natural gas, heat, light, power, sewer service, telephones, water, refuse disposal and other utilities and services supplied to the Property. However, if any services or utilities are jointly metered with other property, Landlord shall make a reasonable determination of Tenant's proportionate share of the cost of such utilities and services and Tenant shall pay such share to Landlord within fifteen (15) days after receipt of Landlord's written statement.

Section 4.04. Insurance Premiums.

(a) ~~Liability Insurance. During the Lease Term, Landlord shall maintain a policy of comprehensive public liability insurance at Tenant's expense, insuring Landlord against liability arising out of the ownership, use, occupancy or maintenance of the Property. The initial amount of such insurance shall be at least \$1,000,000, and shall be subject to periodic increases based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors. However, the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. The policy shall contain cross-liability endorsements, if applicable, and shall insure Tenant's performance of the indemnity provisions of Paragraphs 5.04(a), (b) and (c). Tenant shall, at Tenant's expense, maintain such other liability insurance as Tenant deems necessary to protect Tenant.~~ ^{Tenant} Liability Insurance. During the Lease Term, Landlord shall maintain a policy of comprehensive public liability insurance at Tenant's expense, insuring Landlord against liability arising out of the ownership, use, occupancy or maintenance of the Property. The initial amount of such insurance shall be at least \$1,000,000, and shall be subject to periodic increases based upon inflation, increased liability awards, recommendation of professional insurance advisers, and other relevant factors. However, the amount of such insurance shall not limit Tenant's liability nor relieve Tenant of any obligation hereunder. The policy shall contain cross-liability endorsements, if applicable, and shall insure Tenant's performance of the indemnity provisions of Paragraphs 5.04(a), (b) and (c). Tenant shall, at Tenant's expense, maintain such other liability insurance as Tenant deems necessary to protect Tenant.

(b) ~~Hazard and Rental Income Insurance. During the Lease Term, Landlord shall maintain policies of insurance, at Tenant's expense, covering loss of or damage to the Property in the full amount of its replacement value. Such policies shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage, earthquake, sprinkler leakage, and Inflation Guard endorsements and any other perils, (except flood and earthquake, unless required by any lender holding a security interest in the Property) which Landlord deems necessary. Landlord may obtain insurance coverage for Tenant's fixtures, equipment or building improvements installed by Tenant in or on the Property. Tenant shall, at Tenant's expense, maintain such primary or additional insurance on its fixtures, equipment and building improvements as Tenant deems necessary to protect its interest. During the Lease Term, Landlord shall also maintain a rental income insurance policy at Tenant's expense, with loss payable to Landlord in an amount equal to one year's Base Rent, estimated real property taxes and insurance premiums. Tenant shall not do or permit to be done anything which invalidates any such insurance policies.~~ ^{Tenant} Hazard and Rental Income Insurance. During the Lease Term, Landlord shall maintain policies of insurance, at Tenant's expense, covering loss of or damage to the Property in the full amount of its replacement value. Such policies shall provide protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage, earthquake, sprinkler leakage, and Inflation Guard endorsements and any other perils, (except flood and earthquake, unless required by any lender holding a security interest in the Property) which Landlord deems necessary. Landlord may obtain insurance coverage for Tenant's fixtures, equipment or building improvements installed by Tenant in or on the Property. Tenant shall, at Tenant's expense, maintain such primary or additional insurance on its fixtures, equipment and building improvements as Tenant deems necessary to protect its interest. During the Lease Term, Landlord shall also maintain a rental income insurance policy at Tenant's expense, with loss payable to Landlord in an amount equal to one year's Base Rent, estimated real property taxes and insurance premiums. Tenant shall not do or permit to be done anything which invalidates any such insurance policies.

(c) ~~Payment of Premiums; Insurance Policies. Subject to Section 4.05 and any Multi-Tenant Facility Lease Rider attached to this Lease, Tenant shall pay all premiums for the insurance policies covering the Property described in Paragraphs 4.04 (a) and (b). Within fifteen (15) days after receipt by Tenant of a copy of the premium statement or other evidence of the amount due, if the insurance policies maintained by Landlord cover improvements or real property other than the Property, Landlord shall also deliver to Tenant a statement of the amount of the premiums applicable to the Property showing in reasonable detail how such amount was computed. If the Lease Term expires before the expiration of the insurance policy period, Tenant's liability for insurance premiums shall be prorated on an annual basis. All insurance shall be maintained with companies holding a "General Policyholder's Rating" of B+ or better, as set forth in the most current issue of "Best's Insurance Guide." Tenant shall be liable for the payment of any deductible amount under Landlord's insurance policies.~~ ^{Tenant} Payment of Premiums; Insurance Policies. Subject to Section 4.05 and any Multi-Tenant Facility Lease Rider attached to this Lease, Tenant shall pay all premiums for the insurance policies covering the Property described in Paragraphs 4.04 (a) and (b). Within fifteen (15) days after receipt by Tenant of a copy of the premium statement or other evidence of the amount due, if the insurance policies maintained by Landlord cover improvements or real property other than the Property, Landlord shall also deliver to Tenant a statement of the amount of the premiums applicable to the Property showing in reasonable detail how such amount was computed. If the Lease Term expires before the expiration of the insurance policy period, Tenant's liability for insurance premiums shall be prorated on an annual basis. All insurance shall be maintained with companies holding a "General Policyholder's Rating" of B+ or better, as set forth in the most current issue of "Best's Insurance Guide." Tenant shall be liable for the payment of any deductible amount under Landlord's insurance policies.

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~~Section 4.05. Multiple Tenant Buildings; Rules and Regulations. If the Property is part of a larger building or group of buildings, Tenant shall pay monthly, in advance, its pro-rata share of common area maintenance and repair costs as reasonably determined by Landlord. Tenant shall also comply with Landlord's rules and regulations respecting the management, care and safety of the common areas of such buildings and grounds, including parking areas, landscaped areas, walkways, hallways and other facilities provided for the common use and convenience of other occupants. Notice of such rules and regulations will be posted or given to Tenant. Tenant shall pay for any increase in the property insurance premiums for such buildings caused by Tenant's acts, omissions, use or occupancy of the Property.~~ Multiple Tenant Buildings; Rules and Regulations. If the Property is part of a larger building or group of buildings, Tenant shall pay monthly, in advance, its pro-rata share of common area maintenance and repair costs as reasonably determined by Landlord. Tenant shall also comply with Landlord's rules and regulations respecting the management, care and safety of the common areas of such buildings and grounds, including parking areas, landscaped areas, walkways, hallways and other facilities provided for the common use and convenience of other occupants. Notice of such rules and regulations will be posted or given to Tenant. Tenant shall pay for any increase in the property insurance premiums for such buildings caused by Tenant's acts, omissions, use or occupancy of the Property.

Section 4.06. Late Charges. Tenant's failure to pay rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by any ground lease, mortgage or trust deed encumbering the Property. Therefore, if Landlord does not receive any rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

Section 4.07. Interest on Past Due Obligations. Any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

Section 4.08. Impounds for Insurance Premiums and Real Property Taxes. If requested by any ground lessor or lender to whom Landlord has granted a security interest in the Property, or if Tenant is more than ten (10) days late in the payment of rent more than once in any consecutive twelve (12) month period, Tenant shall pay Landlord a sum equal to one-twelfth (1/12) of the annual real property taxes and/or insurance premiums payable by Tenant under this Lease, together with each payment of Base Rent. Such payments shall be held by Landlord in a non-interest bearing impound account. The amount of real property taxes and insurance premiums when unknown shall be reasonably estimated by Landlord. Funds in the impound account shall be applied by Landlord to the payment of real property taxes and insurance premiums when due. Any deficiency of funds in the impound account shall be paid by Tenant to Landlord upon written request. If Tenant defaults under this Lease, Landlord may apply any funds in the impound account to any obligation then due under this Lease.

See Attachment A.



Sect 1.01. Permitted Uses. Tenant may use the Property for the Permitted Uses set forth in Section 1.06 above.

Section 5.02. Manner of Use. Tenant shall not cause or permit the Property to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of tenants of the development of which the Property is part, or which constitutes a nuisance or waste. Tenant shall obtain and pay for all permits, including a Certificate of Occupancy, required for Tenant's occupancy of the Property and shall promptly take all substantial and non-substantial actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements regulating the use by Tenant of the Property, including the Occupational Safety & Health Act, and shall not discharge onto or into the property any hazardous waste or toxic substances as defined in 42 U.S.C. §§ 9601-9607 or otherwise.

Section 5.03. Signs and Auctions. ~~Tenant shall not place any signs on the Property without Landlord's prior written consent.~~ Tenant shall not conduct or permit any auctions or sheriff's sales at the Property.

Section 5.04. Indemnity. Tenant shall indemnify Landlord against and hold Landlord harmless from any and all costs, claims or liability arising from: (a) Tenant's use of the Property; (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Property; (c) any breach or default in the performance of Tenant's obligations under this Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other acts or omissions of Tenant. Tenant shall defend Landlord against any such cost, claim or liability at Tenant's expense with counsel reasonably acceptable to Landlord. ~~or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim.~~ As a material part of the consideration to Landlord, Tenant hereby assumes all risk of damage to property or injury to persons in or about the Property arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or willful misconduct.

Section 5.05. Landlord's Access. Landlord or its agents may enter the Property at all reasonable times to show the Property to potential buyers, investors or tenants or other parties, or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of an emergency. Landlord may place customary "For Sale" or "For Lease" signs on the Property, but no earlier than six (6) months prior to the end of the lease term.

Section 5.08. Quiet Possession. If Tenant pays the rent and complies with all other terms of this Lease, Tenant may occupy and enjoy the Property for the full Lease Term, subject to the provisions of this Lease.

ARTICLE SIX: CONDITION OF PROPERTY; MAINTENANCE, REPAIRS AND ALTERATIONS

Section 6.01. Existing Conditions. ~~Except as set forth in any rider requiring Landlord to perform work on the Property prior to the Commencement Date,~~ Tenant accepts the Property in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Property or the suitability of the Property for Tenant's intended use.

Section 6.02. Exemption of Landlord from Liability. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person in or about the Property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of any building of which the Property is a part, or from other sources or places; or (d) any act or omission of any other tenant of any building of which the Property is a part. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section 6.02 shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.

Section 6.03. Tenant's Obligations.

(a) Tenant shall keep the Property (including all structural, nonstructural, interior, exterior, and landscaped areas, portions, systems and equipment) in good order, condition and repair during the Lease Term. Tenant shall promptly replace any portion of the Property or system or equipment in the Property which cannot be fully repaired, regardless of whether the benefit of such replacement extends beyond the Lease Term. ~~Tenant shall also maintain a preventive maintenance contract providing for the regular inspection and maintenance of the heating and air conditioning system by a licensed heating and air conditioning contractor.~~ However, Landlord shall have the right, upon written notice to Tenant, to undertake the responsibility for preventive maintenance of the heating and air conditioning system, at Tenant's expense. It is the intention of Landlord and Tenant that, at all times during the Lease Term, Tenant shall maintain the Property in an attractive, first-class and fully operative condition.

(b) All of Tenant's obligations to maintain and repair shall be accomplished at Tenant's sole expense. If Tenant fails to maintain and repair the Property, Landlord may, on ten (10) days' prior notice (except that no notice shall be required in case of emergency) enter the Property and perform such repair and maintenance on behalf of Tenant. In such case, Tenant shall reimburse Landlord for all costs so incurred immediately upon demand.

Section 6.04. Landlord's Obligations. Subject to the provisions of Article Seven (Damage or Destruction) and Article Eight (Condemnation), Landlord shall have absolutely no responsibility to repair, maintain or replace any portion of the Property at any time. Tenant waives the benefit of any present or future law which might give Tenant the right to repair the Property at Landlord's expense or to terminate the Lease due to the condition of the Property.

Section 6.05. Alterations, Additions, and Improvements.

(a) Tenant shall not make any alterations, additions, or improvements to the Property without Landlord's prior written consent, except for non-structural alterations which do not exceed Five Thousand Dollars (\$5,000) in cost cumulatively over the Lease Term and which are not visible from the outside of any building of which the Property is part. Landlord may require Tenant to provide demolition and/or lien and completion bonds in form and amount satisfactory to Landlord. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph 6.05(a) upon Landlord's written request. All alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction contracts, and proof of payment for all labor and materials.

(b) Tenant shall pay when due all claims for labor and material furnished to the Property. Tenant shall give Landlord at least ten (10) days' prior written notice of the commencement of any work on the Property. Landlord may elect to record and post notices of non-responsibility on the Property.

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Property: Landlord, broom clean and in the same condition as it was in at the beginning of the Lease, except for ordinary wear and tear which Tenant shall not otherwise be obligated to remedy under any provision of this Lease. However, Tenant shall not be obligated to repair any damage which Landlord is required to repair under Article Seven (Damage or Destruction). In addition, Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made without Landlord's consent) prior to the termination of the Lease and to restore the Property to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Property. Tenant shall repair, at Tenant's expense, any damage to the Property caused by the removal of any such machinery or equipment. In no event, however, shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; heaters, air conditioners or any other heating or air conditioning equipment; fencing or security gates; or other similar building operating equipment and decorations. See Attachment A.

ARTICLE SEVEN: DAMAGE OR DESTRUCTION

Section 7.01. Partial Damage to Property. Tenant shall notify Landlord in writing immediately upon the occurrence of any damage to the Property. If the Property is only partially damaged and if the proceeds received by Landlord from the insurance policies described in Paragraph 4.04 (b) are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the damage as soon as reasonably possible. Landlord may elect to repair any damage to Tenant's fixtures, equipment, or improvements. If the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance policies which Landlord maintains under Paragraph 4.04(b), Landlord may elect either to (a) repair the damage as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (b) terminate this Lease as of the date the damage occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the damage, whether Landlord elects to repair the damage or terminate the Lease. If Landlord elects to repair the damage, Tenant shall pay Landlord the "deductible amount" (if any) under Landlord's insurance policies, and, if the damage was due to an act or omission of Tenant, the difference between the actual cost of repair and any insurance proceeds received by Landlord. If Landlord elects to terminate this Lease, Tenant may elect to continue this Lease in full force and effect, in which case Tenant shall repair any damage to the Property and any building in which the Property is located. Tenant shall pay the cost of such repairs, except that, upon satisfactory completion of such repairs, Landlord shall deliver to Tenant any insurance proceeds received by Landlord for the damage repaired by Tenant. Tenant shall give Landlord written notice of such election within ten (10) days after receiving Landlord's termination notice. If the damage to the Property occurs during the last six (6) months of the Lease Term, Landlord may elect to terminate this Lease as of the date the damage occurred, regardless of the sufficiency of any insurance proceeds. In such event, Landlord shall not be obligated to repair or restore the Property and Tenant shall have no right to continue this Lease. Landlord shall notify Tenant of its election within thirty (30) days after receipt of notice of the occurrence of the damage.

Section 7.02. Total or Substantial Destruction. If the Property is totally or substantially destroyed by any cause whatsoever, or if the Property is in a building which is substantially destroyed (even though the Property is not totally or substantially destroyed), this Lease shall terminate as of the date the destruction occurred regardless of whether Landlord receives any insurance proceeds. However, if the Property can be rebuilt within one (1) year after the date of destruction, Landlord may elect to rebuild the Property at Landlord's own expense, in which case, this Lease shall remain in full force and effect. Landlord shall notify Tenant of such election within thirty (30) days after the occurrence of total or substantial destruction. If the destruction was caused by an act or omission of Tenant, Tenant shall pay Landlord the difference between the actual cost of rebuilding and any insurance proceeds received by Landlord.

Section 7.03. Temporary Reduction of Rent. If the Property is destroyed or damaged and Landlord or Tenant repairs or restores the Property pursuant to the provisions of this Article Seven, any rent payable during the period of such damage, repair and/or restoration shall be reduced according to the degree, if any, to which Tenant's use of the Property is impaired. However, the reduction shall not exceed the sum of one year's payment of Base Rent, insurance premiums and real property taxes. Except for such possible reduction in Base Rent, insurance premiums and real property taxes, Tenant shall not be entitled to any compensation, reduction, or reimbursement from Landlord as a result of any damage, destruction, repair, or restoration of or to the Property.

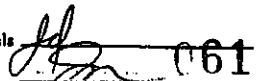
Section 7.04. Waiver. Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the substantial destruction of the leased property. Tenant agrees that the provisions of Section 7.02 above shall govern the rights and obligations of Landlord and Tenant in the event of any substantial or total destruction to the Property.

ARTICLE EIGHT: CONDEMNATION

See Attachment A.

If all or any portion of the Property is taken under the power of eminent domain or sold under the threat of that power (all of which are called "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first, if more than twenty percent (20%) of the floor area of the building in which the Property is located, or which is located on the Property, is taken, either Landlord or Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes possession); if neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Property not taken, except that the Base Rent shall be reduced in proportion to the reduction in the floor area of the Property. Any Condemnation award or payment shall be distributed in the following order: (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the coverage damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

Initials



Section 9.01. Landlord's Consent Required. No portion of the Property or Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, transfer, operation of law, or act of Tenant, without Landlord's prior written consent, except as provided in Section 9.02 below. Landlord shall grant or withhold its consent as provided in Section 9.04 below. Any attempted transfer without consent shall be void and shall constitute a non-curable breach of this Lease. If Tenant is a partnership, any cumulative transfer of more than 20% of the partnership interests shall require Landlord's consent. ~~If Tenant is a corporation, any change in a controlling interest of the voting stock of the corporation shall require Landlord's consent.~~

Section 9.02. Tenant Affiliate. Tenant may assign this Lease or sublease the Property, without Landlord's consent, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger of or consolidation with Tenant ("Tenant's Affiliate"). In such case, any Tenant's Affiliate shall assume in writing all of Tenant's obligations under this Lease.

Section 9.03. No Release of Tenant. No transfer permitted by this Article Nine, whether with or without Landlord's consent, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not a waiver of any provision of this Article Nine. Consent to one transfer is not a consent to any subsequent transfer. If Tenant's

transferee defaults under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

Section 9.04. Landlord's Election. Tenant's request for consent to any transfer described in Section 9.01 above shall be accompanied by a written statement setting forth the details of the proposed transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transfer (e.g., the term of and rent and security deposit payable under any assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the right (a) to withhold consent, if reasonable; (b) to grant consent; or (c) if the transfer is a sublease of the Property or an assignment of this Lease, to terminate this Lease as of the effective date of such sublease or assignment, in which case Landlord may elect to enter into a direct lease with the proposed assignee or subtenant.

Section 9.05. No Merger. No merger shall result from Tenant's sublease of the Property under this Article Nine, Tenant's surrender of this Lease or the termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord thereunder.

ARTICLE TEN: DEFAULTS; REMEDIES

Section 10.01. Covenants and Conditions. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Property is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions.

Section 10.02. Defaults. Tenant shall be in material default under this Lease:

(a) If Tenant abandons the Property or if Tenant's vacation of the Property results in the cancellation of any insurance described in Section 4.04;

(b) If Tenant fails to pay rent or any other charge required to be paid by Tenant, as and when due;

(c) If Tenant fails to perform any of Tenant's non-monetary obligations under this Lease for a period of thirty (30) days after written notice from Landlord; provided that if more than thirty (30) days are required to complete such performance, Tenant shall not be in default if Tenant commences such performance within the thirty (30) day period and thereafter diligently pursues its completion. However, Landlord shall not be required to give such notice if Tenant's failure to perform constitutes a non-curable breach of this Lease. The notice required by this Paragraph is intended to satisfy any and all notice requirements imposed by law on Landlord and is not in addition to any such requirement.

(d) (i) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (ii) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (iii) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (iv) if substantially all of Tenant's assets located at the Property or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this subparagraph (d) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

Section 10.03. Remedies. On the occurrence of any material default by Tenant, Landlord may, at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have:

(a) Terminate Tenant's right to possession of the Property by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Property to Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including (i) the worth at the time of the award of the unpaid Base Rent, Additional Rent and other charges which had been earned at the time of the termination; (ii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which would have been earned after termination until the time of the award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award of the amount by which the unpaid Base Rent, Additional Rent and other charges which would have been paid for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under the Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Property after such default, the cost of recovering possession of the

attorney's fees incurred in connection therewith, and any real estate commission paid or payable. As used in subparts (i) and (ii) above, the "worth at the time of the award" is computed following interest on unpaid amounts at the rate of fifteen percent (15%) per annum, or such lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the "worth at the time of the award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1%. If Tenant shall have abandoned the Property, Landlord shall have the option of (i) retaking possession of the Property and recovering from Tenant the amount specified in this Paragraph 10.03(a), or (ii) proceeding under Paragraph 10.03(b);

(b) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Property. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder;

(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the state in which the Property is located.

Section 10.04. Cumulative Remedies. Landlord's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

ARTICLE ELEVEN: PROTECTION OF LENDERS

Section 11.01. Subordination. Landlord shall have the right to subordinate this Lease to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. However, Tenant's right to quiet possession of the Property during the Lease Term shall not be disturbed if Tenant pays the rent and performs all of Tenant's obligations under this Lease and is not otherwise in default. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 11.02. Attornment. If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgage, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Property upon the transfer of Landlord's interest.

Section 11.03. Signing of Documents. Tenant shall sign and deliver any instrument or documents necessary or appropriate to evidence any such attornment or subordination or agreement to do so. Such subordination and attornment documents may contain such provisions as are customarily required by any ground lessor, beneficiary under a deed of trust or mortgage. If Tenant fails to do so within ten (10) days after written request, Tenant hereby makes, constitutes and irrevocably appoints Landlord, or any transferee or successor of Landlord, the attorney-in-fact of Tenant to execute and deliver any such instrument or document.

Section 11.04. Estoppel Certificates.

(a) Upon Landlord's written request, Tenant shall execute, acknowledge and deliver to Landlord a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been cancelled or terminated; (iii) that the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Landlord is not in default under this Lease (or, if Landlord is claimed to be in default, stating why); and (v) such other matters as may be reasonably required by Landlord or the holder of a mortgage, deed of trust or lien to which the Property is or becomes subject. Tenant shall deliver such statement to Landlord within ten (10) days after Landlord's request. Any such statement by Tenant may be given by Landlord to any prospective purchaser or encumbrancer of the Property. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct.

(b) If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been cancelled or terminated except as otherwise represented by Landlord; (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease. In such event, Tenant shall be estopped from denying the truth of such facts.

Section 11.05. Tenant's Financial Condition. Within ten (10) days after written request from Landlord, Tenant shall deliver to Landlord such financial statements as are reasonably required by Landlord to verify the net worth of Tenant, or any assignee, subtenant, or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any financial statements required by such lender to facilitate the financing or refinancing of the Property. Tenant represents and warrants to Landlord that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth herein. Consolidated financial statements of Tesoro Petroleum Corporation shall satisfy the requirements of this Section 11.05.

ARTICLE TWELVE: LEGAL COSTS

Section 12.01. Legal Proceedings. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with any breach or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for breach of or to enforce the provisions of this Lease is commenced, the court in such action shall award to the party in whose favor a judgment is entered, a reasonable sum as attorneys' fees and costs. Such attorneys' fees and costs shall be paid by the losing party in such action. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability incurred by Landlord if Landlord becomes or is made a party to any claim or action (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding any interest under or using the Property by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in any such claim or action.

Section 12.02. Landlord's Consent. Tenant shall pay Landlord's reasonable attorneys' fees incurred in connection with Tenant's request for Landlord's consent under Article Nine (Assignment and Subletting), or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

ARTICLE FIFTEEN: MISCELLANEOUS PROVISIONS

Section 13.01. **Non-Discrimination.** Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Property or any portion thereof.

Section 13.02. **Waiver of Subrogation.** Landlord and Tenant each hereby waive any and all rights of recovery against the other, or against the officers, employees, agents or representatives of the other, for loss of or damage to its property or the property of others under its control, if such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage. Upon obtaining the policies of insurance described herein, Landlord and Tenant shall give notice to the insurance carrier or carriers of the foregoing mutual waiver of subrogation.

Section 13.03. **Landlord's Liability; Certain Duties.**

(a) As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Property or the leasehold estate under a ground lease of the Property at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. However, each Landlord shall deliver to its transferee all funds previously paid by Tenant if such funds have not yet been applied under the terms of this Lease.

(b) Tenant shall give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any deed of trust encumbering the Property whose name and address have been furnished to Tenant in writing. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within thirty (30) days after receipt of Tenant's notice. However, if such non-performance reasonably requires more than thirty (30) days to cure, Landlord shall not be in default if such cure is commenced within such thirty (30) day period and thereafter diligently pursued to completion.

~~(c) Upon the execution of this Lease, Tenant shall deposit with Landlord a cash Security Deposit in the amount set forth in Section 1.11 above. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any other default of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to do so shall be a material default under this Lease. No interest shall be paid on the Security Deposit. Landlord shall not be required to keep the Security Deposit separate from its other accounts and no trust relationship is created with respect to the Security Deposit.~~

Section 13.04. **Severability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 13.05. **Interpretation.** The captions of the Articles or Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Property with Tenant's expressed or implied permission.

Section 13.06. **Incorporation of Prior Agreements; Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Property and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 13.07. **Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to the address specified in Section 1.03 above, except that upon Tenant's taking possession of the Property, the Property shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to the address specified in Section 1.02 above. All notices shall be effective upon delivery or attempted delivery in accordance with this Section 13.07. Either party may change its notice address upon written notice to the other party.

Section 13.08. **Waivers.** All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 13.09. **No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "Short Form" memorandum of this Lease executed by both parties be recorded.

Section 13.10. **Binding Effect; Choice of Law.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state in which the Property is located shall govern this Lease.

Section 13.11. **Corporate Authority; Partnership Authority.** If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he has full authority to do so and that this Lease binds the corporation. ~~Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a certified copy of a resolution of Tenant's Board of Directors authorizing the execution of this Lease or other evidence of such authority reasonably acceptable to Landlord.~~ If Tenant is a partnership, each person signing this Lease for Tenant represents and warrants that he is a general partner of the partnership, that he has full authority to sign for the partnership and that this Lease binds the partnership and all general partners of the partnership. Tenant shall give written notice to Landlord of any general partner's withdrawal or addition. Within thirty (30) days after this Lease is signed, Tenant shall deliver to Landlord a copy of Tenant's recorded statement of partnership or certificate of limited partnership.

Section 13.12. **Joint and Several Liability.** All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

... of such events, events beyond Landlord's control, but are not limited to, acts of God, war, civil
... otion, labor disputes, strikes, fire, flood or other casual ortages of labor or material, government regulation
... restriction and weather conditions.

Section 13.14. Execution of Lease. This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

ADDITIONAL PROVISIONS MAY BE SET FORTH IN A RIDER OR RIDERS ATTACHED HERETO OR IN THE BLANK SPACE BELOW. IF NO ADDITIONAL PROVISIONS ARE INSERTED, PLEASE DRAW A LINE THROUGH THE SPACE BELOW.

Landlord and Tenant have signed this Lease at the place and on the dates specified adjacent to their signatures below and have initialed all Riders which are attached to or incorporated by reference in this Lease.

DATED: 5-1-91

NORTHSTORE PARTNERSHIP

By: [Signature]
Its: Managing Partner

DATED: 5-1-91

NORTHSTORE VENTURES

By: TESORO ALASKA PETROLEUM COMPANY

By: [Signature]
Its: Senior Vice President

DATED: 5-1-91

By: NORTHSTORE CORPORATION

By: [Signature]
Its: [Signature]

DATED: 5-1-91

TESORO PETROLEUM CORPORATION,
as Guarantor, only

By: [Signature]
Its: Senior Vice President

STATE OF OREGON }
County of Multnomah } ss.

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by [Signature] the Managing Partner of Northstore Partnership, on its behalf.

[Signature]
Notary Public in and for Oregon
My Commission Expires: 7/15/93

STATE OF OREGON }
County of Multnomah } ss.

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by James W. Queen, the Senior Vice President of Tesoro Alaska Petroleum Company and [Signature] the Senior Vice President of Northstore Corporation, partners of Northstore Ventures, on its behalf.

[Signature]
Notary Public in and for Oregon
My Commission Expires: 7/15/93

STATE OF OREGON }
County of Multnomah } ss.

The foregoing instrument was acknowledged before me this 1st day of May, 1991, by James W. Queen, the Senior Vice President of Tesoro Petroleum Corporation, on its behalf.

[Signature]
Notary Public in and for Oregon
My Commission Expires: 7/15/93

ATTACHMENT A

Addition to Section 1.07: In consideration of the Lease of the Property to Tenant, Tesoro Petroleum Corporation guarantees payment of all rental amounts due under this Lease and the performance of all obligations and liabilities due or to become due to Landlord from Tenant under this Lease.

Addition to Section 1.10(a):

REDACTED

Section 4.09: Underlying Ground Lease. Tenant agrees to assume and pay all underlying ground lease obligations, if any, with respect to the Property. If such an underlying ground lease exists, a copy is attached as Attachment B to the Lease.

Initials

Handwritten initials in cursive script, appearing to be 'JL' or similar, written over a horizontal line.

Ad ion to Section 6.06: Upon termination of this Lease, at Landlord's option, Landlord may obtain a sworn statement of a qualified, licensed hydrologist, providing his opinion that the property is free of any contamination based upon statistically valid analyses of representative sampling of the Property's subsurface soils. If, upon termination of this Lease, the Property is found to be "contaminated" for purposes of any applicable laws, rules or regulations, Tenant shall be responsible for and shall pay all costs of environmental cleanup of the Property consistent with the requirements of all applicable laws, rules and regulations, including, without limitation, the costs of the sampling, analyses and expert opinion described above and attorneys' fees. In addition, upon termination of the Lease, Tenant shall remove from the Property all underground storage tanks, including, without limitation, all underground piping and related plumbing and fixtures, above ground storage tanks, if any, and all gas pumps (collectively "USTs"). If during the course of removal of any USTs from the Property, contamination (for purposes of any applicable laws, rules or regulations) of the subsurface soils and/or ground water is discovered on the Property, Tenant shall be responsible for and shall pay all costs of environmental cleanup consistent with the requirements of all applicable laws, rules and regulations, including, without limitation, attorneys' fees, with respect to such contamination.

Insert to Article Eight: If all of the Property, or such portions as may reasonably be required for the sale of gasoline products, or for access to the Property, or for the operation of the convenience store business as conducted by Tenant, is taken under the power of eminent domain or sold under the threat of that power (hereinafter referred to as "Condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes possession and all rent shall be pro-rated to that date. In case of the taking

Initials



PAGE 2 ATTACHMENT A

of a part of the Property not reasonably required for the sale of gasoline products or for access to the Property or for the operation of the convenience store business as conducted by Tenant, then this Lease shall continue in full force and effect and the rent shall be equitably reduced based on the proportion by which the square footage of the Property is reduced, such rent reduction to be effective as of the date possession of such portion is delivered to the condemning authority.

Any Condemnation award or payment shall be distributed in the following order; (a) first, to any ground lessor, mortgagee or beneficiary under a deed of trust encumbering the Property, the amount of its interest in the Property; (b) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property; and (c) third, to Landlord, the remainder of such award; provided however, that nothing contained herein shall preclude Tenant from pursuing claims to recover from the condemning authority compensation for any and all loss or damages to which Tenant may be entitled, including but not limited to Tenant's moving expenses, the value of Tenant's leasehold and for the interruption of or damage to Tenant's business.

If this Lease is not terminated, Landlord shall repair any damage to the Property caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord

PAGE 3 ATTACHMENT A

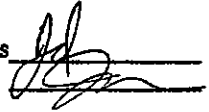
Initials

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shall have the right either to terminate this Lease or make such repair at Landlord's expense.

PAGE 4 ATTACHMENT A

Initials

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STATE OF ALASKA

ALCOHOLIC BEVERAGE CONTROL BOARD
CREDITORS AFFIDAVIT AS 04.11.280 AND AS 04.11.360

AFFIDAVIT

I, Claude P. Moreau, President of Tesoro Northstore Company, being first duly sworn on oath, depose and state that Tesoro Northstore Company is licensee and transferor of that certain business known as 2Go Tesoro located at No Premises in connection with liquor license number 2614 and that the following is a listing of accounts payable and taxes owed by the above licensed business as of August, 2010.

Creditor/Taxing Authority	Complete Mailing Address	Amount	Purpose of Liability
N/A*			

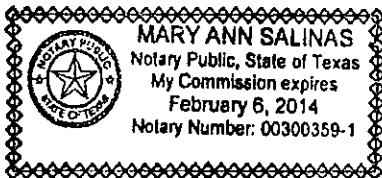
*The pertinent package store license is currently a "No Premise" license and as such is not being operated at the present time by Tesoro Northstore Company, the transferor, or anyone else. Accordingly, Tesoro Northstore Company has not incurred any debt or taxes as a result of the ownership or operation of that license. To the extent that Tesoro has incurred any accounts payable with respect to any of its other ongoing business operations (including any specific premises operating different package store liquor licenses), all such accounts payable are fully current in accordance with the pertinent agreements between Tesoro Northstore Company and its respective vendors.

SIGNED

Claude P. Moreau, President of
Tesoro Northstore Company

SIGNED

8/19/10



Subscribed & sworn to before me this
19th day of August, 2010.

MASalinas
Notary Public in & for Texas

My commission expires 02-06-2014

2955

State of Alaska



Department of Commerce and Economic Development

Certificate

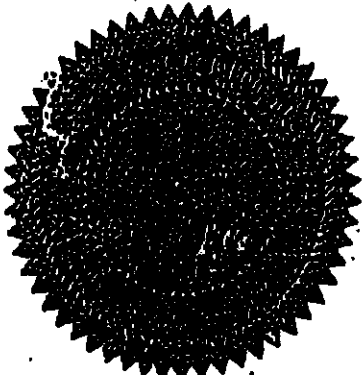
The undersigned, as Commissioner of Commerce and Economic Development, of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of MEDICAL DATA BANC, INC.

duly signed and verified pursuant to the provisions of the Alaska Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law hereby issues this Certificate of Incorporation of

MEDICAL DATA BANC, INC.

and attaches hereto a duplicate original of the Articles of Incorporation.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Juneau, the Capital, this 29th day of June A.D. 1981

Charles R. Webber

CHARLES R. WEBBER
COMMISSIONER OF COMMERCE
AND ECONOMIC DEVELOPMENT

FILED FOR RECORD
STATE OF ALASKA

JUN 29 1981

ARTICLES OF INCORPORATION

of

MEDICAL DATA BANC, INC.

DEPARTMENT OF COMMERCE
& ECONOMIC DEVELOPMENT

I, the undersigned, a natural person of the age of nineteen (19) years or more, acting as incorporator under the Alaska Business Corporation Act, adopts the following Articles of Incorporation for such corporation.

ARTICLE ONE

NAME: The name of the corporation shall be:

MEDICAL DATA BANC, INC.

ARTICLE TWO

DURATION: This corporation shall commence at the time that a certificate of incorporation shall be issued and shall continue thereafter without limit.

ARTICLE THREE

PURPOSES AND POWERS: The purposes for which the corporation is organized are to sell and promote services and products relating to medical data.

This corporation shall have the power, to such extent as a corporation organized under the Alaska Business Corporation Act may now or hereafter lawfully do, to do, either as principal or agent and either alone or in connection with other corporations, firms, or individuals, all and

everything necessary, suitable, convenient, or proper for, or in connection with, or incident to, the accomplishment of any of the purposes for the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of this corporation or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights, and privileges which a corporation may now or hereafter be organized to do or to exercise under the Alaska Business Corporation Act or under any Act amendatory thereof, supplemental thereto, or substituted therefor.

ARTICLE FOUR

CAPITALIZATION: The aggregate number of shares that the corporation shall have authority to issue shall be Five Hundred (500) shares, all of such shares being without par value.

ARTICLE FIVE

PRE-EMPTIVE RIGHTS: After each of the original stockholders shall have reached parity concerning the number of shares they shall hold, each stockholder of this corporation shall have the right to purchase shares of this corporation that may from time to time be issued whether or not presently authorized, including shares from the treasury of this corporation, in the ratio that the number of shares the

stockholder holds at the time of issue bears to the total number of shares outstanding, exclusive of treasury shares. This right shall have been deemed waived by any stockholder who does not exercise it and pay for the shares pre-empted within thirty (30) days of receipt of a notice in writing from the corporation stating the prices, terms and conditions of the issue of shares and inviting him to exercise his pre-emptive rights.

Until each of the stockholders shall have reached parity, stockholders of this corporation shall have no pre-emptive or preferential right of subscription to any shares of this corporation, whether now or hereafter authorized. The acceptance of shares in this corporation shall be a waiver of any such pre-emptive or preferential right which, in the absence of this provision, might otherwise be asserted by stockholders of this corporation, or any of them.

ARTICLE SIX

LIMITATION ON TRANSFER OF STOCK: In case any stockholder of this corporation should desire to sell, transfer, pledge, encumber, or in any manner dispose of his shares of stock during his lifetime, he must offer for sale to the corporation, in writing, the said share or shares of the corporation at the same price and on the same terms as would govern upon a transfer to a person not a stockholder.

The corporation shall have ninety (90) days from the receipt of said offer within which to exercise its option to purchase said stock. Said notice shall be given by the stockholders to the company by a letter sent by United States registered mail, addressed to the company at its registered office. The purchase of such stock may be made by the company only out of earned surplus, but such purchase may be made by action of the Board of Directors and without any action of the stockholders of the corporation.

(A) In the event that the corporation should fail, refuse or be unable to exercise, within ninety (90) days after receipt of the aforesaid offer, its option to purchase all or a part of such stock, the remaining stockholders of the corporation shall have the option to purchase said stock or the portion thereof not purchased by the corporation, said option to be exercised within sixty (60) days after there has been mailed to each stockholder of the corporation a notice in writing giving the number of shares being offered for sale and the price at which said shares are being offered. This notice shall be sent by United States mail, addressed to each stockholder as shown by the corporation's records, and shall be sent within five (5) days after the expiration of the period granted the corporation within which to exercise its prior option. Stockholders of the corporation, so desiring to purchase said stock,

shall send to the corporation, within the period aforesaid, written subscriptions for the number of shares desired by them.

(B) If no part of the shares offered for sale, or if less than the total number of shares so offered for sale, is purchased by the corporation or stockholders, or both, then the stock not so purchased shall be returned to the stockholders who offered the same for sale, and the said stockholders shall thereafter have the right to sell said stock to whomsoever will purchase same, provided, however, that the sale of such stock shall not be made at any lower price than that which was offered to the corporation originally, as aforesaid, and provided further that the sale of such stock shall not be made later than one hundred eighty (180) days after the date upon which said stock was offered to the corporation originally as aforesaid.

If more than the total number of shares so offered for sale and available for purchase by the stockholders of the corporation is desired by the stockholders of the corporation, then the stockholders, so desiring to purchase same, shall be entitled to purchase said stock in the proportions in which the common stockholding of each stockholder purchasing the same bears to each other. In the event that the proportion to which any stockholder should be entitled, determined in this manner, should be more than the

number of shares desired to be purchased by said stockholder, then the overplus shall be distributed to the remaining stockholders, so desiring to purchase, in the proportion in which the common stockholdings of such remaining stockholders bear to each other. No fractional shares shall be issued in connection with any offerings under this Article but only whole shares will be issued to the stockholders. At the option of the corporation, (1) the sum total of the fractional shares may be purchased by the corporation at the price at which the stock was offered originally, provided that such purchase shall be made only out of earned surplus, or (2) the sum total of the fractional shares may be returned to the stockholder who offered the same for sale and the said stockholder shall have the right to sell said stock to whomsoever will purchase the same provided, however, the sale of such stock shall not be made at any lower price than that which it was offered to the corporation originally, and provided further that the sale of such stock shall not be made later than one hundred eighty (180) days after the date upon which the said stock was offered to the corporation originally, as aforesaid.

(C) All stock so purchased by the corporation under and pursuant to the provisions of this Article shall be cancelled by the corporation forthwith.

(D) No transfer of stock shall be binding

upon the corporation unless made and recorded upon its stock books.

(E) A reference to this Article shall be printed on each certificate of common stock issued by the corporation and the provisions of this Article shall be binding upon every person now or hereafter becoming a stockholder of this corporation, all of whom shall take such common stock subject to the provisions hereof; and all pledges, hypothecations, or other encumbrances of said stock, or dealing with regard thereto, shall likewise be subject to the provisions hereof.

(F) Nothing contained herein shall prevent the stockholders of this corporation from entering into an agreement for the sale and purchase of stock as long as the terms of said agreement are not inconsistent herewith. In this regard, any agreement which establishes the price at which a stockholder must offer the stock to the corporation under this Article, or which provides that said stock shall be offered at an established price to the corporation upon termination of a stockholder's employment, or upon a stockholder's death, shall not be deemed to be inconsistent herewith.

ARTICLE SEVEN

REGISTERED OFFICE AND REGISTERED AGENT: The address of the corporation's initial registered office shall

be 711 "H" Street, Suite 600, Anchorage, Alaska 99501 and the name of the corporation's initial registered agent at such address shall be LANCE E. GIDCUMB.

ARTICLE EIGHT

INITIAL DIRECTORS: The management of this corporation shall be vested in a Board of Directors. The number of directors shall be fixed from time to time by the By-laws of the corporation. At such time as the corporation has less than three (3) shareholders, it may have the same number of directors as it has shareholders. Directors shall be elected at the annual meeting of the shareholders. Until such time as the first meeting of the Board of Directors has been held and the By-laws of the corporation shall have been adopted, the directors of the corporation shall be three (3) in number, and shall be:

Patsy L. Tampke
3303 West 64th Avenue
Anchorage, Alaska 99502

Fred A. Tampke
3303 West 64th Avenue
Anchorage, Alaska 99502

Debra G. Clay
2707 West 29th Avenue
Anchorage, Alaska 99503

ARTICLE NINE

INCORPORATORS: The name and address of the incorporator of this corporation is as follows:

Patsy L. Tampke

3303 W. 64th Avenue
Anchorage, Alaska 99502

ARTICLE TEN

There are no non-resident aliens or corporations organized outside the United States who are affiliated with this corporation.

IN WITNESS WHEREOF, I have executed these Articles of Incorporation in duplicate on this 24 day of June, 1981.

Patsy L. Tampke
PATSY L. TAMPKE

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) SS.

PATSY L. TAMPKE, first being duly sworn upon oath, deposes and says that she has read the foregoing Articles of Incorporation, knows the contents thereof, and believes the same to be true and correct to the best of her knowledge and belief.

Patsy L. Tampke
PATSY L. TAMPKE

SUBSCRIBED AND SWORN to before me this 24th day of June, 1981.

Shirley J. Rasmussen
Notary Public in and for Alaska
My Commission Expires: 2/15/82

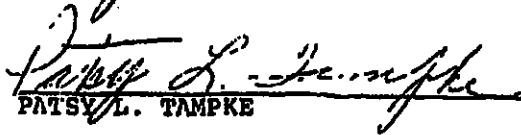
FILED FOR RECORD
STATE OF ALASKA

JUN 29 1981

STATEMENT OF
STANDARD INDUSTRIAL CLASSIFICATION CODE DEPARTMENT OF COMMERCE
of & ECONOMIC DEVELOPMENT
MEDICAL DATA BANC, INC.

The purpose or purposes of MEDICAL DATA BANC, INC.
are best described by S.I.C. No. 8090, Health and Allied Services,
nec.

DATED this 24 day of June, 1981.


PATSY L. TAMPKE

State of Alaska

Department of Commerce and Economic Development

Certificate

BUSINESS CORPORATION

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of the Articles of Incorporation of

NORTHSTORE CORPORATION

have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as such Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

20th day of January, A. D. 19 84

A handwritten signature in dark ink, appearing to read "Ra".

RICHARD A. LYON
COMMISSIONER OF COMMERCE AND
ECONOMIC DEVELOPMENT

083

(Please do not write in spaces below - for Department use)

FILING DATE:	FILED FOR RECORD STATE OF ALASKA JAN 20 1984 DEPARTMENT OF COMMERCE & ECONOMIC DEVELOPMENT	Date Received
		Receipt No.:
		Amount:
Corporation Number		Check No.:

ARTICLES OF INCORPORATION
(Domestic Business Corporation)

The undersigned natural person(s) of the age of nineteen years or more, acting as incorporator(s) of a corporation under the Alaska Business Corporation Act (AS 10.05), adopt the following Articles of Incorporation: Please type or print clearly in black ink.

ARTICLE I (See part 2 of instructions)

The name of the corporation is:
Northstare Corporation

ARTICLE II

The period of duration is: Perpetual

ARTICLE III (see part 3 of instructions)

1. The purpose(s) for which this corporation is organized is: for any lawful purpose

2. The Standard Industrial Code(s) which most closely describe the initial activities of the corporation is:
Primary 5410 Secondary _____ Other _____

ARTICLE IV (see part 4 of instructions)

The aggregate number of shares which the corporation shall have authority to issue is:

Number of Shares	Class	Series	NPV Per Value
<u>1000</u>	<u>None</u>	<u>None</u>	
Number of Shares	Class	Series	Per Value
Number of Shares	Class	Series	Per Value
Number of Shares	Class	Series	Per Value

No preference or limitations total capitalization less than \$100,000

ARTICLE V (see part 5 of instructions)

1. The address of the initial registered office is:
1435 "L" Street, Anchorage, Alaska 99501
No. and Street City Zip Code

2. Mailing address of the initial registered office if different than above is:
Same, Alaska 99501
P.O. Box City Zip Code

3. The name of the initial resident agent at the registered office is:
John R. Morrison

ARTICLE VI (see part 6 of instructions)

1. The number of directors constituting the initial board of directors of this corporation will be <u>3</u>		
2. The name and address of each person of who shall serve as a director until the first annual meeting of shareholders or until his or her successor is elected and qualified, are as follows:		
Bruce A. Chambers Name	1435 "L" Street Number and Street	Anchorage, AK City and State
John E. Niemeyer Name	6342 S.W. Macadam Number and Street	Portland, OR City and State
John R. Morrison Name	1435 "L" Street Number and Street	Anchorage, AK City and State
 Name	 Number and Street	 City and State

ARTICLE VII (see part 7 of instructions)

The name and address of each alien affiliate is (if none, please indicate "N/A")	
Name	Residence or Business Address
N/A	

ARTICLE VIII (see part 8 of instructions)

The name and address of each incorporator is		
Name	Residence or Business Address	
Bruce A. Chambers	1435 "L" Street	Anchorage, AK

(Use space below for continuation of previous Articles and/or additional Articles.)

Please indicate which article you are responding to and/or insert any desired additional provisions authorized by the act by adding additional articles here (see part 9 of instructions).

1. For purposes of accounting the fiscal year shall be the calendar year.
2. On an annual basis there will be a meeting of the corporate directors for the forthcoming year in the month of January to review and project.

I (We), the incorporator(s) sign my (our) name(s) this 18th day of January, 19 84

Bruce A. Chambers

Bruce A. Chambers

Subscribed and sworn to before me this 18th day of January, 19 84

Laura Gail Murray
Notary Public

My commission expires: March 24, 1987

State of Alaska

Department of Commerce and Economic Development

Certificate

CERTIFICATE OF AMENDMENT

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation, duly signed and verified pursuant to the provisions of the Alaska Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of


NORWESTERN CORPORATION

and attaches hereto a duplicate original of the Articles of Amendment.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

19th day of March, A.D. 19 84


Richard A. Lyon
COMMISSIONER OF COMMERCE AND
ECONOMIC DEVELOPMENT

FILED FOR RECORD

MAR 19 1984

ARTICLES OF AMENDMENT

OF

NORTHSTORE CORPORATION

STATE OF ALABAMA
DEPARTMENT OF COMMERCE
& ECONOMIC DEVELOPMENT

1. The name of the corporation is NORTHSTORE CORPORATION.

2. The Amendments adopted:

"Article IV of the Articles of Incorporation shall be amended to add the following language:

'No shareholder of this corporation shall have the preemptive right to acquire additional or treasury shares of the corporation that may from time-to-time be issued whether or not presently authorized.'

Article IV of the Articles of Incorporation shall be further amended to add the following language:

'No shareholder shall encumber, sell, transfer or otherwise dispose of any of the shares of this corporation which may now or hereafter be held or owned by him until he shall have first acquired the written consent of the Southland Corporation. Before issuance of any stock there shall be inscribed thereon notice of this restriction. This restriction shall not be deleted or amended without the prior written consent of the Southland Corporation.'

3. Date of adoption of the Amendments by the Board of Directors: February 6, 1984.

4. The number of shares outstanding: None.

5. The number of shares voting for and against the amendment: Not applicable.

Bruce A. Chambers
Director

John R. Morrison
Director

John E. Niemeyer
Director

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

BRUCE A. CHAMBERS, first being duly sworn upon oath, deposes and says, that he has read the foregoing Articles of Amendment of Northstore Corporation, knows the contents thereof, and believes the same to be true and correct to the best of his knowledge and belief.

Bruce A. Chambers


SUBSCRIBED AND SWORN to before me this 8th day of

March, 1984.

Laura Jean Niemeyer
Notary Public in and for Alaska
My Commission Expires: 3/24/87

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

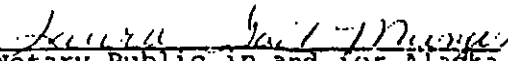
JOHN R. MORRISON, first being duly sworn upon oath, deposes and says, that he has read the foregoing Articles of Amendment of Northstore Corporation, knows the contents thereof, and believes the same to be true and correct to the best of his knowledge and belief.



John R. Morrison

SUBSCRIBED AND SWORN to before me this 8th day of

March, 1984.



Notary Public in and for Alaska
My Commission Expires: 3/24/87

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

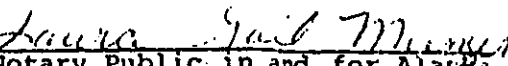
JOHN E. NIEMEYER, first being duly sworn upon oath, deposes and says, that he has read the foregoing Articles of Amendment of Northstore Corporation, knows the contents thereof, and believes the same to be true and correct to the best of his knowledge and belief.



John E. Niemeyer

SUBSCRIBED AND SWORN to before me this 8th day of

March, 1984.



Notary Public in and for Alaska
My Commission Expires: 3/24/87

STATEMENT OF SURVIVING CORPORATION RE: DISCLOSURE OF ALIEN INTERESTS

Pursuant to the provisions of Section 10.05.250 of the Alaska Statutes

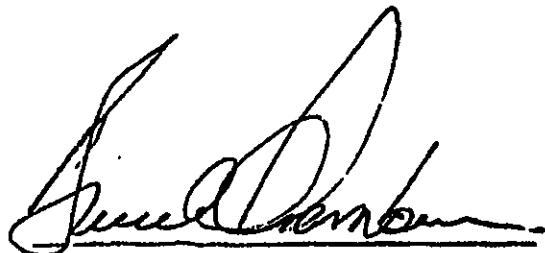
MEDICAL DATA BANC, INC.

which is to be the surviving corporation in a merger between the said corporation
and NORTHSTOR CORPORATION

hereby submits the following statement:

The names and addresses of each affiliate of the said surviving corporation
which is a non resident alien or a corporation whose place of incorporation is
outside the United States and the percentage of outstanding shares controlled by
each affiliate are: NONE

FILED FOR RECORD
STATE OF ALASKA
MAR 2 1 1984
DEPARTMENT OF COMMERCE
& ECONOMIC DEVELOPMENT



BRUCE A. CHAMBERS, PRESIDENT



JOHN MORRISON, SECRETARY

24455

State of Alaska

Department of Commerce and Economic Development

Certificate

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Articles of Merger, duly signed and verified pursuant to the provisions of the Alaska Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY the undersigned, as such Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Merger of


NORTHSTORE CORPORATION
into
MEDICAL DATA BANC, INC.

and attaches hereto a duplicate original of the Articles of Merger. _____



IN TESTIMONY WHEREOF, I execute this Certificate and affix the Great Seal of the State of Alaska this

21st day of March, A.D. 1984


RICHARD A. LYON
COMMISSIONER OF COMMERCE AND
ECONOMIC DEVELOPMENT

FILED FOR RECORD
STATE OF ALASKA

MAR 2 1 1984

DEPARTMENT OF COMMERCE
& ECONOMIC DEVELOPMENT

ARTICLES OF MERGER OF
NORTHSTORE CORPORATION
(An Alaska Corporation)

INTO

MEDICAL DATA BANC, INC.
(An Alaska Corporation)

Pursuant to the provisions of Title X, Chapter 5, Article 4 of the Alaska Statutes, the undersigned corporations adopt the following Articles of Merger for the purpose of merging Northstore Corporation (an Alaska corporation) into Medical Data Banc, Inc. (an Alaska corporation) with Medical Data Banc, Inc. being the surviving corporation.

FIRST: The following Plan of Merger was approved by the Shareholders of each of the undersigned corporations in the manner prescribed by Section 10.05.390 of the Alaska Business Corporations Act:

ARTICLE I

Name and Continued Corporate Existence
of Surviving Corporation

Medical Data Banc, Inc., the constituent corporation whose corporate existence is to survive this merger and continue thereafter as the surviving corporation, and its identity, existence, purposes, powers, objects, franchises, rights and immunities shall continue unaffected and unimpaired by the merger. The corporate identity, existence, purposes and powers, objects, franchises, rights and immunities of Northstore Corporation shall be wholly merged into Medical Data Banc, Inc. Accordingly, on

the merger date, the separate existence of Northstore Corporation, except insofar as continued by statute, shall cease.

ARTICLE II

Certificate of Incorporation

From and after the merger date, the Certificate of Incorporation of Medical Data Banc, Inc., (which Certificate of Incorporation of Medical Data Banc, Inc., filed in the office of the Commissioner, Department of Commerce & Economic Development, State of Alaska, on the 29th day of June, 1981) shall be the Certificate of Incorporation of the surviving corporation. In addition to the powers conferred upon it by law, the surviving corporation shall have the powers set forth in the Articles of Incorporation and be governed by the provisions thereof.

ARTICLE III

By-laws of the Surviving Corporation

From and after the merger date, the present By-laws of Medical Data Banc, Inc., as amended, shall be and become the By-laws of the surviving corporation until the same shall be altered, amended or repealed, or until new By-laws shall be adopted, in accordance to the provisions of law, the By-laws and the Certificate of Incorporation of the surviving corporation.

ARTICLE IV

Directors and Officers

1. The directors of the surviving corporation, who shall hold office until their successors shall have been duly elected and shall have qualified, or as otherwise provided in the

Certificate of Incorporation of the surviving corporation or by its By-laws, shall be the directors of Medical Data Banc, Inc. until changed by action of the board of directors of the surviving corporation pursuant to its By-laws; and the names of the first directors of the surviving corporation are:

<u>Name</u>	<u>Address</u>
Bruce A. Chambers	1435 "L" Street Anchorage, Alaska
John E. Niemeyer	6342 S.W. Macadam Portland, Oregon
John R. Morrison	1435 "L" Street Anchorage, Alaska

2. The first annual meeting of the shareholders of the surviving corporation after the merger date shall be the annual meeting provided by the By-laws of the surviving corporation in effect immediately following merger for the year 1984.

3. The officers of the surviving corporation, who shall hold office until their successors shall have been elected or appointed and shall have qualified, are as otherwise provided in its By-laws, are the officers of Northshore Corporation immediately prior to the merger date.

4. If, on or after the merger date, a vacancy shall for any reason exist in the board of directors of the surviving corporation, or in any of the offices, such vacancies shall thereafter be filled in the manner provided in the Certificate of Incorporation of the surviving corporation or in its By-laws.

ARTICLE V

Capital Stock of the Surviving Corporation

The capitalization of the surviving corporation upon the merger date shall be as set forth in the Certificate of Incorporation of the surviving corporation.

ARTICLE VI

Conversion of Securities on Merger

The manner and basis of converting the shares of stock of each of the constituent corporations into shares of stock of the surviving corporation are as follows:

1. Each issued share of common stock, of no par value, of Medical Data Banc, Inc., including shares held in treasury, if any, shall, on the merger date continue to be issued shares of common stock of the surviving corporation. Each of the shares of common stock, with no par value, of Northstore Corporation outstanding on the merger date (hereinafter sometimes called "Northstore stock"), and all rights and respect thereof shall upon the merger date be converted into approximately 0.86 share(s) of common stock, no par value, of the surviving corporation.

2. At any time and from time-to-time after the merger date, each holder of an outstanding certificate or certificates theretofore representing shares of Northstore Corporation stock shall be entitled, upon the surrender of such certificate or certificates at the office of the transfer agent of the surviving corporation to receive in exchange therefor a certificate or certificates representing the number of shares of no par value

surviving corporation common stock pursuant to Paragraph 1 above. No dividend shall be paid by the surviving corporation to the holders of outstanding certificates expressed to represent shares of Northstore Corporation stock, upon surrender and exchange thereof as herein provided there shall be paid to the record holder of a certificate or certificates of no par value surviving corporation stock an amount with respect to each such share equal to all dividends which shall have been paid or become payable to holders of record between the merger date and the date of such exchange.

ARTICLE VII

Assets and Liabilities

On the merger date, all property, real, personal and mixed, and all debts due to either of the constituent corporations on whatever account, as well for stock subscriptions as all other choses in action, and all and every other interest of or belonging to either of constituent corporations shall be taken by and deemed to be transferred to and vested in the surviving corporation without further act or deed; and all property and every other interest shall be thereafter as effectually the property of the surviving corporation as it was of the respective constituent corporations, and the title to any real estate or any interest therein, whether vested by deed or otherwise, in either of the constituent corporations shall not revert or be in any way impaired by reason of the merger; provided, however, that all rights of creditors and all liens upon the property of either of

the constituent corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the respective constituent corporations shall thenceforth attach to the surviving corporation, and may be enforced against it to the same extent as if said debts, liabilities, obligations and duties had been incurred or contracted by it. Any action or proceeding pending by or against either of the constituent corporations may be prosecuted to judgment as if the merger had not taken place, or the surviving corporation may be submitted in place of either of the constituent corporations. The parties hereby respectively agree that from time to time, when requested by the surviving corporation or by its successors or assigns, they will execute and deliver or cause to be executed and delivered all such deeds and instruments, and will take or cause to be taken all such further or other action, as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation or its successors or assigns title to and possession of all the aforesaid property and rights and otherwise carry out the intent and purposes of this agreement.

ARTICLE VIII

Conduct of Business by Constituent Corporation

Prior to the merger date Northstare Corporation shall conduct its business in its usual and ordinary manner.

ARTICLE IX

Resident Agent

The respective names of the city and location therein where the principal office of the surviving corporation is to be

located in the State of Alaska, street number of its principal office, the name of the registered agent will, as of the merger date, be set forth in the Articles of Incorporation of the surviving corporation.

ARTICLE X

Right to Amend Certificate of Incorporation

The surviving corporation hereby reserves the right to amend, alter, change or repeal its certificate of incorporation in a manner now or hereafter prescribed by statute or otherwise authorized by law; and all rights and powers conferred in the certificate of incorporation on the shareholders, directors or officers of the surviving corporation, or any other person whomsoever, are subject to this reserved power.

SECOND: The number of shares outstanding and entitled to vote in the matter of this merger of corporations is as follows:

<u>Name of Corporation</u>	<u>Number of Shares Entitled to Vote</u>
Medical Data Banc, Inc.	70
Northstore Corporation	500

Each corporation has but one class of stock, that being common stock bearing no par value.

THIRD: The number of shares voting for or against the Plan of Merger by each class are as follows:

<u>Name of Corporation</u>	<u>Those Voting For Plan</u>	<u>Those Voting Against Plan</u>
Medical Data Banc, Inc.	70	0
Northstore Corporation	500	0

State of Alaska

Department of Commerce and Economic Development

Certificate

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation, duly signed and verified pursuant to the provisions of the Alaska Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of

MEDICAL DATA BANC, INC.

and attaches hereto a duplicate original of the Articles of Amendment changing the corporate name to

NORMSTORE CORPORATION _____



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

23rd day of March, A.D. 1984

RICHARD A. LYON
COMMISSIONER OF COMMERCE AND
ECONOMIC DEVELOPMENT

105

FILED FOR RECORD
STATE OF ALASKA

MAR 23 1984

DEPARTMENT OF COMMERCE
& ECONOMIC DEVELOPMENT

AMENDMENT TO THE ARTICLES OF INCORPORATION OF
MEDICAL DATA BANC, INC.

We, the undersigned duly appointed officers of Medical Data Banc, Inc., in compliance with and pursuant to the authority granted in Alaska Business Corporation Act §10.05.285, adopt the following amendments to the Articles of Incorporation.

FIRST: The name of the corporation is Medical Data Banc, Inc.

SECOND: The amendments to be adopted are as follows and in each case the following Article replaces in its entirety the Article of the same number now existing of record in the Articles of Incorporation of Medical Data Banc. The amendments are as follows:

Article I

Article I shall be restated to read as follows:

"Name: The name of the corporation shall be: Northstore Corporation."

Article III

Article III shall be restated as follows:

"Purposes and Powers: The purposes for which the corporation is organized is any lawful purpose and the Standard Industrial Code which most closely describes the initial activities of the corporation is 5410. In addition to the foregoing and without limiting the powers in anyway, the corporation shall have the power, to such extent as a corporation organized under

the Alaska Business Corporations Act may now or hereafter lawfully have, to do, either as principal or agent and either alone or in connection with other corporations, firms or individuals, all and everything necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any purposes for the attainment of any one or more of the objects herein enumerated, designed directly or indirectly to promote the interests of the corporation or to enhance the value of its properties; and in general to do any and all things and exercise any and all powers, rights and privileges which a corporation may now or hereafter be organized to do or to exercise under the Alaska Business Corporations Act or under any Act amendatory thereof, supplemental thereto or substituted therefor."

Article IV

Article IV shall be restated to read as follows:

"Capitalization: The aggregate number of shares of the corporation shall have authority to issue shall be one thousand shares of common stock, all of which will be without par value."

Article V

Article V shall be restated to read as follows:

"Pre-emptive Rights: No shareholder of this corporation shall have the pre-emptive right to acquire additional or treasury shares of the corporation that may from time-to-time be issued whether or not presently authorized."

Article VI

Article VI shall be restated to read as follows:

"Limitation on Transfer of Stock: No shareholder shall encumber, sell, transfer or otherwise dispose of any of the shares of this corporation which may now or hereafter may be held or owned by him until he shall have first acquired the written consent of The Southland Corporation. Before issuance of any stock there shall be inscribed thereon notice of this restriction. This restriction shall not be deleted or amended without the prior written consent of The Southland Corporation."

Article VII

Article VII shall be restated to read as follows:

"Registered Office and Registered Agent: The address of the corporation's registered office shall be 3600 West 40th, #B, Anchorage, Alaska 99503 and the name of the corporation's registered agent at such address shall be Bruce Chambers."

THIRD: The foregoing amendments to the Articles of Incorporation were adopted by the Shareholders at a special meeting held the 20th day of March, 1984.

FOURTH: The number of shares outstanding and entitled to vote in the matter of this Amendment to the Articles of Incorporation are 500 shares issued and outstanding all of one class, common stock with no par value.

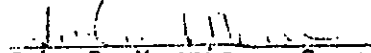
FIFTH: The number of shares voting for or against the Amendment to the Articles of Incorporation by class are as follows:

<u>Name of Class</u>	<u>Shares Voting for Plan</u>	<u>Shares Voting Against Plan</u>
Common Stock (no par value)	500	0

SIXTH: These Amendments to the Articles of Incorporation in no way change the amount of stated capital of the corporation but rather only change the number of shares available for issue.

IN WITNESS WHEREOF, the undersigned has executed the foregoing Amendments to the Articles of Incorporation of Medical Data Banc, Inc. now to be known as Northstore Corporation on this the 20th day of March, 1984.

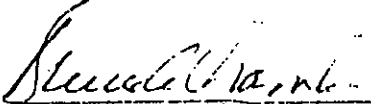

 Bruce A. Chambers, President


 John R. Morrison, Secretary

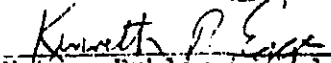
VERIFICATION

STATE OF ALASKA)
) ss.
 THIRD JUDICIAL DISTRICT)

BRUCE A. CHAMBERS, first being duly sworn upon oath, deposes and says, that he has read the foregoing Amendment to the Articles of Incorporation of Medical Data Banc, Inc. to be known as Northstore Corporation, knows the contents thereof, and believes the same to be true and correct to the best of his knowledge and belief.


 Bruce A. Chambers

SUBSCRIBED AND SWORN to before me this 20 day of March 1984.


 Notary Public in and for Alaska
 My Commission Expires: 1-22-86

State of Alaska

Department of Commerce & Economic Development

24455D

CERTIFICATE OF REINSTATEMENT

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, and custodian of corporation records for said State, hereby certifies that

MEDICAL DATA BANC, INC.

a corporation organized under the laws of Alaska, which was involuntary dissolved for failure to file corporate reports and/or pay corporate taxes did on the 16th day of March, 19 84, file all corporate reports, taxes and penalties.

I FURTHER CERTIFY THAT said corporation is hereby reinstated on the records of this State.

IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska this

23rd day of March, A. D. 19 84



Richard A. Lyon

COMMISSIONER OF COMMERCE AND ECONOMIC DEVELOPMENT

State of Alaska
 Department of Commerce and Economic Development
 Division of Banking, Securities and Corporations

CERTIFICATE
 OF
 AMENDMENT

The undersigned, as Commissioner of Commerce and Economic Development of the State of Alaska, hereby certifies that duplicate originals of Articles of Amendment to the Articles of Incorporation, duly signed and verified pursuant to the provisions of the Alaska Corporations Code, have been received in this office and are found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce and Economic Development, and by virtue of the authority vested in him by law, hereby issues this Certificate of Amendment to the Articles of Incorporation of

NORTHSTORE CORPORATION

and attaches hereto a duplicate original of the Articles of Amendment changing the corporate name to

TESORO NORTHSTORE COMPANY



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on September 20, 1991.

Glenn A. Olds

Dr. Glenn A. Olds
 COMMISSIONER OF COMMERCE
 AND ECONOMIC DEVELOPMENT

08-129A (Rev. 9/88)
 5842M-2

Issued By: Corporations Section, P.O. Box D, Juneau, Alaska 99811, Telephone (907) 465-2530

Filed for Record
State of Alaska

SEP 20 1991

Department of Commerce
and Economic Development

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION
OF NORTHSTORE CORPORATION

Pursuant to the provisions of the Alaska Corporations Code, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is Northstore Corporation.

SECOND: The following amendment to the Articles of Incorporation was adopted by the corporation in the manner prescribed by the Alaska Corporations Code:

RESOLVED, that Article One of the Articles of Incorporation of Northstore Corporation is hereby amended as follows:

ARTICLE ONE

Name: The name of the Corporation shall be:

TESORO NORTHSTORE COMPANY

THIRD: The Amendment to the Articles of Incorporation was approved by the Board of Directors on the 10th day of September, 1991 and by the shareholders on the 10th day of September, 1991.

FOURTH: The number of shares of the corporation outstanding at the time of the adoption of the amendment was 800, and the number of shares entitled to vote thereon was 800. The designation and number of outstanding shares of each class entitled to vote thereon as a class is as follows: none.

FIFTH: The number of shares that voted for such amendment was 800 and the number of shares that voted against such amendment was 0. The number of shares for such amendment was at least two-thirds of the shares entitled to vote. The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was none.

SIXTH: The manner in which an exchange, reclassification or cancellation of issued shares is to be carried out if the amendment provides for an exchange, reclassification or cancellation of issued shares and is not set out in the amendment is as follows: "No change."

DATED this 16th day of September, 1991.

NORTHSTORE CORPORATION

By: E. William Cromey
E. William Cromey
Senior Vice President

By: Larry B. Douglas
Larry B. Douglas
Assistant Secretary

State of Alaska
 Department of Commerce and Economic Development
 Division of Banking, Securities and Corporations

**CERTIFICATE
 OF
 AMENDMENT**

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NORTHSTORE CORPORATION

and attaches hereto a duplicate original of the Articles of Amendment changing the corporate name to

TESORO NORTHSTORE COMPANY



08-129A (Rev. 9/88)
 5842M-2

IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on September 20, 1991.

Glenn A. Olds

Dr. Glenn A. Olds
 COMMISSIONER OF COMMERCE
 AND ECONOMIC DEVELOPMENT

Issued By: Corporations Section, P.O. Box D, Juneau, Alaska 99811, Telephone (907) 465-2530

Filed for Record
State of Alaska

SEP 10 1991

Department of Commerce
and Economic Development

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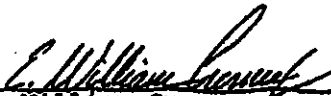
FIFTH: The number of shares that voted for such amendment was 800 and the number of shares that voted against such amendment was 0. The number of shares for such amendment was at least two-thirds of the shares entitled to vote. The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was none.

SIXTH: The manner in which an exchange, reclassification or cancellation of issued shares is to be carried out if the amendment provides for an exchange, reclassification or cancellation of issued shares and is not set out in the amendment is as follows: "No change."


DATED this 16th day of September, 1991.

NORTHSTORE CORPORATION

By:


E. William Cromey
Senior Vice President

By:


Larry B. Douglas
Assistant Secretary

VERIFICATION

STATE OF ALASKA)
THIRD JUDICIAL DISTRICT) ss.

E. William Cromey, being first duly sworn, deposes and states that he is the Senior Vice President of Northstore Corporation; that he has read the foregoing Articles of Amendment to the Articles of Incorporation; that he verifies by this instrument that the information contained therein is complete, true and correct; and that he executed the foregoing document on behalf of said corporation as its free and voluntary act and deed, for the uses and purposes therein mentioned.

E. William Cromey
E. William Cromey

SUBSCRIBED and SWORN to before me this 11th day of September, 1991.

Shirley T. Hite
Notary Public in and for Alaska
My Commission expires: 7.3.94



September 16, 1991

Department of Commerce and Economic Development
Division of Banking, Securities and Corporations
P. O. Box D
Juneau, Alaska 99811

RE: Use of Corporate Name "Tesoro Northstore Company"

Tesoro Petroleum Corporation hereby gives its consent to Northstore Corporation amending its Articles of Incorporation to change its name to Tesoro Northstore Company.

TESORO PETROLEUM CORPORATION

By: 

E. William Croney

Its: Senior Vice President

121



Department of Commerce, Community, and Economic Development
 Division of Corporations, Business, and Professional Licensing
 Corporations Section
 PO Box 110808
 Juneau AK 99811-0808

RESTATED ARTICLES OF INCORPORATION
 Business, Professional or Non Profit Corporation

The undersigned adopts the following Restated Articles of Incorporation pursuant to the provisions of the Alaska Statutes.

1. Name of the corporation as it is currently on file with this office:

TESORO NORTHSTORE COMPANY

2. New name of the entity if name is being amended:

N/A

3. If articles are also amended, list the number of each article being amended:

The articles are being amended and restated in their entirety.

4. Indicate below if the articles are Restated Articles of Incorporation or Amended and Restated Articles of Incorporation.

Restated Articles of Incorporation. The restated articles correctly set out without change, the corresponding provisions of the articles as amended up to the time of this filing. The restated articles supersede the original articles and all amendments to them. Attach a copy of the Restated Articles of Incorporation.

Date the resolution was adopted by the board:

Amended and Restated Articles of Incorporation. Except for the designated amendments, the restated articles correctly set out without change the provisions of the articles being amended and together with the designated amendment supersede the original articles and all the amendments to the original articles. Attach a copy of the Amended and Restated Articles of Incorporation.

Business/Professional Corporations Only:
 If shares were issued:

If the class of shares are entitled to vote as a class:

Date Amendment Adopted:	1-1-09	Number of Shares in Class:	
Number of Outstanding Shares:	800	Class Series:	
Number of Shares Entitled to Vote:	800	Number of Votes For Amendment:	
Number of Shares Voting For Amendment:	800	Number of Votes Against Amendment:	
Number of Shares Voting Against Amendment:	-0-		

If no shares were issued:

Date the amendment to the articles of incorporation was adopted by resolution of the Board of Directors



5. Non-Profit Corporation Only

Date Amendment Adopted:	
-------------------------	--

Check one of the boxes below:


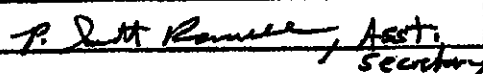
If adopted by the members of the corporation:

- There are members entitled to vote on the amendment; a quorum was present at the meeting and the amendment received at least two-thirds of the votes which members present at the meetings or represented by proxy were entitled to cast.
- Except for the designated amendments, the restated articles correctly set out without change the provisions of the articles being amended and together with the designated amendment supersede the original articles and all the amendments to the original articles.

If adopted by the Board of Directors:

- There are no members and the amendment received the vote of a majority of the directors in office.
- There are no members entitled to vote and the amendment received the vote of a majority of the directors in office.

The Restated Articles of Incorporation must be signed by the president or vice president and by its secretary or an assistant secretary of the entity.

Signature of President or Vice President	Printed Name of President or Vice President	Date
	Charles S. Parrish, Senior Vice President, General Counsel & Secretary	1-1-09
Signature of Secretary or an Assistant Secretary	Printed Name of Secretary or Assistant Secretary	Date
 <i>Asst. Secretary</i>	P. Scott Ramell, Assistant Secretary	1-1-09

If you have specific legal questions or concerns about this filing, you are strongly advised to consult an attorney or other professional to assist you. Mail the Restated Articles of Incorporation and the \$25.00 filing fee (in U.S. dollars) to:

State of Alaska
Corporations Section
PO Box 110808
Juneau, AK 99811

For additional information or forms please visit our web site at: www.corporations.alaska.gov

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
TESORO NORTHSTORE COMPANY

In accordance with the provisions of the Alaska Corporations Code (the "ACC"), the undersigned duly authorized officers of Tesoro Northstore Company (the "Corporation") submit these Amended and Restated Articles of Incorporation and certify as follows:

1. The name of the Corporation is Tesoro Northstore Company.
2. The Amended and Restated Articles of Incorporation as set forth below were adopted by joint written consent of the Board of Directors and Sole Shareholder of the Corporation on the 1st day of January, 2009.
3. The number of shares outstanding and the number of shares entitled to vote is eight hundred (800).
4. The number of shares voted for the amendments designated herein is eight hundred (800). The number of shares voted against the amendments designated herein is zero (0).
5. Except for the amendments designated herein, these Amended and Restated Articles of Incorporation correctly set out without change the provisions of the original Articles of Incorporation and all amendments thereto that are in effect to date. These Amended and Restated Articles of Incorporation supersede the original Articles of Incorporation and all amendments thereto that are in effect to date.
6. The original Articles of Incorporation are being replaced in their entirety with the Amended and Restated Articles of Incorporation as set forth below:

ARTICLE I

The name of the Corporation is Tesoro Northstore Company.

ARTICLE II

The purpose for which the Corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the ACC.

ARTICLE III

The address of the registered office of the Corporation in the State of Alaska is 9360 Glacier Highway, Suite 202, Juneau, Alaska 99801. The name of the registered agent of the Corporation at such address is Corporation Service Company.

AMENDED
CORPORATION

ARTICLE IV

The Corporation has no alien affiliates.

ARTICLE V

The authorized capital stock of the Corporation shall consist of one thousand (1,000) shares of common stock, no par value.

ARTICLE VI

Directors of the Corporation may receive such reasonable compensation for their services as directors and, if applicable, as members of committees of the Board of Directors, whether in the form of a salary or a fixed fee for attendance at meetings, with expenses, if any, as the shareholders of the Corporation may from time to time determine. The Board of Directors shall not have the authority to fix the compensation of any director or committee member.

ARTICLE VII

To the fullest extent permitted by the ACC, the personal liability of a director to the Corporation or the shareholders of the Corporation for monetary damages for breach of fiduciary duty as a director is hereby eliminated. The terms of the preceding sentence, however, shall not eliminate or limit the liability of a director for (i) a breach of the director's duty of loyalty to the Corporation or the shareholders of the Corporation, (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) willful or negligent conduct involved in the payment of dividends or the repurchase of stock from other than lawfully available funds or (iv) a transaction from which the director derives an improper personal benefit. If the ACC is amended after approval by the shareholders of this Article VII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the ACC as so amended.

Any repeal or modification of the foregoing provisions of this Article VII by the shareholders of the Corporation, or the adoption of any other provision inconsistent with the foregoing provisions of this Article VII, shall be prospective only and shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE VIII

A shareholder of the Corporation shall have no pre-emptive or preferential right of subscription to any shares or securities of the Corporation, whether now or hereafter authorized. The acceptance of shares or securities in the Corporation shall be a waiver of such pre-emptive or preferential right which, in the absence of this provision, might otherwise be asserted by a shareholder of the Corporation.

ARTICLE IX

Each shareholder of the Corporation shall be entitled to one vote for each share of capital stock held by such shareholder, and shareholders shall not be entitled to cumulate their votes in the election of directors or with respect to any matter submitted to a vote of the shareholders.


ARTICLE X

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Amended and Restated Articles of Incorporation, in the manner now or hereafter prescribed by the laws of the State of Alaska. All rights herein conferred are granted subject to this reservation.

* * * * *

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by duly authorized officers of the Corporation on this 1st day of January, 2009.

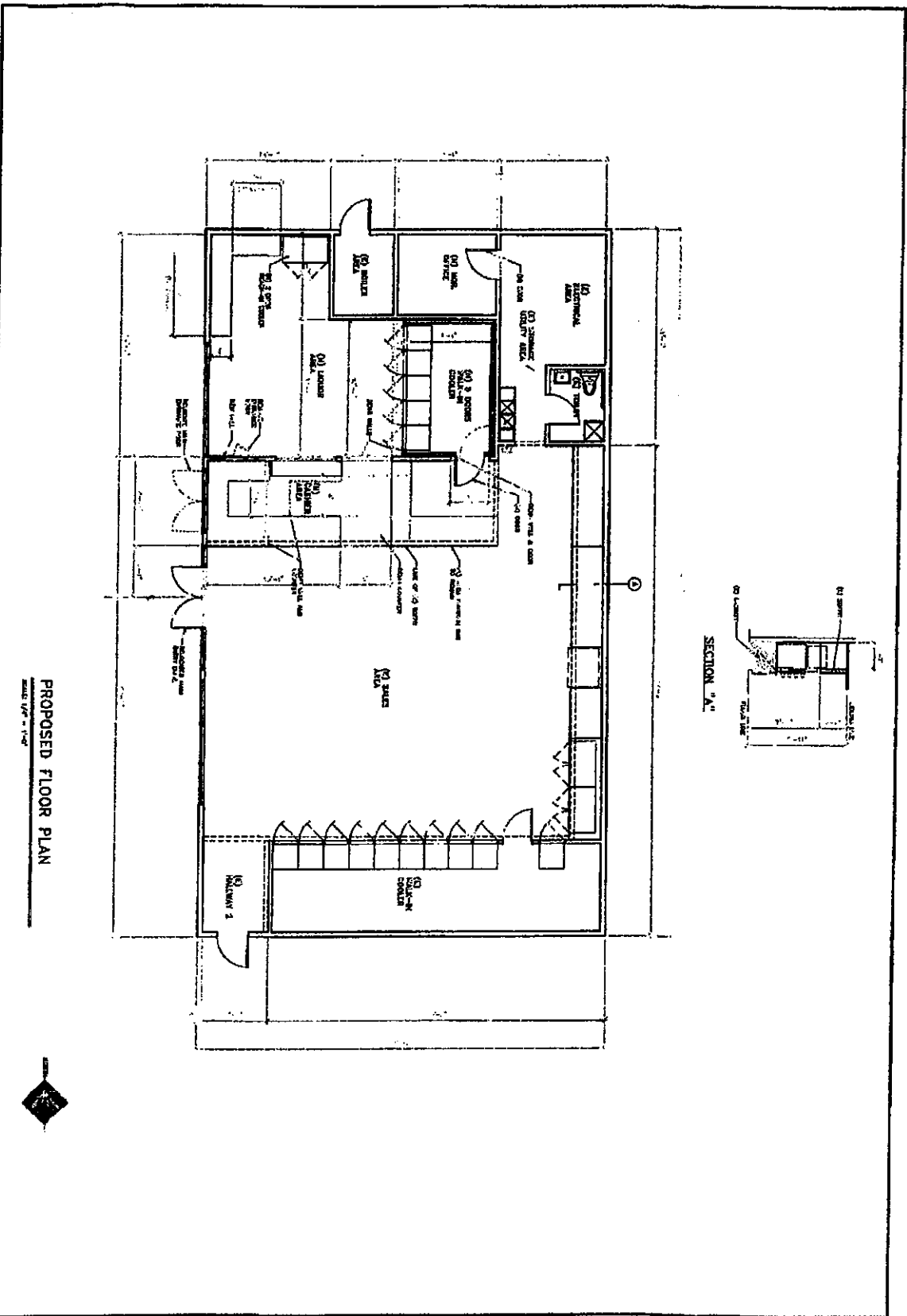
TESORO NORTHSTORE COMPANY

By:  *psn*
Charles S. Parrish
Senior Vice President, General Counsel
and Secretary

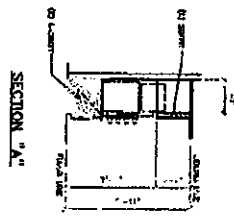
By: 
P. Scott Rammell
Assistant Secretary

RECEIVED
JAN 1 2009

THE CORPORATION OF ALASKA
STATE OF ALASKA



PROPOSED FLOOR PLAN
SCALE 1/8" = 1'-0"



Preliminary 1 08-08-10

NO.	REVISION
1	ISSUED FOR PERMIT
2	REVISED PER COMMENTS
3	REVISED PER COMMENTS
4	REVISED PER COMMENTS
5	REVISED PER COMMENTS
6	REVISED PER COMMENTS
7	REVISED PER COMMENTS
8	REVISED PER COMMENTS
9	REVISED PER COMMENTS
10	REVISED PER COMMENTS

DESIGNED BY	DATE
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

PROJECT	NO.
DATE	NO.

TESORO #30010
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ANCHORAGE, AK 99501

NO.	BY	DATE

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STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD

AFFIDAVIT IN CONNECTION WITH POSTING LIQUOR LICENSE APPLICATION
Alaska Statutes Title 4, Sections 04.11.260, 04.11.130, & 13 AAC 104.125

POSTING AFFIDAVIT

I, the undersigned, first duly sworn on oath, depose and say that:

1. a. Posting of application for a new _____ liquor license
for _____,
located at _____.

OR

b. Posting of application for transfer of a **package store** liquor license
currently issued to **Tesoro Northstore Company**, whose business name (d/b/a)
is **2Go Tesoro** located at **No Premise**.
(address and/or location)

2. Has been completed by me for the following 10 FULL day period:

_____ 08/24/2010 _____ to _____ 09/07/2010 _____

*** Prior to the filing of said application, a true copy of the application was posted at the following described locations (name and address of location)

a. Location of premises to be licensed **500 Hollywood Drive, Anchorage, Alaska 99501**

b. Other conspicuous location in the area **Post Office at 344 W. 3rd Ave, Anchorage, Alaska 99501**

3 I believe that with the approval of this application population would not at one time exceed in the aggregate of one license of the type requested for population as provided law. AS 04.11.400 (check one)

a. () a radius of five (5) miles of the proposed location.

b. () an incorporated city, organized borough or unified municipality.

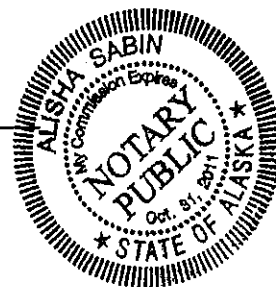
c. () does not apply (application filed under AS 04.11.400(d)(e)(g) or transfer of license holder or location within an incorporated or unified municipality or organized borough).

d. () established village.

(signature)

SUBSCRIBED and SWORN to me this day of 7th day of September, 2010.

Notary Public in and for Alaska
My commission expires: Oct 3, 2011



STATISTICS

2010 Cook Inlet Conference Football Leaders

Ranking

gle River 25-14, 25-21, 25-16.
Hanson also made 11 digs.
Molly Mathis generated five kills, four blocks and eight assists. Krysten Labracque added five kills and nine digs, and April Labracque contributed five kills and seven digs.
Eagle River's Alyssa Klameyer bagged 20 digs.

Service 3, West 0
Katelynn Zanders bombed 15 kills to spearhead Service's 25-18, 25-10, 25-15 CIC victory over visiting West.
Briana Mitchell aided

West 5, Diamond 4

West's narrow advantage in doubles play — the Eagles won three of five doubles matches — earned it a 5-4 victory at Diamond in Cook Inlet Conference tennis action Thursday.
The teams split four singles matches.

The lone match extended to a third-set tiebreaker came in girls No. 1 singles, where Diamond's Adrienne Fox defeated West's Grace Weinstein, 6-1, 3-6, 10-3.

West 5, Diamond 4
Boys singles No. 1 — Rendell Burghart, D. d. Reed

East 9, Eagle River 0

East won seven contested matches and the other two by forfeit to rack a 9-0 CIC vic-

pre 5-0 boys singles No. 2 — Robert Miller (S) d. Mitchell Spohn (S); 5-4 digs doubles No. 1 — Whitney Williams (S) d. Alexya Hafford (S); 5-0 digs doubles No. 2 — Jessica Miller (C) d. Mary Somers (S); 4-3 digs doubles No. 1 — Alex Elms/John Hahn (S) d. Dylan Billings/Brad Forster (S); 4-2 digs doubles No. 2 — Will Helmer/Amos Howard (S) d. Ben Shierliff/Peter/Julio Hahn (S); 4-3 digs doubles No. 1 — Fallon Hahn/Julio Hahn (S) d. Jesse Jones/Victoria Rose (S); 5-1 digs doubles No. 2 — Abby Grant/Franziska Rice (S) d. Garby Schimack/Sarah Mathew (S); 5-1 digs doubles — Uqayn Alheid/Sophie Host (S) d. Forrest Campbell/Rendell Burghart, 5-0, 6-1.

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The "Clue-O" meet added an unusual clue-collecting element to the usual control finding. Fifteen of the more than 75 competitors collected the necessary clues to determine Miss Scarlet killed Mr. Boddy in the library with the lead pipe.

Wednesday's results

Men — (1) Cory Smith, 1:10 (S); (2) Andrew Lee, 1:09; (3) Steve Gulin, 1:06; (4) Nathaniel Krupp, 1:01; (5) Regan Spaw, 0:59; (6) Eric Roloff, 0:58; (7) Dick Henricks, 0:56; (8) Nic Sedonquist, 0:54; (9) Michael Walker, 0:53; (10) Nicholas Penzance, 0:52; (11) Ivan Hodas, 0:50; (12) Gunnar Krupp, 0:49; (13) Philip Stuten, 0:48; (14) Chris

Uncommon Cents coin shop
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Located in the Trinity Barn Plaza
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open Tues-Sat 10am-5pm | 746-7887
uncommoncents@trinityonline.net

LIQUOR LICENSE TRANSFER
Tesoro Northshore Company, d/b/a Package Store Liquor License #2614, No Premises located at No Premises is applying for transfer of a Package Store AS 04.11.080(7) and 04.11.150 liquor license to Tesoro Northshore Company d/b/a Tesoro located at 500 Hollywood Drive, Anchorage, Alaska 99501.

Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 5848 E Tudor Rd, Anchorage AK 99507.
118210

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Anchorage Daily News

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WORK REPAIR

South's boys doubles team of Miller, Morrell win final match

Anchorage Daily News sports@adn.com

South's Robert Miller and Austin Morrell pulled out a close victory in the final match of the day Thursday, lifting the Wolverines to a narrow Cook Inlet Conference tennis win over Dimond.

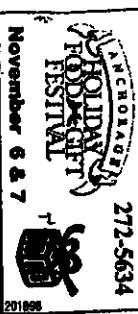
Miller and Morrell beat Dimond's Andrew Lastimoso and Russell Balyut 7-6, 6-3, a win that made the difference in South's 5-4 CIC team victory at the Dimond courts.

South 5, Dimond 4
Boys 1 singles - Bennett Burgett, D. d. Patrick Taylor, 6-0, 6-1. Boys 2 singles - Davis Orland, D. d. Logan Alford, 6-4, 7-6, 10-4. Girls 1 singles - Paden Finn, 5, d. Adrienne Fox, 6-2, 6-2. Girls 2 singles - Brandi Hinkle, 5, d. Sophie Frost, 2-6, 6-4, 10-6. Boys 1 doubles - Cal Mackinlay/Melita, 5, d. Kyle Moore/Matt Longacre, 6-0, 6-3. Boys 2 doubles - Robert Malle/Dustin Morrell, 5, d. Andrew Lastimoso/Russell Balyut, 7-5, 6-3. Girls 1 doubles - Whitney Williams/Taylor Heber, 5, d. Ariane Ingaldson/Esther Gustafson, 6-3, 7-5. Girls 2 doubles - Sheena Lee/Kate Mann, 0, d. Marcy Bowman/Janetca Riss, 6-0, 6-0. Mixed doubles - Eddie Lewis/Rea Cochran, 5, d. Nick Knicker/Emily Rom, 6-4, 6-2.

West 8, East 1

The West High tennis team knocked off East 8-1 Thursday afternoon to complete the first half of the CIC season with an unbeaten record. The Eagles won two match-

BOOTHS AVAILABLE
2772-5634
ANCHORAGE HOLIDAY FESTIVAL
November 6 & 7



es by default, capitalizing on an East lineup that was missing some top players because of a School Within a School academic program. Three other victories came by way of 6-0, 6-0 scores.

East's lone victory came in girls doubles, where Emma Nestlund and Julia Runley remained undefeated.

ER 6, Bartlett 2

Eagle River's Robert Spiller outlasted James Johnson of Bartlett in the No. 1 boys singles match at a CIC meet Wednesday. Spiller won 6-3, 6-4 to help

West 4, East 1
Boys singles #1 - John Hendrickson (W) d. Ryan Ross, 6-0, 6-3. Boys singles #2 - Reed Larson (W) d. Nathan Myers, 6-0, 6-0. Girls singles #1 - Jill Miska (W) won by default. Girls singles #2 - Jill Sherman (W) won by default. Girls singles #3 - Jack Gurnault/Coral (W) d. Elton Stevens/Tomas Reinhardt, 6-0, 6-0. Boys doubles #1 - Doug West/Jane Underhill (W) d. Geoffry/Kenyon Christian/Marcelle, 6-0, 6-0. Girls doubles #1 - Emma Nestlund/Julia Runley (C) d. Heather Johnson/Deanna Derrera (W) d. Suzanne Bonomo/Melissa McLean, 6-0, 6-1. Mixed doubles - John Gustafson/Whit Stead (W) d. Ryan Lee/Mitchell Taylor, 6-3, 7-5.

Chugiak 5, Service 4

Chugiak and Service waged a tense battle Thursday in CIC tennis, with two of the nine matches needing a tiebreaker before Chugiak eked out a 5-4 victory.

Each team won a thriller - Jesse Jones and Mo Ogden earned a 7-6, 3-6 (10-8) win for Chugiak in mixed doubles, and Suzanne Ward and Agnes Hong claimed a 6-0, 5-7 (10-8) win for Service in girls doubles.

Erica Keogh (S) d. Amanda Vidal, 6-0, 6-1. Girls singles #2 - Rachel Fore (C) d. Anna Korytko, 6-1, 6-2. Boys doubles #1 - Derek Kolond/Patrick Wolgen (S) d. Dylan Fuller/Brad Fisser, 6-0, 6-2. Boys doubles #2 - Kody Patrick/Alex Shierfite (C) d. Phillip Cuzzon/Brandon Hong (S) d. Dan Schimke/Sarah Matthews, 6-0, 5-7, 10-8. Girls doubles #1 - Suzanne Ward/Agnes Hong (S) d. Dani Schimke/Sarah Matthews, 6-0, 5-7, 10-8. Girls doubles #2 - Kendall Banister/Makyla Huffman (C) d. Colleen Hayes/Sarahanna Moorhead, 6-1, 6-3. Mixed doubles - Jesse Jones/Mo Ogden (C) d. Jane Pritikin/David Chavez, 7-6, 3-6, 10-8.

PREP GYMNASTICS

Randolph, South win
Kallie Randolph won three events and claimed the all-around with 34.025 points to help South capture a season-opening win over Service and Bartlett at Cook Inlet Conference gymnastics meet at South.

PREP VOLLEYBALL
East wins in four sets
East's Wanda Poleo racked up 12 kills and 18 digs to lead the Thunderbirds to a four-20-25, 25-12, 25-10, 25-20 victory over West in a Cook Inlet Conference volleyball match Thursday.

LIQUOR LICENSE TRANSFER
Tesoro Northshore Company, d/b/a Package Store Liquor License #2614, No Premises is applying for transfer of a Package Store AS 04.11.08077 and 04.11.150 liquor license to Tesoro Northshore Company d/b/a 260 Tesoro located at 500 Hollywood Drive, Anchorage, Alaska 99501.

SILVER SALMON SPECIAL FOR SEPTEMBER

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\$84.99 pp
Silver Salmon Fishing on the Kenai
Free accommodation near the river
Free fishing/coffee
Value approx. \$300 pp
KING OF THE RIVER 1-800-478-9901

Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 9948 E. Tudor Rd, Anchorage AK 99507.

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90 Elm 2172, Soldotna, AK
(907) 267-4018 • (907) 267-4019
www.kenairiverguides.com



* Anchorage Daily

visiting...
 The police report, which did not name Brady, said the driver of the Audi had no visible injuries and was evaluated by Emergency Medical Services. It said a 49-year-old passenger had to be freed with the jaws of Life and was taken to a hospital.

Rodrigues' driver's license had been suspended at least five times in three years, Massachusetts Registry of Motor Vehicles spokeswoman Ann Dufresne said. Last year, his license was suspended for 180 days after he was arrested for operating under the influence and refused to take a blood-alcohol test, Dufresne said. RMV records also show that Rodrigues had been charged with a number of moving and traffic violations. A telephone listing for Ro-

20 to 30 yards to teammates. "I want to thank the safety personnel for their service, and express our concern and support for the well-being of the occupants of the other vehicle," Brady's agent, Don Yee, said in a statement.

LINE: IND by 2
WHEN: 9 a.m. Sunday
 I know all of the factors that make you think I'm insane here. That Indy is a Super Bowl have despite an 0-4 preseason. That Peyton is still Peyton. That Colts have utterly OWNED Houston, leading all-time series 15-1. I also am acutely aware the Texans are one of only three teams (Bills, Lions) with zero playoff appearances since realignment in 2002, while Nags have gorged on seven straight 12-win years. Nevertheless I'm saddling a home dog that has enough offense to fly with Indy

LINE: IND by 2
WHEN: 12:15 p.m. Sunday
 Tough call, because teams haven't met since 2007 and because — careful what you wish for, Philly fans! — we still don't know about QB Kevin Kolb entering his third career start. I think Gee Bees look like best team in NFL right now, so I'll stick with my pick even in a challenging road venue.
COTE: GB 27-21

LINE: SF by 3
SAN FRANCISCO (0-0) AT SEATTLE (0-0)
WHEN: 12:15 p.m. Sunday
 Rivers is 20-4 within his division, and rookie RB Ryan Mathews is going to make departed Ladanian Tomlinson a lot easier to forget. Chiefs are improved but not yet in SD's class.
COTE: SD 31-16
 Greg Cote writes an NFL picks column for The Miami Herald.

NFL

Friday, September 10, 2010

LIQUOR LICENSE TRANSFER
 Tesoro Northstore Company, d/b/a Package Store Liquor License #2614, No Premises located at No Premises is applying for transfer of a Package Store AS 04.11.080(7) and 04.11.150 liquor license to Tesoro Northstore Company d/b/a 2Go Tesoro located at 500 Hollywood Drive, Anchorage, Alaska 99501.
 Interested persons should submit written comment to their local governing body, the applicant and to the Alcoholic Beverage Control Board at 5848 E Tudor Rd, Anchorage AK 99507.
 118763

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 118762

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Seward Overnight Trip
 5-hour Kenai Fjords Cruise
 Alaska Sealife Center Admission
 One night stay at Holiday Inn Express
 Major Marine Tours, Alaska Sealife Center, and the Holiday Inn Express invite you to Seward for a fun filled overnight excursion! Includes 5-hour Kenai Fjords Cruise with Major Marine Tours including salmon and prime rib meal, an Alaska Sealife Center admission, and one night's accommodation at the Holiday Inn Express.
 Starting at **\$129**
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 majormarine.com
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 Salmon and prime rib meal served onboard the cruise. Ask about our cruise only specials. No changes or refunds. Packages available through September 26, 2010.
 430510



Municipality of Anchorage
Planning Department
 Counter Sales and Fees

Planning

Employee: Patty Long

4700 Elmore Road

Anchorage, AK 99504-

Phone: (907) 343-7931 Fax: (907) 249-7541

Invoice Date: 10/25/2010	Customer Name:	01 05 137014 10/25/10 02:21PM
Invoice Number: 2425	Type of Case: Zoning	052 Plannins/Zonins Fee \$1,000.00
Order Date: 10/25/2010		

Bill To:

Tesoro Northstore

Anchorage,

Product Name	Quantity	Unit	Unit Price	Discount	Total	Key
Liquor-Site Plan/CU Base Fee (& add amount per sq ft NTE \$4,000)	1.00	Base Fee	\$1,000.00	01 \$0.00 05 137014 10/25/10 02:21PM	\$1,000.00	052 Plannins/Zoning Fee \$910.50
Case Number: 2010-140						
Comment: No Remarks or Comments						
Liquor-Site Plan/CU Package store license (NTE \$4,000)	607.00	sq. ft	\$1.50	\$0.00	\$910.50	52
Case Number: 2010-140						
Comment: No Remarks or Comments						

Total Due: \$1,910.50

PLEASE PAY AT CASHIER
 (Next to the Building Safety Check-in Station)

Receipt #: _____

Cash: _____
 Check: _____
 Charge: _____

Void: <input type="checkbox"/> Reason: _____
Supervisory Approval: _____



Municipality of Anchorage
Planning Department
Counter Sales and Fees

Planning
 4700 Elmore Road
 Anchorage, AK 99504-
 Phone: (907) 343-7931 Fax: (907) 249-7541

Employee: Patty Long
 10/25/2010 02:21PM
 052 Plannings/Zonings Fee \$1,000.00

Invoice Date: 10/25/2010	Customer Name:
Invoice Number: 2425	Type of Case: Zoning
Order Date: 10/25/2010	

Bill To:
 Tesoro Northstore

Anchorage,

Product Name	Quantity	Unit	Unit Price	Discount	Total	Key
Liquor-Site Plan/CU Base Fee (& add amount per sq ft NTE \$4,000)	1.00	Base Fee	\$1,000.00	\$0.00	\$1,000.00	52
<i>Case Number:</i> 2010-140						
<i>Comment:</i> No Remarks or Comments						
Liquor-Site Plan/CU Package store license (NTE \$4,000)	607.00	sq. ft	\$1.50	\$0.00	\$910.50	52
<i>Case Number:</i> 2010-140						
<i>Comment:</i> No Remarks or Comments						

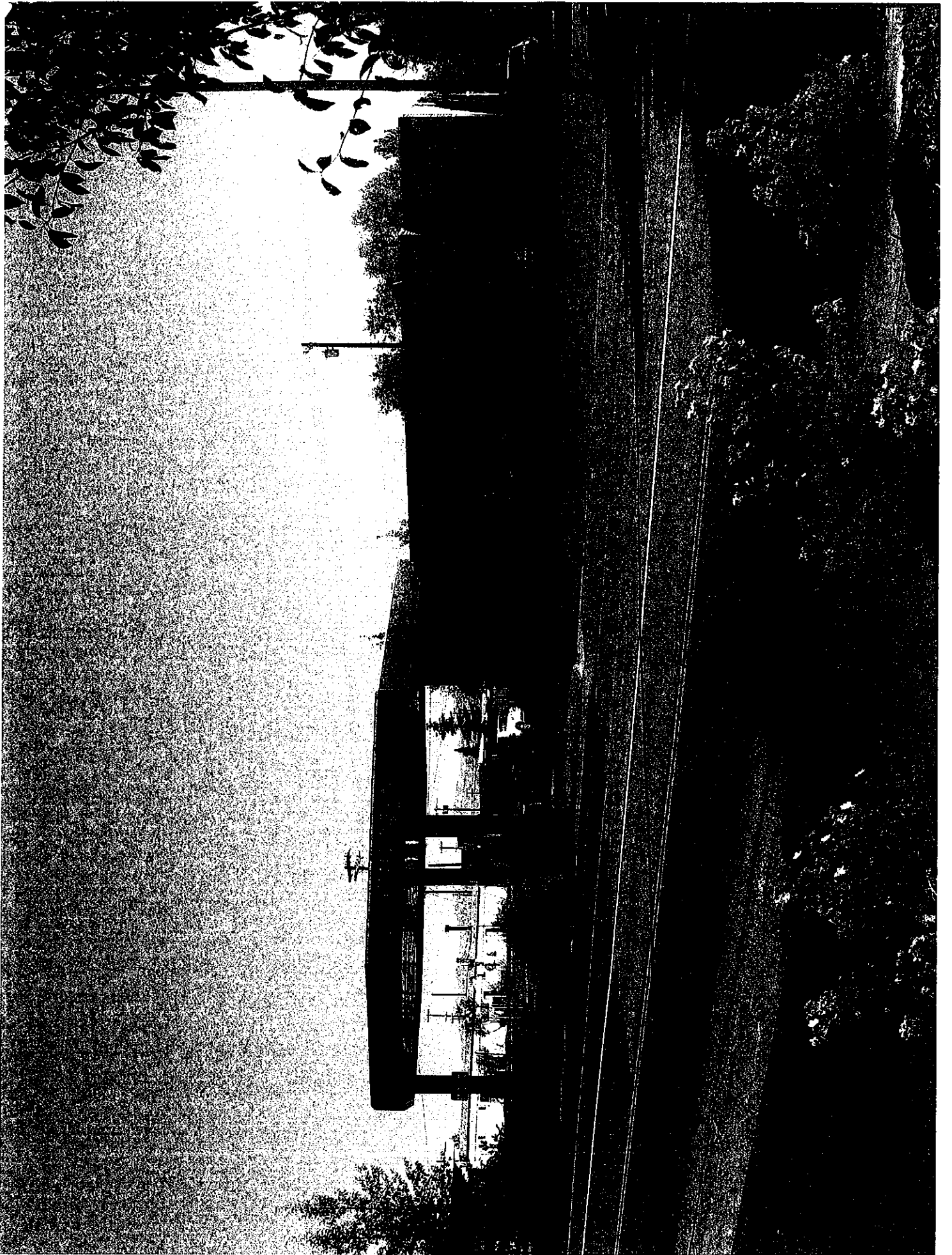
Total Due: \$1,910.50

PLEASE PAY AT CASHIER
 (Next to the Building Safety Check-in Station)

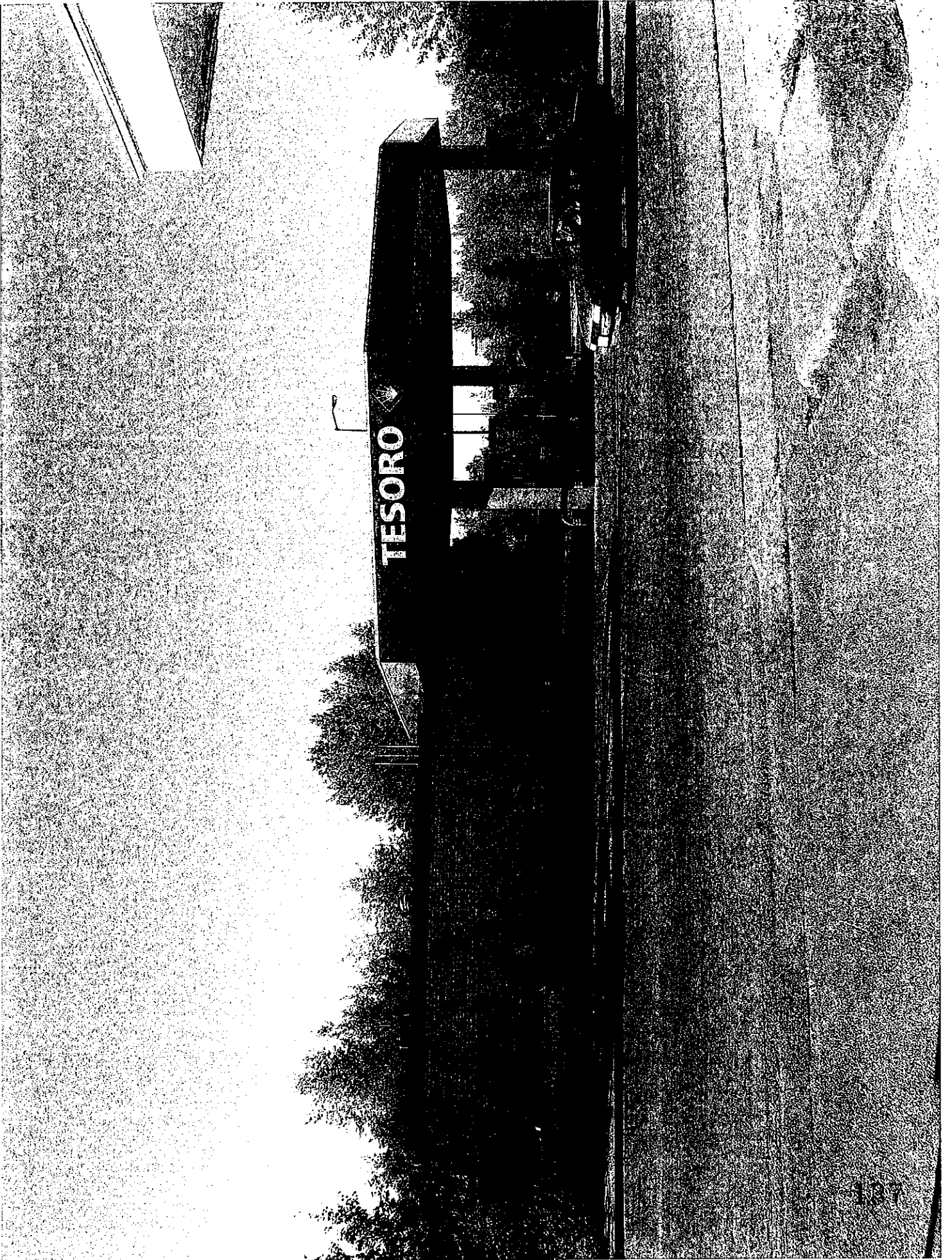
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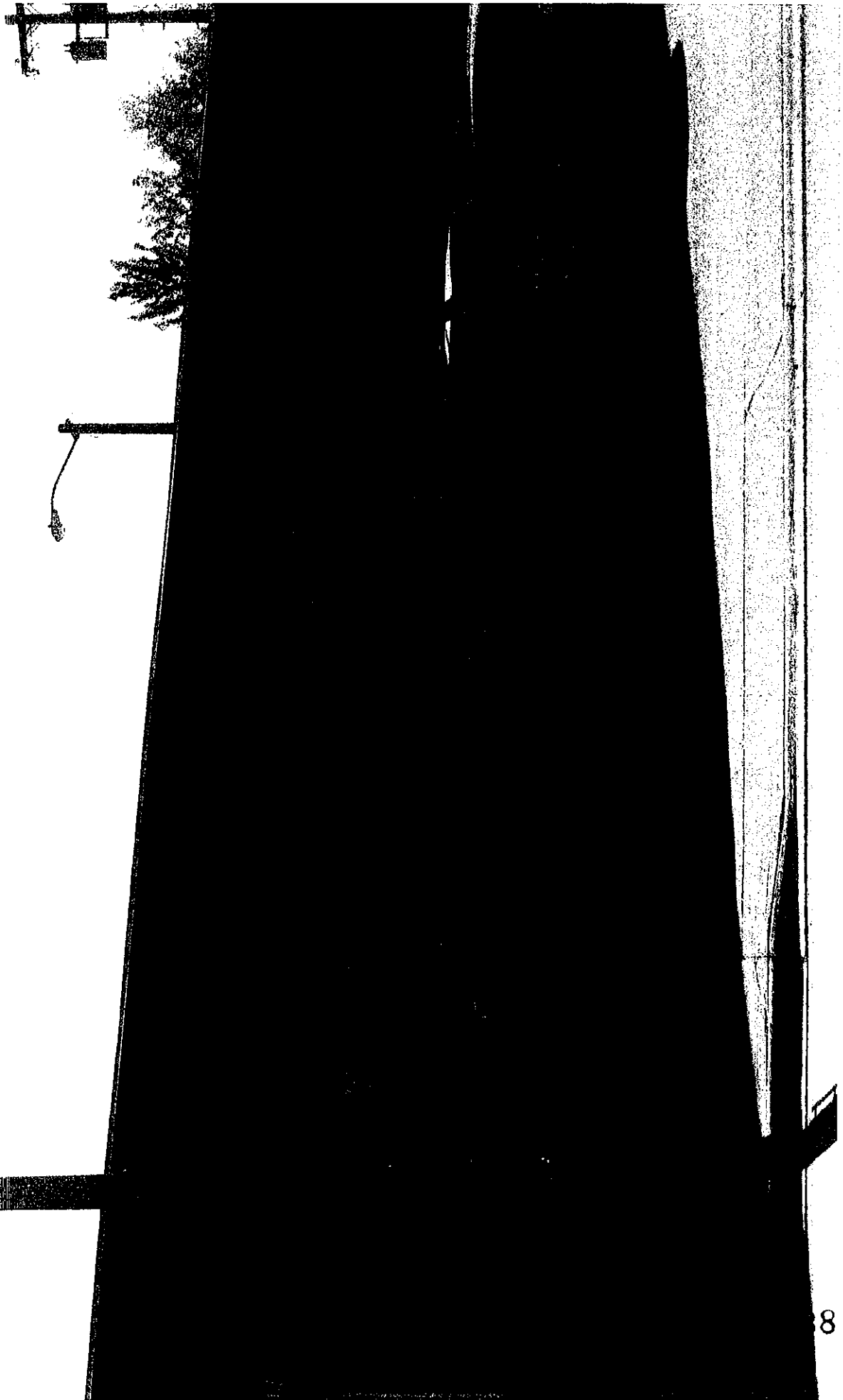
Cash: _____
 Check: _____
 Charge: _____

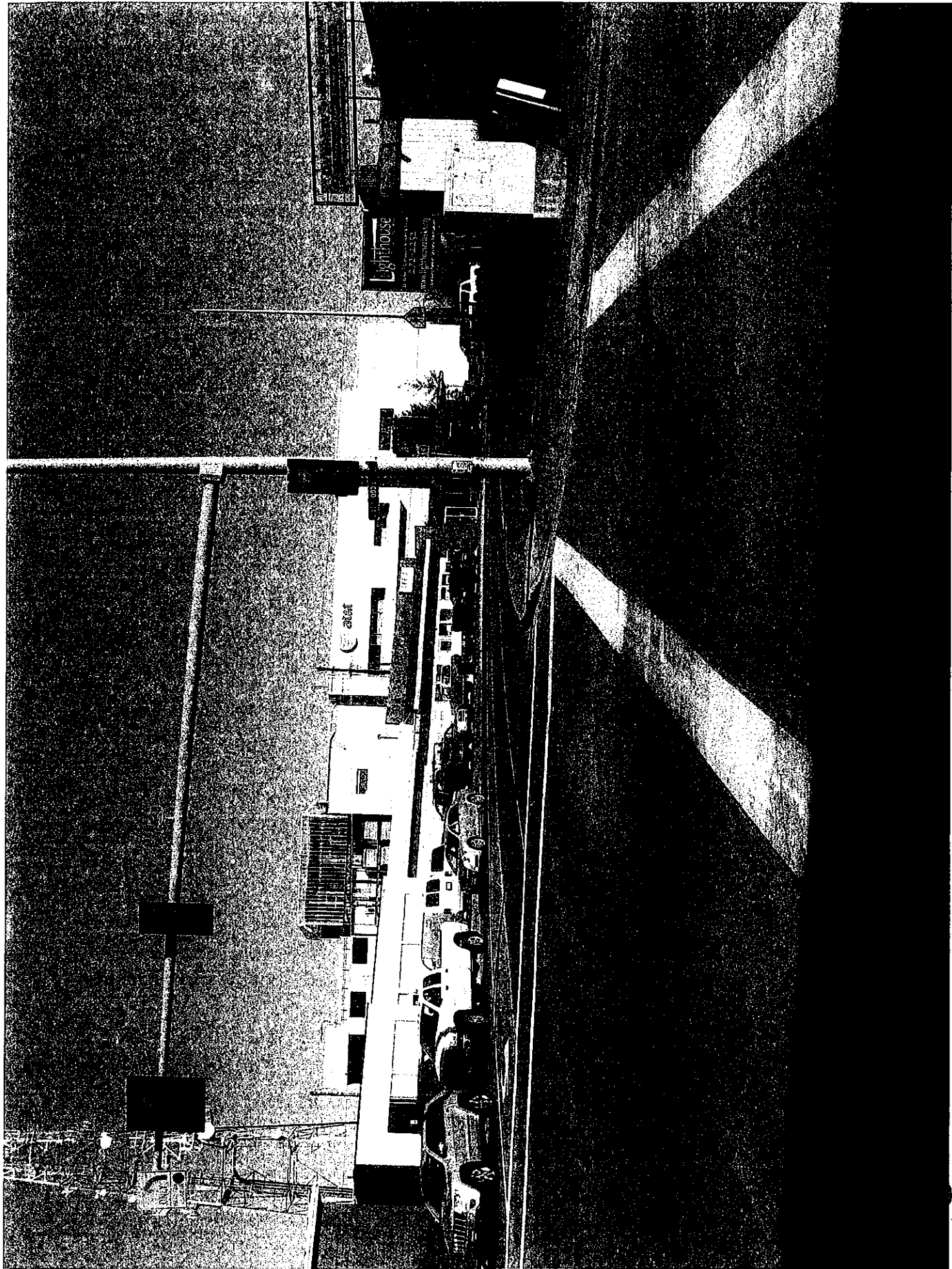
Void: <input type="checkbox"/> Reason: _____
Supervisory Approval: _____

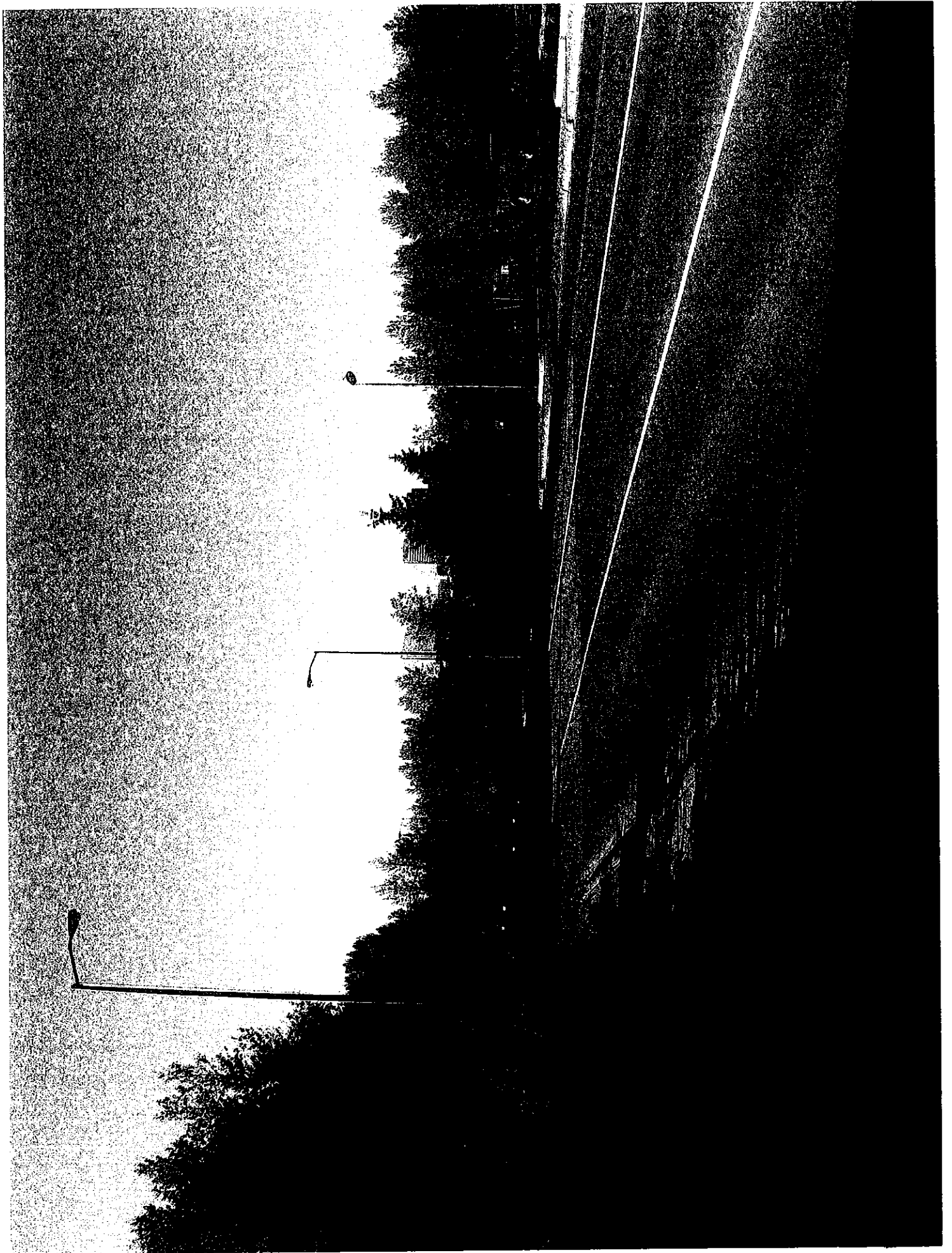


TESORO





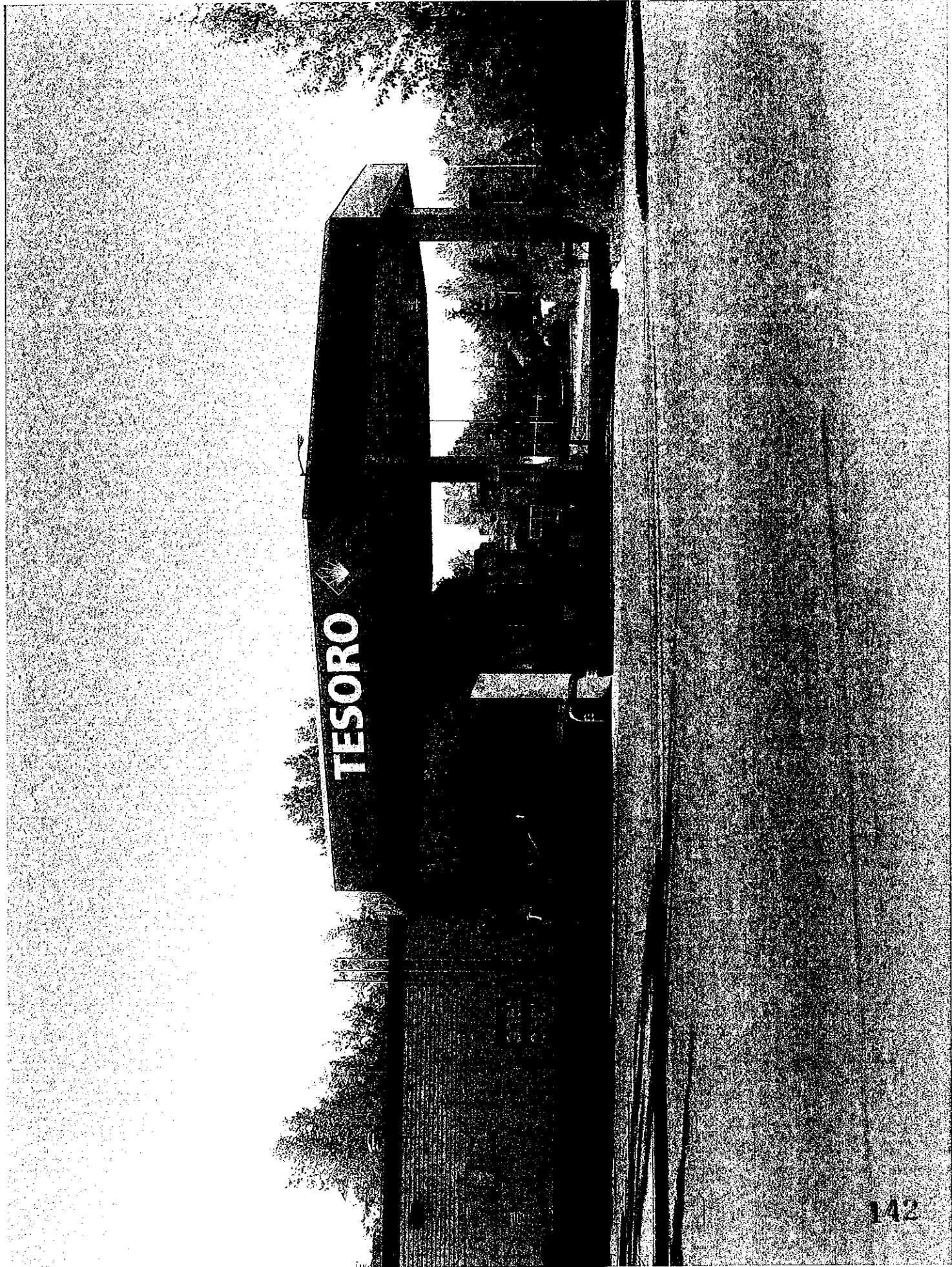




TESORO



335 350

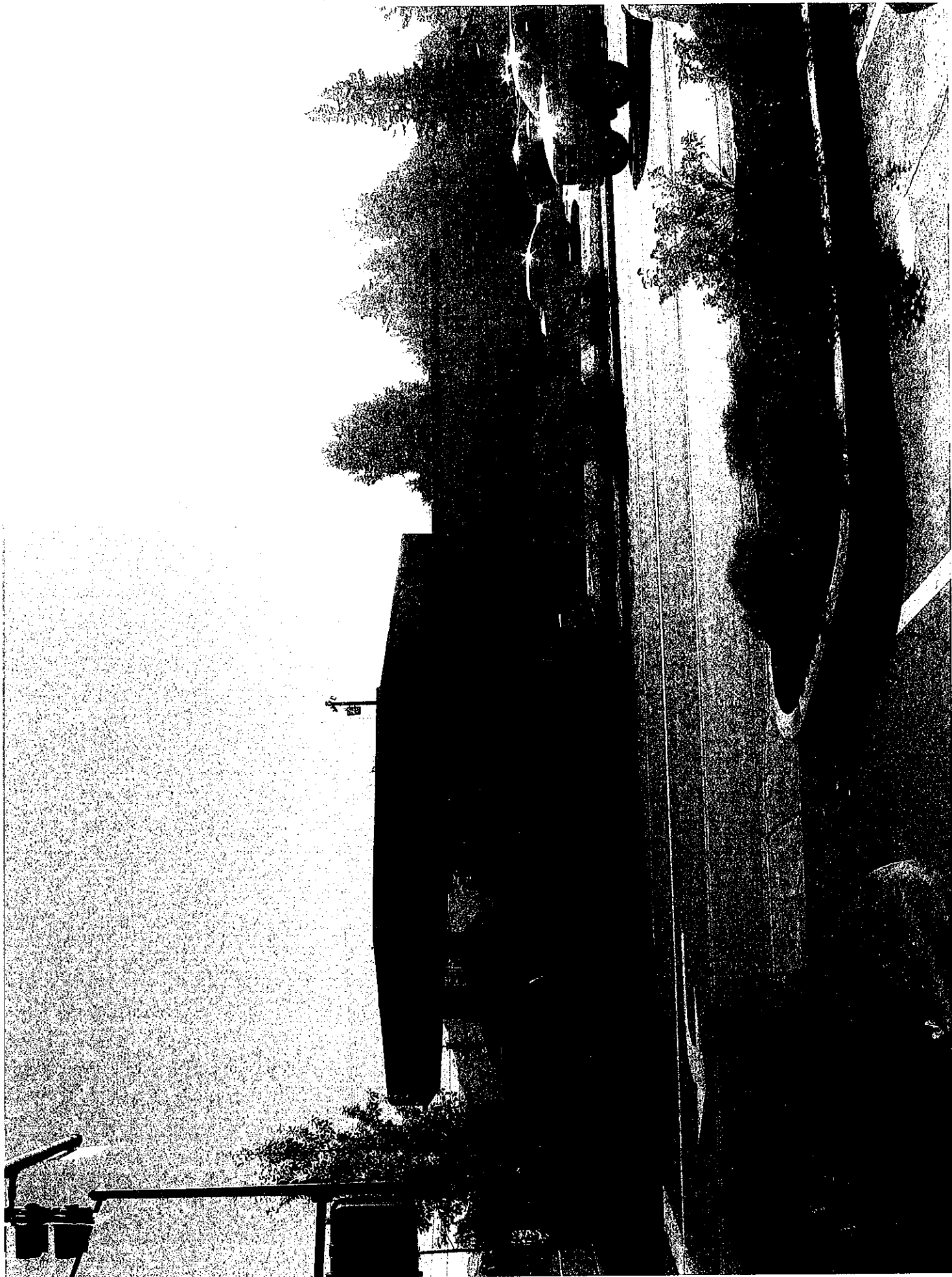


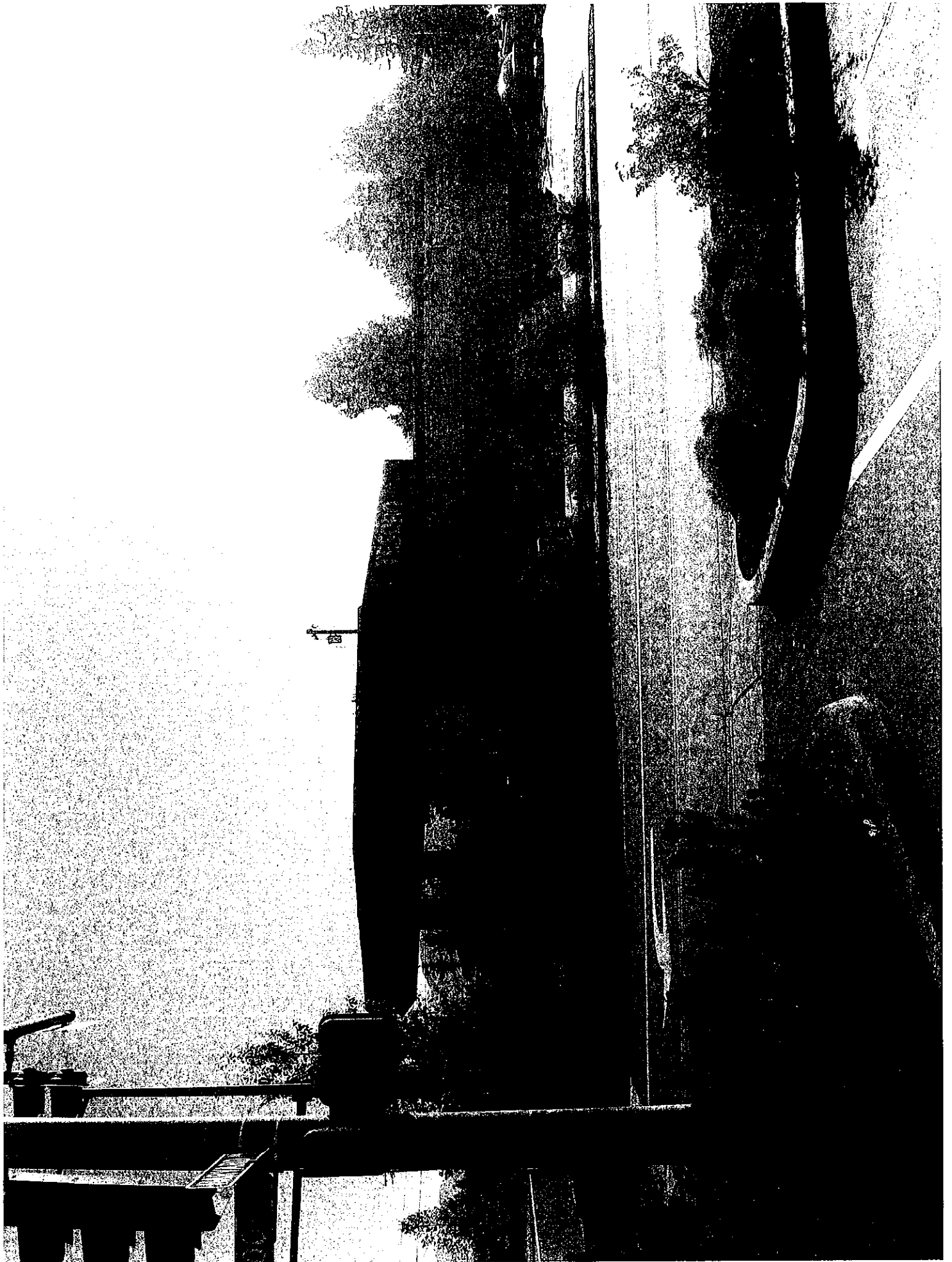


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3	3	5	5

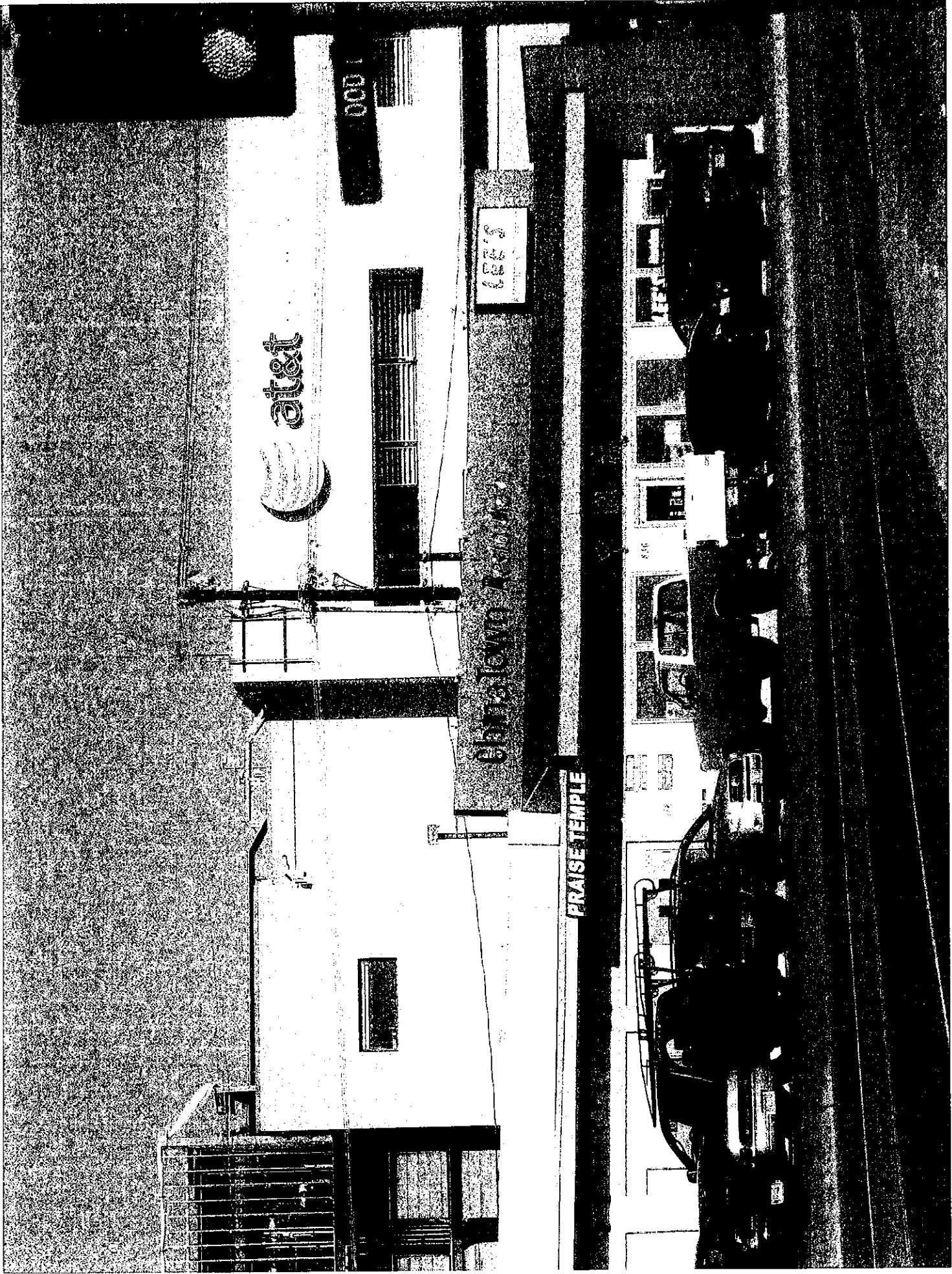










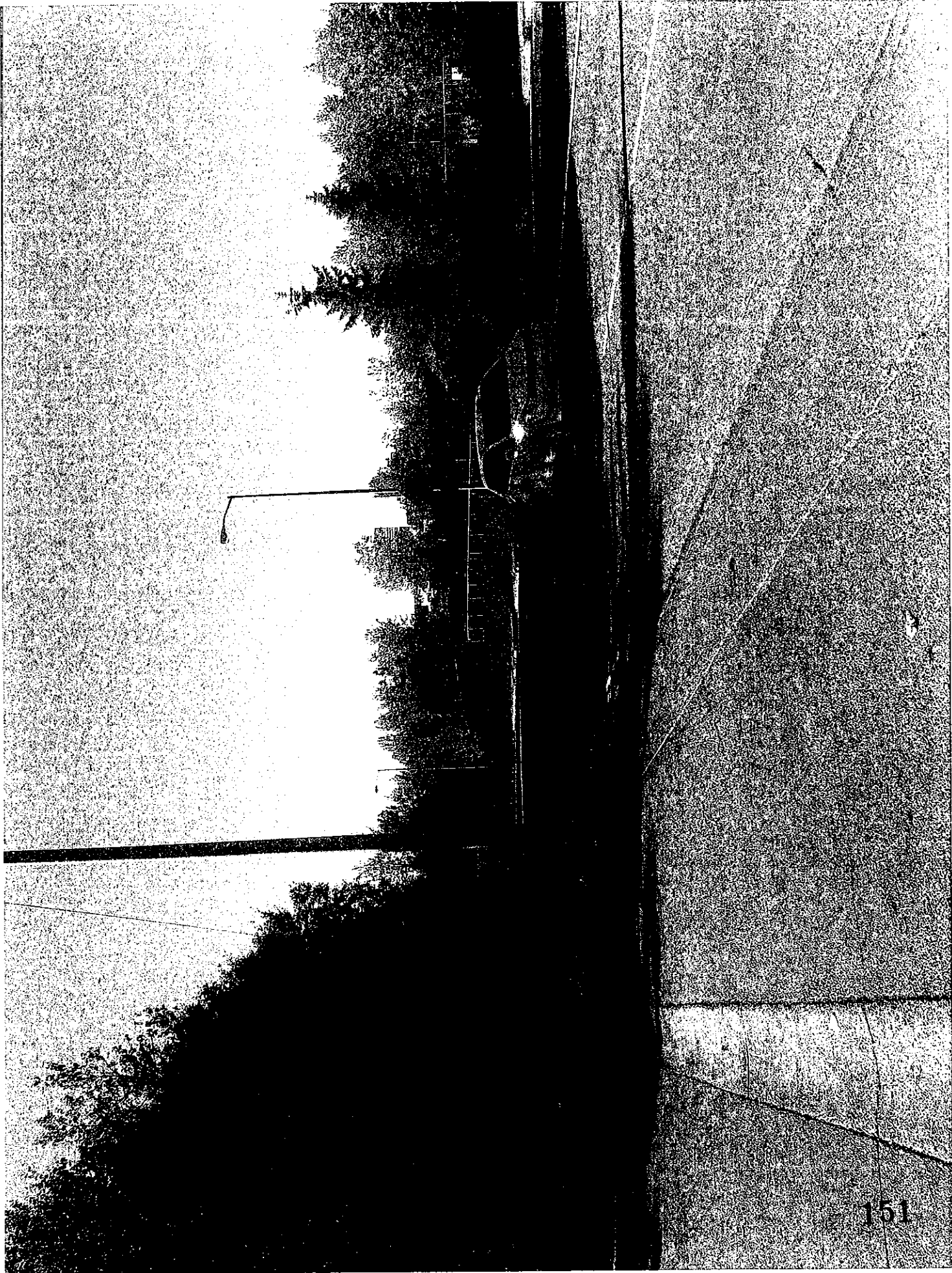


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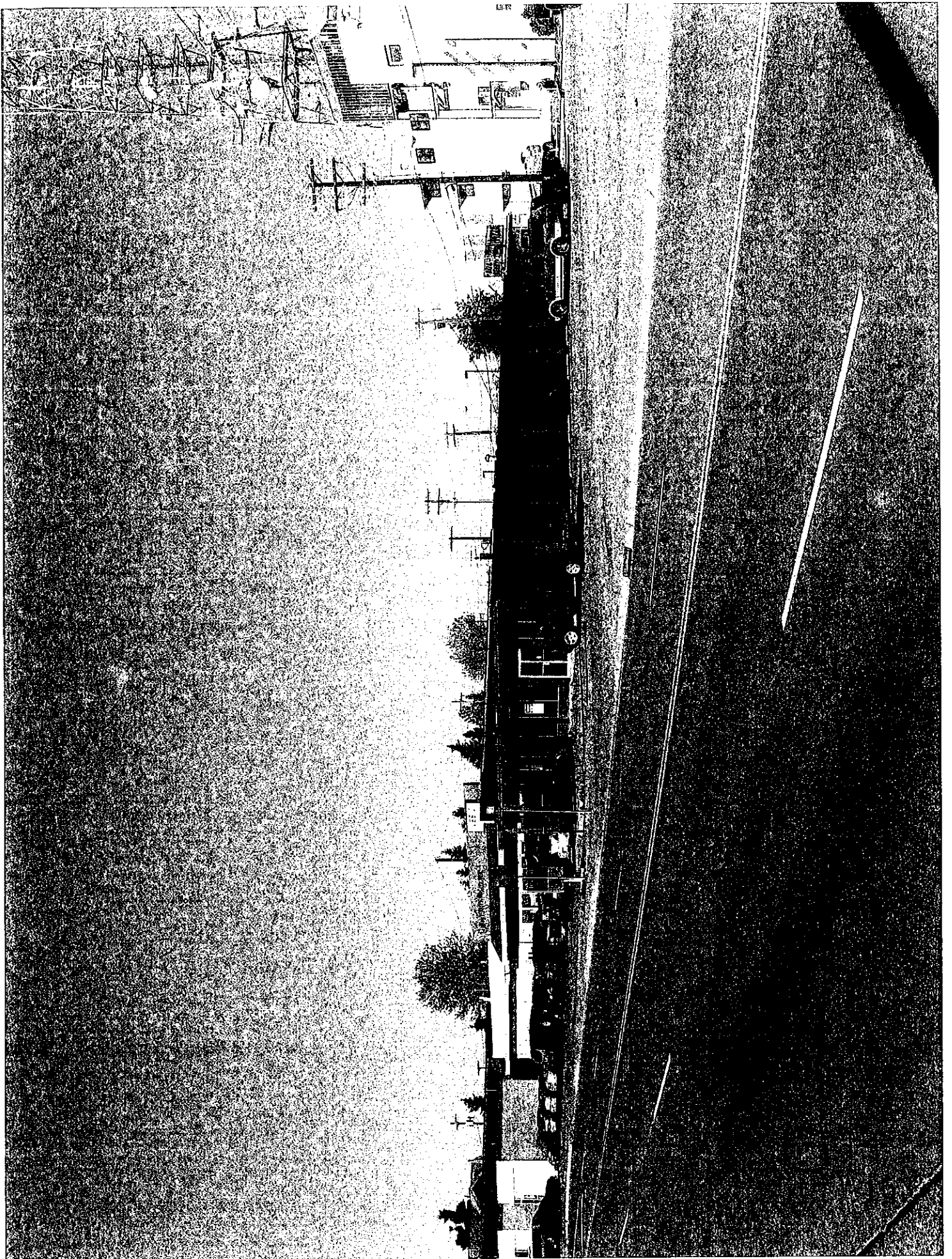
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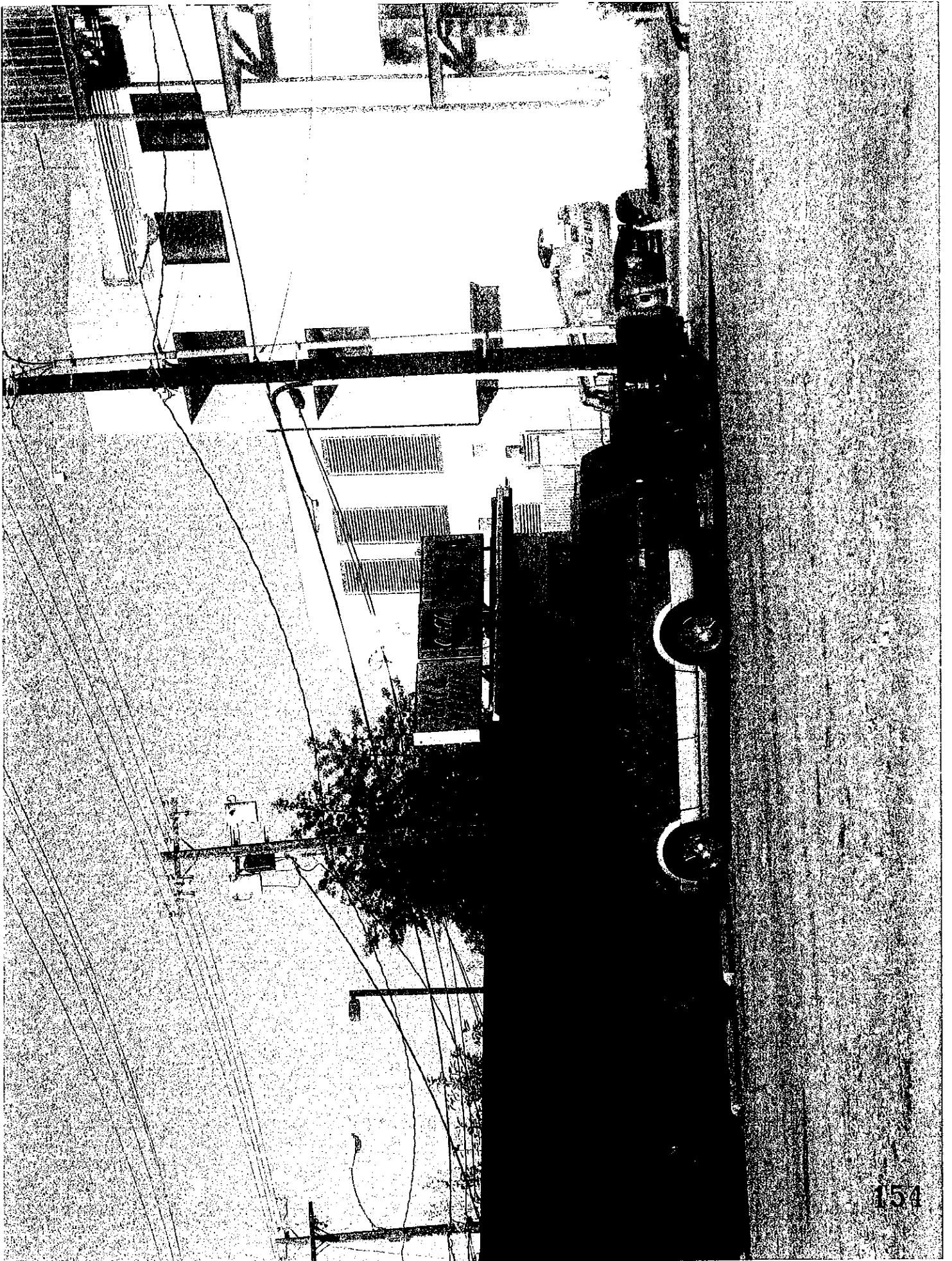
CHRISTIANITY & LIBERTY

PRAISE TEMPLE









5

POSTING

AFFIDAVIT



HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC
ATTORNEYS AT LAW

RECEIVED

NOV 1 @ 2010

November 10, 2010

Direct Dial:
(907) 263-8255
E-Mail: fodsens@hglawfirm.net

Jill Graves, Meeting Records Administrator
Zoning & Planning Division
Municipality of Anchorage
4700 Elmore Road
Anchorage, AK 99507

Via Hand Delivery

RE: Case Number 2010-140; Conditional Use Permit Application; Transfer of Tesoro Northstore Company No Premise Package Store License No. 2614 to 500 Hollywood Drive, Anchorage, Alaska; Our File No. 462-1

Dear Jill:

Enclosed please find the completed Affidavit of Posting in the referenced matter.

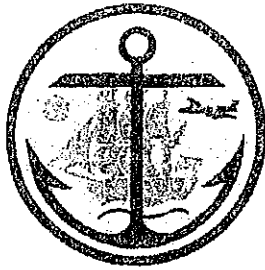
Sincerely,

HUGHES GORSKI SEEDORF
ODSEN & TERVOOREN, LLC

By

Frederick J. Odsen

FJO:pab:292878
Enclosure



RECEIVED

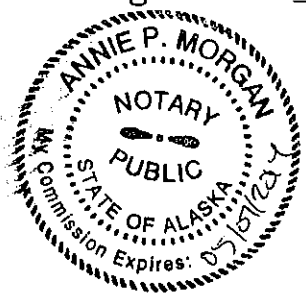
NOV 1 0 2010

AFFIDAVIT OF POSTING

Case Number: 2010-140

I, DANIEL R. HEITMAN, hereby certify that I have posted a **Notice of Public Hearing** as prescribed by Anchorage Municipal Code 21.15.005 on the property that I have petitioned for Alcohol Conditional Use. The notice was posted on 11/9/10 which is at least 21 days prior to the public hearing on this petition. I acknowledge this Notice(s) must be posted in plain sight and displayed until all public hearings have been completed.

Affirmed and signed this 9th day of November, 2010.



Annie P. Morgan
Signature

LEGAL DESCRIPTION

Tract or Lot 1A
Block 6
Subdivision East Government Hill

6

HISTORICAL INFORMATION

Parcels--Basic Layers

Tue Nov 23, 13:25:13, 2010

Map: Parcels--Basic Layers



Scale 1:6000

Legend:

- Txt STREET_NAME
- PARCELS



PARCEL INFORMATION

APPRAISAL INFORMATION

Legal EAST GOVERNMENT HILL
BLK 6 LT 1A

Parcel 002-045-22-000
Owner ARR

01

Descr LEASEHOLD MASTER
Site Addr 500 HOLLYWOOD DR

POUCH 7-2111
ANCHORAGE

AK 99510 0000

RELATED CAMA PARCELS

Related Parcel(s)	XRef Type	Leased Parcels
00204517000	Q	L

Cross Reference (XRef) Type Legend
Econ. Link
 E = Old to New
 I = New to Old
Replat
 R = Old to New
 F = New to Old
Uncouple
 U = Old to New
 Q = New to Old
Renumber
 N = New to Old
 X = Old to New
Combine
 C = New to Old
 P = Old to New
Lease
 L = GIS to Lease
 M = Lease to GIS

Get "Type" explanation
Bring up this form focused on the related parcel

REZONE

2010-140

Case Number 2010-140 # of Parcels 2 Hearing Date 10/25/2010
 Case Type Assembly conditional use for an alcoholic beverage package store
 Legal An alcoholic beverage conditional use for a package store. Tesoro Northstore. East Government Hill Subdivision of the Alaska Railroad, Block 6 Lot 1A. Generally located east of East Loop Road and south of Hollywood Drive.

PLAT

Case Number Action Type Grid Proposed Lots 0 Existing Lots
 Action Date
 Legal

PERMITS

07 6195

Permit Number 07 6195
 Project
 Work Desc Install sewage lift station, control
 Use U UTILITY, MISCELLANEOUS, COMM

BZAP

Action No.
 Action Date
 Resolution
 Status
 Type

ALCOHOL LICENSE

Business Address Applicants Name Conditions
 License Type Status

PARCEL INFORMATION

OWNER
 ARR
 POUCH 7-2111
 ANCHORAGE AK 99510 0000
 Deed 0000 0000000
 CHANGES: Deed Date Mar 26, 1987
 Name Date Oct 07, 1998
 Address Date Jan 01, 1984

PARCEL
 Parcel ID 002-045-22-000
 Status
 Renumbr ID 002-045-17-00000
 Site Addr 500 HOLLYWOOD DR
 Comm Concl GOVERNMENT HILL
 Comments
 # 01

TAX INFO
 2010 Tax 0.00 Balance 0.00 District 001

LEGAL
 EAST GOVERNMENT HILL
 BLK 6LT 1A
 Unit SQFT 15,583
 Plat 860238
 Zone B1A Grid SW1131

HISTORY

	Year	Building	Land	Total
Assmt Final	2008	0	0	0
Assmt Final	2009	0	0	0
Assmt Final	2010	0	0	0
Exemptions	STATE			0
State Credit				0
Tax Final				0

PROPERTY INFO

#	Type	Land Use
01	COMMERCIAL	LEASEHOLD MASTER

SALES DATA

Mon	Year	Price	Source	Type
01	1997	105,185	APPRAI	LAND SALE

LAND & COMMON PARCEL INFORMATION

APPRAISAL INFORMATION

Legal EAST GOVERNMENT HILL
BLK 6 LT 1A

Parcel 002-045-22-000

01 of 01

Owner ARR

Site Addr 500 HOLLYWOOD DR

POUCH 7-2111
ANCHORAGE

AK 99510

LAND INFORMATION

Land Use LEASEHOLD MASTER
Class COMMERCIAL
Living Units 000
Community Council 013 GOVERNMENT HILL
Entry: Year/Quality 12 1986 EXTERIOR
06 1997 INTERIOR
Access Quality GOOD
Access Type
Leasehold Y (Y=Leasehold)
Drainage GOOD
Front Traffic HIGH
Street PAVED CURB & GUTTER
Topography EVEN LEVEL
Utilities PUBLIC WATER PURIFIC SWFR
Wellsite
Wet Land

CONDOMINIUM INFORMATION

Common Area 0
Undivided Interest 0.00

RESIDENTIAL INVENTORY

APPRAISAL INFORMATION

Legal EAST GOVERNMENT HILL
 Site Addr 500 HOLLYWOOD DR
 Property Info # Descr LEASEHOLD MASTER

Parcel 002-045-22-000 # 01 of 01
 Owner ARR

01

RESIDENTIAL STRUCTURE INFORMATION

Style	Story Height
Exterior Walls	Total Rooms
Year Built	Bed Rooms
Remodeled	Recreation Rooms
Effective Year Built	Full Baths
Heat Type	Half Baths
Heat System	Additional Fixtures
Fuel Heat Type	Fireplace Stacks
Extra Value	Openings
Grade	Free Standing
Cost&Design Factor	E-Z Set Fireplace
Condition	

AREA

1st Floor
 2nd Floor
 3rd Floor
 Half Floor
 Attic Area
 Recroom Area
 Basement
 Finished Basement
 Basement Garage
 Total Living Area

CONDOMINIUM INFO

Condo Style
 Condo Level

ADDITIONS

Basement	1st Floor	2nd Floor	3rd Floor	Area

OTHER BUILDINGS & YARD IMPROVEMENTS

Type	Qty	Yr Built	Size	Grade	Condition

COMMERCIAL INVENTORY

APPRAISAL INFORMATION		Parcel 002-045-22-000	# 01 of 01	01
Legal EAST GOVERNMENT HILL BLK 6LT 1A		Owner ARR		#
Site Addr 500 HOLLYWOOD DR		POUCH 7-2111	AK 99510	
Prop Info # LEASEHOLD MASTER		ANCHORAGE		

BUILDING INFORMATION		Property Information # 01
Structure Type		Building Number
Building SQFT		Identical Units
Year Built	Effective Year Built	Number of Units
Grade		

INTERIOR DATA							
Floor	Level	Partitions	Heat System	Air Conditioner	Plumbing	Physical Condition	Functional

EXTERIOR DATA							
Floor	Level	Size	Perim	Use Type	Hgt	Wall Type	Const Type

BUILDING OTHER FEATURES - ATTACHED IMPROVEMENTS			
Type	Qty	Size1	Size2

OTHER BUILDINGS AND YARD IMPROVEMENTS					
Type	Size/Amt	Units	Yr/Built	Condition	Funct/Utility

BUILDING PERMIT INFORMATION

APPRAISAL INFORMATION

Legal EAST GOVERNMENT HILL
BLK 6 LT 1A

Parcel 002-045-22-000

01 of 01

01

Owner ARR

Prop Info # LEASEHOLD MASTER
Site Addr 500 HOLLYWOOD DR

POUCH 7-2111
ANCHORAGE AK 99510

BUILDING PERMITS

Permit # 07 6195

Class Type C

Class Use U UTILITY, MISCELLANEOUS, COMM

Date Nov 06, 2007

Address HOLLYWOOD DRIVE & IVY STREET

Cond Occ/Occ 00000000 | 20081201

Certification

Contract Type GENERAL CONTRACTOR

Name HOT WIRE ELECTRIC INC.

E-mail Cell 244-7673 trov@hotwireelectric.com

Phone (907) 258-9473

Fax (907) 278-8769

Address 2100 E 63RD AVE.

City/State/Zip ANCHORAGE AK 99507-

Project

Sewer / Water PUBLIC | PUBLIC

Work Type ALTERATION

Work Install sewage lift station, control

Description

CASES

2010-140

Case Number 2010-140

of Parcels 2

Hearing Date Monday, October 25, 2010

PERMIT COMMENT

OWNER HISTORY

APPRAISAL INFORMATION

Legal EAST GOVERNMENT HILL
BLK 6 LT 1A

Parcel 002-045-22-000

01 of 01

01

Property Info # Descr LEASEHOLD MASTER

Site Address 500 HOLLYWOOD DR

Current 03/26/87 ARR POUCH 7-2111 ANCHORAGE AK 99510 0000	3rd //
Prev //	4th //
2nd //	5th //

ON-SITE WATER \ WASTE WATER

APPRAISAL INFORMATION

Legal EAST GOVERNMENT HILL
BLK 6 LT 1A

Parcel 002-045-22-000

01 of 01

Owner ARR

01

Site Addr 500 HOLLYWOOD DR
Land Use LEASEHOLD MASTER

POUCH 7-2111
ANCHORAGE

AK 99510

ON-SITE PERMITS

Permit(s)

--

Permit Number
Date Issued
Permit Bedrooms
Permit Type
Private Well Request
Privy Request
Septic Tank Request
Status

AS BUILT

AS Built Permit
Inspected Date
Well Permit Type
Well Depth
Well H2O Level
Well Yield
Tank Type
Work Type

SPECIAL ASSESSMENTS

APPRAISAL INFORMATION

Legal EAST GOVERNMENT HILL
BLK 6 LT 1A

Parcel 002-045-22-000 # 01 of 01

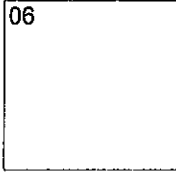
Owner ARR

Site Addr 500 HOLLYWOOD DR
Prop Info # LEASEHOLD MASTER

POUCH 7-2111 ANCHORAGE AK 99510

ASSESSMENT

Assessment 06

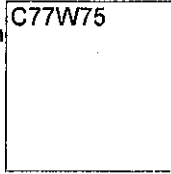


Description WATER - CITY

Assessment Area 0
Original Assessment 0.00
Original Principal 0.00
Annual Payment 0.00
YTD Payment 0.00
Delinquent Payment 0.00
Unbilled Payment 0.00

RESOLUTION

Resolution C77W75



PLAT
860238

Status ACTIVE
Total Area 15,583

LAST PAYMENT INFORMATION

Date Wednesday, April 20, 2005
Principal 0.00
Payment 0.00
Delinquent Interest 0.00
Penalty 0.00
Bond Interest 0.00
Cost 0.00

Content ID: 009659**Type:** AR_AllOther - All Other Resolutions

A RESOLUTION OF THE ANCHORAGE MUNICIPAL ASSEMBLY APPROVING AN ALCOHOLIC BEVERAGES CONDITIONAL USE FOR A PACKAGE STORE USE AND LICENSE NUMBER 2614 IN THE B-1A (LOCAL AND NEIGHBORHOOD BUSINESS) DISTRICT, FOR TESORO NORTHSTORE

Title: COMPANY, DBA 2GO TESORO; LOCATED AT 500 HOLLYWOOD DRIVE, ON EAST GOVERNMENT HILL SUBDIVISION OF THE ALASKA RAILROAD, BLOCK 6, LOT 1A; GENERALLY LOCATED ON THE SOUTHEAST CORNER OF EAST LOOP ROAD AND HOLLYWOOD DRIVE (Government Hill Community Council) (Case 2010-140)

Author: maglaquijp**Initiating Dept:** Planning**Review Depts:** Legal**Date Prepared:** 11/23/10 3:00 PM**Director Name:** Jerry T. Weaver, Jr.**Assembly Meeting Date:** 12/7/10**Public Hearing Date:** 12/7/10

Workflow Name	Action Date	Action	User	Security Group	Content ID
Clerk_Admin_SubWorkflow	11/24/10 3:29 PM	Exit	Joy Maglaqui	Public	009659
MuniManager_SubWorkflow	11/24/10 3:29 PM	Approve	Joy Maglaqui	Public	009659
MuniManager_SubWorkflow	11/24/10 3:28 PM	Checkin	Joy Maglaqui	Public	009659
MuniManager_SubWorkflow	11/24/10 2:47 PM	Checkin	Joy Maglaqui	Public	009659
MuniManager_SubWorkflow	11/24/10 2:41 PM	Checkin	Joy Maglaqui	Public	009659
CFO_SubWorkflow	11/24/10 12:05 PM	Approve	Dan Moore	Public	009659
Commun_Dev_SubWorkflow	11/23/10 3:14 PM	Approve	Jerry Weaver Jr.	Public	009659
Planning_SubWorkflow	11/23/10 3:14 PM	Approve	Jerry Weaver Jr.	Public	009659
AllOtherARWorkflow	11/23/10 3:03 PM	Checkin	Angela Chambers	Public	009659

NEW PUBLIC HEARINGS