



Marathon Petroleum Company LP

539 South Main Street
Findlay, OH 45840

VIA ONLINE SUBMISSION

March 28, 2024

Grace Arnold, Commissioner
Minnesota Department of Commerce
Securities Section
85 7th Place East
Suite 280
St. Paul, MN 55101

Re: Marathon Petroleum Company LP (“Company”)
Public Offering Registration Renewal Application
Exxon/Mobil Franchise Program | File No. 10158

Ms. Arnold:

In Connection with Company’s existing public offering statement registration, we have included for filing the following materials:

1. Franchise Registration Renewal Application;
2. Costs and Sources of Funds Form;
3. Uniform Consent to Service of Process;
4. Franchise Seller Disclosure Forms;
5. Auditor’s Consent Letter;
6. Guarantee of Performance;
7. One clean copy of Company’s Public Offering Statement; and
8. One marked copy of Company’s Public Offering Statement.

Pursuant to the submission instructions, a check in the amount of \$300.00 is being mailed via Federal Express to cover the applicable filing fee. Should you have any questions or comments please do not hesitate to contact me.

Sincerely,

John Everhardus
Chief Counsel
JEverhardus@marathonpetroleum.com

MINNESOTA
Registration Renewal Application

UNIFORM FRANCHISE REGISTRATION APPLICATION

File No. 10158
(Insert file number of immediately
Preceding filing of Applicant)

State: Minnesota

Fee: \$300.00

APPLICATION FOR (Check only one):

 INITIAL REGISTRATION OF AN OFFER OR SALE OF FRANCHISES

XX RENEWAL APPLICATION OR ANNUAL REPORT

 PRE-EFFECTIVE AMENDMENT

 POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor: Marathon Petroleum Company LP
2. Name of the franchise offering: Exxon and Mobil
3. Franchisor's principal business address: 539 South Main Street
Findlay, Ohio 45840
4. Name and address of Franchisor's agent in this State authorized to receive service of process:

Commissioner of Commerce
Department of Commerce
85 7th Street East, Suite 500
St. Paul, Minnesota 55101
5. The states in which this application is or will be shortly on file: Minnesota
6. Name, address, telephone and facsimile numbers, and e-mail address of person to whom communications regarding this application should be directed:

John Everhardus
Marathon Petroleum Company LP
539 South Main Street
Findlay, Ohio 45840
Tel: (210) 626-7889
Email: JEverhardus@marathonpetroleum.com

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the public offering statement with an issuance date of March 28, 2024, attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at Findlay, Ohio, on March 28, 2024.

MARATHON PETROLEUM COMPANY LP
By: MPC Investment LLC, its General Partner

By: 

Name: Michael Timmerman

Title: Authorized Signatory

State of Ohio)
) ss
County of Hancock)

BEFORE ME, Sarita L. Flores, Notary Public in and for said State, on this day personally appeared Michael Timmerman, Authorized Signatory of MPC Investment LLC, as general partner of Marathon Petroleum Company LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this March 28, 2024.



Flores
Sarita L. ~~Moeks~~
Notary Public, State of Ohio
My Commission Expires Nov. 29, 20 27


Notary Public Signature

FRANCHISOR'S COSTS AND SOURCES OF FUNDS

1. Disclose the Franchisor's total costs for performing its pre-opening obligations to provide goods or services in connection with establishing each franchised business, including real estate, improvements, equipment, inventory, training and other items stated in the offering:

<u>Category</u>	<u>Costs</u>
Real Estate	\$0.00
Improvements	\$0.00
Equipment	\$0.00
Inventory	\$0.00
Training	\$0.00
Other (describe)	
_____	_____
_____	_____
_____	_____
Totals	\$0.00

2. State separately the sources of all required funds:

Not applicable.

UNIFORM CONSENT TO SERVICE OF PROCESS

MARATHON PETROLEUM COMPANY LP, a limited partnership organized under the laws of the State of Delaware (the "Franchisor"), irrevocably appoints the officers of the States designated below and their successors in those offices, its attorney in those States for service of notice, process or pleading in an action or proceeding against it arising out of or in connection with the sale of franchises, or a violation of the franchise laws of that State, and consents that an action or proceeding against it may be commenced in a court of competent jurisdiction and proper venue within that State by service of process upon this officer with the same effect as if the undersigned was organized or created under the laws of that State and had lawfully been served with process in that State. We have checked below each state in which this application is or will be shortly on file, and provided a duplicate original bearing an original signature to each state.

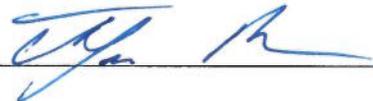
- | | |
|---|---|
| <input type="checkbox"/> California: Commissioner of Business Oversight | <input type="checkbox"/> North Dakota: Securities Commissioner |
| <input type="checkbox"/> Hawaii: Commissioner of Securities | <input type="checkbox"/> Rhode Island: Director, Department of Business Regulation |
| <input type="checkbox"/> Illinois: Attorney General | <input type="checkbox"/> South Dakota: Director of the Division of Insurance |
| <input type="checkbox"/> Indiana: Secretary of State | <input type="checkbox"/> Virginia: Clerk, Virginia State Corporation Commission |
| <input type="checkbox"/> Maryland: Securities Commissioner | <input type="checkbox"/> Washington: Director of Financial Institutions |
| <input checked="" type="checkbox"/> Minnesota: Commissioner of Commerce | <input type="checkbox"/> Wisconsin: Administrator, Division of Securities, Department of Financial Institutions |
| <input type="checkbox"/> New York: Secretary of State | |

Please mail or send a copy of any notice, process or pleading served under this consent to:

**Marathon Petroleum Company LP
Attention: Legal Department
539 South Main Street
Findlay, OH 45840
(419) 422-2121**

Dated: 12 Dec 2024, 2024

MARATHON PETROLEUM COMPANY LP
By: **MPC Investment LLC, its General Partner**

By: 

Name: Clifford G. Barr

Title: Authorized Signatory

State of Ohio)
) ss
County of Hancock)

BEFORE ME, Renee Pochard, Notary Public in and for said State, on this day personally appeared Clifford G. Barr, Authorized Signatory of MPC Investment LLC, as general partner of Marathon Petroleum Company LP, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this March 12, 2024.

Renee Pochard
Notary Public, State of Ohio
My Commission Expires June 29, 2024

Renee Pochard
Notary Public Signature



March 28, 2024
Marathon Petroleum Corporation

We agree to the inclusion in the Minnesota Public Offering Statement for the Exxon and Mobil program dated March 28, 2024 issued by Marathon Petroleum Company LP (“the Franchisor”), a wholly owned subsidiary of Marathon Petroleum Corporation (“the Company”), of our report dated February 28, 2024 relating to the consolidated financial statements of the Company as of December 31, 2023 and 2022 and for each of the three years in the period ended December 31, 2023.

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP

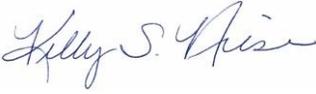
GUARANTEE OF PERFORMANCE

For value received, Marathon Petroleum Corporation, a Delaware corporation (the “Guarantor”), located at 539 South Main Street, Findlay, Ohio 45840, absolutely and unconditionally guarantees to assume the duties and obligations of Marathon Petroleum Company LP, with an address at 539 South Main Street, Findlay, Ohio 45840 (the “Franchisor”), under its Wholesale Marketer Agreement identified in its 2024 Minnesota public offering statement, as it may be amended, and as that Wholesale Marketer Agreement may be entered into with wholesalers and amended, modified or extended from time to time for franchises registered under the Minnesota Franchise Act (the “License Agreements”). This guarantee continues until all such obligations of the Franchisor under the License Agreements are satisfied or until the liability of Franchisor to its wholesalers under the License Agreements has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a wholesaler against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Findlay, Ohio on March 18, 2024.

Guarantor:

MARATHON PETROLEUM CORPORATION

By:  _____
Name: Kelly Niese
Its: Vice President, Treasury and Treasurer

MINNESOTA PUBLIC OFFERING STATEMENT

MARATHON PETROLEUM COMPANY LP
a Delaware Limited Partnership

539 S. Main Street
Findlay, Ohio 45840
(419) 422-2121

As a franchisee, you will purchase motor vehicle fuel for resale or delivery to retail motor fuel facilities under either the trade name Exxon or the trade name Mobil.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISES ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

ISSUANCE DATE: March 28, 2024

Effective in Minnesota: _____, 2024

TABLE OF CONTENTS

<u>ITEM NUMBER</u>	<u>PAGE</u>
1 FRANCHISE AGREEMENT	1
2 SUMMARY	1
3 OFFERS ON LOCATION	2
4 ALTERATIONS OR DEMOLITION OF THE LOCATION.....	2
5 MPC LP’S INTEREST IN REAL PROPERTY	2
6 SECURITY DEPOSIT	2
7 TRAINING PROGRAM; GOODS AND SERVICES.....	3
8 VOLUME HISTORY.....	3
9 PRIOR BRANDED WHOLESALERS.....	3
10 WHOLESALER INFORMATION	4
11 FINANCIAL STATEMENTS.....	4
12 RECEIPTS.....	4

EXHIBITS

- Exhibit A - Wholesale Marketer Agreement
- Exhibit B - State Addendum and Agreement Rider
- Exhibit C - List of Branded Wholesalers
- Exhibit D - Financial Statements and Guarantee of Performance
- Exhibit E - Receipts

Minnesota state law might require additional disclosures related to the information contained in this public offering statement, and might require a rider to the Wholesale Marketer Agreement. These additional disclosures and riders, if any, appear in Exhibit B.

ITEM 1

FRANCHISE AGREEMENT

See the Wholesale Marketer Agreement attached as Exhibit A.

ITEM 2

SUMMARY

As a franchisee of Marathon Petroleum Company LP (“MPC LP”), you will enter into a wholesale marketer agreement (“Wholesale Marketer Agreement”). Each Wholesale Marketer Agreement contains the legal rights and obligations of you, as franchisee, and of MPC LP, as franchisor, regarding the establishment and operation of a wholesale business through which you will purchase either Exxon or Mobil, whichever is applicable, branded gasoline and diesel fuel from MPC LP and distribute to outlets you own, or resell to retail motor fuel facilities owned by third parties, for resale to the public. The motor vehicle fuel franchise agreement and any addenda to such agreement that will govern your relationship with MPC LP have been attached to this public offering statement. You should review these documents carefully before signing any agreement with MPC LP. All section references in this summary refer to sections of the Wholesale Marketer Agreement – Specific Provisions (“SP”) or General Terms and Conditions (“GT&C”), as indicated.

You will be obligated to purchase from MPC LP the product minimum quantities as identified in the Wholesale Marketer Agreement (GT&C Section 2.1 and SP Exhibit B). You will also be obligated to provide a continuous supply of products to the outlets identified in the Wholesale Marketer Agreement, and to properly utilize the Exxon or Mobil marks, whichever is applicable, in connection with the operation of any such outlet (GT&C Section 2.2). During the term of the Wholesale Marketer Agreement, you shall use the Exxon or Mobil trademarks and trade dress, whichever is applicable, in accordance with the Wholesale Marketer Agreement and any operations manuals and standards periodically set by MPC LP (SP Section 9 and GT&C Section 7). You shall also comply with all core values set by ExxonMobil Corporation in connection with the use of the Exxon or Mobil marks (SP Section 6), and, so long as you are using the Exxon or Mobil marks, you shall maintain a high level of customer service and expeditiously respond to customer complaints (SP Section 12). You must at all times: keep complete and accurate records of all products purchased and all products sold, consigned or delivered to outlets; provide information to MPC LP in the form it requests; and permit, and cause outlets to permit, MPC LP to audit the books and records and inspect the facilities (SP Section 15 and GT&C Section 3.4). You shall at all times maintain storage tanks, dispensers and other facilities in compliance with applicable law and specifications MPC LP may periodically issue; further, you shall be responsible for taking all necessary leak and water contamination prevention and detection measures (GT&C Section 4). You must handle all products carefully and take reasonable precautions to avoid commingling or contamination of products (GT&C Section 5.5). So long as MPC LP elects to accept credit or other transaction authorization cards, you shall honor and cause all outlets to honor them and shall be responsible for compliance with all payment card industry data security standards (SP Section 11 and GT&C Section 8.1). You must comply with all standards, procedures and specifications required by MPC LP in operating the business and storing, handling, selling and dispensing fuel (SP Sections 8 and 10(B)). In connection with your operation of the wholesale business, you shall also be responsible for: (i) timely payment of all taxes or other governmental assessments levied as a result of your operation of the wholesale business (GT&C Section 10); (ii) maintaining at all times the minimum amount and type of insurance required by law and providing to MPC

LP certificates of such insurance (SP Section 14 and GT&C Section 12); (iii) complying with any other applicable laws and regulations (SP Sections 8(C), 8(D) and 10(B)), and GT&C Section 11.1); and (iv) indemnifying MPC LP for any claims arising as a result of or incident to your operation of the wholesale business, unless such claim is the result of MPC LP's sole negligence, willful misconduct or breach of the Wholesale Marketer Agreement (GT&C Section 11.3).

During the term of the Wholesale Marketer Agreement, MPC LP shall grant you the right to use the applicable trademarks and trade dress (GT&C Section 7.1) and shall make available to you certain confidential information for use in operation of the business (GT&C Section 7.6). Further, MPC LP shall ensure that the products meet its specification at the time of delivery (GT&C Section 2.4). In the event MPC LP changes supply terminals or discontinues the sale of any product at a supply terminal, it shall provide at least 15 days prior written notice of such discontinuance to you (GT&C Section 5.1).

ITEM 3

OFFERS ON LOCATION

Not applicable – no real property involved.

ITEM 4

ALTERATIONS OR DEMOLITION OF THE LOCATION

Not applicable – no real property involved.

ITEM 5

MPC LP'S INTEREST IN REAL PROPERTY

Not applicable – no real property involved.

ITEM 6

SECURITY DEPOSIT

MPC LP does not require you to pay any security deposits.

ITEM 7

TRAINING PROGRAM; GOODS AND SERVICES

Training Program

MPC LP does not provide training to wholesalers.

Goods and Services

You will purchase Exxon and Mobil branded gasoline and diesel fuel, depending on the branding of the outlet(s), from MPC LP.

MPC LP may, at its election, issue its own or accept specified third party credit cards, debit cards, credit identifications, or other transaction authorization cards (“Transaction Cards”). If MPC LP elects to accept Transaction Cards, it may provide you with the Transaction Card processing equipment, and processing and billing services, for the fees then in effect under the operations manuals. Further, if MPC LP elects to accept Transaction Cards, then you will be obligated to honor them, and cause all outlets to honor them, for all authorized products and services sold at or from outlets. You will account for all such transactions in strict compliance with the terms of the Wholesale Marketer Agreement and any credit card sales procedures and requirements furnished to you included in any operations manuals. MPC LP shall accept from you all authorized invoices or transactions based on Transaction Cards, and, at MPC LP’s option, it shall pay the amount of the invoice or transaction to you by check, credit the amount to your bank account electronically or set off the amount against your account with MPC LP, in each case after deducting any service charge to you by MPC LP in effect under the operations manuals, as then currently revised.

MPC LP also provides a point of sale software maintenance program. Such services are provided by a designated third party but you will be billed by MPC LP.

ITEM 8

VOLUME HISTORY

Not applicable – no location involved.

ITEM 9

PRIOR BRANDED WHOLESALERS

Not applicable – no location involved.

ITEM 10

WHOLESALER INFORMATION

Exhibit C contains a list of Exxon and Mobil branded wholesalers within the State of Minnesota as of December 31, 2023.

ITEM 11

FINANCIAL STATEMENTS

Attached as Exhibit D are the audited financial statements of Marathon Petroleum Corporation (“MPC”), including the consolidated balance sheets as of December 31, 2022 and December 31, 2023, and the related consolidated statements of income, cash flows, and equity and redeemable noncontrolling interest for fiscal years ended December 31, 2021, December 31, 2022, and December 31, 2023. MPC, as MPC LP’s ultimate parent, guarantees MPC LP’s performance of all obligations under each Wholesale Marketer Agreement MPC LP executes (Guarantee of Performance included in Exhibit D).

ITEM 12

RECEIPTS

Exhibit E contains detachable documents acknowledging your receipt of the Public Offering Statement.

EXHIBIT A
WHOLESALE MARKETER AGREEMENT

WHOLESALE MARKETER AGREEMENT
Specific Provisions
(for Exxon or Mobil brand)

THIS WHOLESALE MARKETER AGREEMENT, consists of these Specific Provisions with the exhibits attached and incorporated hereto (“**Specific Provisions**”), and the Wholesale Marketer Agreement – General Terms and Conditions (2022) (the “**General Provisions**”), in its entirety “**Agreement**”, is dated [Select Month] 1, 20 [Select Year] and is between Marathon Petroleum Company LP, a Delaware limited partnership, (“**Seller**”) and [Insert Legal Entity Name], a [Insert State] [Select One] (“**Wholesaler**”).

RECITALS

1. Seller has entered into a brand agreement with ExxonMobil Corporation (Seller’s ExxonMobil Brand Agreement) pursuant to which Seller may use, and grant the use of, ExxonMobil’s Proprietary Marks in connection with the retail identification of the retail motor fuel outlets and allow certain motor fuel supplied by Seller and sold from those outlets to be branded as Exxon or Mobil branded motor fuel.
2. Wholesaler wishes to purchase Exxon or Mobil branded, as indicated below, motor fuel from Seller for retail sale by Wholesaler at Branded Outlets owned by Wholesaler or supplied by Wholesaler.
3. Seller is willing to sell branded motor fuel to Wholesaler and to allow Wholesaler to use the Proprietary Marks of the applicable brand in accordance with the terms of this Agreement in connection with the retail identification of the outlets that are subject to this Agreement and to allow motor fuel sold from or through those outlets to be branded as Exxon or Mobil branded motor fuel, as indicated below.

THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Term.** The Term of this Agreement shall begin on [Select Month] 1, 20[Select Year] (the “**Effective Date**”), and end at midnight on [Select Month] 1, 20[Select Year].
2. **Grant. “Proprietary Marks” or “Marks”** to be used in connection with the retail sale of motor fuel pursuant to this Agreement refer to the Exxon and/or Mobil trademark (as applicable and identified on Exhibit A as the Brand for each Branded Outlet), and which may also be referred to as the “**Brand**”, and shall mean only those trademarks identified on Exhibit C-1 and D-1, as applicable, and related trade dress. With regard to the Proprietary Marks, Seller grants Wholesaler the nonexclusive right to use the Proprietary Marks in connection with the sale of Products only at Branded Outlets operated or supplied by Wholesaler and approved in writing by Seller pursuant to the terms of this agreement, and to grant the nonexclusive use of the Proprietary Marks in connection with the sale of Products to Wholesalers’ franchised and supplied outlets, provided that Seller has not withdrawn its approval or terminated this Agreement. The grant set forth shall be limited to only the specific corresponding goods and services listed on Exhibits C-1 and D-1 (as to the retail motor fuels Business only), and C-2 and D-2 (as to the Related Businesses only) (the “**Authorized Uses**”). Wholesaler agrees and acknowledges that the Proprietary Marks may be used only during the Term and only at the approved Branded Outlets and that nothing set forth in this Agreement shall be interpreted to grant any rights in or to such Proprietary Marks for any offsite use. In addition, specifically excluded from any Authorized Use is use of any Proprietary Mark on or in connection with any auto repair services or any trucks, cars or other rolling stock of any nature.
3. **Contract Year.** “**Contract Year**” means the 12 month period beginning on the Effective Date and each subsequent 12 month period during the Term.

4. **Supply Terminals.** The distributing plants (“**Supply Terminals**”) from which deliveries of Products are ordinarily made to and received by Wholesaler under this Agreement, which may be changed from time to time at Seller’s discretion are:

Supply Terminals
[Insert Name and Number]

5. **Product Minimum Quantities.** The “**Product Minimum Quantities**” that Wholesaler is obligated to purchase by quarter and Contract Year is set forth in Exhibit B.

6. **Core Values.** In connection with the use of the Exxon and Mobil brands ExxonMobil has established the following core values (“**Core Values**”) to build and maintain a lasting relationship with its customers, the motoring public:

- (1) To deliver quality products that customers can trust.
- (2) To employ friendly, helpful people.
- (3) To provide speedy, reliable service.
- (4) To provide clean and attractive retail facilities.
- (5) To be a responsible, environmentally-conscious neighbor.

Wholesaler acknowledges that its commitment to operate the Branded Outlets in accordance with the Core Values is a material obligation under this Agreement. Additionally, Wholesaler shall enter into a written agreement with respect to each of its franchised Branded Outlets that require the Operator’s commitment to the Core Values.

7. **Related Businesses.**

(A) Wholesaler may utilize the Proprietary Marks set forth on Exhibit C-1 and D-1 in connection with the types of businesses set forth in Exhibit C-2 and D-2 as Authorized Uses (“**Related Businesses**”), as applicable to the Branded Outlet, and to grant to an Operator the right to use such Proprietary Marks in connection with Related Businesses solely to the extent and in the manner specified by Seller from time to time. For the avoidance of doubt, Seller shall have the right to change, modify, amend, add or remove, in its sole discretion, the Related Businesses permitted pursuant to this Section and the Authorized Use(s) set forth on Exhibit C-2 and D-2.

(B) The motor fuels business, under which Wholesaler distributes the Products for retail sale at the Branded Outlets, the retail sales of motor fuels at the Branded Outlets and the Related Businesses are herein collectively referred to as the “**Businesses**.”

(C) Wholesaler acknowledges, and shall require its Operators to acknowledge, that the operation of a Related Business using any Proprietary Mark impacts customers’ perceptions and acceptance of the Products and Proprietary Marks. Accordingly, Wholesaler may operate, or authorize an Operator to operate, a Related Business utilizing Proprietary Marks at a Wholesaler Branded Outlet only in compliance with requirements as set out from time to time by Seller. If Wholesaler or any Operator fails to comply with Seller’s requirements for such a Related Business at any Wholesaler Branded Outlet, without limiting any other rights or remedies under applicable laws or under this Agreement or any related or supplemental agreement including, when applicable, termination or non-renewal of this Agreement and the Franchise Relationship Seller may withdraw its approval for the use of any such Proprietary Mark for that Wholesaler Branded Outlet or the applicable Related Business.

(D) During the Term, Wholesaler shall operate, and shall cause its Operators to operate, any Related Business utilizing any Proprietary Mark, as approved under this Agreement, in compliance with this Agreement and shall not operate, and shall cause its Operators not to operate, any other businesses or activities utilizing Proprietary Marks at any Wholesaler Branded Outlet unless agreed in writing by the parties hereto. During the Term, and except as

expressly provided in this Agreement, Wholesaler (or any of its Operators) may change, delete or add a Related Business at a Wholesaler Branded Outlet only with the prior written consent of Seller.

8. Brand and Branded Outlet Standards.

(A) In its reasonable discretion, Seller may approve or not approve the branding of any outlet or the use or operation of any Business proposed by Wholesaler or any Operator. Wholesaler shall comply and cause its Operators to comply with any requirements and conditions imposed by Seller in giving its approval.

(B) By written notice to Wholesaler, Seller may withdraw its approval to:

- (i) Brand any Wholesaler Branded Outlet (“**debrand**”); or
- (ii) Use or operate any Business (including, for the avoidance of doubt, any Related Business) at any outlet if, in Seller’s reasonable judgment:

- (a) That outlet (or any Business there) fails to portray the image and standards Seller expects from its Branded Outlets;

- (b) Wholesaler, or any Operator, is in default of any obligation, condition, representation or warranty under this Agreement or any related or supplemental agreement with respect to that retail outlet (or any Business); or

- (c) Any actions by Wholesaler, any Operator, any Affiliate of Wholesaler or any third party management company in connection with its operations on behalf of Wholesaler, whether in violation of its obligations under this Agreement or otherwise, cause harm to the value or reputation of the Proprietary Marks or to the business or image of Seller or ExxonMobil.

To the extent that Seller determines that any such failure, default or other issue is curable by the Wholesaler or its Operator, Wholesaler shall have the right to attempt to cure such failure, default or other issue within seven (7) business days following Wholesaler’s receipt of written notice thereof from Seller or, if not reasonably curable with such 7-day period, Wholesaler shall initiate the cure thereof within such 7-day period and diligently prosecute such cure to completion, but in any event not to exceed one hundred and twenty (120) days. For the avoidance of doubt, Wholesaler acknowledges that willful misbranding of any Product shall be grounds for debranding a Wholesaler Branded Outlet without any ability to cure and the terms of this Section are subject to and not in limitation of Seller’s rights set forth in paragraph 15 of the General Provisions, notwithstanding any other provision of this Agreement.

(C) Wholesaler shall not permit and shall ensure that its Operator do not permit the following activities or types of business to occur at any Wholesaler Branded Outlet or at any commercial enterprise associated with or adjacent to such Wholesaler Branded Outlet:

- (i) The sale or use of illegal drugs or drug paraphernalia or other illegal substances or activities,

- (ii) The sale of any pornographic material or other material that Seller in its sole judgment determines may be offensive to the general public,

- (iii) Adult businesses (examples include but are not limited to massage parlors, strip clubs, and video stores),

- (iv) Bars or establishments that allow for any consumption of intoxicating beverages or any sales or consumption of intoxicating beverages in violation of applicable federal, state, county or local laws, statutes, ordinances, codes, regulations, rules, orders or permits, or

- (v) The illegal sale of any tobacco products, including without limitation, sales in violation of any federal, state, county or local laws, statutes, ordinances, codes, regulations, rules, orders, or permits relating to youth access to tobacco products. Wholesaler shall promptly advise Seller, and shall ensure that Operators promptly advise Wholesaler, of any citations or notifications of violations received at any Branded Outlet from any regulatory authority resulting from any such tobacco sales and of the resolution of any such citations and notifications.

(D) Wholesaler shall cause all Branded Outlets to meet the following minimum facility/product/service requirements (unless such compliance will result in the Wholesaler or Operator, as the case may be, being in breach of any federal, state, county or local laws, statutes, ordinances, codes, regulations, rules, orders, or permits) or Wholesaler shall lose the right to use or display Proprietary Marks or to grant to its Operators the right to use or display Proprietary Marks at any Branded Outlet(s) failing to meet these requirements:

- (i) Paved driveways with safe and good ingress and egress; and

- (ii) Permanent building which is structurally sound and complies with all fire, building and zoning codes and ordinances; and
- (iii) Clean premises free of debris, trash, and fire hazards; and
- (iv) Modern restrooms for men and women available to the general public; and
- (v) Offer, at the Branded Outlets, all grades of Brand motor gasoline that may be in the Brand product slate, (consisting of three (3) grades of gasoline each for the Brand product slate as of the Effective Date, subject to change from time to time); and
- (vi) Post, at all times, of actual motor fuel prices, in numerals, in price sign systems (approved by Seller in its sole discretion) located on the premises of the Branded Outlet(s).

(E) Nothing in this Agreement may be construed as creating any Franchise or Franchise Relationship between Seller and any person or entity other than Wholesaler, including without limitation, any Operator, employee or contractor of Wholesaler.

(F) This Agreement does not give Wholesaler an exclusive right in any market or geographic area to sell Products or conduct any Related Business.

9. Trademarks

(A) Wholesaler is permitted to display the Proprietary Marks solely to designate the brand of the Products or other approved Businesses being operated at a Wholesaler Branded Outlet (which uses shall be limited to only the specific corresponding Authorized Use(s) as to each Proprietary Mark). If there shall be posted, mounted, or otherwise displayed on or in connection with any Wholesaler Branded Outlet any sign, poster, placard, plate, device or form of advertising matter whether or not received from Seller, consisting in whole or in part of any of the Proprietary Marks, Wholesaler agrees at all times to display the same, or cause the Operators to display the same, properly and not to diminish, dilute, denigrate, or otherwise adversely affect the same. Wholesaler further agrees to take no action that will diminish or dilute the value of any Proprietary Mark.

(B) Immediately upon termination (whether in full or as to any individual outlet) or expiration of this Agreement, or prior thereto upon demand by Seller, Wholesaler shall discontinue all uses of the Proprietary Marks, including the posting, mounting or display of any Proprietary Mark and all uses of Proprietary Marks in connection with business cards, advertisements and letterhead/stationary, and shall cause its Operators to do the same. If Wholesaler or any Operator ceases to do business at any Wholesaler Branded Outlet, Wholesaler shall, and shall cause its Operators to, discontinue the posting, mounting or display of any Proprietary Marks immediately upon ceasing to sell the Products or operate the Business, including, without limitation, in the event that the Wholesaler Branded Outlet in question is debranded by Seller under this Agreement or in any event upon demand by Seller. Wholesaler acknowledges Seller's self-help rights to the fullest extent allowable under applicable law and agrees that Wholesaler shall be solely responsible for all fees, costs and expenses incurred by Seller or its Affiliates in exercising any such rights.

(C) Wholesaler agrees to notify Seller or its designee of any apparent or threatened infringement, dilution or other misuse ("Misuse") of any Proprietary Mark promptly after becoming aware of such Misuse. Wholesaler has no right to take any action, legal or otherwise, against such Misuse, however, Wholesaler agrees to provide Seller or its licensor with any assistance which, in the opinion or judgment of Seller, is necessary to protect the right, title and interest of the owner of the Marks in and to the Proprietary Marks. Wholesaler shall have no right to retain any monetary recovery from any misusing third party by way of judgment, settlement or otherwise. Wholesaler shall have no recourse against Seller, ExxonMobil, or their respective agents, officers, directors, and employees or third parties under their control in the event the owner of the Proprietary Marks chooses not to act against any apparent or threatened Misuse of any of the Proprietary Marks or if any third party challenges the right of Wholesaler to use any of the Proprietary Marks.

(D) Wholesaler shall not, and shall cause its Operators not to, sell non Brand motor fuels under any Proprietary Mark, including without limitation, any Brand identified canopy or at any fueling island where Wholesaler or a Operator is selling Products. As used in this Section, "non-Brand motor fuels" shall not be construed to apply to gasohol or other synthetic motor fuels of similar usability, to the extent provided for in the Gasohol Competition Act of 1980, Pub. L.96-493 or renewable fuels as defined in Section 2807 of the Petroleum Marketing Practices Act; provided however, that Wholesaler and its Operators shall label such product so as to ensure that consumers are not confused that such product is a Brand motor fuel.

(E) In connection with the sale of any non-Brand motor fuels, Wholesaler agrees to protect, and cause its Operator(s) in question to protect, the identity of the Products and the Proprietary Marks by all reasonable methods, which would prevent customer confusion or misinformation. Wholesaler agrees to conform, and cause its Operators to conform, to the de-branding requirements which will be provided to Wholesaler, as the same may be revised from time to time, including but not limited to posting of Seller approved signs which clearly distinguish the Products from non-Exxon or Mobil-branded motor fuels, disclaiming any product liability of ExxonMobil for damage resulting from use of non-Exxon or Mobil-branded motor fuels, and removing or covering any signs which may mislead, confuse, or misinform any customers or reduce their goodwill toward any Proprietary Mark. In addition, Wholesaler agrees to comply, and cause its Operators to comply, with any additional steps beyond the ExxonMobil de-branding requirements set forth in any applicable law, ordinance or regulation regarding the labeling of petroleum products.

(F) In furtherance of its obligations as set forth in this Section, Wholesaler agrees that it will for itself, and as to any of its Operators, require of such Operators that they will, while identifying the source of the Products sold at any Wholesaler Branded Outlet, comply with the provisions of this Section. Such assistance includes, but is not limited to, the authorization to Seller or ExxonMobil to commence legal proceedings in Wholesaler's name, and at Wholesaler's expense, for the purposes of enforcing Wholesaler's obligations in this Section.

(G) For the avoidance of doubt, Wholesaler shall have neither the right to use or display at marinas, nor the right to authorize or permit the use or display at marinas by Operators of, any Proprietary Mark and shall not sell, and shall cause its Operators not to sell, Products at marinas.

(H) To protect the Proprietary Marks from diminution, dilution, or destruction by misuse or failure by those to whom permission to display them has been granted under this Agreement, Wholesaler agrees that upon request by Seller it will provide Seller with a list of the names and addresses of Operators to whom Wholesaler has provided any Proprietary Mark or where any Branded Outlet is displaying such Proprietary Marks.

(I) If Wholesaler, for whatever reason, ceases to display or authorize the display of Proprietary Marks at any Branded Outlet, then Wholesaler will notify Seller in writing within thirty (30) days of that event.

(J) Except as may be expressly permitted by Seller, Wholesaler shall not, and shall cause its Operators not to, use the Proprietary Marks as part of Wholesaler's or any Operator's corporate or other entity name or as part of or in conjunction with any domain name.

(K) Wholesaler shall, and shall cause its Operators to, immediately stop using the Proprietary Marks relating to any Business at any Wholesaler Branded Outlet if:

- (i) this Agreement is terminated or the Term expires and is not renewed or extended; or
- (ii) Seller withdraws its approval to use or operate that Business at that outlet; or
- (iii) Wholesaler or its Operator(s) stops operating that Business at that outlet;

and, in any such event, to follow any de-branding requirements that may then be applicable.

(L) Wholesaler's use of any of the Proprietary Marks in conjunction with any uniforms, business cards or business stationary at all times shall be subject to and in accordance with the terms of this Agreement and all standards set forth by Seller, as such standards may be amended by Seller, in its sole discretion, from time to time. All uniforms used in connection with the Businesses bearing any of the Proprietary Marks shall be purchased solely and exclusively from a Seller approved vendor.

(M) Wholesaler acknowledges that ExxonMobil (or Exxon Mobil Corporation or any of its Affiliates as the case may be) is the exclusive owner of the Proprietary Marks, and no ExxonMobil act, or failure to act, will give Wholesaler or any Operator any ownership interest or right in any of the Proprietary Marks. All goodwill resulting from the use of the Proprietary Marks by Wholesaler or its Operators shall inure to the benefit, and is the property, of ExxonMobil (or its Affiliates as the case may be). At any time or from time to time, any Proprietary Marks used in connection with the Products or any Business may be changed. In case of any notification of change or substitution, Wholesaler shall immediately use, and cause its Operators to immediately use, the Proprietary Marks as changed.

(N) Wholesaler hereby acknowledges that failure on the part of Wholesaler or its Operator(s) to use any Proprietary Mark in accordance with the provisions of this Agreement will cause irreparable injury to Seller and

ExxonMobil and that any court of competent jurisdiction may, at the request of Seller or ExxonMobil, enforce the provisions of this Agreement by the entry of a temporary or permanent injunction against Wholesaler and in favor of Seller or ExxonMobil. Wholesaler agrees not to contest the appropriateness of injunctive relief but may contest whether it has failed to use the Proprietary Marks in accordance with the provisions of this Agreement. Wholesaler will incorporate in its agreements with each Operator the undertakings and obligations provided in this Agreement (including this Section). Wholesaler agrees to promptly notify Seller of any Operator failing to comply with any such undertaking or obligation and agrees to assist Seller or ExxonMobil in its enforcement thereof.

(O) In order to foster the continued public acceptance of the Proprietary Marks and to protect the brand reputation of the Products which are the subject of this Agreement, Wholesaler will use best efforts to promptly inform Seller of any event or condition which could significantly impact the operation of any Branded Outlet or which has resulted in or may result in media exposure related to any Branded Outlet.

10. Products, changes; Quality assurance

(A) Seller shall have the right, at its sole discretion and at any time during the Term, to change, alter, amend or eliminate any of the grades or brands of Products or any Proprietary Marks covered by this Agreement if Seller loses the right to grant the use of the Marks or ExxonMobil changes or eliminates any of the grades or brands of Products or if required by any applicable law, rule, regulation, order or other requirement; provided that the Products covered by this Agreement shall at all times continue to include diesel fuel and at least the same number of grades of gasoline as are typically sold by a majority of the competitive retail outlets in the same market, subject at all times, however, to applicable law, rule, regulation, order or other requirement.

(B) Wholesaler agrees to store, handle, sell and dispense all fuel sold through Branded Outlets in compliance with all the procedures and specifications required by Seller and to procure the compliance of its Operators. Seller reserves the right to revise the procedures and specifications at any time and Wholesaler agrees that it will, upon written notice of such revision, promptly begin compliance with the revised procedures and specifications and will procure compliance of its Operators; provided that in no event shall the Product specifications (other than for Brand proprietary additives or oxygenates) be materially different than the fungible gasoline and diesel specifications of common carrier pipelines in the applicable PADD.

(i) Wholesaler hereby acknowledges and agrees that, notwithstanding anything set forth herein to the contrary, to insure the integrity of the Marks, Seller shall have the authority to review and approve, in its sole discretion, all forms of advertising and sales promotions that will use media vehicles for the promotion and sale of any product, merchandise or services, in each case that (i) uses or incorporates any Proprietary Mark or (ii) relates to any Business operated at a Wholesaler Branded Outlet. Furthermore, for any significant advertising campaign, sponsorship and/or promotion, Wholesaler shall submit in advance to Seller or its designee, for its written approval, all materials prepared by or for Wholesaler.

(ii) If no written approval is received from Seller within ten days, then the request shall be deemed denied. Wholesaler shall expressly require all Operators to (a) agree to such review and control and (b) comply with the notice requirements set forth in this Section. Wholesaler shall be responsible for compliance (both by Wholesaler and by its Operators) with any and all applicable federal, state, county or local advertising laws, statutes, ordinances, codes, regulations, rules, orders, or permits.

(C) Wholesaler shall, and shall encourage its Operators to, offer for sale at all Wholesaler Branded Outlets Mobil I lubricant products.

(D) In promoting the Products and developing markets under this Agreement (including in the use of business cards and business stationary), (i) Wholesaler, in its role as branded wholesaler, shall identify itself appropriately as an "Exxon-authorized branded wholesaler" or a "Mobil-authorized branded wholesaler," as the case may be, and only as such and (ii) Wholesaler, in its role as dealer, and each Operators shall identify itself as an "Exxon-authorized dealer" or a "Mobil-authorized dealer," as the case may be, and only as such.

11. Credit Cards

(A) Wholesaler shall participate, and cause each of its Operators to participate, in (i) ExxonMobil's credit card program offerings through ExxonMobil's approved third party provider; (ii) ExxonMobil's proprietary brand

excellence program (e.g., mystery shop, provided that Wholesaler shall not be required to conduct more than 4 mystery shops per year); and (iii) the ExxonMobil Point of Purchase signage program.

All such programs referenced are subject to change or cancellation at any time and, from time to time and, new or existing programs to the required programs may be added if Seller is advised that ExxonMobil is making such changes generally with regard to its business throughout the United States.

(B) Wholesaler agrees to be bound by and comply with all terms and conditions of any card guide or agreement under which ExxonMobil or Third Party Issuer(s) agrees to process and pay for ExxonMobil Cards and other card sales tickets. The terms of such card guide or agreement may be amended and/or supplemented at any time by Seller, ExxonMobil or Third Party Issuer(s) in their sole discretion.

(C) If Wholesaler or a Franchised Dealer accepts credit or debit cards in payment for any sales of any goods or services, then Wholesaler shall comply with and shall require all such Operators to comply with all industry standard card security procedures, specifically including but not limited to (i) the Payment Card Industry Data Security Standards (PCI), (ii) the security standards and requirements imposed on merchants by the VISA Operating Rules, (iii) the security standards and requirements imposed on merchants by the MasterCard Operating Rules, (iv) the security standards and requirements imposed on merchants by American Express Travel Related Services Company, Inc., and its parents, subsidiaries and affiliates, and (v) the security standards and requirements imposed on merchants by DFS Services LLC and its parents, subsidiaries and affiliates. The foregoing duty is in addition to any duties that Wholesaler may have under an applicable card guide or agreement pursuant to subsection (A) above. In addition to all other duties to indemnify, Wholesaler will indemnify, defend, and hold harmless Seller and ExxonMobil from and against all causes of action, costs, expenses, fees, assessments, reimbursements, fines, penalties and/or losses of whatsoever nature and howsoever arising that result directly or indirectly from Wholesaler's failure or alleged failure to comply with the requirements of this subsection.

12. Customer Service and Complaints.

(A) While using any Proprietary Marks, Wholesaler agrees:

- (i) To render appropriate, prompt, efficient, and courteous service at each Branded Outlet to Wholesaler's customers, to respond expeditiously to all complaints of such customers, making fair adjustment when appropriate, and otherwise conduct Wholesaler's business in a fair and ethical manner and maintain the Operated Branded Outlets in a manner which will foster customer acceptance of and desire for the Products sold hereunder; and
- (ii) To provide sufficiently qualified and neatly dressed personnel in Seller approved uniforms (e.g., standard ExxonMobil uniform or Wholesaler proprietary C-Store brand uniform) at all Branded Outlets as appropriate to render first class service to customers; and
- (iii) To keep restrooms clean, orderly, sanitary and adequately furnished with restroom supplies; and
- (iv) To assist in maintaining a high level of customer acceptance of Proprietary Marks by keeping the Branded Outlets' premises open for dispensing of the Products during such hours each day and days a week as are reasonable considering customer convenience, competitive conditions and economic consequences to Wholesaler.

(B) Wholesaler also agrees that, as to any of its Operators, Wholesaler will include in its arrangements with such Operators the undertakings provided in this Section in respect of each Branded Outlet and will undertake the enforcement thereof. Wholesaler further agrees that Seller may revoke the right of Wholesaler to display Proprietary Marks at any Operated Branded Outlet(s), or to permit the display of Proprietary Marks at any Franchised Branded Outlet(s) which, after notice by Seller to Wholesaler to cure, continues to be in violation of this Section or this Agreement.

13. Existing Operator Agreements; New Wholesaler Branded Outlets.

Wholesaler shall enter into a written agreement with each Operator. The agreement must:

- (1) Be consistent with this Agreement; and
- (2) Require the Operator's commitment to the Core Values; and
- (3) Impose on each Operator all of the requirements and obligations as specified in this Agreement, including without limitation, complying with the minimum image requirements, complying with the

insurance requirements, and allowing entry to its respective Branded Outlet(s) for the purposes specified in this Agreement.

14. Insurance Requirements.

(A) Wholesaler shall, and shall ensure that its Operators, name ExxonMobil Corporation, at 3225 Gallows Road, Fairfax, Virginia 22037, as an additional insured as well as Marathon Petroleum Company LP in each policy of insurance described in Paragraph 12 of the General Provisions, except Workers Compensation Insurance and Employer's Liability insurance, and that each Certificate of Insurance required pursuant to Paragraph 12.2 of the General Provisions shall provide that such coverage shall not be terminated, cancelled or materially changed without at least thirty (30) days prior written notice to ExxonMobil Corporation as well as Seller.

(B) Each policy of insurance required pursuant to Paragraph 12 of the General provisions shall name ExxonMobil Oil Corporation as additional insured for the entire amount of the applicable policy or policies, including excess coverage policies (except Workers Compensation and Employers Liability), shall include coverage for both contract and negligence liability, shall cover ExxonMobil without conditions, and shall be primary as to all other policies or self-insurance that may provide coverage. Any deductible or self-insured retention relating to such policies shall be paid by Wholesaler or its Operators for the benefit of ExxonMobil. Wholesaler shall pay, and shall cause its Operators to pay, all premiums and assessments charged for the insurance policy or policies when due.

15. Right of Entry.

Wholesaler permits, and shall cause its Operators to permit, Seller and ExxonMobil, its Affiliates and their respective employees, agents, vendors, contractors and representatives (a) to access, analyze and reproduce books, records, correspondence, receipts, and data of Wholesaler or its Operators pertaining to activities undertaken pursuant to this Agreement, and (b) to enter, during normal operating hours, any Wholesaler Branded Outlet(s) and other places where Wholesaler or any of its Operators conduct any Business to enforce ExxonMobil's rights and remedies under this Agreement, including examining (to include video, photographic, digital, audio and other recordings), testing and sampling of all properties, tanks, containers, pumps and delivery truck tanks, and taking other action, for purposes of preserving the integrity of the Proprietary Marks, performing product quality inspections and determining Wholesaler's compliance with this Agreement (including compliance with the terms of Sections 9 and 10). If any samples thus taken are not Products or any document or record shows Wholesaler has failed to comply with its obligations hereunder (or failed to cause any Operator to so comply), Seller may, without limiting Seller's other rights or remedies under applicable laws or under this Agreement or any related or supplemental agreement including, when applicable, termination or non-renewal of this Agreement and the Franchise Relationship, at its sole option, debrand the Wholesaler Branded Outlet(s) in question. Wholesaler shall preserve and shall cause its Operators to preserve all books, records, correspondence, receipts and data pertaining to activities undertaken pursuant to this Agreement for a period of three (3) years. Wholesaler agrees to include necessary provisions in its contracts with Operators that shall assure access by Seller or Exxon Mobil or its representatives to the applicable records of the Operators. Wholesaler's obligation to preserve all applicable books and records, and Seller and ExxonMobil's right to access and reproduce such books and records shall extend for a period of three (3) years after the termination of this Agreement.

Neither Seller nor ExxonMobil shall be liable to Wholesaler or any Operator for any interference with any Business of Wholesaler or its Operators as a result of the entry of either Seller or ExxonMobil on any Wholesaler Branded Outlet(s) and other places where Wholesaler or any of its Operators conduct any Business.

Upon the expiration of the Term or upon termination hereof, Seller and Exxon Mobil shall have the right, at its option, to enter, during normal operating hours, upon any premises at which the Proprietary Marks are displayed (including, without limitation all Wholesaler Branded Outlets), and to remove, paint out, or obliterate any signs, symbols or colors on said premises or on the buildings or equipment thereof which in Seller's or ExxonMobil's opinion would lead a purchaser to believe that the Products are being offered for sale at such premises. Wholesaler shall cause its Operators to grant Seller and ExxonMobil such a right of entry.

16. Construction. These Specific Provisions and the General Provisions shall be construed together to establish a single set of terms and conditions. In the event of a conflict between the Specific Provisions and the General Provisions, these Specific Provisions shall control.

17. **Notices:** Any notice to Seller or Wholesaler under this Agreement shall be delivered to such Party's address set forth below in the manner specified in General Provisions:

If to Seller: Marathon Petroleum Company LP
Attn: Marketing Services Department
19100 Ridgewood Parkway
San Antonio, Texas 78259
Fax: (210) 745-4508

With a copy to: Marathon Petroleum Company LP
Attn: General Counsel
539 South Main Street
Findlay, OH 45840

If to Wholesaler: [Insert Company Name]
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State, ZIP]
Fax: ([Insert Prefix]) [Insert Number]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first referenced above.

[INSERT CUSTOMER NAME]

Marathon Petroleum Company LP
By: MPC Investment LLC, its general partner

By: _____

By: _____

Name: [Insert Authorized Signatory]

Name: [Select One]

Title: [Insert Signatory's Title]

Title: [Select One]

Date: _____

Date: _____

Exhibit A
(Branded Outlets and Brand Designation)

1). Branded Outlets and Brand Designation. Unless otherwise agreed to between Wholesaler and Seller, the Branded Outlets referenced in the General Provisions and the Brand authorized for each Branded Outlet, are as follows:

Branded Outlets		
Site #	Address	Brand
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]

The parties agree that Seller may unilaterally update this Exhibit A to document any revisions to the Branded Outlets and brand designation, made in accordance with the terms and conditions set forth in the Agreement.

Exhibit B
(Product Minimum Quantities in Gallons)

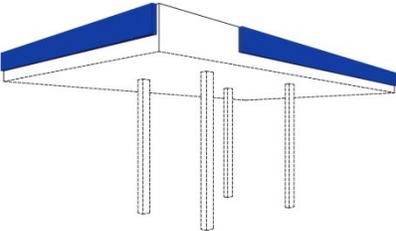
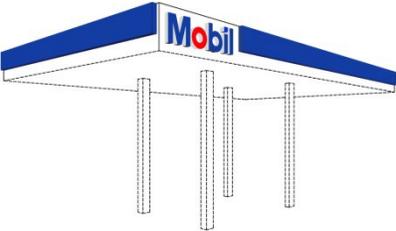
Contract Year: 1 Total Product Minimum Quantities _____

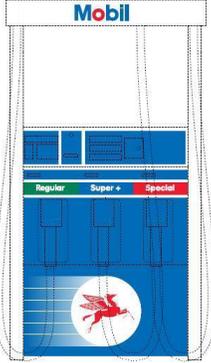
January - March			
April - June			
July - September			
September - October			

EXHIBIT C-1

MOBIL PROPRIETARY MARKS

Retail Motor Fuels Business

Mark	Class	Appl. Number	Reg. Number	Authorized Use
<p align="center">Canopy Design</p> 	4, 35	77/860266		<p>Motor fuels, namely gasoline and diesel fuels</p> <p>Retail of fuels for vehicles</p>
<p align="center">Canopy Design with MOBIL in color</p> 	4, 35	77/860248		<p>Motor fuels, namely gasoline and diesel fuels</p> <p>Retail of fuels for vehicles</p>
<p align="center">Forecourt Design MOBIL in color and Pegasus Design In Circle</p> 	4, 35	77/860286		<p>Motor fuels, namely gasoline and diesel fuels</p> <p>Retail of fuels for vehicles</p>

Mark	Class	Appl. Number	Reg. Number	Authorized Use
Fuel Dispenser Design – MOBIL in color and Pegasus Design In Circle 	4, 35	77/824668		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles
MOBIL	4	71/408518	363312	Motor fuels, namely, gasoline and diesel fuels
MOBIL	25	73/436242	1302728	Uniforms
MOBIL	37	73/068179	1046513	Automotive service station services
MOBIL (in color) 	25	73/391554	1263693	Uniforms
MOBIL (in color) 	37	73/070138	1049824	Automotive service station services
MOBIL (in color) 	4	77/862545	3787476	Motor fuels, namely gasoline and diesel fuels
Pegasus Design 	4	77/685131	3654749	Motor fuels, namely, gasoline and diesel fuels

Mark	Class	Appl. Number	Reg. Number	Authorized Use
<p data-bbox="310 174 488 205">Pegasus Design</p> 	25	73/737516	1530962	Uniforms
<p data-bbox="310 405 488 436">Pegasus Design</p> 	37	73/646301	1461344	Automotive service station services
<p data-bbox="310 724 488 756">Pegasus Design</p> 	4	77/685117		Motor fuels, namely, gasoline and diesel fuels
<p data-bbox="321 961 477 993">SPEEDPASS</p>	35	76/369844	2884731	Business services, namely facilitation of transaction authorization

EXHIBIT C-2

MOBIL PROPRIETARY MARKS

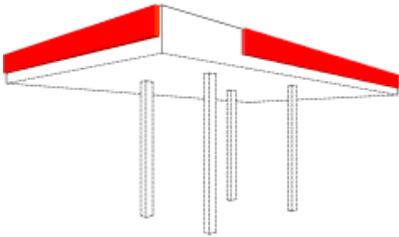
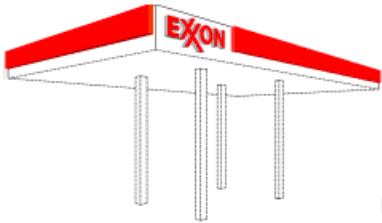
Related Businesses

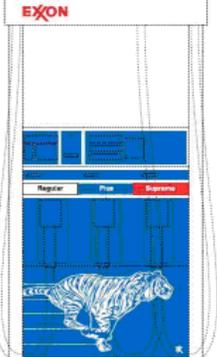
Mark	Class	Appl. Number	Reg. Number	Authorized Use
BENGAL TRADERS GOURMET COFFEE and Design 	30, 43	78/366759	2933079	Coffee only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date. Preparation and serving of coffee for consumption on or off the premises only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date.
MOBIL	42	73/000277	1028163	Retail food store services
MOBIL (in color) 	37	73/070138	1049824	Car wash services
MOBIL MART	42	73/506253	1338384	Retail food and convenience store services
Pegasus Design 	21	75/103564	2078949	Containers, namely, cups and mugs
WASH N' RUN	37	78/103355	2792917	Car wash services
WASH N' RUN (design) 	37	77/313540	3453272	Car wash services

EXHIBIT D-1

EXXON PROPRIETARY MARKS

Retail Motor Fuels Business

Mark	Class	Appl. Number	Reg. Number	Authorized Use
<p align="center">Canopy Design</p> 	4, 35	77/859372		<p>Motor fuels, namely gasoline and diesel fuels</p> <p>Retail of fuels for vehicles</p>
<p align="center">Canopy Design with EXXON in color</p> 	4, 35	77/859354		<p>Motor fuels, namely gasoline and diesel fuels</p> <p>Retail of fuels for vehicles</p>
ESSO	4	71/181659	176408	Motor fuels, namely diesel fuels.
EXXON	4	72/296761	902044	Motor fuels, namely, gasoline and diesel fuels
EXXON	25	73/124656	1089259	Uniforms
EXXON	37	77/609708	3594892	Automotive service station services
<p align="center">EXXON (stylized)</p> 	4	77/748076	3736429	Motor fuels, namely, gasoline and diesel fuels

Mark	Class	Appl. Number	Reg. Number	Authorized Use
<p>EXXON (stylized)</p> 	37	73/391554	1263693	Automotive service station services.
<p>EXXON (stylized) and Design</p> 	4	72/407854	968512	Motor fuels, namely gasoline and diesel fuels
<p>EXXON (stylized) and Design</p> 	37	77/609704	3594891	Automobile service station services
<p>Forecourt Design EXXON in color and Running Live Tiger Design</p> 	4, 35	77/859402		<p>Motor fuels, namely gasoline and diesel fuels</p> <p>Retail of fuels for vehicles</p>
<p>Fuel Dispenser Design – EXXON in color and Running Live Tiger Design</p> 	4, 35	77/823527		<p>Motor fuels, namely gasoline and diesel fuels</p> <p>Retail of fuels for vehicles</p>

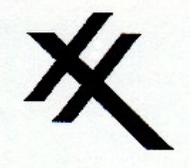
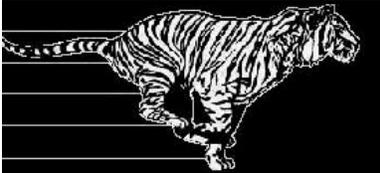
Mark	Class	Appl. Number	Reg. Number	Authorized Use
Interlocking X Design 	4	75/474257	2305494	Motor fuels, namely, gasoline and diesel fuels
Running Live Tiger Design 	4	77/560609	3594835	Motor fuels, namely, gasoline and diesel fuels
Running Live Tiger Design 	37	77/560522	3594833	Automotive service station services
Running Live Tiger Design with Striped Background 	4	77/585076	3594868	Motor fuels, namely, gasoline and diesel fuels
SPEEDPASS	35	76/369844	2884731	Business services, namely facilitation of transaction authorization

EXHIBIT D-2

EXXON PROPRIETARY MARKS

Related Businesses

Mark	Class	Appl. Number	Reg. Number	Authorized Use
BENGAL TRADERS GOURMET COFFEE and Design 	30, 43	78/366759	2933079	<p>Coffee only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date.</p> <p>Preparation and serving of coffee for consumption on or off the premises only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date.</p>
EXXON	37	77/609708	3594892	Car wash services
EXXON	42	73/659159	1471065	Retail food and convenience store services
EXXON SHOP	42	73/659160	1470218	Retail food and convenience store services
TIGER MART & Whimsical Tiger Design 	35	_____	_____	Retail food and convenience store services
TIGER MART & Whimsical Tiger Design 	35	_____	_____	Retail food and convenience store services
TIGER WASH	37	78/408223	3003997	Car wash services

Mark	Class	Appl. Number	Reg. Number	Authorized Use
<p>TIGER WASH and Design</p> 	37	78/188466	2893891	Car wash services
<p>WASH N' RUN</p>	37	78/103355	2792917	Car wash services
<p>WASH N' RUN (design)</p> 	37	77/313540	3453272	Car wash services

Wholesale Marketer Agreement - General Terms and Conditions (2022)
(For Exxon or Mobil Brand)

These Wholesale Marketer Agreement - General Terms and Conditions (2022) (“**General Provisions**”) are incorporated into the Wholesale Marketer Agreement to which these General Provisions are attached (the “**Specific Provisions**”) between Marathon Petroleum Company LP, a Delaware limited partnership (“**Seller**”), and Wholesaler, as that party is identified in the Specific Provisions. The Specific Provisions and these General Provisions are together referred to as the “**Agreement**.” In the event of a conflict between these General Provisions and the Specific Provisions, the Specific Provisions shall control.

1. **DEFINITIONS**

The following definitions, whether in the singular or plural, shall apply to this Agreement, in addition to the definitions contained elsewhere in this Agreement:

- (A) “**Manual**” means one or more manuals, brochures, or memoranda that Seller loans to Wholesaler that contain information and requirements pertaining to marketing programs, credit card, gift card, or other transaction card usage and processing, trademark usage and facility image standards, Seller’s information reporting requirements, forms, and Seller’s current procedures. The Manual may be provided to Wholesaler in hardcopy, or it may be accessible only through a password protected internet site, such as Seller’s current “TSolutions” website. Seller may unilaterally amend the Manual from time-to-time in Seller’s sole discretion.
- (B) “**Marks**” means those specific trademarks, trade names, trade dress, advertising, signs, devices, symbols, slogans, designs and other trade indicia adopted, used, or authorized for use by Seller, or its successor or assignee, in connection with the sale of Products sold under the specific brand that Wholesaler is authorized to use at Branded Outlets as specified in Paragraph 2 of the Specific Provisions and Exhibit A.
- (C) “**Operator**” means a dealer or reseller customer of Wholesaler which operates a Branded Outlet.
- (D) “**Branded Outlet**” means a retail motor fuel facility from which the Products are resold to consumers and at which Seller has provided written authorization to use of the Marks. Exhibit A may be amended by Seller from time-to-time to reflect the approval of additional retail motor fuel facilities as Branded Outlets and the removal of any Branded Outlet in accordance with the terms and conditions set forth in the Agreement.
- (E) “**PMPA**” means the Petroleum Marketing Practices Act (15 U.S.C. § 2801 et seq.).
- (F) “**Products**” means only those branded motor gasoline and diesel fuel which are purchased by Wholesaler from Seller for resale or delivery to the Branded Outlets.
- (G) “**Wholesaler’s Marketing Premises**” means Wholesaler’s premises, including Wholesaler’s office, storage and distribution facilities, which are employed by Wholesaler in connection with the sale, consignment or distribution of the Products.

2. **VOLUME - QUALITY.**

2.1. **Product Minimum Quantities.**

- (A) Wholesaler shall purchase the Product Minimum Quantities from Seller and Seller shall sell the Product Minimum Quantities to Wholesaler. Wholesaler’s purchase of Products in excess of the Product Minimum Quantities during any quarter or Contract Year cannot be applied to offset Wholesaler’s failure to purchase the Product Minimum Quantities during any other quarter or Contract Year and the obligation to purchase the Product Minimum Quantities from Seller shall not be affected by Wholesaler’s loss or termination of any Branded Outlet, by the establishment or existence of an outlet or facility selling Products established or operated by Seller or by another Seller wholesaler or distributor.
- (B) Notwithstanding the foregoing, in the event circumstances beyond the reasonable control of Seller, including but not limited to natural disasters, war, labor unrest, supply or transport disruption or unavailability (“**Supply Event**”), make it commercially unreasonable or impracticable for Seller to sell or supply Products to Wholesaler, Seller may restrict or allocate the Wholesaler’s purchases of Products and the sale to Seller’s other customers in such manner as Seller alone deems fair and reasonable and Seller shall not be liable to Wholesaler for any failure to sell the Product Minimum Quantities. Seller shall notify Wholesaler of any Supply Event, the time such Supply Event is reasonably expected to extend, and the method of allocation or restriction in place.

(C) If Wholesaler fails to purchase the Product Minimum Quantities in any quarter during any Contract Year, then, any payments due Wholesaler relating to Product purchased from Seller during that quarter under this or any other agreement between the parties will be forfeited; provided that, in lieu of said forfeiture, Seller may, in its sole discretion, advance payments on the condition that Wholesaler fulfills its obligation to purchase the Product Minimum Quantities in the aggregate for that same Contract Year (“**Conditional Payment**”) If Wholesaler fails to purchase the Product Minimum Quantities in the aggregate during that same Contract Year, Seller may withhold, under this or any other agreement between the parties, an amount equal to any Conditional Payment previously advanced to Wholesaler, until such time as any Conditional Payment has been repaid to Seller in full. Notwithstanding anything to the contrary in this Article, Seller may, at any time, demand payment from Wholesaler of any Conditional Payment or any other amounts due under this or any other agreement between the parties, and Wholesaler shall promptly pay said amount within ten (10) days of written demand.

2.2. Failure to Supply or Maintain

If (a) Wholesaler fails to supply for any period of seven (7) consecutive days any of Branded Outlets not operated by Wholesaler each of the available grades of Products for resale to the public from dispensers bearing the Marks; or (b) Wholesaler fails to maintain and continuously offer for sale at any of Branded Outlets operated by Wholesaler a representative amount of each of the available grades of Products for resale to the public from dispensers bearing the Marks for any period of seven (7) consecutive days or such lesser period which under the facts and circumstances constitutes an unreasonable period of time; or (c) a Branded Outlet fails to properly utilize the Marks or engages in any activity likely to cause injury to the goodwill associated with the Marks, Seller shall have the right, in addition to any other rights or remedies it may have hereunder or by law, to terminate Wholesaler’s right to use or to grant such right of use of the Marks in connection with the operation of any of such Branded Outlet where the failure occurred. In such event, Wholesaler shall immediately remove the Marks and promptly de-identify the Branded Outlet, and remove any equipment or property belonging to Seller.

2.3. Excess Volume

From time to time, Seller may sell and Wholesaler may purchase Products in excess of the Product Minimum Quantities. Seller’s sale of Products during any period in excess of the Product Minimum Quantities shall not increase the Product Minimum Quantities as to any future period. Wholesaler has no right to purchase Products in excess of the Product Minimum Quantities irrespective of whether Seller has previously allowed Wholesaler or other wholesalers or distributors to purchase Products in excess of the Product Minimum Quantities.

2.4. Quality - WARRANTY DISCLAIMER

Each Product shall meet Seller’s specifications in effect at the time of delivery, and Seller warrants the title to all Products sold hereunder, but SELLER OTHERWISE MAKES NO WARRANTIES OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY PRODUCT SOLD HEREUNDER, AND NONE SHALL BE IMPLIED.

2.5. Change

Seller may at any time change the grade, specification, characteristics, delivery package, brand name, or other distinctive designation of any Product, and any Product as so changed shall remain fully subject to this Agreement.

2.6. Compliance with Other Agreements

Wholesaler’s breach of any other contract between the parties shall be deemed to constitute a default or breach under this Agreement.

3. PRICES.

3.1. General

The purchase price to be paid by Wholesaler for each Product sold by Seller to Wholesaler shall be Seller's branded wholesaler price, FOB the Supply Terminal or other Seller designated place of delivery, in effect at the time and place of delivery for Wholesaler's class of trade and applicable to the grade, brand, container (if any) and quantity delivered. The prices may be communicated through any reasonable method, including a password protected internet site, as Seller may from time-to-time designate. Seller reserves the right in its sole discretion to change prices at any time and without notice to Wholesaler. Seller makes no promises or representations that the price it charges for Products shall be equal to or lower than any existing or potential competitor's prices, or that Wholesaler (or any Branded Outlet) shall or should achieve any particular level or amount of profit on the resale of Products. Seller may, from time to time, recommend to Wholesaler resale prices or pricing strategies for Products resold by Wholesaler. Wholesaler is not obligated to follow these price recommendations and is solely responsible for establishing its own prices, except that Seller may from time-to-time set maximum resale prices to the extent permitted by law.

3.2. Method of Payment

Unless Seller extends credit to Wholesaler as provided below, Wholesaler shall pay for Products in U.S. dollars prior to taking possession of Products. Payment shall be made by electronic funds transfer ("EFT") initiated by Seller, or by such other method as Seller may require. Wholesaler shall establish an account with a financial institution, on terms acceptable to Seller, that provides EFT services and shall authorize Seller to initiate transfers of funds between Wholesaler's account and Seller's accounts for payment of all amounts due under this or any other agreements between Wholesaler and Seller. Wholesaler shall provide Seller with all information and authorizations necessary to debit and credit Wholesaler's account via EFT. All payments must be made in strict compliance with procedures which Seller may implement or change from time to time in its sole discretion. Payment shall be deemed made when, and only when, its receipt has been verified by Seller. Seller may assess a reasonable charge upon Wholesaler for any payment of items, which cannot be completed by EFT or are returned or rejected for lack of sufficient funds or any other reason within Wholesaler's control. Seller's receipt of payment due hereunder after the issuance of any notice of termination is not a waiver of Seller's termination rights.

3.3. Credit

Seller may in its sole discretion from time to time extend credit to Wholesaler in whatever amounts and on whatever terms Seller alone selects. If Seller extends Wholesaler credit, Seller may withdraw it at any time without notice and for any reason. If Seller extends credit to Wholesaler and Wholesaler fails to comply with any of the credit terms or, in Seller's sole judgment, Wholesaler is or becomes financially unsound, Seller may do any or all of the following: (i) require that Wholesaler pay for Products by cashier's check, money order, EFT or bank wire transfer prior to delivery, (ii) require that Wholesaler post an irrevocable letter of credit issued by a bank satisfactory to Seller, (iii) require Wholesaler present evidence of financial solvency, and (iv) declare Wholesaler in default of this Agreement if Wholesaler fails to pay any indebtedness when due, provide evidence of financial solvency upon request, or comply with any other term of this Agreement. Wholesaler agrees that regardless of whether and for how long Seller has extended it credit, Seller may cease extending credit at any time and instead require that payment be made in the manner set forth in Paragraph 3.2.

3.4. Record Keeping

Wholesaler shall at all times keep and maintain complete and accurate records of all Products purchased and all Products sold, consigned, or delivered to Branded Outlets. Seller may require Wholesaler to report information regarding the Wholesaler's purchase or sale of Products in a specified format and may further require Wholesaler to provide information, in a form acceptable to Seller, regarding sales of Products from the Branded Outlets. Wholesaler shall further (a) sell all Products through metered dispensers which shall indicate the grade and amount of Products sold, (b) allow Seller to inspect Wholesaler's Products dispensers, recorders and meters, and to inspect and audit Wholesaler's books and records relating to the purchase, sale, consignment, delivery, and transportation of Products, (c) allow Seller to ascertain the volume of Products in any of Wholesaler's storage tanks and facilities, (d) require each Branded Outlet to keep and maintain complete records of all Products purchased and delivered and all Products sold or dispensed by the Branded Outlet, (e) secure from each Branded Outlet permission or the right by Wholesaler or Seller to inspect or audit the records of the Branded Outlet; and (f) periodically inspect, sample, and test (and maintain

proper and complete records regarding such inspections, sampling, and testing) to verify that any Product sold to any of Branded Outlet has not been (or is not) contaminated, or commingled with any other Product or motor fuels, and that each Product sold to and sold by each of Branded Outlets is properly labeled, has not been commingled, is being properly stored, and otherwise complies with all requirements established by the Environmental Protection Agency, or other applicable authority.

4. **FACILITIES.**

4.1. **Storage and Dispensers**

Wholesaler shall maintain on Wholesaler's Marketing Premises storage tanks or other appropriate facilities adequate for it to meet its obligations under this Agreement. Wholesaler shall ensure that Wholesaler's storage facilities, as well as all storage facilities maintained by the Operators, are compatible with Seller's Product formulations. Further, Wholesaler shall ensure that all dispensing devices and storage facilities maintained on Wholesaler's Marketing Premises or maintained by its Branded Outlets, are at all times properly permitted and completely comply with all applicable governmental requirements, and any specifications which Seller may issue from time to time. Without restricting any right or remedy of Seller, or imposing any duty or liability upon Seller, upon Seller's request, Wholesaler shall promptly furnish Seller with written evidence that Wholesaler's, and each Branded Outlet's, dispensing devices and storage facilities comply with all governmental requirements and provide copies of underground storage tank permits and specifications, and allow Seller representatives to inspect the dispensing devices and storage facilities to confirm such compliance.

4.2. **Leak Prevention and Detection**

Wholesaler is solely responsible for any Product storage facilities maintained at the Branded Outlets or at Wholesaler's Marketing Premises, including, without limitation, underground storage tanks and related equipment. Wholesaler and the Operators are solely responsible for taking, and shall take the following leak and water contamination prevention and detection measures:

(A) **Monitoring**

Wholesaler shall perform, or cause the Operators to perform, any and all monitoring procedures required by applicable laws, regulations or governmental authorities at Wholesaler's Marketing Premises and at the Branded Outlets.

(B) **Secondary Containment**

Wholesaler shall perform, or cause the Operators to perform, any and all construction or retrofitting necessary to satisfy or comply with the secondary containment standards for underground storage tanks required by applicable laws, regulations or governmental authorities.

(C) **Notification**

Wholesaler shall immediately investigate in accordance with regulatory leak detection requirements and report to all appropriate governmental authorities (i) any detectable loss or suspected loss of Products that exceeds regulatory variation limits of any Product, (ii) the activation or alarm of any leak detector or other continuous monitoring system, (iii) the discovery of any broken weights and measures seals or other seals in any Product dispenser, (iv) the discovery of any visible leak in any Product dispenser, Product piping or submerged pumps, (v) any change in the condition of the land or surface adjacent to fill boxes or dispensers, (vi) water in excess of one inch (1") in any storage container, or (vii) any spills or overfills that are not immediately and properly contained and cleaned up. If a leak is confirmed all Product must be removed from any affected storage tank immediately, and the tank secured.

4.3. **Knowledge of Risks**

Wholesaler acknowledges that it has been fully informed concerning the nature and existence of risks posed by transporting, storing, using, handling and being exposed to the Products. Wholesaler shall inform the Operators and Wholesaler's employees, agents, contractors and customers of such risks. Wholesaler shall display, publish and distribute any safety warnings or disclosures as may be requested or required by Seller or any governmental authority from time to time, and Wholesaler shall ensure that the

Operators and Wholesaler's employees, contractors, and carriers use safe and proper methods of handling the Products.

5. **DELIVERIES.**

5.1. Places

Each Product shall be delivered to Wholesaler only at the Supply Terminals. However, Seller may at any time change the place of delivery of any Product by giving Wholesaler at least fifteen (15) days prior written notice. Such notice shall specify the new place of delivery and Seller's then-current price for each affected Product, FOB the new place of delivery. If the Supply Terminal at which the sale of the Product was discontinued was the only Supply Terminal for such Product and Seller does not designate a different Supply Terminal for that Product, then both Seller and Wholesaler shall be relieved of any further obligation hereunder with respect to that Product.

5.2. Exchange Terminals.

(A) Petroleum products may be made available to Seller at exchange terminals pursuant to a product exchange agreement between Seller and a third party. Each such exchange agreement is terminable at any time by either party thereto without cause upon short notice. If any such exchange agreement is terminated, Seller may terminate or cancel its obligations hereunder to deliver Products to Wholesaler at the affected exchange terminal delivery point by giving Wholesaler ninety (90) days prior written notice of such termination or, if it would not be reasonable for Seller to give ninety (90) days prior written notice, at Seller's election upon giving Wholesaler prior notice of such lesser period as is reasonable in the circumstances.

(B) If any such exchange agreement is terminated for any reason and Seller is able to make alternative arrangements on terms and conditions satisfactory to Seller in its sole discretion, for the supply of Products to Wholesaler at a new or substitute delivery point, Seller's obligations hereunder shall be subject to all of the terms and conditions of such new or substitute exchange agreement or other supply agreement. If only limited quantities of petroleum products are available to Seller at such new or substitute delivery point under such alternative supply arrangements, Seller may allocate deliveries of available Products on any basis, which in Seller's sole judgment is fair and reasonable.

(C) If Seller can no longer deliver Products to Wholesaler at an exchange terminal, and Seller is unable to make alternative arrangements to supply Products to Wholesaler on terms and conditions satisfactory to Seller, the parties acknowledge that such event shall render Seller's performance under this Agreement impracticable or impossible and that Seller shall thereafter be excused from any further obligation to sell or supply Products to Wholesaler at such exchange terminal.

(D) Wholesaler shall comply with all applicable rules and regulations of any exchange terminal in effect at the time of delivery, including but not limited to any requirement that Wholesaler provide specified insurance coverage.

5.3. Deliveries

All deliveries shall be made to Wholesaler's owned truck or trailer or designated contract carrier. Seller shall not be obligated to deliver any Products outside of the usual business hours of the Supply Terminal or in any quantity less than the maximum full load permitted by applicable law or applicable Seller standard or procedure for the type of delivery equipment utilized. All delivery and transportation equipment shall comply with applicable laws and tariffs and with such procedures or standards as Seller may adopt from time to time. Wholesaler and Wholesaler's designated contract carrier must agree to comply with all rules or procedures established by the Supply Terminal. Wholesaler and Wholesaler's designated contract carrier shall exercise the highest degree of care to avoid any spillage of Products or any injury or harm to any third person or to property.

5.4. Title

Title to any Products delivered shall pass to Wholesaler at the outlet flange of the truck loading rack hose at the applicable Supply Terminal. Any Product that may be redelivered to a Supply Terminal as a result of the operation of Wholesaler's vapor recovery equipment or system shall become the property of Seller without any accounting therefore by Seller to Wholesaler.

5.5. Product Handling/Ultra Low Sulfur Diesel

Wholesaler shall take all reasonable precautions to ensure that Wholesaler, any carrier hired by Wholesaler, and the Operators do not commingle any Product with any other motor fuel, or otherwise contaminate any Product with any additives that have not been approved by Seller. With respect to any ultra low sulfur diesel sold under this Agreement, Wholesaler shall take care to ensure that such Product is not commingled or contaminated in any truck, pipeline, railcar, tank or vessel with any other diesel or other Product, and Wholesaler shall take steps to ensure that the Product is not handled in any fashion such as to cause the sulfur concentration of the Product to exceed any governmental requirements. Wholesaler shall be solely responsible for ensuring that all carriers, transporters and storage facilities loading and handling the Products after the delivery to Wholesaler take adequate measures to prevent any contamination of any Product being sold hereunder. Seller shall have no liability to Wholesaler, or to any Operator, carrier, agent, affiliate, contractor, or any consumer, for any claims, damages, losses, injury or harm of any kind should the loading, handling, storage, or transportation of any ultra low sulfur diesel by Wholesaler or its carriers, agents, affiliates, contractors or customers cause or result in any Product's sulfur concentration to exceed the EPA's, or other governmental authority's, requirements, and Wholesaler hereby waives and releases all such claims, damages, losses, injury or harm.

6. **NONEXCLUSIVE DISTRIBUTOR.**

6.1. Nonexclusive Distributor.

Seller hereby appoints Wholesaler as its nonexclusive distributor of the Products specified in this Agreement, with the responsibility to serve and develop trade and to diligently promote the sale of the Products.

6.2. Nonexclusive Use of Marks

Wholesaler's right to sell any Product and Wholesaler's right under this Agreement to use or further license the use of the Marks is not exclusive. Seller specifically reserves, without limitation, the unqualified right to engage and to engage others in the sale and distribution of the Products and to directly compete with Wholesaler and Branded Outlets and to establish, either directly or through wholesalers or distributors, gasoline outlets and facilities using the Marks or otherwise.

6.3. Branded Outlets

Wholesaler agrees that it shall sell Products only to the Branded Outlets.

7. **TRADEMARKS AND OTHER INTELLECTUAL PROPERTY.**

7.1. Grant of Right to Use Trademark.

(A) During the Term, Wholesaler shall display the Marks in the manner specified by Seller. All trademark rights resulting from such display or usage shall inure to Seller's benefit. Seller reserves the right to withdraw or modify any of the Marks or their manner of display without prior notice to Wholesaler. Upon receiving notice of any withdrawal or modification of the Marks, Wholesaler shall fully implement any modification or termination within the time specified in the notice. If Wholesaler fails to comply fully with any notice of withdrawal or modification, in addition to any other remedies available to Seller for breach of this Agreement, Seller may demand that Wholesaler immediately remove all Marks from Wholesaler's Marketing Premises, or any Branded Outlet.

(B) Wholesaler's license to use the Marks and to license the use of the Marks to any Branded Outlet is limited to the following:

- (a) Wholesaler is authorized to use the Marks at Wholesaler's Marketing Premises and in connection with Wholesaler's sale of Products;
- (b) Wholesaler is authorized to license the use of the Marks at the Branded Outlets; provided, that the Operator has agreed in writing to fully comply with all trademark and trade dress requirements which Seller may specify, and Wholesaler has entered into a written contract with the Operator and the contract contains a provision substantially similar to the provision set forth in part (c) of this Paragraph below.

(c) Wholesaler may license the use of the Marks to additional motor fuel facilities with Seller's prior written consent, which may be withheld by Seller in its sole discretion. Upon Seller's written consent, Wholesaler shall provide Seller with a copy of the executed contract between Wholesaler and the Operator of that facility at which time such motor fuel facility shall be a Branded Outlet and deemed added to Exhibit A. The written contracts governing the relationship between the Wholesaler and the Operator must provide that the Operator's contract is subject to the terms and conditions of this Agreement. All contracts between Wholesaler and any Operator must include a provision, set out separately and conspicuously from all other contract provisions, substantially identical to the following:

[Operator] acknowledges that this Agreement is exclusively between [Wholesaler] and [Operator], that Marathon Petroleum Company LP, a Delaware limited partnership or any of its affiliates ("Seller"), is not a party to this Agreement, and that Seller shall have no obligations to [Operator] under this Agreement. [Operator] further acknowledges and represents that that this Agreement has not been entered into based on any promises, representations, or statements by Seller, or any of its representatives, and further understands that any statement or promise that may have been made (or that may be made in the future) by any Seller representative, or on Seller's behalf, shall not be binding against Seller and shall have no legal effect unless contained in a written document signed by an authorized representative of Seller. [Operator] hereby waives and forever discharges any claim it may have against Seller based on any fact or event occurring before the execution of this Agreement. Further, [Operator] hereby grants to Seller the right to enter onto its premises and to allow Seller the right, but not the obligation, to inspect the Branded Outlet and to sample and test all motor fuels sold by [the Branded Outlet] to determine whether [the Branded Outlet] is in compliance with the standards provided by Seller, or whether any motor fuel sold by [the Branded Outlet] is properly labeled, has not been commingled, is being properly stored, or complies with all requirements established by any governmental agency.

7.2. Compliance with Trademark Requirements

Wholesaler shall at all times fully comply, and Wholesaler shall cause the Operators to comply, with all trademark and trade dress requirements set forth in the Manual, or otherwise provided or made available to Wholesaler by Seller. During the Term, Seller may from time to time change such trademark and trade dress requirements. Wholesaler hereby agrees that Seller may and acknowledges that in all likelihood Seller shall change such requirements from time to time. Wholesaler shall ensure that all Branded Outlets conform their trade dress to all such changed requirements within ninety (90) days after Wholesaler has received written notice from Seller of any change. Wholesaler agrees to diligently monitor and enforce Seller's trademark and trade dress requirements at all Branded Outlets.

7.3. Restrictions

Wholesaler shall not, and shall cause the Operators not to, adulterate, mislabel, misbrand or contaminate any Product; add any ingredients to any Product without Seller's prior written consent; use any Mark except in connection with genuine Products; claim any right, title or interest in or to the Marks; directly or indirectly deny or assail or assist others in denying or assailing Seller's ownership or license to use the Marks; register, adopt as its own property, or use or assist others in registering, adopting, or using any trademarks, trade names, advertising, signs, devices, symbols, slogans, designs, or other trade indicia confusingly similar to the Marks; or commit other trademark violations or acts that could disparage or dilute the Marks or adversely affect the value of the Marks or their goodwill and rights. All trademark rights resulting from display or usage shall inure to the benefit of Seller or Seller's licensor.

7.4. Termination of Right of Use of Marks – Branded Outlets

If Wholesaler or any Operator shall violate any provision or condition of this Agreement with respect to the operation of any Branded Outlet, Seller shall have the right, in addition to any other rights or remedies it may have hereunder or by law, to terminate Wholesaler's right to use or to license the use of the Marks to such Branded Outlet. Wholesaler acknowledges that all of Wholesaler's rights to use the Marks are derived from and through this Agreement, and that neither Wholesaler nor any Operator shall have any right to use or display any of the Marks following the termination of this Agreement. Upon termination of this Agreement, or upon the termination of Wholesaler's agreement with an Operator, Wholesaler shall immediately cause the removal or obliteration of the Marks at the Branded Outlet and cause such Branded Outlet to cease operation as a Branded Outlet, and if Wholesaler fails to do so, Seller may do so at Wholesaler's expense.

7.5. Equipment and other personal or intellectual property

In its sole discretion, Seller may loan or lease to Wholesaler various items of equipment or personal property (for example, signs, sign poles, or credit card processing equipment) or it may license or authorize the use of computer software or other proprietary systems or intellectual property. Wholesaler hereby agrees that any such equipment, personal property, software, or other intellectual property, which Seller provides to Wholesaler or authorizes Wholesaler to use hereunder shall remain the property of Seller regardless of whether it is affixed to any premises. Wholesaler shall ensure that no such equipment, personal property, software, or other intellectual property is removed from Wholesaler's Marketing Premises or from any Branded Outlet without Seller's prior written consent. Wholesaler shall bear the cost of maintaining, repairing and replacing any equipment or personal property loaned or leased to Wholesaler by Seller. All loaned or leased equipment or personal property, as well as any software, or other intellectual property, heretofore or hereafter provided by Seller to Wholesaler shall be returned in good condition by Wholesaler to Seller immediately upon Seller's demand.

7.6. Use of Confidential Information

Seller shall make available to Wholesaler certain Confidential Information. Wholesaler shall not use the Confidential Information for any purpose other than the performance of Wholesaler's obligations under this Agreement. Wholesaler agrees that it shall return all Confidential Information to Seller after termination of this Agreement, and agrees further that during the Term, Wholesaler shall not disclose or provide any Confidential Information to third Parties, and shall take precautions to guard against the inappropriate disclosure of Confidential Information to third parties by Wholesaler's officers, directors, employees, agents, and representatives. For purposes of this Agreement, the term "**Confidential Information**" shall include all software provided or made available to Wholesaler by Seller, any information or materials designated by Seller as Confidential Information when provided or disclosed to Wholesaler, all information about or describing the contents, qualities, or characteristics of Seller's Products or Seller's pricing to Wholesaler for the Products, and all information contained in the Manual or other materials describing Seller's marketing programs, including, but not limited to Seller's credit card processing procedures, operational elements and forms, Seller's fleet card marketing information, operational elements and forms, Seller's loyalty program materials and operational manuals, and its mystery shop program elements and scores.

8. **CREDIT CARDS.**

8.1. Credit and Debit Card Acceptance

If and so long as Seller elects to issue its own or accept specified third party credit cards, debit cards, credit identifications, or other transaction authorization cards ("**Transaction Cards**") in the State in which Branded Outlets are located, Wholesaler shall honor, and shall cause the Operators to honor, all such Transaction Cards for all authorized products and services sold at or from Branded Outlets, and account for all such transactions, in strict compliance with the terms and conditions appearing thereon and with the provisions of this Agreement and any credit card sales procedures and requirements furnished to Wholesaler included in the then current Manual provided to Wholesaler for use of Wholesaler and the Operators. Seller shall accept from Wholesaler all authorized invoices or transactions based on Transaction Cards, and, at Seller's option, shall pay the amount of the invoice or transaction to Wholesaler by check, credit the amount to Wholesaler's bank account by EFT or set off the amount against Wholesaler's account with Seller, in each case after deducting any service charge to Wholesaler by Seller in effect under the then current Manual. For each invoice or transaction or portion thereof which is not authorized, which is for any reason disputed by

the customer, or which is otherwise subject to chargeback under the Manual, Seller may either charge the invoice or amount to Wholesaler's account with Seller or require Wholesaler to make immediate refund to Seller of the invoice amount, including refund by draft or EFT initiated by Seller without deduction for any service charge previously earned thereon by Seller. Seller may at its option and without limitation of any other rights or remedies available to it under the Agreement or otherwise, limit or cancel the right of Wholesaler or any Operator to participate in Seller's program for Transaction Cards. Wholesaler (i) acknowledges that the Manual and any revision thereof have been made available to Wholesaler, and (ii) shall comply with Seller's procedures as set forth in the Manual and in any revision thereof made by Seller, if any. Seller may also, without limitation of any other rights or remedies available to it under this Agreement or otherwise, charge and collect from Wholesaler any and all fines or fees referenced in the Manual. Wholesaler shall be responsible for and shall not be paid for any chargebacks, regardless of fault. Wholesaler shall be responsible for compliance and shall ensure compliance at all Branded Outlets with all applicable Payment Card Industry Data Security Standards ("PCI DSS") and any other applicable laws, rules and regulations pertaining to any Transaction Card and credit card security.

8.2. Point of Sale Equipment and Software

Seller may, during the Term, issue, amend, or otherwise modify certain policies or requirements pertaining to Wholesaler's and the Operators' acceptance of credit cards, debit cards (either on-line or off line), check verification systems, wire transfers, or such other types of electronic fund transfers. Wholesaler agrees to comply with such policies or requirements as may be issued or modified by Seller. Without limitation, such policies or requirements may require Wholesaler to purchase, lease and install at all Branded Outlets approved electronic point-of sale ("EPOS") equipment, hardware, and software, and to comply with all rules or requirements that may be issued by an approved third-party processor. Seller may further provide, loan, or license to Wholesaler and the Operators certain EPOS software or hardware, and, in such event, Wholesaler acknowledges, and shall cause the Operators to acknowledge, that Wholesaler and the Operators shall have no right, title or ownership interest in any such EPOS software or hardware, that such software and hardware is proprietary, and that Wholesaler and the Operators shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for such EPOS software or hardware, or in any way alter its intended functionality. Wholesaler agrees to pay any and all additional or new costs or fees associated with the operation of the EPOS equipment or software, including but not limited to, costs associated with satellite connections, telecommunications charges, and installation and upgrading of EPOS equipment or software.

9. ASSIGNMENT.

9.1. General

Seller may assign, sell, or transfer its rights or it may delegate its obligations under this Agreement at any time without obtaining the authorization or consent from Wholesaler. In the event of Seller's assignment or delegation of its rights and obligations under this Agreement, Wholesaler agrees that Seller shall have no further liability to Wholesaler after the effective date of such assignment and delegation, and all references to "Seller" in this Agreement shall be substituted with the name of the party to whom this Agreement has been assigned. This Agreement is personal to Wholesaler and shall not be transferred or assigned by Wholesaler without the prior written consent of Seller, which consent, subject to any contrary requirements of any applicable statute, Seller may withhold in its sole discretion. Any assignment made without Seller's prior written consent, or otherwise in violation of this Agreement, shall be null and void. To ensure that Seller has adequate time to evaluate any assignment request, Wholesaler shall allow Seller at least sixty (60) calendar days to evaluate any assignment or transfer request and shall not request any transfer or assignment consent less than forty-five (45) calendar days before the expiration or termination of this Agreement.

9.2. Particular Acts

Without limitation, each of the following acts shall be considered an assignment:

(A) If Wholesaler is an individual, the transfer of this Agreement, whether by sale or operation of law, upon the death of Wholesaler; and

- (B) If Wholesaler is a partnership or limited liability company (LLC), any change (voluntary, involuntary or by operation of law) in the ownership and/or control of the partnership or the LLC, or the dissolution of the partnership or LLC; and
- (C) If Wholesaler is a corporation, any dissolution, merger, consolidation, or other reorganization, or the sale or transfer by Wholesaler or any shareholder of 10% or more of the voting shares of the capital stock of Wholesaler or of a lesser interest which cumulatively vests 10% or more of the voting shares in the transferee.

9.3. Successors in Interest

Notwithstanding any other provision of this Agreement, upon the death or incapacitation of Wholesaler for more than ninety (90) consecutive calendar days (if Wholesaler is a natural person), a general partner or member of Wholesaler (if Wholesaler is a partnership or limited liability company) or a majority shareholder of Wholesaler (if Wholesaler is a corporation), the interest in this Agreement of such deceased or incapacitated person passes directly to an eligible person or persons whom the deceased or incapacitated has designated as his successor in interest, in writing in a form prescribed by and filed with Seller, and who notifies Seller within twenty-one (21) calendar days after the death or incapacitation of his intention to succeed to such interest, this Agreement shall continue for the remaining Term hereof, provided that such successor in interest agrees in writing to assume all of the obligations under this Agreement of the deceased or incapacitated person and satisfies Seller's then current criteria for similar franchisees. A person who is eligible to be designated as successor in interest is one who is (a) the adult spouse or adult child (natural or adopted) or parent of the deceased or incapacitated; (b) a general partner or member of the deceased or incapacitated; or (c) a fellow shareholder of the deceased or incapacitated. Only the most recently properly designated successor in interest shall be recognized as such.

10. TAXES AND CHARGES.

Wholesaler shall promptly pay when due all taxes, or other governmental assessments, levied or assessed by reason of Wholesaler's operations and its performance under this Agreement. Wholesaler further agrees to pay any State unemployment tax. Wholesaler shall also pay when due any tax (including, but not limited to, sales, use, value added, occupation, gross receipts, registration, ad valorem, excise, environmental (including Superfund), and documentary taxes, including any interest charge or penalty that may result therefrom), duty, fee or other governmental charge, or any other public or private fee, charge or assessment now or hereafter levied on any Products delivered hereunder, or on Seller, or required to be paid or collected by Seller, by reason of the purchase, receipt, importation, manufacture or removal of such Products by Seller, or levied on or incurred in connection with or incidental to the sale, transportation, storage, delivery, use or removal of such Products, insofar as the same is not expressly included in the prices hereunder. Wholesaler shall furnish Seller with satisfactory tax exemption certificates where an exemption is claimed. With respect to any equipment or personal property which Seller may loan to Wholesaler, Wholesaler shall be responsible for reporting and paying all personal property taxes associated with such equipment or personal property. Upon Seller's request, Wholesaler shall provide Seller proof of proper reporting and payment of all taxes for which the Wholesaler is responsible under this Agreement. Wholesaler shall not permit or allow any tax or governmental lien, tax sale, or seizure by levy or execution of similar writ or warrant to occur against Wholesaler's Marketing Premises, or any of the inventory, supplies, or equipment located thereon.

11. COMPLIANCE - INDEMNITY - CLAIMS.

11.1. Compliance with Laws and Regulations

In receiving, storing, handling, selling and delivering Products, Wholesaler shall comply, and shall cause any Operator to comply, with any and all applicable federal, state and local laws, regulations, rules, decrees and/or permits including those pertaining to human health, safety or the environment, and shall further comply, and shall cause any Operator to comply, with any and all permits or licenses pertaining to the Wholesaler's Marketing Premises or to any Branded Outlet (collectively, the "Laws"). Any references in this Paragraph and in this Agreement to laws or regulations shall include all such laws and regulations pertaining to the Products, or the air, or surface, or subsurface water, surface or subsurface soil, and the handling, storage and disposal of hazardous substances, materials or wastes, or solid wastes (whether or not defined as hazardous by such laws or regulations), and vapor recovery and vapor recovery equipment. Wholesaler shall comply, and shall cause any Operator to comply, with all operating, reporting and record

keeping laws and regulations, as well as all operating, reporting and record keeping procedures designed to ensure that no unauthorized release of any Product occurs, and that in the event any Product is released, all applicable reporting, record keeping and cleanup requirements are fully complied with.

(A) Labor & Human Trafficking. Wholesaler shall comply, and shall cause any Operator to comply, with any and all federal, state and local labor laws, including laws against slave labor and human trafficking. Upon request, Seller may conduct audits at reasonable times to ensure such compliance, and Wholesaler shall provide Seller with written verification of such compliance.

(B) Foreign Corrupt Practices Act Compliance. Wholesaler will comply with all laws prohibiting bribery and corruption in performing this Agreement and any other agreement or understanding between the parties. Wholesaler, its officers, directors, stockholders, employees and agents, have not and will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of money or anything of value to (1) any government, official, agent, employee of any government department or agency, or state-owned enterprise, whether or not acting in an official capacity; (2) any political party or official thereof or any candidate for political office; or (3) any person knowing that all or any portion of such money or thing of value will be given or promised, directly or indirectly, to persons described in (1) or (2) for purposes of:

(a) influencing any act or decision of such entities or persons in their official capacity, including a decision to do or omit to do any act; or

(b) inducing such entities or persons to use their influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain business with, or directing business to, the Wholesaler or to any person or entity.

11.2. New or Changed Laws or Regulations

If during the Term new Laws become effective, or any existing Laws are or their interpretations are materially changed, which change is not addressed by another provisions of the Agreement, and has a material adverse economic impact upon Seller or any third party transporting, receiving or delivering Products on behalf of Seller sold under this Agreement, Seller, acting in good faith, shall have the option to request renegotiation of the relevant provisions of the Agreement with respect to deliveries not yet made. In the event that Seller, acting in good faith, is dissatisfied with the results of such renegotiations, Seller shall have the right to terminate this Agreement, by notice of termination at any time if the change in Laws effectively precludes Seller from selling, purchasing, delivering or receiving Products.

11.3. Indemnification

To the fullest extent authorized under applicable law, except to the extent of Seller's sole negligence, Seller's willful misconduct, or Seller's breach of this Agreement, Wholesaler agrees to indemnify, defend and hold harmless Seller (including its directors, officers, agents, and employees) from and against any and all claims, actions, liabilities, losses, costs and expenses (including reasonable attorneys' fees and expert witness fees) for or involving any property damage, personal injury, bodily injury, death, remediation or clean-up, fines, penalties, taxes, business interruption, or any other cause of action or claim of every nature or kind whatsoever, in any way arising out of or incident to or related to Wholesaler's purchase of Products under this Agreement or its sale or consignment of Products to any Branded Outlet, including, but not by way of limitation, any and all claims arising out of or based on (i) any breach by Wholesaler of any provision of this Agreement or of any duty owed by Wholesaler to Seller or to the public, (ii) Wholesaler's purchase, storage, use, sale, transportation, loading or unloading, delivery, or disposal of Products, including any claims in any way arising out of Wholesaler's or Wholesaler's agents, servants, employees, Operators, contractors, or carriers entering, leaving or being upon Seller's premises (premises as used herein shall mean any delivery point or any location where Products are made available by Seller to Wholesaler), (iii) any violation of any federal, state or local regulations, by Wholesaler or its agents, servants, workmen, employees, Operators, contractors, or carriers, (iv) any cleanup, remediation, or damages caused in whole or in part by any release or discharge of Products (or other pollutant or hazardous substance) by Wholesaler, or Wholesaler's agents, servants, employees, Operators, carriers, or contractors, (v) the use or occupancy of the Wholesaler's Marketing Premises or a Branded Outlet, (vi) Wholesaler's or an Operator's operation of its business or the use, custody or operation of Seller-owned equipment or any other equipment, or its failure to perform its obligations hereunder, (vii) any sale or consignment of Products to any Branded Outlet (including any dispute related to the terms of sale (e.g., price) or the condition, quantity, or quality of the Products sold), (viii) Wholesaler's breach of or failure to perform any contractual or other duty owed to an Operator or to any third

person, or (ix) any intentional or unintentional violation by Wholesaler of any legal duty, obligation, or requirement applicable to Wholesaler's business, Wholesaler's Marketing Premises, Wholesaler's storage, transportation, or sale of Products, or the disclosure or warning of risks associated with Products at Wholesaler's Marketing Premises or any Branded Outlet, (ix) for any or otherwise fines, penalties, damages, claims or assessments incurred by Seller as a result of any violation or alleged violation of PCI DSS or any other applicable laws, rules and regulations pertaining to Transaction Cards and credit card security by Wholesaler or any Operator. To the extent that Wholesaler may be immune from any liability under or by virtue of any applicable industrial insurance or workers' compensation statute, Wholesaler agrees to waive such immunity to the extent such immunity would otherwise extend to its defense and indemnification obligations under this Agreement. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

11.4. Notice of Claim and Limitations on Wholesaler's Claims Against Seller

Wholesaler shall notify Seller in writing of the exact nature of any nonconformity in the type, quantity, quality, or price of any Products delivered to or purchased by Wholesaler under this Agreement within thirty (30) calendar days after taking possession of the Products. Wholesaler hereby waives any claim against Seller based on any such nonconformity, including any product defect, of which Wholesaler does not so notify Seller. Should Wholesaler claim that any Product sold was in any way defective, Wholesaler shall promptly furnish samples of the Product claimed to be defective but Seller shall have the right to take its own samples, and Wholesaler shall preserve an adequate quantity of the Product for a reasonable period of time to allow Seller to take such samples. In any event, Seller shall not be liable for any claim in excess of the purchase price of the Product or for any special, indirect, incidental, or consequential damages of any kind, whether based in contract, tort (including negligence or strict liability), warranty or otherwise. Every notice of claim shall set forth fully the facts on which the claim is based.

12. INSURANCE.

12.1. Coverage

Without in any way limiting any of Wholesaler's obligations, under applicable Law and additional requirements set forth in the Specific Provisions, if any, Wholesaler shall maintain at all times, at Wholesaler's expense and in compliance with any applicable requirements of law, insurance satisfactory to Seller of the following minimum types and limits:

(A) Workers Compensation Insurance with statutory limits, and Employers' Liability insurance with a limit of \$1,000,000 each occurrence. Such insurance shall include a waiver of the insurer's rights of subrogation against Seller.

(B) Comprehensive General Liability Insurance (including, without limitation, coverage for premises/operations, products/completed operations, and contractual obligations assumed in this Agreement) with a combined limit for bodily/personal injury and property damage of at least \$3,000,000 each occurrence. This policy shall include Broad Form Contractual Liability insurance coverage which shall specifically apply to the obligations assumed in this Agreement by Wholesaler.

(i) Liquor Liability Insurance if alcoholic beverages are sold at Branded Outlets utilizing endorsement CG 00 33, CG 24 08 or an equivalent

(ii) Garagekeepers Legal Liability if Branded Outlets have service bay(s) or car washes with limits of not less than \$60,000 per occurrence

(C) Business Automobile Liability Insurance (including, without limitation, coverage for the operation of vehicles owned, non-owned or hired, and contractual obligations of this Agreement) with a combined limit for bodily/personal injury and property damage of \$3,000,000 each occurrence.

(D) With respect to the insurance specified in Subparagraphs (B) and (C) of this Paragraph, Wholesaler may comply with these requirements by combining coverage between a primary insurer and an excess insurer or insurers. Each policy of insurance described in Subparagraphs (B) and (C) shall name Seller as additional insured and each policy of insurance described in this Paragraph 12 shall include a waiver of any rights of subrogation against Seller.

(E) From time-to-time, Seller may require Wholesaler to obtain additional or different types of insurance.

12.2. Certificate of Insurance

Prior to the Effective Date and thereafter prior to the expiration of any required insurance, Wholesaler shall provide Seller with a certificate of insurance certifying the existence of the above coverage and stating specifically that such coverage shall not be canceled or materially changed without at least thirty (30) days prior written notice to Seller. Wholesaler shall further provide Seller with at least thirty (30) days prior written notice if any such insurance shall expire for any reason without being replaced with equivalent coverage. If Wholesaler fails to provide the required insurance coverage, then Seller, in addition to such other remedies as it may have, shall have the right to purchase such insurance coverage at Wholesaler's expense. Wholesaler shall upon demand promptly reimburse Seller for the cost of any insurance purchased by Seller for Wholesaler's account.

12.3. **Branded Outlets.** Wholesaler shall further ensure that each Branded Outlet maintains and obtains the same types of insurance and with the same limits as provided for in this Agreement. Wholesaler shall further ensure that Seller is named as an additional insured on all such policies of insurance.

13. **EXCUSES FOR NONPERFORMANCE.**

Seller and/or Wholesaler, as applicable, shall be excused from their respective obligations under this Agreement to the extent that performance of any obligation is delayed or prevented by any circumstances beyond the non-performing party's reasonable control, including the following: acts of God, acts of federal, state or local governments or agencies, compliance with requests, recommendations, laws or orders of any governmental authority or any instrumentality thereof, fire, explosion, mechanical breakdown, strikes or other labor trouble, plant slow down or shutdown, riots or other civil disturbances, unavailability of or interference with Seller's usual sources of the Products or crude oils or other constituent materials, or the usual means of transporting any of the same. If, due to any of the foregoing reasons, there should be a shortage of any Product from any source, Seller shall not be obligated to purchase supplies from any other than its usual sources or to divert supplies in order to perform this Agreement and may apportion its available supplies among its contract and non-contract customers and its own internal uses in any manner as it finds fair and reasonable. Quantities of Product consequentially undelivered by Seller for the reasons set forth above shall be deducted from the applicable Product Minimum Quantities.

14. **BRANDED OUTLETS.**

Operation of Branded Outlets

Wholesaler shall at all times operate, or cause the Operators to operate, each Branded Outlet in accordance with the standards of operation and appearance which Seller may from time to time specify in the Manual to protect Seller's goodwill and the value of the Marks. In the absence of any other written specification or standard which may be issued by Seller, Wholesaler shall at all times operate, or cause the Operators to operate, each Branded Outlet in accordance with the following standards of operation and appearance but the means and manner of performance shall be within the sole discretion of Wholesaler:

(A) *Merchandising*

Wholesaler and the Operator shall diligently and efficiently merchandise and promote the Products which may be offered for resale under the Marks so as to maintain the good reputation and public acceptance thereof. Neither Wholesaler nor the Operator shall display or offer merchandise or paraphernalia, which Seller, in its sole discretion, deems morally offensive or distasteful to the general public.

(B) *Service Work*

All mechanical and service work performed by Wholesaler or the Operator and their employees shall be done in a workmanlike manner, utilizing only first-class new materials and parts except when the customer specifically authorizes rebuilt or used materials or parts.

(C) *Staffing*

Wholesaler and the Operator shall maintain an adequate and competent staff of employees, considering both the volume and nature of the business activity, to meet the standards specified in this Paragraph.

(D) *Customer Complaints*

Wholesaler and the Operator shall conduct the operations of the Branded Outlet in a professional and business-like manner in order to avoid customer complaints. Wholesaler and the Operator shall, within

ten (10) days, courteously respond to any customer complaints received and take immediate action to correct or satisfactorily resolve each legitimate customer complaint.

(E) *Maintenance - Housekeeping*

Wholesaler and the Operator shall at all times maintain the Branded Outlet (including adjacent sidewalks and driveways, easements and all landscaped areas) and the Wholesaler's and the Operator's personal property and equipment at the Branded Outlet in good condition and repair, and shall keep the same (including the restrooms) neat, clean and orderly.

(F) *Vehicles - Other Mobile Equipment*

The Branded Outlet shall be kept clear of vehicles, other mobile equipment and obstructions, which may restrict traffic flow, endanger customer safety or detract from appearance.

(G) *Uniforms*

Wholesaler and the Operator and their employees shall neatly wear clean uniforms of a consistent type and style at each of Branded Outlets.

(H) *Lighting*

Wholesaler and the Operator shall use sufficient lighting and illuminated signs to provide full visibility of the Branded Outlet, including enclosed areas, at all times while open for operation.

(I) *Signs*

Except as may otherwise be required by law, or in compliance with Seller's trademark or trade dress requirements, neither Wholesaler nor the Operator shall display or use at the Branded Outlet any signs, posters, flags, pennants or other advertising devices without Seller's prior written consent.

(J) *Image*

The Branded Outlet shall be maintained in compliance with the trademark and trade dress requirements provided by Seller, which Seller may specify, and which Seller may change from time to time. Within one hundred eighty (180) days after execution of this Agreement, Wholesaler agrees that all Branded Outlets shall have completed all renovations, improvements, or upgrades necessary to conform to and comply with the then current trademark and trade dress standards and specifications provided by Seller. Such cost shall be for the sole account of the Wholesaler.

15. TERMINATION AND NON-RENEWAL

15.1 Termination Grounds. In addition to any other grounds Seller may have under the PMPA, Seller may terminate or refuse to renew this Agreement upon the occurrence of any of the following:

(A) failure by Wholesaler to exert good faith efforts to carry out the provisions of this Agreement (including compliance with any mandatory programs or procedures outlined in the Manual) following written notice to Wholesaler from Seller of such failure and fifteen (15) calendar days to cure such failure, unless any specific provision of this Agreement provides for a longer period in which to cure; or

(B) unlawful, fraudulent, or deceptive acts or practices or criminal misconduct relevant to the operation of Wholesaler's Marketing Premises or of the Branded Outlets; or

(C) declaration of bankruptcy or judicial determination of insolvency of Wholesaler; or

(D) subject to Paragraph 9.3 of this Agreement, the death or the prolonged severe physical or mental disability or disablement of Wholesaler (if Wholesaler is an individual), Wholesaler's majority shareholder (if Wholesaler is a corporation) or any of Wholesaler's general partners or members (if Wholesaler is a partnership or a limited liability company) for at least three (3) months which renders Wholesaler unable to provide for the continued proper operation of Wholesaler's business; or

(E) loss of the right to use, or the right to grant the use of, the Marks; or

(F) failure by Wholesaler to pay to Seller in a timely manner when due all sums to which Seller is legally entitled; or

(G) willful adulteration or mislabeling of motor fuels, or other trademark violations by Wholesaler; or

(H) abandonment of the franchise or its failure to operate the business for seven (7) consecutive days, or a lesser period which constitutes an unreasonable period of time; or

(I) failure of Wholesaler to comply with federal, state or local laws or regulations relevant to the operation of Wholesaler's Marketing Premises or Branded Outlets or both; or

(J) conviction of Wholesaler (if an individual), or of Wholesaler's managing partner or member, or principal executive officer (if Wholesaler is a partnership, corporation, or limited liability company, as the case may be) of any felony involving moral turpitude; or

(K) the breach by Wholesaler of any material provision of this Agreement (or of any mandatory program described in the Manual); or

- (L) the occurrence of any event relevant to the Franchise Relationship between the parties which makes termination or nonrenewal reasonable; or
- (M) a determination made by Seller in good faith and in the normal course of business to withdraw from marketing of motor fuel through retail outlets; or
- (N) any other ground for which termination or nonrenewal is provided for in this Agreement or in any related agreements between Seller and Wholesaler, or as otherwise allowed by the PMPA or other applicable law.

15.2. Termination Prior to Effective Date

If, after execution but prior to the Effective Date, Seller has grounds to terminate any then existing Wholesale Marketer Agreement between Seller and Wholesaler, or to terminate this Agreement as if it were then in effect, Seller may terminate this Agreement, as well as any such then existing Wholesale Marketer Agreement, based on those grounds.

15.3. Acts Attributable to Wholesaler

In determining whether grounds for termination exist, the acts or omissions of Wholesaler's employees, agents and contractors shall be deemed to be the acts or omissions of Wholesaler, and (a) if Wholesaler consists of more than one person, the acts or omissions of each person shall be deemed to be the acts or omissions of Wholesaler, or (b) if Wholesaler is a partnership, corporation or limited liability company, the acts or omissions of each partner, member, or shareholder or any officer or director, as the case may be, shall be deemed to be the acts or omissions of Wholesaler.

15.4. Effect of Termination

After receiving notice of termination and until the effective date of the termination, Wholesaler shall continue to operate its business, and Wholesaler shall cause the Operators to operate their businesses, in accordance with this Agreement. From and after the effective date of termination, Wholesaler and all Operators shall immediately de-identify the Branded Outlets in compliance with such procedures or requirements as Seller may specify from time-to-time. In the absence of any other more particular procedures or requirements which Seller may adopt, Wholesaler and all Branded Outlets shall immediately (i) discontinue all use of the Marks and all trade dress associated with Seller, including the use of any distinctive color scheme or striping on any building or gasoline island canopy; (ii) remove from all trade directories, telephone book listings, or other publications all references to the Marks; (iii) remove or cover all advertising displays or signs utilizing the Marks or the Seller name; (iv) destroy all stationery, business forms, or business cards containing the Marks or utilizing the Seller name; and (v) return to Seller all Confidential Information.

15.5. De-Identification of an Individual Branded Outlet.

(A) If any action is taken at an individual Branded Outlet that is prohibited by this Agreement, any action is not taken at a Branded Outlet that is required or contemplated by this Agreement, or the operations at a Branded Outlet are otherwise not conducted in accordance with this Agreement, Seller may revoke the permission granted to Wholesaler to use the Marks at such Branded Outlet by giving written notice to Wholesaler. Without limiting the generality of the foregoing, if a Branded Outlet is abandoned, not operated, is no longer supplied by Wholesaler, or if a sufficient amount of all applicable grades of Products are not continuously offered for sale at a Branded Outlet for 7 consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time, Wholesaler must notify Seller, immediately de-identify the Branded Outlet, and then notify Seller of the de-identification.

(B) Promptly after receiving notice from Seller as specified in (A) above, Wholesaler shall take, or shall cause the Operator to take, all steps necessary and appropriate to cease the marketing and selling of Products, and otherwise using the Marks at the Branded Outlet. Without limiting the generality of the foregoing, at Wholesaler's expense, Wholesaler shall, or shall cause the Operator to: (i) remove, and if requested by Seller, return all signs or materials bearing any of the Marks unless Wholesaler has received prior approval from Seller to relocate the same to another Branded Outlet; (ii) remove and destroy, or permanently paint over, all advertising displays, color schemes and other materials and items bearing any of the Marks (whether used on buildings, equipment, tanks, trucks, automobiles or stationery); (iii) return any equipment loaned or leased to Wholesaler for use at the Branded Outlet to a place designated by Seller; and (iv) if requested by Seller,

return any signage bearing the Marks, including but not limited to the primary identification sign along with the poles and any modules to a place designated by Seller.

(C) If a Branded Outlet is temporarily closed with Seller's prior consent, Wholesaler shall cover or remove the Marks at the Branded Outlet including, but not limited to, the canopy, street, and high rise signs, and shall keep, or cause the Operator to keep the Branded Outlet cleaned and maintained.

15.6. Other Remedies; Set-Off

Any termination under this Paragraph shall be without limitation of any other rights or remedies available to Seller under this Agreement or otherwise. All sums due by Wholesaler to Seller under this Agreement shall be payable by Wholesaler to Seller as provided herein, and shall bear interest at the rate of 18% per annum (or lesser maximum rate permitted by law) from the date due until paid. If Wholesaler defaults in payment of any indebtedness to Seller, in addition to the rights provided above, Seller shall have the right immediately to suspend deliveries hereunder and to apply any sums which Seller may hold for Wholesaler's account under this Agreement to the payment of the indebtedness, without relieving Wholesaler of any obligations otherwise existing to replace the sums so applied.

16. **WHOLESALER'S INDEPENDENCE.**

Wholesaler is and at all times shall remain an independent contractor and shall not make any representations or take any action which might establish any actual or apparent agency, joint venture, partnership, state franchise, or employment relationship with Seller, and Seller shall not be obligated in any manner by any agreements, warranties, or representations made by Wholesaler to third parties. Nothing in this Agreement shall be construed as reserving to Seller any right to exercise any control over, or to direct in any respect the conduct or management of Wholesaler's business or operations related to this Agreement.

17. **INSPECTION BY SELLER.**

To the extent reasonably necessary to observe and verify compliance by Wholesaler and any Operator with the provisions of this Agreement, Seller shall have the right, at all reasonable times, to enter Wholesaler's Marketing Premises, the Branded Outlets and any other applicable place and to inspect the same, as well as such part of the books and records of Wholesaler and Branded Outlets as may be material to a proper inquiry hereunder. Seller may determine the compliance of Wholesaler's and the Operators by any means Seller selects, including without limitation, the sampling and laboratory testing of Products. Wholesaler shall be responsible for obtaining authority for Seller (a) to enter and inspect the facilities at any of Branded Outlets which are not operated by Wholesaler, and (b) to inspect the books and records of any of the Branded Outlets wherever the books and records are located. Wholesaler further agrees and acknowledges that Seller may implement a Quality Assurance program providing for regular or periodic announced or unannounced inspections, including inspections by "mystery shoppers" or "secret shoppers," of Wholesaler's Marketing Premises and all Branded Outlets. Wholesaler agrees that it shall diligently act to remedy any deficiency that may be discovered during such inspections, and that Seller may refuse to allow Wholesaler to participate in any marketing or other programs offered by Seller and that may otherwise be available to Wholesaler, including any Wholesaler loan or assistance programs, temporary price reductions, advertising assistance or programs, until such time as all deficiencies have been remedied. Wholesaler further acknowledges that any failure of any such quality assurance inspection, or Wholesaler's failure to remedy any failure, may be grounds for termination of this Agreement.

18. **RELATION TO EXISTING LAW.**

To the extent that any provision of this Agreement conflicts with any valid and enforceable law existing on the effective date thereof, such provision shall be deemed amended to conform with such law.

19. **NOTICES AND COMMUNICATIONS.**

19.1. General

Except as otherwise specified herein, every notice hereunder shall be in writing and, subject to any requirements of law, may be given to Wholesaler by personal service or to either Wholesaler or Seller by certified letter, facsimile or electronic mail (with confirmation of receipt), or overnight or local courier.

Notice shall be deemed given when the letter is deposited in the U.S. mail, when confirmation of receipt of the facsimile or electronic mail is received, or upon delivery by the courier. Any notice to Seller or Wholesaler hereunder shall be directed to such party's address as set forth in the Specific Provisions. Either party may change its address for notice hereunder by notice given to the other party's address as set forth in the Specific Provisions.

19.2. Communication with Seller via the Internet

Wholesaler must be equipped with email capability and access to the Internet so that Seller may communicate and exchange information with Wholesaler via the Internet or through Seller's Intranet, extranet and/or web pages.

20. APPLICABLE LAW.

Except as otherwise provided by applicable law, this Agreement shall be governed and construed in accordance with the substantive laws of the State of Texas without reference to Texas' choice of law rules. In the event of a dispute under this Agreement, exclusive jurisdiction and venue shall lie in a court of competent jurisdiction in San Antonio, Texas.

21. MISCELLANEOUS.

21.1. Seller Mandatory Programs and Other Charges

During the Term, Seller may offer or introduce in the Manual various marketing or other programs or services. Wholesaler further understands that Seller may designate that Wholesaler's participation, and the participation of the Operators, in these programs is mandatory. In such event, Wholesaler shall fully comply, and shall cause of the Operators to fully comply, with all requirements and terms of such programs. Wholesaler also understands and acknowledges that Wholesaler's participation in such mandatory programs may require Wholesaler to purchase equipment, goods, or services from Seller or from third parties.

21.2. Authority

Wholesaler hereby represents that as of the date hereof, Wholesaler has the authority to enter into this Agreement and that no consents of third parties other than those which have been obtained and are attached hereto are necessary to enable Wholesaler to perform its obligations hereunder. Wholesaler represents that as of the date of this Agreement, Wholesaler is in compliance with all leases, contracts, and agreements affecting the Wholesaler's Marketing Premises and Wholesaler's use and possession of the Wholesaler's Marketing Premises.

21.3. Waiver

No purported waiver by either party hereto of any provision of this Agreement or of any breach thereof shall be deemed to be a waiver of such provision or breach unless such waiver is in writing signed by the party making such waiver. No such waiver shall be deemed to be a subsequent waiver of such provision or a waiver of any subsequent breach of the same or any other provision hereof.

21.4. Prior Course of Dealing

Seller and Wholesaler acknowledge and agree that this Agreement shall not be reformed, altered, or modified in any way by any practice or course of dealing during or prior to the Term of the Agreement or by any representations, stipulations, warranties, agreement or understandings, express or implied, except as fully and expressly set forth herein or except as may subsequently be set forth in a signed written amendment or agreement by the authorized representatives of the Parties.

21.5. Further Assurances

Wholesaler agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the purposes and subject matter of this Agreement.

21.6. Attorneys' Fees

In the event either party to this Agreement retains counsel and/or institutes a lawsuit for violation of or to enforce any provision of this Agreement, the prevailing party shall be entitled to all of its costs, expenses, and reasonable attorneys' fees incurred in connection therewith.

21.7. Absence of Representations

WHOLESALER ACKNOWLEDGES THAT WHOLESALER HAS ENTERED INTO THIS AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF THE BUSINESS AND OPERATIONS BEING ENTERED INTO AND NOT UPON ANY REPRESENTATION OR PROMISE AS TO PROFITS OR REVENUES WHICH WHOLESALER MIGHT BE EXPECTED TO REALIZE, NOR HAS ANY SELLER REPRESENTATIVE OR EMPLOYEE MADE ANY OTHER REPRESENTATION OR PROMISE WHICH IS NOT EXPRESSLY SET FORTH HEREIN TO INDUCE WHOLESALER TO ACCEPT THIS FRANCHISE OR TO EXECUTE THIS AGREEMENT.

21.8. Experience of Wholesaler

Wholesaler represents and warrants to Seller that Wholesaler (if Wholesaler is a natural person), or one or more owners of Wholesaler (if Wholesaler is a partnership, limited liability company or corporation) owning at least a fifty percent interest in Wholesaler, have within seven (7) years of the date of this Agreement have had at least twenty-four (24) months' experience being responsible for the financial and operational aspects of a business offering the sale of motor fuels.

22. **ENTIRETY - EXECUTION.**

22.1. **Entire Agreement**

This Agreement, which includes these General Provisions, and the Specific Provisions along with all Exhibits attached thereto, comprises the entire agreement and merges and supersedes all prior agreements, understandings, representations and warranties (whether oral or written, expressed or implied) between Seller and Wholesaler concerning the subject matter of this Agreement. By executing this Agreement, the parties hereto specifically acknowledge and agree that any prior Wholesale Marketer Agreement for the Exxon and/or Mobil Brand between Seller and Wholesaler and the franchise or other relationships arising thereunder are terminated as of the Effective Date. Notwithstanding the foregoing, any other written agreements in effect between the parties (*i.e.*, any agreement other than a prior Wholesale Marketer Agreement) shall remain in effect in accordance their terms. In the event of a conflict between the Specific Provisions and these General Provisions, the Specific Provisions shall control.

End of General Terms and Conditions

EXHIBIT B

STATE ADDENDUM AND AGREEMENT RIDER

**ADDITIONAL DISCLOSURES FOR THE MINNESOTA
PUBLIC OFFERING STATEMENT OF
MARATHON PETROLEUM COMPANY LP**

The following are additional disclosures for the Minnesota Public Offering Statement of Marathon Petroleum Company LP required by the Minnesota Franchise Act.

1. **Renewal, Termination, Transfer and Dispute Resolution**. The following is added to the end of Item 2:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 5, Minn. Rule 2860.5500 and Minn. Rule 2860.5600 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Agreement and 180 days' notice for non-renewal of the Agreement.

Nothing in the Public Offering Statement or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulations or provision in the Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Act, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.5400.

**RIDER TO THE MARATHON PETROLEUM COMPANY LP
EXXON/MOBIL WHOLESALE MARKETER AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is by and between **MARATHON PETROLEUM COMPANY LP**, a Delaware limited partnership with its principal business address at 539 South Main Street, Findlay, Ohio 45840 (“Seller”, “we,” “us,” or “our”), and _____, whose principal business address is _____ (“Wholesaler”, “you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Wholesale Marketer Agreement dated _____, 20__ (the “Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the wholesale business that you will operate under the Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Agreement occurred in Minnesota. As used in this Agreement, “Minnesota Franchises Act” refers, as applicable, to Chapter 80C of Minnesota Statutes and the rules promulgated thereunder.

2. **RENEWAL AND TERMINATION.** The following is added to the end of Sections 7.(C) and 15 of the Specific Provisions of the Agreement and Section 15.1 of the General Provisions of the Agreement:

However, with respect to franchises subject to the Minnesota Franchises Act, Seller will comply with Minn. Stat. Sec. 80C.14 and Minn. Rule 2860.5500 and 2860.5600 which require, except in certain specified cases, that Wholesaler be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

3. **INJUNCTIVE RELIEF.** The following is added to the end of Sections 9.(N) and 15 of the Specific Provisions of the Agreement:

Nothing in this Agreement bars Seller’s right to obtain specific performance of the provisions of this Agreement and seek injunctive relief against conduct that threatens to injure or harm Seller or the Proprietary Marks, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Wholesaler agrees that Seller may seek such injunctive relief. Wholesaler agrees that its only remedy if an injunction is entered against it will be the dissolution of that injunction, if warranted, upon due hearing, and Wholesaler hereby expressly waives any claim for damages caused by such injunction. A court will determine if a bond is required.

4. **RELEASES.** The following is added to the end of Section 9.1 of the General Provisions of the Agreement and as a new Section 21.9 of the General Provisions of the Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Act.

5. **LIMITATIONS ON WHOLESALER’S CLAIMS AGAINST SELLER.** The following is added to the end of Section 11.4 of the General Terms and Conditions of the Agreement:

However, Minnesota law provides that no action may be commenced under Minn. Stat. § 80C.17 more than 3 years after the cause of action accrues.

6. **APPLICABLE LAW.** Section 20 of the General Provisions of the Agreement is deleted and replaced in its entirety with the following:

This Agreement, the franchise, and all claims arising from the relationship between Wholesaler and Seller will be governed by the laws of the State of Texas without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) nothing in this agreement will abrogate or reduce any of Wholesaler’s rights under Minnesota Statutes Chapter 80C and 80F or Wholesaler’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Wholesaler and its owners agree that all actions arising out of or relating to this Agreement or otherwise as a result of the relationship between Wholesaler and Seller must be commenced exclusively in the state or federal court in San Antonio, Texas, and Seller and Wholesaler (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 prohibits Seller, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in this agreement shall abrogate or reduce any of Wholesaler’s rights under Minnesota Statutes Chapter 80C or Wholesaler’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Agreement.

MARATHON PETROLEUM COMPANY LP
By: MPC Investment LLC, its general partner

By: _____
Name: _____
Title: _____

WHOLESALE

[Name]
By: _____
Name: _____
Title: _____

EXHIBIT C
LIST OF BRANDED WHOLESALERS

List of Branded Wholesalers
As of December 31, 2023

Wholesaler Name	Business Address	Phone	Fuel Brand
Community Co-Operative Oil Association	9 Central Avenue, Faribault, Minnesota 55021	507-334-2056	Mobil
GPM Petroleum LLC ¹	8565 Magellan Pkwy, Suite 400, Richmond, Virginia 23227	804-730-1568	Mobil
Molo Oil Company ¹	123 Southern Avenue, Dubuque, Iowa 52001	563-557-7540	Exxon, Mobil
Parkland USA Corporation dba Farstad Oil ¹	100 NE 27th St, Minot, North Dakota 58703	701-852-1194	Mobil
WKL SB, Inc.	5114 Highway 61, Silver Bay, Minnesota 55614	952-941-9090	Mobil
World Fuel Services, Inc. dba Lakeside Oil ¹	9800 NW 41 Street, Miami, Florida 33178	305-428-8000	Mobil

¹ Although this wholesaler's principal business address is not located within the State of Minnesota, it does purchase and sell or resell fuel to or from outlets located within the State of Minnesota.

EXHIBIT D

FINANCIAL STATEMENTS AND GUARANTEE OF PERFORMANCE

AUDITED FINANCIAL STATEMENTS

Financial Statements and Supplementary Data

INDEX

	<u>Page</u>
Report of Independent Registered Public Accounting Firm (PCAOB ID 238)	71
Audited Consolidated Financial Statements:	
Consolidated Statements of Income	73
Consolidated Statements of Comprehensive Income	74
Consolidated Balance Sheets	75
Consolidated Statements of Cash Flows	76
Consolidated Statements of Equity and Redeemable Noncontrolling Interest	78
Notes to Consolidated Financial Statements	79

Unless otherwise stated or the context otherwise indicates, all references in this Annual Report on Form 10-K to “MPC,” “us,” “our,” “we” or the “Company” mean Marathon Petroleum Corporation and its consolidated subsidiaries.



Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Marathon Petroleum Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Marathon Petroleum Corporation and its subsidiaries (the "Company") as of December 31, 2023 and December 31, 2022, and the related consolidated statements of income, of comprehensive income, of equity and redeemable noncontrolling interest and of cash flows for each of the three years in the period ended December 31, 2023, including the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 31, 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.



Goodwill Impairment Test - Crude Gathering Reporting Unit

As described in Note 17 to the consolidated financial statements and as disclosed by management, the Company's consolidated goodwill balance was \$8.2 billion as of December 31, 2023, which includes, within the Midstream segment, the goodwill associated with MPLX's Crude Gathering reporting unit of \$1.1 billion. Management annually evaluates goodwill for impairment as of November 30, as well as whenever events or changes in circumstances indicate it is more likely than not that the fair value of a reporting unit with goodwill is less than its carrying amount. The fair value of the MPLX Crude Gathering reporting unit was determined based on applying both a discounted cash flow method (i.e. income approach) as well as a market approach. Significant assumptions that were used to estimate the reporting unit's fair value under the discounted cash flow method included management's best estimates of the discount rate, as well as estimates of future cash flows, which are impacted primarily by producer customers' development plans, which impact the reporting unit's future volumes and capital requirements.

The principal considerations for our determination that performing procedures relating to the goodwill impairment test of the Crude Gathering reporting unit of the Midstream segment is a critical audit matter are (i) the significant judgment by management when determining the fair value of the reporting unit; and (ii) the high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence relating to management's significant assumption related to future volumes.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment test, including controls over the determination of the fair value of the Crude Gathering reporting unit. These procedures also included, among others (i) testing management's process for determining the fair value of the reporting unit; (ii) evaluating the appropriateness of the income and market approaches used; (iii) testing the completeness and accuracy of underlying data used by management in the approaches; and (iv) evaluating the reasonableness of the significant assumption related to future volumes. Evaluating the assumption related to future volumes involved (i) considering whether the assumption used was reasonable considering past performance of the reporting unit, producer customers' historical and future production volumes, and industry outlook reports; and (ii) considering whether the assumption was consistent with evidence obtained in other areas of the audit.

PricewaterhouseCoopers LLP

February 28, 2024

We have served as the Company's auditor since 2010.

Marathon Petroleum Corporation
Consolidated Statements of Income

<i>(In millions, except per share data)</i>	2023	2022	2021
Revenues and other income:			
Sales and other operating revenues	\$ 148,379	\$ 177,453	\$ 119,983
Income from equity method investments	742	655	458
Net gain on disposal of assets	217	1,061	21
Other income	969	783	468
Total revenues and other income	150,307	179,952	120,930
Costs and expenses:			
Cost of revenues (excludes items below)	128,566	151,671	110,008
Depreciation and amortization	3,307	3,215	3,364
Selling, general and administrative expenses	3,039	2,772	2,537
Other taxes	881	825	721
Total costs and expenses	135,793	158,483	116,630
Income from continuing operations	14,514	21,469	4,300
Net interest and other financial costs	525	1,000	1,483
Income from continuing operations before income taxes	13,989	20,469	2,817
Provision for income taxes on continuing operations	2,817	4,491	264
Income from continuing operations, net of tax	11,172	15,978	2,553
Income from discontinued operations, net of tax	—	72	8,448
Net income	11,172	16,050	11,001
Less net income attributable to:			
Redeemable noncontrolling interest	94	88	100
Noncontrolling interests	1,397	1,446	1,163
Net income attributable to MPC	\$ 9,681	\$ 14,516	\$ 9,738
Per share data (See Note 9)			
Basic:			
Continuing operations	\$ 23.73	\$ 28.17	\$ 2.03
Discontinued operations	—	0.14	13.31
Net income per share	\$ 23.73	\$ 28.31	\$ 15.34
Weighted average shares outstanding	407	512	634
Diluted:			
Continuing operations	\$ 23.63	\$ 27.98	\$ 2.02
Discontinued operations	—	0.14	13.22
Net income per share	\$ 23.63	\$ 28.12	\$ 15.24
Weighted average shares outstanding	409	516	638

The accompanying notes are an integral part of these consolidated financial statements.

Marathon Petroleum Corporation
Consolidated Statements of Comprehensive Income

<i>(Millions of dollars)</i>	2023	2022	2021
Net income	\$ 11,172	\$ 16,050	\$ 11,001
Defined benefit plans:			
Actuarial changes, net of tax of \$(24), \$36 and \$91, respectively	(85)	122	276
Prior service, net of tax of \$(18), \$(15) and \$58, respectively	(49)	(52)	175
Other, net of tax of \$—, \$— and \$(2), respectively	1	(1)	(6)
Other comprehensive income (loss)	<u>(133)</u>	<u>69</u>	<u>445</u>
Comprehensive income	11,039	16,119	11,446
Less comprehensive income attributable to:			
Redeemable noncontrolling interest	94	88	100
Noncontrolling interests	1,397	1,446	1,163
Comprehensive income attributable to MPC	<u>\$ 9,548</u>	<u>\$ 14,585</u>	<u>\$ 10,183</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Marathon Petroleum Corporation
Consolidated Balance Sheets**

<i>(Millions of dollars, except share data)</i>	December 31,	
	2023	2022
Assets		
Cash and cash equivalents	\$ 5,443	\$ 8,625
Short-term investments	4,781	3,145
Receivables, less allowance for doubtful accounts of \$44 and \$29, respectively	11,619	13,477
Inventories	9,317	8,827
Other current assets	971	1,168
Total current assets	32,131	35,242
Equity method investments	6,260	6,466
Property, plant and equipment, net	35,112	35,657
Goodwill	8,244	8,244
Right of use assets	1,233	1,214
Other noncurrent assets	3,007	3,081
Total assets	\$ 85,987	\$ 89,904
Liabilities		
Accounts payable	\$ 13,761	\$ 15,312
Payroll and benefits payable	1,115	967
Accrued taxes	1,221	1,140
Debt due within one year	1,954	1,066
Operating lease liabilities	454	368
Other current liabilities	1,645	1,167
Total current liabilities	20,150	20,020
Long-term debt	25,329	25,634
Deferred income taxes	5,834	5,904
Defined benefit postretirement plan obligations	1,102	1,114
Long-term operating lease liabilities	764	841
Deferred credits and other liabilities	1,409	1,304
Total liabilities	54,588	54,817
Commitments and contingencies (see Note 28)		
Redeemable noncontrolling interest	895	968
Equity		
Preferred stock, no shares issued and outstanding (par value \$0.01 per share, 30 million shares authorized)	—	—
Common stock:		
Issued – 993 million and 990 million shares (par value \$0.01 per share, 2 billion shares authorized)	10	10
Held in treasury, at cost – 625 million and 536 million shares	(43,502)	(31,841)
Additional paid-in capital	33,465	33,402
Retained earnings	34,562	26,142
Accumulated other comprehensive income (loss)	(131)	2
Total MPC stockholders' equity	24,404	27,715
Noncontrolling interests	6,100	6,404
Total equity	30,504	34,119
Total liabilities, redeemable noncontrolling interest and equity	\$ 85,987	\$ 89,904

The accompanying notes are an integral part of these consolidated financial statements.

Marathon Petroleum Corporation
Consolidated Statements of Cash Flows

<i>(Millions of dollars)</i>	2023	2022	2021
Operating activities:			
Net income	\$ 11,172	\$ 16,050	\$ 11,001
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of deferred financing costs and debt discount	(78)	50	79
Depreciation and amortization	3,307	3,215	3,364
Pension and other postretirement benefits, net	(191)	172	(499)
Deferred income taxes	(28)	290	(169)
Net gain on disposal of assets	(217)	(1,061)	(21)
Income from equity method investments	(742)	(655)	(458)
Distributions from equity method investments	941	772	652
Income from discontinued operations	—	(72)	(8,448)
Changes in income tax receivable	135	(555)	2,089
Changes in the fair value of derivative instruments	70	(147)	16
Changes in:			
Current receivables	1,972	(2,315)	(5,299)
Inventories	(489)	(787)	(33)
Current accounts payable and accrued liabilities	(1,316)	1,909	6,260
Right of use assets and operating lease liabilities, net	(7)	—	3
All other, net	(412)	(547)	(153)
Cash provided by operating activities - continuing operations	14,117	16,319	8,384
Cash provided by (used in) operating activities - discontinued operations	—	42	(4,024)
Net cash provided by operating activities	14,117	16,361	4,360
Investing activities:			
Additions to property, plant and equipment	(1,890)	(2,420)	(1,464)
Acquisitions, net of cash acquired	(246)	(413)	—
Disposal of assets	36	90	153
Investments – acquisitions and contributions	(480)	(405)	(210)
– redemptions, repayments, return of capital and sales proceeds	275	515	39
Purchases of short-term investments	(8,622)	(6,023)	(12,498)
Sales of short-term investments	2,082	1,296	1,544
Maturities of short-term investments	5,048	7,159	5,406
All other, net	702	824	513
Cash provided by (used in) investing activities - continuing operations	(3,095)	623	(6,517)
Cash provided by investing activities - discontinued operations	—	—	21,314
Net cash provided by (used in) investing activities	(3,095)	623	14,797
Financing activities:			
Commercial paper – issued	—	—	7,414
– repayments	—	—	(8,437)
Long-term debt – borrowings	1,589	3,379	12,150
– repayments	(1,079)	(2,280)	(17,400)
Debt issuance costs	(15)	(39)	—
Issuance of common stock	62	243	106

Table of Contents

<i>(Millions of dollars)</i>	2023	2022	2021
Common stock repurchased	(11,572)	(11,922)	(4,654)
Dividends paid	(1,261)	(1,279)	(1,484)
Distributions to noncontrolling interests	(1,281)	(1,214)	(1,449)
Repurchases of noncontrolling interests	—	(491)	(630)
Redemption of noncontrolling interests - preferred units	(600)	—	—
All other, net	(50)	(44)	(35)
Net cash used in financing activities	<u>(14,207)</u>	<u>(13,647)</u>	<u>(14,419)</u>
Net change in cash, cash equivalents and restricted cash	<u>\$ (3,185)</u>	<u>\$ 3,337</u>	<u>\$ 4,738</u>
Cash, cash equivalents and restricted cash balances:^(a)			
Continuing operations - beginning of year	8,631	5,294	416
Discontinued operations - beginning of year	—	—	140
Less: Discontinued operations - end of year	—	—	—
Continuing operations - end of year	<u>\$ 5,446</u>	<u>\$ 8,631</u>	<u>\$ 5,294</u>

^(a) Restricted cash is included in other current assets on our consolidated balance sheets.

The accompanying notes are an integral part of these consolidated financial statements.

Marathon Petroleum Corporation
Consolidated Statements of Equity and Redeemable Noncontrolling Interest

<i>(Shares in millions; amounts in millions of dollars)</i>	MPC Stockholders' Equity									Redeemable Non- controlling Interest
	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non- controlling Interests	Total Equity	
	Shares	Amount	Shares	Amount						
Balance as of December 31, 2020	980	\$ 10	(329)	\$(15,157)	\$33,208	\$ 4,650	\$ (512)	\$ 7,053	\$29,252	\$ 968
Net income	—	—	—	—	—	9,738	—	1,163	10,901	100
Dividends declared on common stock (\$2.32 per share)	—	—	—	—	—	(1,483)	—	—	(1,483)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(1,349)	(1,349)	(100)
Other comprehensive income	—	—	—	—	—	—	445	—	445	—
Shares repurchased	—	—	(76)	(4,740)	—	—	—	—	(4,740)	—
Share-based compensation	4	—	—	(7)	147	—	—	4	144	—
Equity transactions of MPLX	—	—	—	—	(93)	—	—	(461)	(554)	(3)
Balance as of December 31, 2021	984	\$ 10	(405)	\$(19,904)	\$33,262	\$12,905	\$ (67)	\$ 6,410	\$32,616	\$ 965
Net income	—	—	—	—	—	14,516	—	1,446	15,962	88
Dividends declared on common stock (\$2.49 per share)	—	—	—	—	—	(1,279)	—	—	(1,279)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(1,129)	(1,129)	(85)
Other comprehensive income	—	—	—	—	—	—	69	—	69	—
Shares repurchased	—	—	(131)	(11,933)	—	—	—	—	(11,933)	—
Share-based compensation	6	—	—	(4)	260	—	—	4	260	—
Equity transactions of MPLX	—	—	—	—	(120)	—	—	(327)	(447)	—
Balance as of December 31, 2022	990	\$ 10	(536)	\$(31,841)	\$33,402	\$26,142	\$ 2	\$ 6,404	\$34,119	\$ 968
Net income	—	—	—	—	—	9,681	—	1,397	11,078	94
Dividends declared on common stock (\$3.075 per share)	—	—	—	—	—	(1,261)	—	—	(1,261)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(1,187)	(1,187)	(94)
Other comprehensive loss	—	—	—	—	—	—	(133)	—	(133)	—
Shares repurchased	—	—	(89)	(11,661)	—	—	—	—	(11,661)	—
Share-based compensation	3	—	—	—	67	2	—	6	75	—
Equity transactions of MPLX	—	—	—	—	(4)	(2)	—	(520)	(526)	(73)
Balance as of December 31, 2023	<u>993</u>	<u>\$ 10</u>	<u>(625)</u>	<u>\$(43,502)</u>	<u>\$33,465</u>	<u>\$34,562</u>	<u>\$ (131)</u>	<u>\$ 6,100</u>	<u>\$30,504</u>	<u>\$ 895</u>

The accompanying notes are an integral part of these consolidated financial statements.

Notes to Consolidated Financial Statements

1. Description of the Business and Basis of Presentation

Description of the Business

We are a leading, integrated, downstream energy company headquartered in Findlay, Ohio. We operate one of the nation's largest refining systems. We sell refined products to wholesale marketing customers domestically and internationally, to buyers on the spot market and to independent entrepreneurs who operate branded outlets. We also sell transportation fuel to consumers through direct dealer locations under long-term supply contracts. MPC's midstream operations are primarily conducted through MPLX LP ("MPLX"), which owns and operates crude oil and light product transportation and logistics infrastructure as well as gathering, processing and fractionation assets. We own the general partner and a majority limited partner interest in MPLX.

On May 14, 2021, we completed the sale of Speedway, our company-owned and operated retail transportation fuel and convenience store business, to 7-Eleven, Inc. ("7-Eleven"). Speedway's results are reported separately as discontinued operations, net of tax, in our consolidated statements of income for all periods presented. In addition, we separately disclosed the operating and investing cash flows of Speedway as discontinued operations within our consolidated statements of cash flow. See Note 5 for discontinued operations disclosures.

Refer to Notes 6 and 11 for additional information about our operations.

Basis of Presentation

All significant intercompany transactions and accounts have been eliminated.

2. Summary of Principal Accounting Policies

Principles Applied in Consolidation

These consolidated financial statements include the accounts of our majority-owned, controlled subsidiaries and MPLX. As of December 31, 2023, we owned the general partner and approximately 65 percent of the outstanding MPLX common units. Due to our ownership of the general partner interest, we have determined that we control MPLX and therefore we consolidate MPLX and record a noncontrolling interest for the interest owned by the public. Changes in ownership interest in consolidated subsidiaries that do not result in a change in control are recorded as equity transactions.

Investments in entities over which we have significant influence, but not control, are accounted for using the equity method of accounting. This includes entities in which we hold majority ownership but the minority shareholders have substantive participating rights. Income from equity method investments represents our proportionate share of net income generated by the equity method investees.

Differences in the basis of the investments and the separate net asset values of the investees, if any, are amortized into net income over the remaining useful lives of the underlying assets and liabilities, except for any excess related to goodwill. Equity method investments are evaluated for impairment whenever changes in the facts and circumstances indicate an other than temporary loss in value has occurred. When the loss is deemed to be other than temporary, the carrying value of the equity method investment is written down to fair value.

Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the respective reporting periods. Actual results could differ from those estimates.

Revenue Recognition

We recognize revenue based on consideration specified in contracts or agreements with customers when we satisfy our performance obligations by transferring control over products or services to a customer. We made an accounting policy election that all taxes assessed by a governmental authority that are both imposed on and concurrent with a revenue-producing transaction and collected from our customers will be recognized on a net basis within sales and other operating revenues.

Our revenue recognition patterns are described below by reportable segment:

- Refining & Marketing - The vast majority of our Refining & Marketing contracts contain pricing that is based on the market price for the product at the time of delivery. Our obligations to deliver product volumes are typically satisfied and revenue is recognized when control of the product transfers to our customers. Concurrent with the transfer of control, we typically receive the right to payment for the delivered product, the customer accepts the product and the customer

Table of Contents

has significant risks and rewards of ownership of the product. Payment terms require customers to pay shortly after delivery and do not contain significant financing components.

- Midstream - Midstream revenue transactions typically are defined by contracts under which we sell a product or provide a service. Revenues from sales of product are recognized when control of the product transfers to the customer. Revenues from services are recognized over time when the performance obligation is satisfied as services are provided in a series. We have elected to use the output measure of progress to recognize revenue based on the units delivered, processed or transported. The transaction prices in our Midstream contracts often have both fixed components, related to minimum volume commitments, and variable components, which are primarily dependent on volumes. Variable consideration will generally not be estimated at contract inception as the transaction price is specifically allocable to the services provided at each period end.

Refer to Note 21 for disclosure of our revenue disaggregated by segment and product line and to Note 11 for a description of our reportable segment operations.

Crude Oil and Refined Product Exchanges and Matching Buy/Sell Transactions

We enter into exchange contracts and matching buy/sell arrangements whereby we agree to deliver a particular quantity and quality of crude oil or refined products at a specified location and date to a particular counterparty and to receive from the same counterparty the same commodity at a specified location on the same or another specified date. The exchange receipts and deliveries are nonmonetary transactions, with the exception of associated grade or location differentials that are settled in cash. The matching buy/sell purchase and sale transactions are settled in cash. No revenues are recorded for exchange and matching buy/sell transactions as they are accounted for as exchanges of inventory. The exchange transactions are recognized at the carrying amount of the inventory transferred.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and on deposit and investments in highly liquid debt instruments with maturities of three months or less.

Short-Term Investments

Investments with a maturity date greater than three months that we intend to convert to cash or cash equivalents within a year or less are classified as short-term investments in our consolidated balance sheets. Additionally, in accordance with ASC 320, *Investments - Debt Securities*, we have classified all short-term investments as available-for-sale securities and changes in fair market value are reported in other comprehensive income.

Accounts Receivable and Allowance for Doubtful Accounts

Our receivables primarily consist of customer accounts receivable. Customer receivables are recorded at the invoiced amounts and generally do not bear interest. Allowances for doubtful accounts are generally recorded when it becomes probable the receivable will not be collected and are booked to bad debt expense. The allowance for doubtful accounts is the best estimate of the amount of probable credit losses in customer accounts receivable. We review the allowance quarterly and past-due balances over 150 days are reviewed individually for collectability.

We mitigate credit risk with master netting agreements with companies engaged in the crude oil or refinery feedstock trading and supply business or the petroleum refining industry. A master netting agreement generally provides for a once per month net cash settlement of the accounts receivable from and the accounts payable to a particular counterparty.

Leases

Contracts with a term greater than one year that convey the right to direct the use of and obtain substantially all of the economic benefit of an asset are accounted for as right of use assets.

Right of use asset and lease liability balances are recorded at the commencement date at present value of the fixed lease payments using a secured incremental borrowing rate with a maturity similar to the lease term because our leases do not provide implicit rates. We have elected to include both lease and non-lease components in the present value of the lease payments for all lessee asset classes with the exception of our marine and third-party contractor service equipment leases. The lease component of the payment for the marine and equipment asset classes is determined using a relative standalone selling price. See Note 27 for additional disclosures about our lease contracts.

As a lessor under ASU No. 2016-02, *Leases* ("ASC 842"), MPLX may be required to re-classify existing operating leases to sales-type leases upon modification and related reassessment of the leases. See Note 27 for further information regarding our ongoing evaluation of the impacts of lease reassessments as modifications occur. The net investment in sales-type leases is recorded within receivables, net and other noncurrent assets on the consolidated balance sheets. These amounts are comprised of the present value of the sum of the future minimum lease payments representing the value of the lease receivable and the unguaranteed residual value of the lease assets. Management assesses the net investment in sales-type leases for recoverability quarterly.

Inventories

Inventories are carried at the lower of cost or market value. Cost of inventories is determined primarily under the LIFO method. Costs for crude oil and refined product inventories are aggregated on a consolidated basis for purposes of assessing if the LIFO cost basis of these inventories may have to be written down to market value.

Fair Value

We account for certain assets and liabilities at fair value. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. We categorize each of our fair value measurements in one of these three levels based on the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments in active markets. Our Level 1 derivative assets and liabilities include exchange-traded contracts for crude oil and refined products measured at fair value with a market approach using the close-of-day settlement prices for the market. Commodity derivatives are covered under master netting agreements with an unconditional right to offset. Collateral deposits in futures commission merchant accounts covered by master netting agreements related to Level 1 commodity derivatives are classified as Level 1.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant inputs are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Where applicable, these models project future cash flows and discount the future amounts to a present value using market-based observable inputs including interest rate curves, credit spreads, and forward and spot prices for currencies. Our Level 2 investments include commercial paper, certificates of deposit, time deposits and corporate notes and bonds. Our Level 2 derivative assets and liabilities primarily include certain OTC contracts.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques, including option pricing models and discounted cash flow models. Our Level 3 assets and liabilities include goodwill, long-lived assets and intangible assets, when they are recorded at fair value due to an impairment charge and an embedded derivative liability relates to a natural gas purchase agreement embedded in a keep-whole processing agreement. Unobservable inputs used in the models are significant to the fair values of the assets and liabilities.

Derivative Instruments

We use derivatives to economically hedge a portion of our exposure to commodity price risk and, historically, to interest rate risk. Our use of selective derivative instruments that assume market risk is limited. All derivative instruments (including derivative instruments embedded in other contracts) are recorded at fair value. Certain commodity derivatives are reflected on the consolidated balance sheets on a net basis by counterparty as they are governed by master netting agreements. Cash flows related to derivatives used to hedge commodity price risk and interest rate risk are classified in operating activities with the underlying transactions.

Derivatives not designated as accounting hedges

Derivatives that are not designated as accounting hedges may include commodity derivatives used to hedge price risk on (1) inventories, (2) fixed price sales of refined products, (3) the acquisition of foreign-sourced crude oil, (4) the acquisition of ethanol for blending with refined products, (5) the sale of NGLs, (6) the purchase of natural gas, (7) the purchase of soybean oil and (8) the sale of propane. Changes in the fair value of derivatives not designated as accounting hedges are recognized immediately in net income.

Concentrations of credit risk

All of our financial instruments, including derivatives, involve elements of credit and market risk. The most significant portion of our credit risk relates to nonperformance by counterparties. The counterparties to our financial instruments consist primarily of major financial institutions and companies within the energy industry. To manage counterparty risk associated with financial instruments, we select and monitor counterparties based on an assessment of their financial strength and on credit ratings, if available. Additionally, we limit the level of exposure with any single counterparty.

Property, Plant and Equipment

Property, plant and equipment are recorded at cost and depreciated on a straight-line basis over the estimated useful lives of the assets, generally 10 to 40 years for refining and midstream assets, 25 years for office buildings and 4 to 7 years for other miscellaneous fixed assets. Such assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. If the sum of the expected undiscounted future cash flows from the use of the asset group and its eventual disposition is less than the carrying amount of the asset group, an impairment assessment is performed and the excess of the book value over the fair value of the asset group is recorded as an impairment loss.

Table of Contents

When items of property, plant and equipment are sold or otherwise disposed of, any gains or losses are reported in net income. Gains on the disposal of property, plant and equipment are recognized when earned, which is generally at the time of closing. If a loss on disposal is expected, such losses are recognized when the assets are classified as held for sale.

Interest expense is capitalized for qualifying assets under construction. Capitalized interest costs are included in property, plant and equipment and are depreciated over the useful life of the related asset.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the estimated fair value of the net assets acquired in the acquisition of a business. Goodwill is not amortized, but rather is tested for impairment at the reporting unit level annually and when events or changes in circumstances indicate that the fair value of a reporting unit with goodwill has been reduced below carrying value. If we determine, based on a qualitative assessment, that it is not more likely than not that a reporting unit's fair value is less than its carrying amount, no further impairment testing is required. If we do not perform a qualitative assessment or if that assessment indicates that further impairment testing is required, the fair value of each reporting unit is determined using an income and/or market approach which is compared to the carrying value of the reporting unit. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss would be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. The fair value under the income approach is calculated using the expected present value of future cash flows method. Significant assumptions used in the cash flow forecasts include future volumes, discount rates, and future capital requirements.

Amortization of intangibles with definite lives is calculated using the straight-line method, which is reflective of the benefit pattern in which the estimated economic benefit is expected to be received over the estimated useful life of the intangible asset. Intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible may not be recoverable. If the sum of the expected undiscounted future cash flows related to the asset is less than the carrying amount of the asset, an impairment loss is recognized based on the fair value of the asset. Intangibles not subject to amortization are tested for impairment annually and when circumstances indicate that the fair value is less than the carrying amount of the intangible. If the fair value is less than the carrying value, an impairment is recorded for the difference.

Major Maintenance Activities

Costs for planned turnaround and other major maintenance activities are expensed in the period incurred. These types of costs include contractor repair services, materials and supplies, equipment rentals and our labor costs.

Environmental Costs

Environmental expenditures for additional equipment that mitigates or prevents future contamination or improves environmental safety or efficiency of the existing assets are capitalized. We recognize remediation costs and penalties when the responsibility to remediate is probable and the amount of associated costs can be reasonably estimated. The timing of remediation accruals coincides with completion of a feasibility study or the commitment to a formal plan of action. Remediation liabilities are accrued based on estimates of known environmental exposure and are discounted when the estimated amounts are reasonably fixed and determinable. If recoveries of remediation costs from third parties are probable, a receivable is recorded and is discounted when the estimated amount is reasonably fixed and determinable.

Asset Retirement Obligations

The fair value of asset retirement obligations is recognized in the period in which the obligations are incurred if a reasonable estimate of fair value can be made. The majority of our recognized asset retirement liability relates to conditional asset retirement obligations for removal and disposal of fire-retardant material from certain refining facilities. The remaining recognized asset retirement liability relates to other refining assets, certain pipelines and processing facilities and other related pipeline assets. The fair values recorded for such obligations are based on the most probable current cost projections.

Asset retirement obligations have not been recognized for some assets because the fair value cannot be reasonably estimated since the settlement dates of the obligations are indeterminate. Such obligations will be recognized in the period when sufficient information becomes available to estimate a range of potential settlement dates. The asset retirement obligations principally include the hazardous material disposal and removal or dismantlement requirements associated with the closure of certain refining, terminal, pipeline and processing assets.

Our practice is to keep our assets in good operating condition through routine repair and maintenance of component parts in the ordinary course of business and by continuing to make improvements based on technological advances. As a result, we believe that generally these assets have no expected settlement date for purposes of estimating asset retirement obligations since the dates or ranges of dates upon which we would retire these assets cannot be reasonably estimated at this time.

Income Taxes

Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their tax bases. Deferred tax assets are recorded when it is more likely than not that they will be realized. The realization of deferred tax assets is assessed periodically based on several factors, primarily our expectation to generate sufficient future taxable income.

Share-Based Compensation Arrangements

The fair value of stock options granted to our employees is estimated on the date of grant using the Black-Scholes option pricing model. The model employs various assumptions based on management's estimates at the time of grant, which impact the calculation of fair value and ultimately, the amount of expense that is recognized over the vesting period of the stock option award. Of the required assumptions, the expected life of the stock option award and the expected volatility of our stock price have the most significant impact on the fair value calculation. The average expected life is based on our historical employee exercise behavior. The assumption for expected volatility of our stock price reflects a weighting of 50 percent of our common stock implied volatility and 50 percent of our common stock historical volatility.

The fair value of restricted stock awards granted to our employees is determined based on the fair market value of our common stock on the date of grant. The fair value of performance awards granted to our employees is determined using a Monte Carlo valuation model, which is updated quarterly, with appropriate mark-to-market adjustments made.

Our share-based compensation expense is recognized based on management's estimate of the awards that are expected to vest, using the straight-line attribution method for all service-based awards with a graded vesting feature. Awards expected to vest are estimated using the historical data of our own employees. If actual forfeiture results are different than expected, adjustments to recognized compensation expense may be required in future periods. Unearned share-based compensation is charged to equity when restricted stock awards are granted. Compensation expense is recognized over the requisite service period and is adjusted if conditions of the restricted stock award are not met.

Business Combinations

We recognize and measure the assets acquired and liabilities assumed in a business combination based on their estimated fair values at the acquisition date. Any excess or deficiency of the purchase consideration when compared to the fair value of the net tangible assets acquired, if any, is recorded as goodwill or gain from a bargain purchase. For material acquisitions, management engages an independent valuation specialist to assist with the determination of fair value of the assets acquired, liabilities assumed, noncontrolling interest, if any, and goodwill, based on recognized business valuation methodologies. An income, market or cost valuation method may be utilized to estimate the fair value of the assets acquired, liabilities assumed, and noncontrolling interest, if any, in a business combination. The income valuation method represents the present value of future cash flows over the life of the asset using: (i) discrete financial forecasts, which rely on management's estimates of revenue and operating expenses; (ii) long-term growth rates; and (iii) appropriate discount rates. The market valuation method uses prices paid for a reasonably similar asset by other purchasers in the market, with adjustments relating to any differences between the assets. The cost valuation method is based on the replacement cost of a comparable asset at prices at the time of the acquisition reduced for depreciation of the asset. If the initial accounting for the business combination is incomplete by the end of the reporting period in which the acquisition date occurs, an estimate will be recorded. Subsequent to the acquisition date, and not later than one year from the acquisition date, we will record any material adjustments to the initial estimate based on new information obtained that would have existed as of the date of the acquisition. Any adjustment that arises from information obtained that did not exist as of the date of the acquisition will be recorded in the period of the adjustment. Acquisition-related costs are expensed as incurred in connection with each business combination.

Environmental Credits and Obligations

In order to comply with certain regulations, specifically the RFS2 requirements implemented by EPA and the cap-and-trade emission reduction program and low carbon fuel standard implemented by state programs, we are required to reduce our emissions, blend certain levels of biofuels or obtain allowances or credits to offset the obligations created by our operations. In regard to each program, we record an asset, included in other current assets or other noncurrent assets on the consolidated balance sheets, for allowances or credits owned in excess of our anticipated current period compliance requirements. The asset value is based on the product of the excess allowances or credits as of the balance sheet date, if any, and the weighted average cost of those allowances or credits. We record a liability, included in other current liabilities or deferred credits and other liabilities on the consolidated balance sheets, when we are deficient allowances or credits based on the product of the deficient amount as of the balance sheet date, if any, based on either the fixed contract price or the market price of the allowances or credits at the balance sheet date. The cost of allowances or credits used for compliance is reflected in cost of revenues on the consolidated statements of income. Any gains or losses on the sale or expiration of allowances or credits are classified as other income on the consolidated statements of income. Proceeds from the sale of allowances or credits are reported in investing activities - all other, net on the consolidated statements of cash flow.

3. Accounting Standards

Recently Adopted

During 2023, we adopted ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*. The adoption of this accounting standard update did not have a material impact on our financial statements.

Not Yet Adopted

ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures

In December 2023, the FASB issued an ASU to update income tax disclosure requirements to provide consistent categories and greater disaggregation of information in the rate reconciliation and to disaggregate income taxes paid by jurisdiction. This ASU is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied on a prospective basis, but retrospective application is permitted. We are currently evaluating the impact this ASU will have on our disclosures.

ASU 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures

In November 2023, the FASB issued an ASU to update reportable segment disclosure requirements primarily by requiring enhanced disclosures about significant segment expenses. This ASU is effective for fiscal years beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied retrospectively to all prior periods presented in the financial statements. We are currently evaluating the impact this ASU will have on our disclosures.

ASU 2023-01, Leases (Topic 842): Common Control Arrangements

In March 2023, the FASB issued an ASU to amend certain provisions of ASC 842 that apply to arrangements between related parties under common control. The ASU amends the accounting for the amortization period of leasehold improvements in common-control leases for all entities and requires certain disclosures when the lease term is shorter than the useful life of the asset. This ASU is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. We do not expect the application of this ASU to have a material impact on our consolidated financial statements or disclosures.

4. Short-Term Investments

Investments Components

The components of investments were as follows:

	December 31, 2023						
<i>(Millions of dollars)</i>	Fair Value Level	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-term Investments
Available-for-sale debt securities							
Commercial paper	Level 2	\$ 3,154	\$ 2	\$ —	\$ 3,156	\$ 281	\$ 2,875
Certificates of deposit and time deposits	Level 2	1,836	1	—	1,837	800	1,037
U.S. government securities	Level 1	785	—	(1)	784	—	784
Corporate notes and bonds	Level 2	85	—	—	85	—	85
Total available-for-sale debt securities		<u>\$ 5,860</u>	<u>\$ 3</u>	<u>\$ (1)</u>	<u>\$ 5,862</u>	<u>\$ 1,081</u>	<u>\$ 4,781</u>
Cash					4,362	4,362	—
Total					<u>\$ 10,224</u>	<u>\$ 5,443</u>	<u>\$ 4,781</u>

Table of Contents

December 31, 2022

<i>(Millions of dollars)</i>	Fair Value Level	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-term Investments
Available-for-sale debt securities							
Commercial paper	Level 2	\$ 3,074	\$ —	\$ (1)	\$ 3,073	\$ 1,106	\$ 1,967
Certificates of deposit and time deposits	Level 2	2,093	—	—	2,093	1,500	593
U.S. government securities	Level 1	1,071	—	—	1,071	498	573
Corporate notes and bonds	Level 2	66	—	—	66	54	12
Total available-for-sale debt securities		\$ 6,304	\$ —	\$ (1)	\$ 6,303	\$ 3,158	\$ 3,145
Cash					5,467	5,467	—
Total					\$ 11,770	\$ 8,625	\$ 3,145

Our investment policy includes concentration limits and credit rating requirements which limits our investments to high quality, short term and highly liquid securities.

Realized gains/losses were not material. All of our available-for-sale debt securities held as of December 31, 2023 mature within one year or less or are readily available for use.

5. Discontinued Operations

On May 14, 2021, we completed the sale of Speedway, our company-owned and operated retail transportation fuel and convenience store business, to 7-Eleven for cash proceeds of approximately \$21.38 billion. After-tax proceeds were approximately \$17.22 billion. This transaction resulted in a pretax gain of \$11.68 billion (\$8.02 billion after income taxes) after deducting the book value of the net assets and certain other adjustments.

The transaction provided for adjustments for working capital and other miscellaneous items, which were finalized with 7-Eleven in the fourth quarter of 2022, resulting in an additional pretax gain of \$60 million.

Fuel Supply Agreements

During the second quarter of 2021, we entered into various 15-year fuel supply agreements through which we continue to supply fuel to Speedway.

6. Master Limited Partnership

We own the general partner and a majority limited partner interest in MPLX, which owns and operates crude oil and light product transportation and logistics infrastructure as well as gathering, processing and fractionation assets. We control MPLX through our ownership of the general partner interest and, as of December 31, 2023, we owned approximately 65 percent of the outstanding MPLX common units.

Unit Repurchase Program

In November 2020, MPLX announced the board authorization of a unit repurchase program for the repurchase of up to \$1.0 billion of MPLX's outstanding common units held by the public, which was exhausted in 2022. On August 2, 2022, MPLX announced its board of directors approved a \$1.0 billion unit repurchase authorization. This unit repurchase authorization has no expiration date. MPLX may utilize various methods to effect the repurchases, which could include open market repurchases, negotiated block transactions, accelerated unit repurchases, tender offers or open market solicitations for units, some of which may be effected through Rule 10b5-1 plans. The timing and amount of future repurchases, if any, will depend upon several factors, including market and business conditions, and such repurchases may be discontinued at any time.

Total unit repurchases were as follows for the respective periods:

<i>(In millions, except per unit data)</i>	2023	2022	2021
Number of common units repurchased	—	15	23
Cash paid for common units repurchased	\$ —	\$ 491	\$ 630
Average cost per unit	\$ —	\$ 31.96	\$ 27.52

As of December 31, 2023, MPLX had approximately \$846 million remaining under its unit repurchase authorization.

Redemption of the Series B Preferred Units

On February 15, 2023, MPLX exercised its right to redeem all of its 600,000 outstanding preferred units (the “Series B preferred units”). MPLX paid unitholders the Series B preferred unit redemption price of \$1,000 per unit. The final semi-annual distribution on the Series B preferred units was paid on February 15, 2023 in the usual manner.

The excess of the total redemption price of \$600 million paid to Series B preferred unitholders over the carrying value of the Series B preferred units on the redemption date resulted in a \$2 million net reduction to retained earnings. The Series B preferred units were included in noncontrolling interest on our consolidated balance sheet at December 31, 2022.

Agreements

We have various long-term, fee-based commercial agreements with MPLX. Under these agreements, MPLX provides transportation, storage, distribution and marketing services to us. With certain exceptions, these agreements generally contain minimum volume commitments. These transactions are eliminated in consolidation but are reflected as intersegment transactions between our Refining & Marketing and Midstream segments. We also have agreements with MPLX that establish fees for operational and management services provided between us and MPLX and for executive management services and certain general and administrative services provided by us to MPLX. These transactions are eliminated in consolidation but are reflected as intersegment transactions between corporate and our Midstream segment.

Noncontrolling Interest

As a result of equity transactions of MPLX, we are required to adjust non-controlling interest and additional paid-in capital. Changes in MPC’s additional paid-in capital resulting from changes in its ownership interest in MPLX were as follows:

<i>(Millions of dollars)</i>	2023	2022	2021
Decrease due to change in ownership	\$ (4)	\$ (164)	\$ (166)
Tax impact	—	44	73
Decrease in MPC’s additional paid-in capital, net of tax	\$ (4)	\$ (120)	\$ (93)

7. Variable Interest Entities

Consolidated VIE

We control MPLX through our ownership of its general partner. MPLX is a VIE because the limited partners do not have substantive kick-out or participating rights over the general partner. We are the primary beneficiary of MPLX because in addition to our significant economic interest, we also have the ability, through our ownership of the general partner, to control the decisions that most significantly impact MPLX. We therefore consolidate MPLX and record a noncontrolling interest for the interest owned by the public. We also record a redeemable noncontrolling interest related to MPLX’s Series A preferred units.

The creditors of MPLX do not have recourse to MPC’s general credit through guarantees or other financial arrangements, except as noted. MPC has effectively guaranteed certain indebtedness of LOOP LLC (“LOOP”) and LOCAP LLC (“LOCAP”), in which MPLX holds an interest. See Note 28 for more information. The assets of MPLX can only be used to settle its own obligations and its creditors have no recourse to our assets, except as noted earlier.

The following table presents balance sheet information for the assets and liabilities of MPLX, which are included in our consolidated balance sheets.

<i>(Millions of dollars)</i>	December 31, 2023	December 31, 2022
Assets		
Cash and cash equivalents	\$ 1,048	\$ 238
Receivables, less allowance for doubtful accounts	836	747
Inventories	159	148
Other current assets	33	56
Equity method investments	3,743	4,095
Property, plant and equipment, net	19,264	18,848
Goodwill	7,645	7,645
Right of use assets	264	283
Other noncurrent assets	1,644	1,664

Table of Contents

<i>(Millions of dollars)</i>	December 31, 2023	December 31, 2022
Liabilities		
Accounts payable	\$ 723	\$ 664
Payroll and benefits payable	—	4
Accrued taxes	79	67
Debt due within one year	1,135	988
Operating lease liabilities	45	46
Other current liabilities	336	338
Long-term debt	19,296	18,808
Deferred income taxes	16	13
Long-term operating lease liabilities	211	230
Deferred credits and other liabilities	476	366

Non-Consolidated VIEs

Green Bison Soy Processing, LLC

We formed a joint venture with Archer-Daniels-Midland Company (“ADM”) for the production of soybean oil to supply rapidly growing demand for renewable diesel fuel. The joint venture, which is named Green Bison Soy Processing, LLC, owns and operates a soybean processing complex in Spiritwood, North Dakota, with ADM owning 75 percent of the joint venture and MPC owning 25 percent. Green Bison Soy Processing, LLC is a VIE since it is unable to fund its operations without financial support from its equity owners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.

LF Bioenergy Acquisition

On March 8, 2023, MPC announced the acquisition of a 49.9 percent interest in LF Bioenergy. LF Bioenergy is a VIE since it is unable to fund its operations without financial support from its equity owners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.

Martinez Renewables LLC

On September 21, 2022, MPC closed on the formation of the Martinez Renewables LLC joint venture. We determined that, as of the closing date, Martinez Renewables LLC is a VIE because the entity does not have sufficient equity to complete the modification of the plant to produce renewable fuels without additional financial support from its owners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.

Crowley Coastal Partners

We have determined that Crowley Coastal Partners LLC (“Crowley Coastal Partners”) is a VIE based on the terms of the existing financing arrangement for Crowley Blue Water Partners LLC (“Crowley Blue Water Partners”) and the associated debt guarantee by MPC and Crowley Maritime Corporation. Our maximum exposure to loss includes our equity method investment in Crowley Coastal Partners and the debt guarantees provided to each of the lenders to Crowley Blue Water Partners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.

MPLX VIEs

For those entities that have been deemed to be VIEs, neither MPLX nor any of its subsidiaries have been deemed to be the primary beneficiary due to voting rights on significant matters. While we have the ability to exercise influence through participation in the management committees which make all significant decisions, we have equal influence over each committee as a joint interest partner and all significant decisions require the consent of the other investors without regard to economic interest and as such we have determined that these entities should not be consolidated and apply the equity method of accounting with respect to our investments in each entity.

Sherwood Midstream LLC (“Sherwood Midstream”) has been deemed the primary beneficiary of Sherwood Midstream Holdings LLC (“Sherwood Midstream Holdings”) due to its controlling financial interest through its authority to manage the joint venture. As a result, Sherwood Midstream consolidates Sherwood Midstream Holdings.

MPLX’s maximum exposure to loss as a result of its involvement with equity method investments includes its equity investment, any additional capital contribution commitments and any operating expenses incurred by the subsidiary operator in excess of its compensation received for the performance of the operating services.

[Table of Contents](#)

We account for our ownership interest in each of these investments as an equity method investment. See Note 15 for ownership percentages and investment balances and Note 28 for our exposure to guarantees related to our non-consolidated VIEs.

8. Related Party Transactions

Transactions with related parties were as follows:

<i>(Millions of dollars)</i>	2023	2022	2021
Sales to related parties	\$ 915	\$ 144	\$ 93
Purchases from related parties	1,818	1,175	962

Sales to related parties, which are included in sales and other operating revenues, consist primarily of refined product sales and renewable feedstock sales to certain of our equity affiliates.

Purchases from related parties are included in cost of revenues. We obtain utilities, transportation services and purchase ethanol and renewable fuels from certain of our equity affiliates.

9. Earnings Per Share

We compute basic earnings per share by dividing net income attributable to MPC less income allocated to participating securities by the weighted average number of shares of common stock outstanding. Since MPC grants certain incentive compensation awards to employees and non-employee directors that are considered to be participating securities, we have calculated our earnings per share using the two-class method. Diluted income per share assumes exercise of certain share-based compensation awards, provided the effect is not anti-dilutive.

<i>(In millions, except per share data)</i>	2023	2022	2021
Income from continuing operations, net of tax	\$ 11,172	\$ 15,978	\$ 2,553
Net income attributable to noncontrolling interest	(1,491)	(1,534)	(1,263)
Net income allocated to participating securities	(7)	(8)	(2)
Redemption of preferred units	(2)	—	—
Income from continuing operations available to common stockholders	9,672	14,436	1,288
Income from discontinued operations, net of tax	—	72	8,448
Income available to common stockholders	<u>\$ 9,672</u>	<u>\$ 14,508</u>	<u>\$ 9,736</u>

Weighted average common shares outstanding:

Basic	407	512	634
Effect of dilutive securities	2	4	4
Diluted	<u>409</u>	<u>516</u>	<u>638</u>

Income available to common stockholders per share:

Basic:

Continuing operations	\$ 23.73	\$ 28.17	\$ 2.03
Discontinued operations	—	0.14	13.31
Net income per share	<u>\$ 23.73</u>	<u>\$ 28.31</u>	<u>\$ 15.34</u>

Diluted:

Continuing operations	\$ 23.63	\$ 27.98	\$ 2.02
Discontinued operations	—	0.14	13.22
Net income per share	<u>\$ 23.63</u>	<u>\$ 28.12</u>	<u>\$ 15.24</u>

The following table summarizes the shares that were anti-dilutive, and therefore, were excluded from the diluted share calculation.

<i>(In millions)</i>	2023	2022	2021
Shares issuable under share-based compensation plans	—	—	3

10. Equity

On October 25, 2023, MPC announced that our board of directors approved a \$5.0 billion share repurchase authorization in addition to the \$5.0 billion share authorizations announced on January 31, 2023 and May 2, 2023. Share repurchase authorizations since 2012 totaled \$50.05 billion. As of December 31, 2023, \$6.78 billion remained available for repurchase under these share repurchase authorizations. These share repurchase authorizations have no expiration date.

We may utilize various methods to effect the repurchases, which could include open market repurchases, negotiated block transactions, tender offers, accelerated share repurchases or open market solicitations for shares, some of which may be effected through Rule 10b5-1 plans. The timing and amount of future repurchases, if any, will depend upon several factors, including market and business conditions, and such repurchases may be suspended or discontinued at any time.

Total share repurchases were as follows for the respective periods:

<i>(In millions, except per share data)</i>	2023	2022	2021
Number of shares repurchased	89	131	76
Cash paid for shares repurchased	\$ 11,572	\$ 11,922	\$ 4,654
Average cost per share ^(a)	\$ 131.27	\$ 91.20	\$ 62.65

^(a) The average cost per share for the 2023 period includes excise tax on share repurchases resulting from the Inflation Reduction Act of 2022, but does not reduce the share repurchase authorization.

The number of shares repurchased shown above and the amount remaining available under the share repurchase authorizations reflect the repurchase of 489,190 common shares for \$73 million that were transacted in the fourth quarter of 2023 and settled in the first quarter of 2024.

11. Segment Information

We have two reportable segments: Refining & Marketing and Midstream. Each of these segments is organized and managed based upon the nature of the products and services it offers.

- Refining & Marketing – refines crude oil and other feedstocks, including renewable feedstocks, at our refineries in the Gulf Coast, Mid-Continent and West Coast regions of the United States, purchases refined products and ethanol for resale and distributes refined products, including renewable diesel, through transportation, storage, distribution and marketing services provided largely by our Midstream segment. We sell refined products to wholesale marketing customers domestically and internationally, to buyers on the spot market, to independent entrepreneurs who operate primarily Marathon[®] branded outlets and through long-term fuel supply contracts with direct dealers who operate locations mainly under the ARCO[®] brand.
- Midstream – gathers, transports, stores and distributes crude oil, refined products, including renewable diesel, and other hydrocarbon-based products principally for the Refining & Marketing segment via refining logistics assets, pipelines, terminals, towboats and barges; gathers, processes and transports natural gas; and transports, fractionates, stores and markets NGLs. The Midstream segment primarily reflects the results of MPLX.

Our chief operating decision maker (“CODM”) evaluates the performance of our segments using segment adjusted EBITDA. Our CODM is the chief executive officer. Amounts included in income from continuing operations before income taxes and excluded from adjusted EBITDA include: (i) depreciation and amortization; (ii) net interest and other financial costs; (iii) turnaround expenses and (iv) other adjustments as deemed necessary. These items are either: (i) believed to be non-recurring in nature; (ii) not believed to be allocable or controlled by the segment; or (iii) not tied to the operational performance of the segment. Assets by segment are not a measure used to assess the performance of the company by the CODM and thus are not reported in our disclosures.

<i>(Millions of dollars)</i>	2023	2022	2021
Segment adjusted EBITDA for reportable segments			
Refining & Marketing	13,551	\$ 19,261	\$ 3,518
Midstream	6,171	5,772	5,410
Total reportable segments	<u>\$ 19,722</u>	<u>\$ 25,033</u>	<u>\$ 8,928</u>

Table of Contents

<i>(Millions of dollars)</i>	2023	2022	2021
Reconciliation of segment adjusted EBITDA for reportable segments to income from continuing operations before income taxes			
Total reportable segments	\$ 19,722	\$ 25,033	\$ 8,928
Corporate	(737)	(698)	(587)
Refining planned turnaround costs	(1,201)	(1,122)	(582)
Garyville incident response costs	(16)	—	—
Storm impacts	—	—	(70)
LIFO inventory (charge) credit	(145)	148	—
Gain on sale of assets ^(a)	198	1,058	—
Renewable volume obligation requirements ^(b)	—	238	—
Litigation	—	27	—
Impairments ^(c)	—	—	(13)
Idling facility expenses	—	—	(12)
Depreciation and amortization	(3,307)	(3,215)	(3,364)
Net interest and other financial costs	(525)	(1,000)	(1,483)
Income from continuing operations before income taxes	<u>\$ 13,989</u>	<u>\$ 20,469</u>	<u>\$ 2,817</u>

^(a) 2023 includes the gain associated with the remeasurement of MPLX's existing equity investment in MarkWest Torñado GP, L.L.C., arising from the acquisition of the remaining 40 percent interest and the gain on the sale of our interest in South Texas Gateway Terminal LLC. 2022 includes the \$549 million gain related to the contribution of assets by MPC on the formation of the Martinez Renewables LLC joint venture and the \$509 million gain on lease reclassification. See Notes 15 and 27 for additional information.

^(b) Represents retroactive changes in renewable volume obligation requirements published by EPA in June 2022 for the 2020 and 2021 annual obligations.

^(c) 2021 reflects impairments of equity method investments.

<i>(Millions of dollars)</i>	2023	2022	2021
Sales and other operating revenues			
Refining & Marketing			
Revenues from external customers ^(a)	\$ 143,468	\$ 172,087	\$ 115,350
Intersegment revenues	107	118	144
Refining & Marketing segment revenues	<u>143,575</u>	<u>172,205</u>	<u>115,494</u>
Midstream			
Revenues from external customers ^(a)	4,911	5,366	4,633
Intersegment revenues	5,597	5,224	4,986
Midstream segment revenues	<u>10,508</u>	<u>10,590</u>	<u>9,619</u>
Total segment revenues	154,083	182,795	125,113
Less: intersegment revenues	5,704	5,342	5,130
Consolidated sales and other operating revenues	<u>\$ 148,379</u>	<u>\$ 177,453</u>	<u>\$ 119,983</u>

^(a) Includes Refining & Marketing intercompany sales to Speedway prior to May 14, 2021 and related party sales. See Notes 5 and 8 for additional information.

<i>(Millions of dollars)</i>	2023	2022	2021
Income from equity method investments			
Refining & Marketing	\$ 7	\$ 31	\$ 59
Midstream	735	624	412
Corporate ^(a)	—	—	(13)
Consolidated income from equity method investments	<u>\$ 742</u>	<u>\$ 655</u>	<u>\$ 458</u>

Table of Contents

<i>(Millions of dollars)</i>	2023	2022	2021
Depreciation and amortization			
Refining & Marketing	\$ 1,887	\$ 1,850	\$ 1,870
Midstream	1,320	1,310	1,329
Corporate ^(b)	100	55	165
Consolidated depreciation and amortization	<u>\$ 3,307</u>	<u>\$ 3,215</u>	<u>\$ 3,364</u>
Capital expenditures			
Refining & Marketing	\$ 1,311	\$ 1,508	\$ 911
Midstream	1,105	1,069	731
Segment capital expenditures and investments	2,416	2,577	1,642
Less investments in equity method investees	480	405	210
Plus:			
Corporate	83	108	105
Capitalized interest	55	103	68
Consolidated capital expenditures ^(c)	<u>\$ 2,074</u>	<u>\$ 2,383</u>	<u>\$ 1,605</u>

^(a) Impairment of equity method investment.

^(b) 2021 includes an impairment of \$56 million.

^(c) Includes changes in capital expenditure accruals. See Note 22 for a reconciliation of total capital expenditures to additions to property, plant and equipment as reported in the consolidated statements of cash flows.

No single customer accounted for more than 10 percent of annual revenues for the year ended December 31, 2023. Sales to Speedway/7-Eleven from the Refining & Marketing segment represented 10 percent and 11 percent of our total annual revenues for the years ended December 31, 2022 and 2021, respectively. See Note 21 for the disaggregation of our revenue by segment and product line.

We do not have significant operations in foreign countries. Therefore, revenues in foreign countries and long-lived assets located in foreign countries, including property, plant and equipment and investments, are not material to our operations.

12. Net Interest and Other Financial Costs

Net interest and other financial costs were as follows:

<i>(Millions of dollars)</i>	2023	2022	2021
Interest income	\$ (530)	\$ (191)	\$ (14)
Interest expense	1,325	1,299	1,340
Interest capitalized	(60)	(104)	(73)
Pension and other postretirement non-service costs ^(a)	(89)	3	64
Loss on extinguishment of debt	9	2	133
Investments - net premium (discount) amortization	(142)	(30)	(1)
Other financial costs	12	21	34
Net interest and other financial costs	<u>\$ 525</u>	<u>\$ 1,000</u>	<u>\$ 1,483</u>

^(a) See Note 25.

13. Income Taxes

The provision for income taxes from continuing operations consisted of:

<i>(Millions of dollars)</i>	2023	2022	2021
Current:			
Federal	\$ 2,359	\$ 3,565	\$ 380
State and local	475	629	48
Foreign	11	7	5
Total current	2,845	4,201	433
Deferred:			
Federal	18	191	(164)
State and local	(46)	98	(6)
Foreign	—	1	1
Total deferred	(28)	290	(169)
Income tax provision	\$ 2,817	\$ 4,491	\$ 264

Our effective tax rate for the year ended December 31, 2023 was lower than the U.S. statutory rate primarily due to permanent tax benefits related to net income attributable to noncontrolling interests, partially offset by state taxes.

Our effective tax rate for the year ended December 31, 2022 was higher than the U.S. statutory rate primarily due to state taxes, partially offset by permanent tax benefits related to net income attributable to noncontrolling interests.

Our effective tax rate for the year ended December 31, 2021 was lower than the U.S. statutory rate primarily due to permanent tax benefits related to net income attributable to noncontrolling interests and an increase in benefit related to the net operating loss (“NOL”) carryback provided under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), partially offset by state taxes.

A reconciliation of the federal statutory income tax rate to the effective tax rate applied to income from continuing operations before income taxes follows:

	2023	2022	2021
Federal statutory rate	21 %	21 %	21 %
State and local income taxes, net of federal income tax effects	2	3	2
Noncontrolling interests	(2)	(2)	(9)
Legislation	—	—	(3)
Other	(1)	—	(2)
Effective tax rate applied to income from continuing operations before income taxes	20 %	22 %	9 %

Table of Contents

Deferred tax assets and liabilities resulted from the following:

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Deferred tax assets:		
Employee benefits	\$ 549	\$ 481
Environmental remediation	89	84
Finance lease obligations	365	371
Operating lease liabilities	229	224
Net operating loss carryforwards	44	44
Tax credit carryforwards	10	20
Goodwill and other intangibles	71	56
Other	68	44
Total deferred tax assets	1,425	1,324
Deferred tax liabilities:		
Property, plant and equipment	2,684	2,656
Inventories	627	686
Investments in subsidiaries and affiliates	3,706	3,660
Right of use assets	230	223
Other	11	2
Total deferred tax liabilities	7,258	7,227
Net deferred tax liabilities	\$ 5,833	\$ 5,903

Net deferred tax liabilities were classified in the consolidated balance sheets as follows:

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Assets:		
Other noncurrent assets	\$ 1	\$ 1
Liabilities:		
Deferred income taxes	5,834	5,904
Net deferred tax liabilities	\$ 5,833	\$ 5,903

At December 31, 2023 and 2022, federal operating loss carryforwards were \$3 million and \$4 million, respectively, which includes a mix of indefinite carryforward ability and expiration periods ranging from 2032 through 2034. As of December 31, 2023 and 2022, state and local operating loss and tax credit carryforwards were \$31 million and \$40 million, respectively, which includes a mix of indefinite carryforward ability and expiration periods ranging from 2025 through 2040. At both December 31, 2023 and December 31, 2022, foreign operating loss carryforwards were \$20 million, which includes expiration periods ranging from 2027 through 2043.

As of December 31, 2023 and 2022, \$28 million and \$49 million of valuation allowances have been recorded related to income taxes, primarily related to realizability of foreign tax operating losses and related deferred tax assets.

MPC is continuously undergoing examination of its U.S. federal income tax returns by the Internal Revenue Service ("IRS"). Since 2012, we have continued to participate in the Compliance Assurance Process ("CAP"). CAP is a real-time audit of the U.S. federal income tax return that allows the IRS, working in conjunction with MPC, to determine tax return compliance with the U.S. federal tax law prior to filing the return. This program provides us with greater certainty about our tax liability for years under examination by the IRS. MPLX and its subsidiaries are undergoing examination of its U.S. federal income tax returns by the IRS for the tax year 2019 and tax year 2021. We do not believe the eventual outcome of such audits will have a material impact on our financial statements as of December 31, 2023.

Further, we are routinely involved in U.S. state income tax audits. We believe all other audits will be resolved with the amounts provided for these liabilities. As of December 31, 2023, we have various state and local income tax returns subject to examination for years 2006 through 2022, depending on jurisdiction.

Table of Contents

The following table summarizes the activity in unrecognized tax benefits:

<i>(Millions of dollars)</i>	2023	2022	2021
January 1 balance	\$ 57	\$ 37	\$ 23
Additions for tax positions of current year	—	—	6
Additions for tax positions of prior years	8	38	19
Reductions for tax positions of prior years	(6)	(2)	(4)
Settlements	(20)	(15)	(6)
Statute of limitations	(1)	(1)	(1)
December 31 balance	<u>\$ 38</u>	<u>\$ 57</u>	<u>\$ 37</u>

If the unrecognized tax benefits as of December 31, 2023 were recognized, \$32 million would affect our effective income tax rate. There were \$4 million of uncertain tax positions as of December 31, 2023 for which it is reasonably possible that the amount of unrecognized tax benefits would significantly decrease during the next twelve months.

Interest and penalties related to income taxes are recorded as part of the provision for income taxes. Such interest and penalties were net expenses (benefits) of less than \$(1) million, \$1 million and \$(2) million in 2023, 2022 and 2021, respectively. At both December 31, 2023 and December 31, 2022, \$4 million of interest and penalties receivables (payables) were accrued related to income taxes, respectively.

14. Inventories

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Crude oil	\$ 3,211	\$ 3,047
Refined products	4,940	4,748
Materials and supplies	1,166	1,032
Total	<u>\$ 9,317</u>	<u>\$ 8,827</u>

The LIFO method accounted for 87 percent and 88 percent of total inventory value at December 31, 2023 and 2022, respectively. Current acquisition costs were estimated to exceed the LIFO inventory value at December 31, 2023 and 2022 by \$2.77 billion and \$3.72 billion, respectively.

The cost of inventories of crude oil and refined products is determined primarily under the LIFO method.

15. Equity Method Investments

MarkWest Torñado GP, L.L.C.

On December 15, 2023, MPLX used \$303 million of cash on hand to purchase the remaining 40 percent interest in MarkWest Torñado GP, L.L.C. ("Torñado") for approximately \$270 million, including cash paid for working capital, and to extend the term of a gathering and processing agreement for approximately \$33 million. As a result of this transaction, this entity is now consolidated and included in our consolidated financial results. It was previously accounted for as an equity method investment. Torñado provides natural gas gathering and processing related services in the Permian basin. The results for this business are reported within our Midstream segment.

At December 15, 2023, the carrying value of MPLX's 60 percent equity investment in Torñado was \$311 million. Upon acquisition of the remaining 40 percent member interest, the existing equity investment was remeasured to fair value resulting in the recognition of a \$92 million gain, which was presented in the net gain on disposal of assets line on the accompanying consolidated statements of income. The fair value of the previously-held equity method investment was primarily based on the price negotiated for the 40 percent interest in Torñado.

The acquisition was accounted for as a business combination. While the purchase price for the 40 percent interest was \$270 million, all of the Torñado assets and liabilities were remeasured to fair value resulting in a consolidated fair value of net assets and liabilities of \$673 million, consisting primarily of property, plant and equipment and identifiable intangible assets. The fair value of property, plant and equipment was based primarily on the cost approach. The fair value of the identifiable intangible assets, consisting of various customer contracts, was primarily based on the multi-period excess earnings method, which is an income approach.

South Texas Gateway Terminal LLC

On August 1, 2023, MPC sold its 25 percent interest in South Texas Gateway Terminal LLC (“South Texas Gateway”) to an affiliate of Gibson Energy Inc. (“Gibson Energy”). Gibson Energy paid \$1.1 billion in cash to acquire 100 percent of the membership interests of South Texas Gateway from MPC and its other members. South Texas Gateway owns an oil export facility in the U.S. Gulf Coast. MPC’s proceeds were \$270 million, resulting in a gain of \$106 million, which is included in the net gain on disposal of assets line of the accompanying consolidated statements of income.

LF Bioenergy Acquisition

On March 8, 2023, MPC announced the acquisition of a 49.9 percent interest in LF Bioenergy, an emerging producer of renewable natural gas (“RNG”) in the U.S., for approximately \$56 million, which included funding for on-going operations and project development. LF Bioenergy has been focused on developing and growing a portfolio of dairy farm-based, low carbon intensity RNG projects. MPC accounts for our ownership interest in LF Bioenergy as an equity method investment.

Crowley Ocean Partners

Crowley Coastal Partners was formed in May 2016 to own both Crowley Ocean Partners LLC (“Crowley Ocean Partners”) and Crowley Blue Waters Partners. MPC accounts for our 50 percent ownership in Crowley Coastal Partners as an equity method investment.

On December 1, 2022, MPC purchased all of Crowley Coastal Partner’s interest in Crowley Ocean Partners and its four subsidiaries for approximately \$485 million, which included \$196 million to pay off the debt associated with the four tankers. As a result of the transaction, Crowley Ocean Partners is now included in our consolidated results. MPC will continue to account for its 50 percent interest in Crowley Coastal Partners as an equity method investment.

The excess of the \$144 million fair value over the \$125 million book value of our 50 percent indirect interest in Crowley Ocean Partners resulted in a \$19 million gain, which is included in the income from equity method investments line of the accompanying consolidated statements of income.

Martinez Renewables LLC

On September 21, 2022, MPC closed on the formation of the Martinez Renewables LLC joint venture. MPC contributed property, plant and equipment, inventory, and working capital with an estimated fair value of \$1.471 billion and Neste contributed \$728 million in cash. MPC recorded a gain of \$549 million resulting from the difference between the carrying value and fair value of the contributed property, plant and equipment and inventory. Subsequent to the closing, the joint venture paid a special distribution to MPC of \$500 million, which is reflected as a return of capital in MPC’s consolidated statements of cash flows. After the special distribution, MPC’s investment value in the entity was approximately \$971 million. We apply the equity method of accounting with respect to our investment in the entity.

Watson Cogeneration Company

On June 1, 2022, MPC purchased the remaining 49 percent interest in Watson Cogeneration Company from NRG Energy, Inc. for approximately \$59 million. This entity is now consolidated and included in our consolidated results. It was previously accounted for as an equity method investment.

The excess of the \$62 million fair value over the \$25 million book value of our 51 percent ownership interest in Watson Cogeneration Company resulted in a \$37 million gain, which is included in the net gain on disposal of assets line of the accompanying consolidated statements of income.

Table of Contents

<i>(In millions of dollars, except ownership percentages)</i>	VIE	Ownership as of	Carrying value at	
		December 31, 2023	2023	2022
Refining & Marketing				
The Andersons Marathon Holdings LLC		50%	\$ 227	\$ 204
Martinez Renewables LLC	X	50%	1,266	1,070
Other ^(a)	X		168	54
Refining & Marketing Total			\$ 1,661	\$ 1,328
Midstream				
<i>MPLX</i>				
Andeavor Logistics Rio Pipeline LLC	X	67%	\$ 171	\$ 177
Centrahoma Processing LLC		40%	114	131
Illinois Extension Pipeline Company, L.L.C.		35%	228	236
LOOP LLC		41%	314	287
MarEn Bakken Company LLC		25%	449	475
MarkWest EMG Jefferson Dry Gas Gathering Company, L.L.C.	X	67%	336	335
MarkWest Torñado GP, L.L.C. ^(b)		100%	—	306
MarkWest Utica EMG, L.L.C.	X	58%	676	669
Minnesota Pipe Line Company, LLC		17%	174	178
Rendezvous Gas Services, L.L.C.	X	78%	129	137
Sherwood Midstream Holdings LLC	X	51%	113	125
Sherwood Midstream LLC	X	50%	500	512
Whistler Pipeline LLC		38%	214	211
Other ^(a)	X		325	316
MPLX Total			\$ 3,743	\$ 4,095
<i>MPC-Retained</i>				
Capline Pipeline Company LLC		33%	\$ 402	\$ 404
Crowley Coastal Partners, LLC	X	50%	53	55
Gray Oak Pipeline, LLC		25%	284	302
LOOP LLC		10%	78	71
South Texas Gateway Terminal LLC ^(c)		—%	—	170
Other ^(a)	X		39	41
MPC-Retained Total			\$ 856	\$ 1,043
Midstream Total			\$ 4,599	\$ 5,138
Total			\$ 6,260	\$ 6,466

^(a) Some investments included within "Other" have been deemed to be VIEs.

^(b) MPLX purchased the remaining interest in MarkWest Torñado GP, L.L.C. during 2023. This entity is now consolidated and included in our consolidated results.

^(c) MPC sold its interest in South Texas Gateway Terminal LLC in 2023.

Table of Contents

Summarized financial information for all equity method investments in affiliated companies, combined, was as follows:

<i>(Millions of dollars)</i>	2023	2022	2021
Income statement data:			
Revenues and other income	\$ 6,544	\$ 5,069	\$ 4,343
Income from operations	2,428	1,907	1,389
Net income	2,089	1,740	1,230
Balance sheet data – December 31:			
Current assets	\$ 2,610	\$ 1,811	
Noncurrent assets	21,098	20,324	
Current liabilities	1,569	1,478	
Noncurrent liabilities	6,719	4,750	

As of December 31, 2023, the carrying value of our equity method investments was \$301 million higher than the underlying net assets of investees. This basis difference is being amortized into net income over the remaining estimated useful lives of the underlying net assets, except for \$208 million of excess related to goodwill and other non-depreciable assets.

Dividends and partnership distributions received from equity method investees (excluding distributions that represented a return of capital previously contributed) were \$941 million, \$772 million and \$652 million in 2023, 2022 and 2021, respectively.

16. Property, Plant and Equipment (PP&E)

<i>(Millions of dollars)</i>	December 31, 2023			December 31, 2022		
	Gross PP&E	Accumulated Depreciation	Net PP&E	Gross PP&E	Accumulated Depreciation	Net PP&E
Refining & Marketing	\$ 32,496	\$ 17,992	\$ 14,504	\$ 32,292	\$ 16,745	\$ 15,547
Midstream	29,620	9,589	20,031	27,659	8,118	19,541
Corporate	1,632	1,055	577	1,550	981	569
Total ^(a)	<u>\$ 63,748</u>	<u>\$ 28,636</u>	<u>\$ 35,112</u>	<u>\$ 61,501</u>	<u>\$ 25,844</u>	<u>\$ 35,657</u>

^(a) Includes finance leases. See Note 27.

Property, plant and equipment includes construction in progress of \$1.40 billion and \$2.29 billion at December 31, 2023 and 2022, respectively, which primarily relates to capital projects at our refineries and midstream facilities.

17. Goodwill and Intangibles

Goodwill

MPC annually evaluates goodwill for impairment as of November 30, as well as whenever events or changes in circumstances indicate it is more likely than not that the fair value of a reporting unit with goodwill is less than its carrying amount. There were no impairments of goodwill required based on our annual test of goodwill in 2023 and 2022.

At December 31, 2023, MPC had four reporting units with goodwill totaling approximately \$8.24 billion. For the annual impairment assessment as of November 30, 2023, management performed only a qualitative assessment for three reporting units as we determined it was more likely than not that the fair value of the reporting units exceeded the carrying value. A quantitative assessment was performed for the remaining reporting unit, which resulted in the fair value of the reporting unit exceeding its carrying value by greater than 10 percent.

Table of Contents

The changes in the carrying amount of goodwill for 2023 were as follows:

<i>(Millions of dollars)</i>	Refining & Marketing	Midstream	Total
Balance as of December 31, 2021	\$ 561	\$ 7,695	\$ 8,256
Impairment losses	—	—	—
Disposal of assets	—	(12)	(12)
Balance as of December 31, 2022	561	7,683	8,244
Impairment losses	—	—	—
Balance as of December 31, 2023	<u>\$ 561</u>	<u>\$ 7,683</u>	<u>\$ 8,244</u>
Gross goodwill as of December 31, 2023	\$ 6,141	\$ 10,824	\$ 16,965
Accumulated impairment losses	(5,580)	(3,141)	(8,721)
Balance as of December 31, 2023	<u>\$ 561</u>	<u>\$ 7,683</u>	<u>\$ 8,244</u>

Intangible Assets

Our definite lived intangible assets as of December 31, 2023 and 2022 are as shown below.

<i>(Millions of dollars)</i>	December 31, 2023			December 31, 2022		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Customer contracts and relationships	\$ 3,838	\$ 2,132	\$ 1,706	\$ 3,624	\$ 1,825	\$ 1,799
Brand rights and tradenames	101	79	22	100	64	36
Royalty agreements	173	142	31	138	103	35
Other	41	35	6	36	30	6
Total	<u>\$ 4,153</u>	<u>\$ 2,388</u>	<u>\$ 1,765</u>	<u>\$ 3,898</u>	<u>\$ 2,022</u>	<u>\$ 1,876</u>

At both December 31, 2023 and December 31, 2022, we had indefinite lived intangible assets of \$71 million, which are emission allowance credits.

Amortization expense was \$316 million for both 2023 and 2022. Estimated future amortization expense for the next five years related to the intangible assets at December 31, 2023 is as follows:

<i>(Millions of dollars)</i>	
2024	\$ 265
2025	250
2026	230
2027	201
2028	179

18. Fair Value Measurements

Fair Values – Recurring

The following tables present assets and liabilities accounted for at fair value on a recurring basis as of December 31, 2023 and 2022 by fair value hierarchy level. We have elected to offset the fair value amounts recognized for multiple derivative contracts executed with the same counterparty, including any related cash collateral as shown below; however, fair value amounts by hierarchy level are presented on a gross basis in the following tables.

[Table of Contents](#)

December 31, 2023						
<i>(Millions of dollars)</i>	Fair Value Hierarchy			Netting and Collateral ^(a)	Net Carrying Value on Balance Sheet ^(b)	Collateral Pledged Not Offset
	Level 1	Level 2	Level 3			
Assets:						
Commodity contracts	\$ 244	\$ —	\$ —	\$ (220)	\$ 24	\$ 73
Liabilities:						
Commodity contracts	\$ 249	\$ —	\$ —	\$ (249)	\$ —	\$ —
Embedded derivatives in commodity contracts	—	—	61	—	61	—

December 31, 2022						
<i>(Millions of dollars)</i>	Fair Value Hierarchy			Netting and Collateral ^(a)	Net Carrying Value on Balance Sheet ^(b)	Collateral Pledged Not Offset
	Level 1	Level 2	Level 3			
Assets:						
Commodity contracts	\$ 310	\$ —	\$ —	\$ (243)	\$ 67	\$ 100
Liabilities:						
Commodity contracts	\$ 301	\$ —	\$ —	\$ (301)	\$ —	\$ —
Embedded derivatives in commodity contracts	—	—	61	—	61	—

^(a) Represents the impact of netting assets, liabilities and cash collateral when a legal right of offset exists. As of December 31, 2023, cash collateral of \$29 million was netted with mark-to-market derivative liabilities. As of December 31, 2022, cash collateral of \$58 million was netted with mark-to-market derivative liabilities.

^(b) We have no derivative contracts which are subject to master netting arrangements reflected gross on the balance sheet.

Level 3 instruments relate to an embedded derivative liability for a natural gas purchase commitment embedded in a keep-whole processing agreement. The fair value calculation for these Level 3 instruments at December 31, 2023 used significant unobservable inputs including: (1) NGL prices interpolated and extrapolated due to inactive markets ranging from \$0.61 to \$1.44 per gallon with a weighted average of \$0.76 per gallon and (2) the probability of renewal of 100 percent for the five-year term of the natural gas purchase agreement and the related keep-whole processing agreement. Increases or decreases in the fractionation spread result in an increase or decrease in the fair value of the embedded derivative liability.

The following is a reconciliation of the beginning and ending balances recorded for net liabilities classified as Level 3 in the fair value hierarchy.

<i>(Millions of dollars)</i>	2023	2022
Beginning balance	\$ 61	\$ 108
Unrealized and realized (gain) loss included in net income	11	(35)
Settlements of derivative instruments	(11)	(12)
Ending balance	\$ 61	\$ 61
The amount of total (gain)/loss for the period included in earnings attributable to the change in unrealized (gain)/loss relating to liabilities still held at the end of period:	\$ 9	\$ (33)

See Note 19 for the income statement impacts of our derivative instruments.

Fair Values – Non-recurring

Non-recurring fair value measurements and disclosures in 2023 relate primarily to the acquisition of the remaining interest in MarkWest Torñado GP, L.L.C. as discussed in Note 15.

Non-recurring fair value measurements and disclosures in 2022 relate primarily to sales-type leases discussed in Note 27 and the Martinez Renewables LLC equity method investment discussed in Note 15. The net investment in sales-type leases was recorded at the estimated fair value of the underlying leased assets at contract modification date. The leased assets were valued using a cost method valuation approach which utilizes Level 3 inputs. The fair value of the Martinez Renewables LLC equity method investment was primarily based on the cash consideration received from Neste for their 50 percent ownership.

Table of Contents

Fair Values – Reported

We believe the carrying value of our other financial instruments, including cash and cash equivalents, receivables, accounts payable and certain accrued liabilities, approximate fair value. Our fair value assessment incorporates a variety of considerations, including the short-term duration of the instruments and the expected insignificance of bad debt expense, which includes an evaluation of counterparty credit risk. The borrowings under our revolving credit facilities, which include variable interest rates, approximate fair value. The fair value of our long-term debt is based on prices from recent trade activity and is categorized in Level 3 of the fair value hierarchy. The carrying and fair values of our debt were approximately \$27.0 billion and \$25.5 billion at December 31, 2023, respectively, and approximately \$26.3 billion and \$24.0 billion at December 31, 2022, respectively. These carrying and fair values of our debt exclude the unamortized issuance costs which are netted against our total debt.

19. Derivatives

For further information regarding the fair value measurement of derivative instruments, including any effect of master netting agreements or collateral, see Note 18. See Note 2 for a discussion of the types of derivatives we use and the reasons for them. We do not designate any of our commodity derivative instruments as hedges for accounting purposes.

The following table presents the fair value of derivative instruments as of December 31, 2023 and 2022 and the line items in the consolidated balance sheets in which the fair values are reflected. The fair value amounts below are presented on a gross basis and do not reflect the netting of asset and liability positions permitted under the terms of our master netting arrangements including cash collateral on deposit with, or received from, brokers. We offset the recognized fair value amounts for multiple derivative instruments executed with the same counterparty in our financial statements when a legal right of offset exists. As a result, the asset and liability amounts below will not agree with the amounts presented in our consolidated balance sheets.

<i>(Millions of dollars)</i> Balance Sheet Location	December 31, 2023		December 31, 2022	
	Asset	Liability	Asset	Liability
Commodity derivatives				
Other current assets	\$ 244	\$ 249	\$ 310	\$ 301
Other current liabilities ^(a)	—	11	—	10
Deferred credits and other liabilities ^(a)	—	50	—	51

^(a) Includes embedded derivatives.

The table below summarizes open commodity derivative contracts for crude oil, refined products, blending products and soybean oil as of December 31, 2023.

<i>(Units in thousands of barrels)</i>	Percentage of contracts that expire next quarter	Position	
		Long	Short
Exchange-traded ^(a)			
Crude oil	71.2%	42,455	44,998
Refined products	90.7%	17,657	18,996
Blending products	89.3%	6,030	5,938
Soybean oil	82.7%	4,339	5,088

^(a) Included in exchange-traded are spread contracts in thousands of barrels: Crude oil - 10,866 long and 10,986 short; Refined products - 615 long and 386 short. There are no spread contracts for blending products or soybean oil.

The following table summarizes the effect of all commodity derivative instruments in our consolidated statements of income:

<i>(Millions of dollars)</i> Income Statement Location	Gain (Loss)		
	2023	2022	2021
Sales and other operating revenues	\$ 7	\$ —	\$ (47)
Cost of revenues	(15)	(58)	(333)
Other income	2	—	—
Total	\$ (6)	\$ (58)	\$ (380)

20. Debt

Our outstanding borrowings at December 31, 2023 and 2022 consisted of the following:

<i>(Millions of dollars)</i>	December 31, 2023	December 31, 2022
Marathon Petroleum Corporation:		
Senior notes	\$ 6,449	\$ 6,449
Notes payable	1	1
Finance lease obligations	464	522
Total	6,914	6,972
MPLX LP:		
Senior notes	20,700	20,100
Finance lease obligations	6	8
Total	20,706	20,108
Total debt	27,620	27,080
Unamortized debt issuance costs	(141)	(142)
Unamortized discount, net of unamortized premium	(196)	(238)
Amounts due within one year	(1,954)	(1,066)
Total long-term debt due after one year	\$ 25,329	\$ 25,634

Commercial Paper

We have in place a commercial paper program that allows us to have a maximum of \$2.0 billion in commercial paper outstanding, with maturities up to 397 days from the date of issuance. We do not intend to have outstanding commercial paper borrowings in excess of available capacity under the MPC Credit Agreement.

MPC Senior Notes

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Senior notes, 3.625% due September 2024	750	750
Senior notes, 4.700% due May 2025	1,250	1,250
Senior notes, 5.125% due December 2026	719	719
Senior notes, 3.800% due April 2028	496	496
Senior notes, 6.500% due March 2041	1,250	1,250
Senior notes, 4.750% due September 2044	800	800
Senior notes, 5.850% due December 2045	250	250
Senior notes, 4.500% due April 2048	498	498
Andeavor senior notes, 3.800% - 5.125% due 2026 – 2048	36	36
Senior notes, 5.000%, due September 2054	400	400
Total	\$ 6,449	\$ 6,449

Interest on each series of senior notes is payable semi-annually in arrears. The MPC senior notes are unsecured and unsubordinated obligations of MPC and rank equally with all of MPC's other existing and future unsecured and unsubordinated indebtedness. The MPC senior notes are non-recourse to our subsidiaries and structurally subordinated to the indebtedness of our subsidiaries, including the outstanding indebtedness of Andeavor and MPLX. The Andeavor senior notes are unsecured, unsubordinated obligations of Andeavor and are non-recourse to MPC and any of MPC's subsidiaries other than Andeavor.

Table of Contents

MPLX Senior Notes

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Senior notes, 4.500% due July 2023	\$ —	\$ 989
Senior notes, 4.875% due December 2024	1,149	1,149
Senior notes, 4.000% due February 2025	500	500
Senior notes, 4.875% due June 2025	1,189	1,189
MarkWest senior notes, 4.500% - 4.875% due 2023 – 2025	12	23
Senior notes, 1.750% due March 2026	1,500	1,500
Senior notes, 4.125% due March 2027	1,250	1,250
Senior notes, 4.250% due December 2027	732	732
Senior notes, 4.000% due March 2028	1,250	1,250
Senior notes, 4.800% due February 2029	750	750
Senior notes, 2.650% due August 2030	1,500	1,500
Senior notes, 4.950% due September 2032	1,000	1,000
Senior notes, 5.000% due March 2033	1,100	—
Senior notes, 4.500% due April 2038	1,750	1,750
Senior notes, 5.200% due March 2047	1,000	1,000
Senior notes, 5.200% due December 2047	487	487
ANDX senior notes, 4.250% - 5.200% due 2027 – 2047	31	31
Senior notes, 4.700% due April 2048	1,500	1,500
Senior notes, 5.500% due February 2049	1,500	1,500
Senior notes, 4.950% due March 2052	1,500	1,500
Senior notes, 5.650% due March 2053	500	—
Senior notes, 4.900% due April 2058	500	500
Total	\$ 20,700	\$ 20,100

2023 Activity

On February 9, 2023, MPLX issued \$1.6 billion aggregate principal amount of senior notes in a public offering, consisting of \$1.1 billion aggregate principal amount of 5.00 percent senior notes due March 2033 and \$500 million aggregate principal amount of 5.65 percent senior notes due March 2053. On February 15, 2023, MPLX used \$600 million of the net proceeds to redeem all of the outstanding Series B preferred units. On March 13, 2023, MPLX used the remaining proceeds to redeem all of MPLX's and MarkWest's \$1.0 billion aggregate principal amount of 4.50 percent senior notes due July 2023. The redemption resulted in a loss on extinguishment of debt of \$9 million due to the immediate expense recognition of unamortized debt discount and issuance costs.

2022 Activity

On March 14, 2022, MPLX issued \$1.5 billion aggregate principal amount of 4.950 percent senior notes due March 2052 in an underwritten public offering. The net proceeds were used to repay amounts outstanding under the MPC intercompany loan agreement and under the previous MPLX credit agreement.

On August 11, 2022, MPLX issued \$1.0 billion aggregate principal amount of 4.950 percent senior notes due September 2032 in an underwritten public offering. The net proceeds were used to redeem all of the \$500 million aggregate principal amount of 3.500 percent senior notes due December 2022, \$14 million of which was issued by Andeavor Logistics LP, and to redeem all of the \$500 million aggregate principal amount of 3.375 percent senior notes due March 2023.

Interest on each series of MPLX fixed rate senior notes is payable semi-annually in arrears. The MPLX senior notes are unsecured, unsubordinated obligations of MPLX and are non-recourse to MPC and its subsidiaries other than MPLX and MPLX GP LLC, as the general partner of MPLX. The MPLX senior notes are non-recourse to MPLX's subsidiaries and structurally subordinated to the indebtedness of MPLX's subsidiaries.

[Table of Contents](#)

Schedule of Maturities

Principal maturities of long-term debt, excluding finance lease obligations, as of December 31, 2023 for the next five years are as follows:

(Millions of dollars)

2024	\$	1,901
2025		2,950
2026		2,249
2027		2,000
2028		1,750

Available Capacity under our Facilities as of December 31, 2023

(Millions of dollars)

	Total Capacity	Outstanding Borrowings	Outstanding Letters of Credit	Available Capacity	Weighted Average Interest Rate	Expiration
MPC, excluding MPLX						
MPC bank revolving credit facility	\$ 5,000	\$ —	\$ 1	\$ 4,999	—	July 2027
MPC trade receivables securitization facility ^(a)	100	—	—	100	—	September 2024
MPLX						
MPLX bank revolving credit facility	2,000	—	—	2,000	—	July 2027

^(a) The committed borrowing and letter of credit issuance capacity of the trade receivables securitization facility is \$100 million. In addition, the facility allows for the issuance of letters of credit in excess of the committed capacity at the discretion of the issuing banks.

MPC Bank Revolving Credit Facility

On July 7, 2022, MPC entered into a new five-year revolving credit agreement (the “MPC Credit Agreement”) to replace its previous \$5.0 billion credit facility that was scheduled to expire in October 2023. The MPC Credit Agreement, among other things, provides for a \$5.0 billion unsecured revolving credit facility that matures in July 2027 and letter of credit issuing capacity under the facility of up to \$2.2 billion. Letters of credit issuing capacity is included in, not in addition to, the \$5.0 billion borrowing capacity. The financial covenants of the MPC Credit Agreement are substantially the same as those contained in the previous credit agreement.

MPC has an option under the MPC Credit Agreement to increase the aggregate commitments by up to an additional \$1.0 billion, subject to, among other conditions, the consent of the lenders whose commitments would be increased. In addition, the maturity date may be extended, for up to two additional one year periods, subject to, among other conditions, the approval of lenders holding the majority of the commitments then outstanding, provided that the commitments of any non-consenting lenders will terminate on the then-effective maturity date. The MPC Credit Agreement includes sub-facilities for swing-line loans of up to \$250 million and letters of credit of up to \$2.2 billion (which may be increased to up to \$3.0 billion upon receipt of additional letter of credit issuing commitments).

Borrowings under the MPC Credit Agreement bear interest, at our election, at either the Adjusted Term SOFR or the Alternate Base Rate, both as defined in the MPC Credit Agreement, plus an applicable margin. We are charged various fees and expenses in connection with the agreement, including administrative agent fees, commitment fees on the unused portion of the commitments and fees with respect to issued and outstanding letters of credit. The applicable margins to the benchmark interest rates and the commitment fees payable under the MPC Credit Agreement fluctuate based on changes, if any, to our credit ratings.

The MPC Credit Agreement contains certain representations and warranties, affirmative and restrictive covenants and events of default that we consider to be usual and customary for arrangements of this type, including a financial covenant that requires us to maintain a ratio of Consolidated Net Debt to Total Capitalization, each as defined in the MPC Credit Agreement, of no greater than 0.65 to 1.00 as of the last day of each fiscal quarter. The covenants also restrict, among other things, our ability and/or the ability of certain of our subsidiaries to incur debt, create liens on assets or enter into transactions with affiliates. As of December 31, 2023, we were in compliance with the covenants contained in the MPC Credit Agreement.

Trade Receivables Securitization Facility

On September 30, 2021, we entered into a Loan and Security Agreement and related documentation with a group of lenders providing for a new trade receivables securitization facility having \$100 million of committed borrowing and letter of credit issuance capacity and uncommitted borrowing and letter of credit issuance capacity that can be extended at the discretion of the lenders, provided that at no time may outstanding borrowings and letters of credit issued under the facility exceed the balance of

Table of Contents

eligible trade receivables (as calculated in accordance with the Loan and Security Agreement) that are pledged as collateral under the facility. In September 2023, the trade receivables securitization facility was amended to, among other things, extend its term until September 30, 2024.

The trade receivables facility consists of certain of our wholly owned subsidiaries (“Originators”) selling or contributing on an on-going basis all of the trade receivables generated by them (the “Pool Receivables”), together with all related security and interests in the proceeds thereof, without recourse, to another wholly owned, bankruptcy-remote special purpose subsidiary, MPC Trade Receivables Company I LLC (“TRC”), in exchange for a combination of cash, equity and/or borrowings under a subordinated note issued by TRC to one or more of the Originators. TRC may request borrowings and extensions of credit under the Loan and Security Agreement for up to the lesser of the maximum capacity under the facility or the eligible trade receivables balance of the Pool Receivables. TRC and each of the Originators have granted a security interest in all of their rights, title and interests in and to the Pool Receivables, together with all related security and interests in the proceeds thereof, to the lenders to secure the performance of TRC’s and the Originators’ payment and other obligations under the facility. In addition, MPC has issued a performance guaranty in favor of the lenders guaranteeing the performance by TRC and the Originators of their obligations under the facility.

To the extent that TRC retains an ownership interest in the Pool Receivables, such interest will be included in our consolidated financial statements solely as a result of the consolidation of the financial statements of TRC with those of MPC. The receivables sold or contributed to TRC are available first and foremost to satisfy claims of the creditors of TRC and are not available to satisfy the claims of creditors of MPC. TRC has granted a security interest in all of its assets to the lenders to secure its obligations under the Loan and Security Agreement.

TRC pays floating-rate interest charges and usage fees on amounts outstanding under the trade receivables facility, if any, unused fees on the portion of unused commitments and certain other fees related to the administration of the facility and letters of credit that are issued and outstanding under the trade receivables facility.

The Loan and Security Agreement and other documents comprising the facility contain representations and covenants that we consider usual and customary for arrangements of this type. Trade receivables are subject to customary criteria, limits and reserves before being deemed to be eligible receivables that count towards the borrowing base under the trade receivables facility. In addition, the lender’s commitments to extend loans and credits under the facility are subject to termination, and TRC may be subject to default fees, upon the occurrence of certain events of default that are included in the Loan and Security Agreement and other facility documentation, all of which we consider to be usual and customary for arrangements of this type. As of December 31, 2023, we were in compliance with the covenants contained in the Loan and Security Agreement and other facility documentation.

MPLX Bank Revolving Credit Facility

On July 7, 2022, MPLX entered into a new five-year revolving credit agreement (the “MPLX Credit Agreement”) to replace its previous \$3.5 billion credit facility that was scheduled to expire in July 2024. The MPLX Credit Agreement, among other things, provides for a \$2.0 billion unsecured revolving credit facility that matures in July 2027 and letter of credit issuing capacity under the facility of up to \$150 million. Letters of credit issuing capacity is included in, not in addition to, the \$2.0 billion borrowing capacity.

The borrowing capacity under the MPLX Credit Agreement may be increased by up to an additional \$1.0 billion, subject to certain conditions, including the consent of the lenders whose commitments would increase. In addition, the maturity date may be extended, for up to two additional one year periods, subject to, among other conditions, the approval of lenders holding the majority of the commitments then outstanding, provided that the commitments of any non-consenting lenders will terminate on the then-effective maturity date.

Borrowings under the MPLX Credit Agreement bear interest, at MPLX’s election, at either the Adjusted Term SOFR or the Alternate Base Rate, both as defined in the MPLX Credit Agreement, plus an applicable margin. MPLX is charged various fees and expenses in connection with the agreement, including administrative agent fees, commitment fees on the unused portion of the commitments and fees with respect to issued and outstanding letters of credit. The applicable margins to the benchmark interest rates and the commitment fees payable under the MPLX Credit Agreement fluctuate based on changes, if any, to MPLX’s credit ratings.

The MPLX Credit Agreement contains certain representations and warranties, affirmative and restrictive covenants and events of default that we consider to be usual and customary for an agreement of this type, including a financial covenant that requires MPLX to maintain a ratio of Consolidated Total Debt as of the end of each fiscal quarter to Consolidated EBITDA, both as defined in the MPLX Credit Agreement, for the prior four fiscal quarters of no greater than 5.0 to 1.0 (or 5.5 to 1.0 for up to two fiscal quarters following certain acquisitions). Consolidated EBITDA is subject to adjustments for certain acquisitions completed and capital projects undertaken during the relevant period. The covenants also restrict, among other things, MPLX’s ability and/or the ability of certain of its subsidiaries to incur debt, create liens on assets and enter into transactions with affiliates. As of December 31, 2023, MPLX was in compliance with the covenants contained in the MPLX Credit Agreement.

21. Revenue

The following table presents our revenues from external customers disaggregated by segment and product line:

<i>(Millions of dollars)</i>	2023	2022	2021
Refining & Marketing			
Refined products	\$ 134,303	\$ 161,362	\$ 107,345
Crude oil	7,423	8,962	7,132
Services and other	1,742	1,763	873
Total revenues from external customers	143,468	172,087	115,350
Midstream			
Refined products	1,675	2,219	1,590
Services and other ^(a)	3,236	3,147	3,043
Total revenues from external customers	4,911	5,366	4,633
Sales and other operating revenues	\$ 148,379	\$ 177,453	\$ 119,983

^(a) Includes sales-type lease revenue. See Note 27.

We do not disclose information on the future performance obligations for any contract with expected duration of one year or less at inception. As of December 31, 2023, we do not have future performance obligations that are material to future periods.

Receivables

On the accompanying consolidated balance sheets, receivables, less allowance for doubtful accounts primarily consists of customer receivables. Significant, non-customer balances included in our receivables at December 31, 2023 include matching buy/sell receivables of \$4.7 billion.

22. Supplemental Cash Flow Information

<i>(Millions of dollars)</i>	2023	2022	2021
Net cash provided by operating activities included:			
Interest paid (net of amounts capitalized)	\$ 1,200	\$ 1,060	\$ 1,231
Income taxes paid to taxing authorities	2,751	4,869	2,436
Cash paid for amounts included in the measurement of lease liabilities			
Payments on operating leases	493	498	569
Interest payments under finance lease obligations	25	24	21
Net cash provided by financing activities included:			
Principal payments under finance lease obligations	79	79	71
Non-cash investing and financing activities:			
Right of use assets obtained in exchange for new operating lease obligations	465	367	349
Right of use assets obtained in exchange for new finance lease obligations	21	60	37
Contribution of assets ^(a)	—	818	—
Book value of equity method investment ^(b)	311	150	—

^(a) Represents the book value of property, plant and equipment, inventory and working capital contributed by MPC to Martinez Renewables LLC. See Note 15 for additional information.

^(b) 2023 represents the book value of MPLX's equity method investment in Torñado. prior to MPLX buying out the remaining interest in this entity. 2022 represents the book value of MPC's equity method investment in Watson Cogeneration Company and Crowley Ocean Partners of \$25 million and \$125 million, respectively, prior to MPC buying out the remaining interest in these entities. See Note 15 for additional information.

Table of Contents

The consolidated statements of cash flows exclude changes to the consolidated balance sheets that did not affect cash. The following is a reconciliation of additions to property, plant and equipment to total capital expenditures:

<i>(Millions of dollars)</i>	2023	2022	2021
Additions to property, plant and equipment per the consolidated statements of cash flows	\$ 1,890	\$ 2,420	\$ 1,464
Increase (decrease) in capital accruals	184	(37)	141
Total capital expenditures	<u>\$ 2,074</u>	<u>\$ 2,383</u>	<u>\$ 1,605</u>

23. Other Current Liabilities

The following summarizes the components of other current liabilities:

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Environmental credits liability	\$ 778	\$ 429
Accrued interest payable	316	315
Other current liabilities	551	423
Total other current liabilities	<u>\$ 1,645</u>	<u>\$ 1,167</u>

24. Accumulated Other Comprehensive Income (Loss)

The following table shows the changes in accumulated other comprehensive income (loss) by component. Amounts in parentheses indicate debits.

<i>(Millions of dollars)</i>	Pension Benefits	Other Benefits	Other	Total
Balance as of December 31, 2021	\$ (117)	\$ 49	\$ 1	\$ (67)
Other comprehensive income (loss) before reclassifications, net of tax of \$11	(70)	129	(1)	58
Amounts reclassified from accumulated other comprehensive loss:				
Amortization of prior service credit ^(a)	(45)	(22)	—	(67)
Amortization of actuarial loss ^(a)	4	6	—	10
Settlement loss ^(a)	79	—	—	79
Tax effect	(14)	3	—	(11)
Other comprehensive income (loss)	<u>(46)</u>	<u>116</u>	<u>(1)</u>	<u>69</u>
Balance as of December 31, 2022	<u>\$ (163)</u>	<u>\$ 165</u>	<u>\$ —</u>	<u>\$ 2</u>

<i>(Millions of dollars)</i>	Pension Benefits	Other Benefits	Other	Total
Balance as of December 31, 2022	\$ (163)	\$ 165	\$ —	\$ 2
Other comprehensive income (loss) before reclassifications, net of tax of \$(22)	(60)	(21)	2	(79)
Amounts reclassified from accumulated other comprehensive loss:				
Amortization of prior service credit ^(a)	(45)	(22)	—	(67)
Amortization of actuarial gain ^(a)	(5)	—	—	(5)
Settlement gain ^(a)	(1)	—	—	(1)
Other	—	—	(1)	(1)
Tax effect	13	7	—	20
Other comprehensive income (loss)	<u>(98)</u>	<u>(36)</u>	<u>1</u>	<u>(133)</u>
Balance as of December 31, 2023	<u>\$ (261)</u>	<u>\$ 129</u>	<u>\$ 1</u>	<u>\$ (131)</u>

^(a) These accumulated other comprehensive loss components are included in the computation of net periodic benefit cost. See Note 25.

25. Pension and Other Postretirement Benefits

We have two noncontributory defined benefit pension plans. One plan is frozen and covered certain employees of our former Speedway LLC subsidiary. The other plan is active and covers substantially all of our employees. Benefits under these plans are based on a now frozen final average pay type of benefit based on age, years of service and final average pensionable earnings, and a cash balance type of benefit. The years of service component for the final average pay type of benefit was frozen as of December 31, 2009, and certain of the pensionable earnings components were frozen as of December 31, 2012. Benefits for the cash balance type of benefit began on January 1, 2010 for our continuing active plan, and began on January 1, 2016 for our frozen plan, and are based on a cash balance formula with an annual percentage of eligible pay credited based upon age and years of service or at a flat rate of eligible pay, depending on covered employee group. Substantially all of our employees also accrue benefits under a defined contribution plan.

<i>(Millions of dollars)</i>	2023	2022	2021
Cash balance weighted average interest crediting rates	3.57 %	3.00 %	3.00 %

We also have other postretirement benefits covering most employees. Retiree health care benefits are provided through comprehensive hospital, surgical, major medical benefit, prescription drug and related health benefit provisions subject to various cost sharing features. Retiree life insurance benefits are provided to a closed group of retirees. Other postretirement benefits are not funded in advance.

In connection with the Andeavor acquisition, we assumed a number of additional qualified and nonqualified noncontributory benefit pension plans, covering substantially all former Andeavor employees. Benefits under these plans are determined based on final average compensation and years of service through December 31, 2010 and a cash balance formula for service beginning January 1, 2011. These plans were frozen as of December 31, 2018. Further, as of December 31, 2019, the qualified plans were merged with our existing qualified plans in which the actuarial assumptions were materially the same between the plans. We also assumed a number of additional postretirement benefits covering eligible employees. These benefits were merged with our existing benefits beginning January 1, 2019.

Obligations and Funded Status

The accumulated benefit obligation for all defined benefit pension plans was \$2,441 million and \$2,272 million as of December 31, 2023 and 2022.

The following summarizes the projected benefit obligations and funded status for our defined benefit pension and other postretirement plans:

<i>(Millions of dollars)</i>	Pension Benefits		Other Benefits	
	2023	2022	2023	2022
Benefit obligations at January 1	\$ 2,359	\$ 3,295	\$ 650	\$ 828
Service cost	195	228	18	26
Interest cost	116	102	31	21
Actuarial loss/(gain)	184	(653)	31	(168)
Benefits paid ^(a)	(291)	(613)	(51)	(57)
Benefit obligations at December 31	2,563	2,359	679	650
Fair value of plan assets at January 1	1,838	3,043	—	—
Actual return on plan assets	266	(622)	—	—
Employer contributions	269	30	51	57
Benefits paid from plan assets	(291)	(613)	(51)	(57)
Fair value of plan assets at December 31	2,082	1,838	—	—
Funded status at December 31	\$ (481)	\$ (521)	\$ (679)	\$ (650)

^(a) Of the \$613 million in benefits paid in 2022, \$285 million is related to the pension annuity lift-out.

Table of Contents

Amounts recognized in the consolidated balance sheet for our pension and other postretirement benefit plans at December 31 include:

<i>(Millions of dollars)</i>	Pension Benefits		Other Benefits	
	2023	2022	2023	2022
Current liabilities	(8)	(7)	(50)	(50)
Noncurrent liabilities	(473)	(514)	(629)	(600)
Accrued benefit cost	<u>\$ (481)</u>	<u>\$ (521)</u>	<u>\$ (679)</u>	<u>\$ (650)</u>

Included in accumulated other comprehensive loss at December 31 were the following before-tax amounts that had not been recognized in net periodic benefit cost:

<i>(Millions of dollars)</i>	Pension Benefits		Other Benefits	
	2023	2022	2023	2022
Net actuarial loss	\$ 467	\$ 386	\$ 50	\$ 19
Prior service credit	(69)	(114)	(202)	(224)

Amounts exclude those related to LOOP and Explorer, equity method investees with defined benefit pension and postretirement plans for which net losses (gains) of \$10 million and \$(5) million were recorded in accumulated other comprehensive income (loss) in 2023, reflecting our ownership share.

Components of Net Periodic Benefit Cost and Other Comprehensive (Income) Loss

The following summarizes the net periodic benefit costs and the amounts recognized as other comprehensive loss (pretax) for our defined benefit pension and other postretirement plans.

<i>(Millions of dollars)</i>	Pension Benefits			Other Benefits		
	2023	2022	2021	2023	2022	2021
Service cost	\$ 201	\$ 230	\$ 287	\$ 18	\$ 26	\$ 34
Interest cost	116	102	93	31	21	30
Expected return on plan assets	(163)	(142)	(139)	—	—	—
Amortization of prior service cost (credit)	(45)	(45)	(45)	(22)	(22)	2
Amortization of actuarial (gain) loss	(5)	4	37	—	6	10
Settlement (gain) loss	(1)	79	75	—	—	1
Net periodic benefit cost ^(a)	<u>\$ 103</u>	<u>\$ 228</u>	<u>\$ 308</u>	<u>\$ 27</u>	<u>\$ 31</u>	<u>\$ 77</u>
Actuarial (gain) loss	\$ 75	\$ 109	\$ (227)	\$ 31	\$ (167)	\$ (16)
Prior service credit	—	—	—	—	—	(276)
Amortization of actuarial (gain) loss	6	(83)	(112)	—	(6)	(11)
Amortization of prior service (cost) credit	45	45	45	22	22	(2)
Total recognized in other comprehensive (income) loss	<u>\$ 126</u>	<u>\$ 71</u>	<u>\$ (294)</u>	<u>\$ 53</u>	<u>\$ (151)</u>	<u>\$ (305)</u>
Total recognized in net periodic benefit cost and other comprehensive (income) loss	<u>\$ 229</u>	<u>\$ 299</u>	<u>\$ 14</u>	<u>\$ 80</u>	<u>\$ (120)</u>	<u>\$ (228)</u>

^(a) Net periodic benefit cost reflects a calculated market-related value of plan assets which recognizes changes in fair value over three years.

For certain of our pension plans, lump sum payments to employees retiring in 2023, 2022 and 2021 exceeded the plan's total service and interest costs expected for those years. Settlement losses are required to be recorded when lump sum payments exceed total service and interest costs. As a result, pension settlement expenses were recorded in 2023, 2022 and 2021.

Table of Contents

Plan Assumptions

The following summarizes the assumptions used to determine the benefit obligations at December 31, and net periodic benefit cost for the defined benefit pension and other postretirement plans for 2023, 2022 and 2021.

	Pension Benefits			Other Benefits		
	2023	2022	2021	2023	2022	2021
Benefit obligation:						
Discount rate	4.85 %	5.04 %	2.82 %	4.88 %	5.08 %	2.93 %
Rate of compensation increase	4.18 %	4.18 %	5.70 %	4.18 %	4.18 %	5.70 %
Net periodic benefit cost:						
Discount rate	5.10 %	3.33 %	2.70 %	5.08 %	2.93 %	2.55 %
Expected long-term return on plan assets	7.00 %	5.75 %	5.75 %	— %	— %	— %
Rate of compensation increase	4.18 %	4.18 %	5.70 %	4.18 %	4.18 %	5.70 %

Expected Long-term Return on Plan Assets

The overall expected long-term return on plan assets assumption is determined based on an asset rate-of-return modeling tool developed by a third-party investment group. The tool utilizes underlying assumptions based on actual returns by asset category and inflation and takes into account our asset allocation to derive an expected long-term rate of return on those assets. Capital market assumptions reflect the long-term capital market outlook. The assumptions for equity and fixed income investments are developed using a building-block approach, reflecting observable inflation information and interest rate information available in the fixed income markets. Long-term assumptions for other asset categories are based on historical results, current market characteristics and the professional judgment of our internal and external investment teams.

Assumed Health Care Cost Trend

The following summarizes the assumed health care cost trend rates.

	December 31,		
	2023	2022	2021
Health care cost trend rate assumed for the following year:			
Medical: Pre-65	7.70 %	6.60 %	5.80 %
Prescription drugs	10.80 %	8.90 %	6.40 %
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate):			
Medical: Pre-65	4.50 %	4.50 %	4.50 %
Prescription drugs	4.50 %	4.50 %	4.50 %
Year that the rate reaches the ultimate trend rate:			
Medical: Pre-65	2032	2031	2030
Prescription drugs	2032	2031	2030

Increases in the post-65 medical plan premium for the Marathon Petroleum Health Plan and the Marathon Petroleum Retiree Health Plan have been permanently eliminated.

Plan Investment Policies and Strategies

The investment policies for our pension plan assets reflect the funded status of the plans and expectations regarding our future ability to make further contributions. Long-term investment goals are to: (1) manage the assets in accordance with the legal requirements of all applicable laws; (2) diversify plan investments across asset classes to achieve an optimal balance between risk and return and between income and growth of assets through capital appreciation; and (3) source benefit payments primarily through existing plan assets and anticipated future returns.

The investment goals are implemented to manage the plans' funded status volatility and minimize future cash contributions. The asset allocation strategy will change over time in response to changes primarily in funded status, which is dictated by current and anticipated market conditions, the independent actions of our investment committee, required cash flows to and from the plans and other factors deemed appropriate. Such changes in asset allocation are intended to allocate additional assets to the fixed income asset class should the funded status improve. The fixed income asset class shall be invested in such a manner that its

Table of Contents

interest rate sensitivity correlates highly with that of the plans' liabilities. Other asset classes are intended to provide additional return with associated higher levels of risk. Investment performance and risk is measured and monitored on an ongoing basis through quarterly investment meetings and periodic asset and liability studies. At December 31, 2023, the primary plan's targeted asset allocation was 50 percent equity, private equity, real estate, and timber securities and 50 percent fixed income securities.

Fair Value Measurements

Plan assets are measured at fair value. The following provides a description of the valuation techniques employed for each major plan asset category at December 31, 2023 and 2022.

Cash and cash equivalents

Cash and cash equivalents include a collective fund serving as the investment vehicle for the cash reserves and cash held by third-party investment managers. The collective fund is valued at net asset value ("NAV") on a scheduled basis using a cost approach, and is considered a Level 2 asset. Cash and cash equivalents held by third-party investment managers are valued using a cost approach and are considered Level 2.

Equity

Equity investments includes common stock, mutual and pooled funds. Common stock investments are valued using a market approach, which are priced daily in active markets and are considered Level 1. Mutual and pooled equity funds are well diversified portfolios, representing a mix of strategies in domestic, international and emerging market strategies. Mutual funds are publicly registered, valued at NAV on a daily basis using a market approach and are considered Level 1 assets. Pooled funds are valued at NAV using a market approach and are considered Level 2.

Fixed Income

Fixed income investments include corporate bonds, U.S. dollar treasury bonds and municipal bonds. These securities are priced on observable inputs using a combination of market, income and cost approaches. These securities are considered Level 2 assets. Fixed income also includes a well diversified bond portfolio structured as a pooled fund. This fund is valued at NAV on a daily basis using a market approach and is considered Level 2. Other investments classified as Level 1 include mutual funds that are publicly registered, valued at NAV on a daily basis using a market approach.

Private Equity

Private equity investments include interests in limited partnerships which are valued using information provided by external managers for each individual investment held in the fund. These holdings are considered Level 3.

Real Estate

Real estate investments consist of interests in limited partnerships. These holdings are either appraised or valued using the investment manager's assessment of assets held. These holdings are considered Level 3.

Other

Other investments include two limited liability companies ("LLCs") with no public market. The LLCs were formed to acquire timberland in the northwest U.S. These holdings are either appraised or valued using the investment manager's assessment of assets held. These holdings are considered Level 3. Other investments classified as Level 1 include publicly traded depository receipts, while Level 2 include derivative transactions.

Table of Contents

The following tables present the fair values of our defined benefit pension plans' assets, by level within the fair value hierarchy, as of December 31, 2023 and 2022.

<i>(Millions of dollars)</i>	December 31, 2023				December 31, 2022			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	\$ —	\$ 63	\$ —	\$ 63	\$ —	\$ 3	\$ —	\$ 3
Equity:								
Common stocks	50	—	—	50	40	—	—	40
Mutual funds	115	—	—	115	104	—	—	104
Pooled funds	—	791	—	791	—	742	—	742
Fixed income:								
Corporate	—	588	—	588	—	582	—	582
Government	—	330	—	330	211	41	—	252
Pooled funds	—	118	—	118	—	79	—	79
Private equity	—	—	10	10	—	—	13	13
Real estate	—	—	12	12	—	—	14	14
Other	—	2	3	5	—	5	4	9
Total investments, at fair value	<u>\$ 165</u>	<u>\$ 1,892</u>	<u>\$ 25</u>	<u>\$ 2,082</u>	<u>\$ 355</u>	<u>\$ 1,452</u>	<u>\$ 31</u>	<u>\$ 1,838</u>

Cash Flows

Contributions to defined benefit plans

Our funding policy with respect to the funded pension plans is to contribute amounts necessary to satisfy minimum pension funding requirements, including requirements of the Pension Protection Act of 2006, plus such additional, discretionary, amounts from time to time as determined appropriate by management. In 2023, we made contributions totaling \$258 million to our funded pension plans. For 2024, we do not project any required funding, but we may make voluntary contributions to our funded pension plans at our discretion. Cash contributions to be paid from our general assets for the unfunded pension and postretirement plans are estimated to be approximately \$8 million and \$50 million, respectively, in 2024.

Estimated future benefit payments

The following gross benefit payments, which reflect expected future service, as appropriate, are expected to be paid in the years indicated.

<i>(Millions of dollars)</i>	Pension Benefits	Other Benefits
2024	\$ 147	\$ 50
2025	168	51
2026	177	51
2027	183	52
2028	194	52
2029 through 2033	1,100	266

Contributions to defined contribution plan

We also contribute to a defined contribution plan for eligible employees. Contributions to this plan totaled \$176 million, \$167 million and \$165 million in 2023, 2022 and 2021, respectively.

Multiemployer Pension Plan

We contribute to one multiemployer defined benefit pension plan under the terms of a collective-bargaining agreement that covers some of our union-represented employees. The risks of participating in this multiemployer plan are different from single-employer plans in the following aspects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- If we choose to stop participating in the multiemployer plan, we may be required to pay that plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

Our participation in this plan for 2023, 2022 and 2021 is outlined in the table below. The “EIN” column provides the Employee Identification Number for the plan. The most recent Pension Protection Act zone status available in 2023 and 2022 is for the plan years ending on December 31, 2022 and December 31, 2021, respectively. The zone status is based on information that we received from the plan and is certified by the plan’s actuary. Among other factors, plans in the red zone are generally less than 65 percent funded. The “FIP/RP Status Pending/Implemented” column indicates a financial improvement plan or a rehabilitation plan has been implemented. The last column lists the expiration date of the collective-bargaining agreement to which the plan is subject. There have been no significant changes that affect the comparability of 2023, 2022 and 2021 contributions. Our portion of the contributions does not make up more than five percent of total contributions to the plan.

Pension Fund	EIN	Pension Protection Act Zone Status		FIP/RP Status Pending/Implemented	MPC Contributions (Millions of dollars)			Surcharge Imposed	Expiration Date of Collective – Bargaining Agreement
		2023	2022		2023	2022	2021		
Central States, Southeast and Southwest Areas Pension Plan ^{(a),(b)}	366044243	Red	Red	Implemented	\$ 5	\$ 5	\$ 5	No	January 31, 2024

^(a) This agreement has a minimum contribution requirement of \$338 per week per employee for 2024. A total of 278 employees participated in the plan as of December 31, 2023.

^(b) The parties to the expired agreement continue operating under the relevant terms of the expired agreement while negotiating a successor agreement.

Multiemployer Health and Welfare Plan

We contribute to one multiemployer health and welfare plan that covers both active employees and retirees. Through the health and welfare plan, employees receive medical, dental, vision, prescription and disability coverage. Our contributions to this plan totaled \$7 million, \$7 million and \$7 million for 2023, 2022 and 2021, respectively.

26. Share-Based Compensation

Description of the Incentive Plans

Our employees and non-employee directors are eligible to receive share, share-based and other types of awards under the Marathon Petroleum Corporation 2021 Incentive Compensation Plan (“MPC 2021 Plan”). The MPC 2021 Plan authorizes the Compensation and Organization Development Committee of our board of directors (“Committee”) to grant nonqualified or incentive stock options, stock appreciation rights, share and share-based awards (including restricted stock and restricted stock unit awards), cash awards and performance awards to our employees and non-employee directors. The maximum number of shares of our common stock available for awards under the MPC 2021 Plan is 20.5 million shares. The MPC 2021 Plan became effective upon shareholder approval on April 28, 2021. Prior to that date, our employees and non-employee directors were eligible to receive share, share-based and other types of awards under the Amended and Restated Marathon Petroleum Corporation 2012 Incentive Compensation Plan (“MPC 2012 Plan”), effective April 26, 2012, and prior to that date, the Marathon Petroleum Corporation 2011 Second Amended and Restated Incentive Compensation Plan (“MPC 2011 Plan”). Shares issued as a result of awards granted under these plans are funded through the issuance of new MPC common shares.

Share-Based Awards under the Plans

Stock Options

Prior to 2021, we granted stock options to certain officer and non-officer employees under the MPC 2011 Plan and the MPC 2012 Plan. Stock options represent the right to purchase shares of our common stock at an exercise price equal to the closing price of our common stock on the date of grant. Stock options generally vest over a service period of three years and expire ten years after the grant date. We expensed stock options based on the grant date fair value of the awards over the requisite service period, adjusted for estimated forfeitures. We used the Black Scholes option-pricing model to estimate the fair value of stock options granted, which requires the input of subjective assumptions.

Restricted Stock and Restricted Stock Units

We grant restricted stock units to certain employees and to our non-employee directors. Prior to 2021, we granted restricted stock to certain employees and to our non-employee directors. In general, restricted stock and restricted stock units granted to employees vest over a requisite service period of three years. Restricted stock awards and restricted stock unit awards granted to officers prior to 2022 are subject to an additional one-year holding period after the three-year vesting period. Restricted stock recipients have the right to vote such stock; however, dividends are accrued and when vested are payable at the dates specified in the awards. The non-vested shares are not transferable and are held by our transfer agent. Restricted stock units granted to non-employee directors are considered to vest immediately at the time of the grant for accounting purposes, as they are non-forfeitable, but are not issued until the director’s departure from the board of directors. Restricted stock unit recipients do not have the right to vote any shares of stock and accrue dividend equivalents which when vested are payable at the dates specified in the awards. We expense restricted stock and restricted stock units based on the grant date fair value of the awards over the requisite service period, adjusted for estimated forfeitures. The fair values of restricted stock and restricted stock units are equal to the market price of our common stock on the grant date.

Performance Units and Performance Share Units

We grant performance share unit awards to certain officer and non-officer employees. At grant, a performance share unit has a target value equal to the MPC common stock average 30-day closing price prior to the grant date. The actual payout value of a performance share unit is based on company performance (which can range from 0 percent to 200 percent) for the three-year performance period beginning January 1 of the year of grant, multiplied by, for the awards granted in 2021 and 2022, MPC’s closing share price on the date the Committee certifies performance; and for the awards granted in 2023, MPC’s average closing share price for the final thirty calendar days at the end of the performance period. Company performance for purposes of payout will be determined by the relative ranking of the total shareholder return (“TSR”) of MPC common stock over the three-year performance period compared to the TSR of a select group of peer companies, the Standard & Poor’s 500 Index, the Alerian MLP Index, as well as the median of MPC’s compensation reference group applicable for the year the award is granted. These awards settle 100 percent in cash and are accounted for as liability awards. We expense liability-classified performance share unit awards at fair value over the requisite service period, with mark-to-market adjustments made each quarter until payout occurs. The fair value is determined using a Monte Carlo valuation model.

Significant assumptions used in our Monte Carlo valuation models include: 1) risk free interest rate, for which we utilize the treasury rate for the time period closest to the remaining performance period of the award being valued; 2) look-back period (in years), for which we utilize the remaining performance period of the award being valued; and 3) expected volatility, for which we utilize the historical volatility of our own stock and the stock of our peer group for the look-back period previously discussed.

In general, performance share units granted to officers have a vesting service period beginning on the grant date and ending on the last day of the three-year performance period, and performance share units granted to employees outside of our senior management vest in one-third increments at the end of each calendar year of the performance period. However, certain employees are eligible to vest in some awards earlier, subject to reaching certain age and employment milestones, with payout still occurring at the end of the original performance period.

No performance share unit awards were granted prior to 2021. Prior to 2021, we granted performance unit awards to certain officer employees under the MPC 2012 Plan. Performance units were dollar-denominated. The target value of all performance units was \$1.00, with actual payout up to \$2.00 per unit (up to 200 percent of target). Performance unit awards had a 36-month requisite service period. The payout value of these awards was determined by the relative ranking of the TSR of MPC common stock compared to the TSR of a select group of peer companies, as well as the Standard & Poor’s 500 Energy Index fund over an average of four measurement periods. These awards were settled 25 percent in MPC common stock and 75 percent in cash. The number of shares actually distributed was determined as 25 percent of the final payout divided by the closing price of MPC common stock on the day the Committee certifies the final TSR rankings, or the next trading day if the certification is made outside of normal trading hours. The performance units paying out in cash were accounted for as liability awards and recorded at fair value with a mark-to-market adjustment made each quarter, as determined using a Monte Carlo valuation model. The performance units that settle in shares were accounted for as share awards, did not receive dividend equivalents and were expensed at grant date fair value, over the requisite service period. The grant date fair value was determined using a Monte Carlo valuation model. All outstanding performance unit awards were paid out during 2023; no performance unit awards remain outstanding at December 31, 2023.

Total Share-Based Compensation Expense

The following table reflects activity related to our share-based compensation arrangements:

<i>(Millions of dollars)</i>	2023	2022	2021
Share-based compensation expense	\$ 211	\$ 153	\$ 88
Tax benefit recognized on share-based compensation expense	51	37	22
Cash received by MPC upon exercise of stock option awards	62	243	106
Tax benefit received for tax deductions for stock awards exercised	49	53	13

Stock Option Awards

The following is a summary of our common stock option activity in 2023:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Terms <i>(in years)</i>	Aggregate Intrinsic Value <i>(Millions of dollars)</i>
Outstanding at December 31, 2022	2,489,234	\$ 46.78		
Exercised	(1,445,223)	42.95		
Forfeited or expired	—	—		
Outstanding at December 31, 2023 ^(a)	<u>1,044,011</u>	52.07	2.2	\$ 101

^(a) All options outstanding at December 31, 2023 are fully vested and exercisable.

The intrinsic value of options exercised by MPC employees during 2023, 2022 and 2021 was \$136 million, \$247 million and \$88 million, respectively.

As of December 31, 2023, there was no unrecognized compensation cost related to stock option awards.

Restricted Stock and Restricted Stock Unit Awards

The following is a summary of restricted stock and restricted stock unit award activity of our common stock in 2023:

	Restricted Stock		Restricted Stock Units	
	Number of Shares	Weighted Average Grant Date Fair Value	Number of Units	Weighted Average Grant Date Fair Value
Unvested at December 31, 2022	691	\$ 54.60	1,786,150	\$ 50.36
Granted	—	—	601,161	133.94
Vested	(691)	54.60	(1,115,810)	41.78
Forfeited	—	—	(78,797)	85.85
Unvested at December 31, 2023	<u>—</u>	<u>—</u>	<u>1,192,704</u>	98.16

The following is a summary of the values related to restricted stock and restricted stock unit awards held by MPC employees and non-employee directors:

	Restricted Stock		Restricted Stock Units	
	Intrinsic Value of Awards Vested During the Period <i>(Millions of dollars)</i>	Weighted Average Grant Date Fair Value of Awards Granted During the Period	Intrinsic Value of Awards Vested During the Period <i>(Millions of dollars)</i>	Weighted Average Grant Date Fair Value of Awards Granted During the Period
2023	\$ —	\$ —	\$ 144	\$ 133.94
2022	17	—	99	75.81
2021	20	—	90	55.27

As of December 31, 2023, there was no unrecognized compensation cost related to restricted stock awards. Unrecognized compensation cost related to restricted stock unit awards was \$75 million, which is expected to be recognized over a weighted average period of 2.0 years.

[Table of Contents](#)

Performance Awards

The following is a summary of performance share unit awards activity in 2023:

	Number of Performance Share Units
Unvested at December 31, 2022	862,313
Granted	295,296
Vested	(549,905)
Forfeited	(27,038)
Unvested at December 31, 2023	580,666

We paid \$14 million, \$26 million and \$10 million during the years ended 2023, 2022 and 2021, respectively, to settle performance unit awards. No cash was paid during the same years to settle performance share unit awards.

As of December 31, 2023, unrecognized compensation cost related to performance awards was \$55 million, which is expected to be recognized over a weighted average period of 1.3 years. As of December 31, 2023, the total liability associated with performance awards was \$279 million.

MPLX Awards

Compensation expense for awards of MPLX units are not material to our consolidated financial statements for 2023.

27. Leases

Lessee

We lease a wide variety of facilities and equipment including land and building space, office and field equipment, storage facilities and transportation equipment. Our remaining lease terms range from less than one year to 95 years. Most long-term leases include renewal options ranging from less than one year to 49 years and, in certain leases, also include purchase options. The lease term included in the measurement of right of use assets and lease liabilities includes options to extend or terminate our leases that we are reasonably certain to exercise.

Under ASC 842, the components of lease cost are shown below. Lease costs for operating leases are recognized on a straight line basis and are reflected in the income statement based on the leased asset's use. Lease costs for finance leases are reflected in depreciation and amortization and in net interest and other financial costs.

<i>(Millions of dollars)</i>	2023	2022	2021
Finance lease cost:			
Amortization of right of use assets	\$ 73	\$ 81	\$ 78
Interest on lease liabilities	25	29	31
Operating lease cost	489	490	565
Variable lease cost	54	59	62
Short-term lease cost	881	772	446
Total lease cost	<u>\$ 1,522</u>	<u>\$ 1,431</u>	<u>\$ 1,182</u>

Table of Contents

Supplemental consolidated balance sheet data related to leases were as follows:

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Operating leases		
Assets		
Right of use assets	\$ 1,233	\$ 1,214
Liabilities		
Operating lease liabilities	\$ 454	\$ 368
Long-term operating lease liabilities	764	841
Total operating lease liabilities	\$ 1,218	\$ 1,209
Weighted average remaining lease term (in years)	4	5
Weighted average discount rate	4.1 %	3.5 %
Finance leases		
Assets		
Property, plant and equipment, gross	\$ 765	\$ 818
Less accumulated depreciation	413	412
Property, plant and equipment, net	\$ 352	\$ 406
Liabilities		
Debt due within one year	\$ 69	\$ 79
Long-term debt	401	451
Total finance lease liabilities	\$ 470	\$ 530
Weighted average remaining lease term (in years)	9	9
Weighted average discount rate	5.1 %	5.1 %

As of December 31, 2023, maturities of lease liabilities for operating lease obligations and finance lease obligations having initial or remaining non-cancellable lease terms in excess of one year are as follows:

<i>(Millions of dollars)</i>	Operating	Finance
2024	\$ 494	\$ 91
2025	356	82
2026	181	79
2027	100	63
2028	66	47
2029 and thereafter	128	228
Gross lease payments	1,325	590
Less: imputed interest	107	120
Total lease liabilities	\$ 1,218	\$ 470

Lessor

MPLX is considered to be the lessor under several operating lease agreements in accordance with GAAP related to certain fee-based natural gas transportation and processing agreements in the Marcellus and Southern Appalachia region. The primary term of these agreements expire between 2026 and 2036, however, these contracts either have renewal options or will continue thereafter on a year-to-year basis until terminated by either party.

MPLX did not elect to use the practical expedient to combine lease and non-lease components for lessor arrangements. The tables below represent the portion of the contract allocated to the lease component based on relative standalone selling price. MPLX elected the practical expedient to carry forward historical classification conclusions until a modification of an existing agreement occurs. Once a modification occurs, the amended agreement is required to be assessed under ASC 842 to determine whether a reclassification of the lease is required.

Table of Contents

During the third quarter of 2022, the approved expansion of a gathering and compression system triggered the first assessment of a third party agreement under ASC 842. As a result of the assessment during the period, the lease was reclassified from an operating lease to a sales-type lease. Accordingly, the underlying property, plant and equipment of \$745 million and associated deferred revenue of \$277 million were derecognized. The present value of the future lease payments of \$914 million and the unguaranteed residual value of \$63 million were recorded as the net investment in the lease within receivables and other noncurrent assets. This resulted in a gain of approximately \$509 million, which was recorded as a net gain on disposal of assets in the consolidated statements of income. This transaction was a non-cash transaction.

Lease revenues are included in sales and other operating revenues on the consolidated statements of income. Lease revenues were as follows:

<i>(Millions of dollars)</i>	2023	2022	2021
Operating leases:			
Rental income	\$ 243	\$ 327	\$ 376
Sales-type leases:			
Interest income (Sales-type rental revenue-fixed minimum)	114	46	—
Interest income (Revenue from variable lease payments)	22	16	—
Sales-type lease revenue	<u>\$ 136</u>	<u>\$ 62</u>	<u>\$ —</u>

The following is a schedule of minimum future rentals on the non-cancelable operating leases as of December 31, 2023:

<i>(Millions of dollars)</i>	
2024	\$ 117
2025	95
2026	75
2027	53
2028	46
2029 and thereafter	250
Total minimum future rentals	<u>\$ 636</u>

Annual minimum undiscounted lease payment receipts under our sales-type leases were as follows as of December 31, 2023:

<i>(Millions of dollars)</i>	
2024	\$ 175
2025	161
2026	150
2027	141
2028	132
2029 and thereafter	959
Total minimum future rentals	1,718
Less: imputed interest	778
Lease receivables ^(a)	<u>\$ 940</u>
Current lease receivables ^(b)	\$ 102
Long-term lease receivables ^(c)	838
Unguaranteed residual assets	78
Total sales-type lease assets	<u>\$ 1,018</u>

^(a) This amount does not include the unguaranteed residual assets.

^(b) Presented in receivables, net on the consolidated balance sheets.

^(c) Presented in other noncurrent assets on the consolidated balance sheets.

Capital expenditures related to assets subject to sales-type lease arrangements were \$50 million for the year ended December 31, 2023. These amounts are reflected as additions to property, plant and equipment in the consolidated statements of cash flows.

Table of Contents

The following schedule summarizes our investment in assets held under operating lease by major classes as of December 31, 2023 and 2022:

<i>(Millions of dollars)</i>	December 31,	
	2023	2022
Gathering and transportation	\$ 86	\$ 94
Processing and fractionation	1,000	973
Pipelines	12	—
Terminals	129	128
Land, building and other	10	10
Property, plant and equipment	1,237	1,205
Less accumulated depreciation	396	330
Total property, plant and equipment, net	<u>\$ 841</u>	<u>\$ 875</u>

28. Commitments and Contingencies

We are the subject of, or a party to, a number of pending or threatened legal actions, contingencies and commitments involving a variety of matters, including laws and regulations relating to the environment. Some of these matters are discussed below. For matters for which we have not recorded a liability, we are unable to estimate a range of possible loss because the issues involved have not been fully developed through pleadings, discovery or court proceedings. However, the ultimate resolution of some of these contingencies could, individually or in the aggregate, be material.

Environmental Matters

We are subject to federal, state, local and foreign laws and regulations relating to the environment. These laws generally provide for control of pollutants released into the environment and require responsible parties to undertake remediation of hazardous waste disposal sites and certain other locations including presently or formerly owned or operated retail marketing sites. Penalties may be imposed for noncompliance.

At both December 31, 2023 and December 31, 2022, accrued liabilities for remediation totaled \$387 million. It is not presently possible to estimate the ultimate amount of all remediation costs that might be incurred or the penalties, if any, that may be imposed. Receivables for recoverable costs from certain states, under programs to assist companies in clean-up efforts related to underground storage tanks at presently or formerly owned or operated retail marketing sites, were \$5 million at both December 31, 2023 and December 31, 2022.

Governmental and other entities in various states have filed climate-related lawsuits against a number of energy companies, including MPC. Although each suit is separate and unique, the lawsuits generally allege defendants made knowing misrepresentations about knowingly concealing, or failing to warn of the impacts of their petroleum products, which led to increased demand and worsened climate change. Plaintiffs are seeking unspecified damages and abatement under various tort theories, as well as breaches of consumer protection and unfair trade statutes. We are currently subject to such proceedings in federal or state courts in California, Delaware, Maryland, Hawaii, Rhode Island, South Carolina and Oregon. Similar lawsuits may be filed in other jurisdictions. At this early stage, the ultimate outcome of these matters remain uncertain, and neither the likelihood of an unfavorable outcome nor the ultimate liability, if any, can be determined.

We are involved in a number of environmental enforcement matters arising in the ordinary course of business. While the outcome and impact on us cannot be predicted with certainty, management believes the resolution of these environmental matters will not, individually or collectively, have a material adverse effect on our consolidated results of operations, financial position or cash flows.

Asset Retirement Obligations

Our short-term asset retirement obligations were \$24 million and \$27 million at December 31, 2023 and 2022, respectively, and are included in other current liabilities in our consolidated balance sheets. Our long-term asset retirement obligations were \$218 million and \$186 million at December 31, 2023 and 2022, respectively, which are included in deferred credits and other liabilities in our consolidated balance sheets.

Other Legal Proceedings

In July 2020, Tesoro High Plains Pipeline Company, LLC (“THPP”), a subsidiary of MPLX, received a Notification of Trespass Determination from the Bureau of Indian Affairs (“BIA”) relating to a portion of the Tesoro High Plains Pipeline that crosses the Fort Berthold Reservation in North Dakota. The notification demanded the immediate cessation of pipeline operations and assessed trespass damages of approximately \$187 million. After subsequent appeal proceedings and in compliance with a new order issued by the BIA, in December 2020, THPP paid approximately \$4 million in assessed trespass damages and ceased use

of the portion of the pipeline that crosses the property at issue. In March 2021, the BIA issued an order purporting to vacate the BIA's prior orders related to THPP's alleged trespass and direct the Regional Director of the BIA to reconsider the issue of THPP's alleged trespass and issue a new order. In April 2021, THPP filed a lawsuit in the District of North Dakota against the United States of America, the U.S. Department of the Interior and the BIA (collectively, the "U.S. Government Parties") challenging the March 2021 order purporting to vacate all previous orders related to THPP's alleged trespass. On February 8, 2022, the U.S. Government Parties filed their answer and counterclaims to THPP's suit claiming THPP is in continued trespass with respect to the pipeline and seek disgorgement of pipeline profits from June 1, 2013 to present, removal of the pipeline and remediation. On November 8, 2023, the Court granted THPP's motion to sever and stay the U.S. Government Parties' counterclaims. The case will proceed on the merits of THPP's challenge to the March 2021 order purporting to vacate all previous orders related to THPP's alleged trespass.

We are also a party to a number of other lawsuits and other proceedings arising in the ordinary course of business. While the ultimate outcome and impact to us cannot be predicted with certainty, we believe that the resolution of these other lawsuits and proceedings will not, individually or collectively, have a material adverse effect on our consolidated financial position, results of operations or cash flows.

Guarantees

We have provided certain guarantees, direct and indirect, of the indebtedness of other companies. Under the terms of most of these guarantee arrangements, we would be required to perform should the guaranteed party fail to fulfill its obligations under the specified arrangements. In addition to these financial guarantees, we also have various performance guarantees related to specific agreements.

Guarantees related to indebtedness of equity method investees

LOOP and LOCAP

MPC and MPLX hold interests in an offshore oil port, LOOP, and MPLX holds an interest in a crude oil pipeline system, LOCAP. Both LOOP and LOCAP have secured various project financings with throughput and deficiency agreements. Under the agreements, MPC, as a shipper, is required to advance funds if the investees are unable to service their debt. Any such advances are considered prepayments of future transportation charges. The duration of the agreements varies but tend to follow the terms of the underlying debt, which extend through 2040. Our maximum potential undiscounted payments under these agreements for the debt principal totaled \$222 million as of December 31, 2023.

Dakota Access Pipeline

MPLX holds a 9.19 percent indirect interest in Dakota Access, which owns and operates the Bakken Pipeline system. In 2020, the U.S. District Court for the District of Columbia (the "D.D.C.") ordered the U.S. Army Corps of Engineers ("Army Corps"), which granted permits and an easement for the Bakken Pipeline system, to prepare an environmental impact statement ("EIS") relating to an easement under Lake Oahe in North Dakota. The D.D.C. later vacated the easement. The Army Corps issued a draft EIS in September 2023 detailing various options for the easement going forward, including denying the easement, approving the easement with additional measures, rerouting the easement, or approving the easement with no changes. The Army Corps has not selected a preferred alternative, but will make a decision in its final review, after considering input from the public and other agencies. The pipeline remains operational while the Army Corps finalizes its decision which is expected to be issued by the end of 2024.

MPLX has entered into a Contingent Equity Contribution Agreement whereby it, along with the other joint venture owners in the Bakken Pipeline system, has agreed to make equity contributions to the joint venture upon certain events occurring to allow the entities that own and operate the Bakken Pipeline system to satisfy their senior note payment obligations. The senior notes were issued to repay amounts owed by the pipeline companies to fund the cost of construction of the Bakken Pipeline system. If the vacation of the easement results in a temporary shutdown of the pipeline, MPLX would have to contribute its 9.19 percent pro rata share of funds required to pay interest accruing on the notes and any portion of the principal that matures while the pipeline is shutdown. MPLX also expects to contribute its 9.19 percent pro rata share of any costs to remediate any deficiencies to reinstate the easement and/or return the pipeline into operation. If the vacation of the easement results in a permanent shutdown of the pipeline, MPLX would have to contribute its 9.19 percent pro rata share of the cost to redeem the bonds (including the 1 percent redemption premium required pursuant to the indenture governing the notes) and any accrued and unpaid interest. As of December 31, 2023, our maximum potential undiscounted payments under the Contingent Equity Contribution Agreement were approximately \$170 million.

Crowley Blue Water Partners

In connection with our 50 percent indirect interest in Crowley Blue Water Partners, we have agreed to provide a conditional guarantee of up to 50 percent of its outstanding debt balance in the event there is no charter agreement in place with an investment grade customer for the entity's three vessels as well as other financial support in certain circumstances. As of December 31, 2023, our maximum potential undiscounted payments under this arrangement were \$94 million.

Marathon Oil indemnifications

The separation and distribution agreement and other agreements with Marathon Oil to effect our spinoff provide for cross-indemnities between Marathon Oil and us. In general, Marathon Oil is required to indemnify us for any liabilities relating to Marathon Oil's historical oil and gas exploration and production operations, oil sands mining operations and integrated gas operations, and we are required to indemnify Marathon Oil for any liabilities relating to Marathon Oil's historical refining, marketing and transportation operations. The terms of these indemnifications are indefinite and the amounts are not capped.

Other guarantees

We have entered into other guarantees with maximum potential undiscounted payments totaling \$113 million as of December 31, 2023, which primarily consist of a commitment to contribute cash to an equity method investee for certain catastrophic events, in lieu of procuring insurance coverage, a commitment to fund a share of the bonds issued by a government entity for construction of public utilities in the event that other industrial users of the facility default on their utility payments, a commitment to pay a termination fee on a supply agreement if terminated during the initial term, and leases of assets containing general lease indemnities and guaranteed residual values.

General guarantees associated with dispositions

Over the years, we have sold various assets in the normal course of our business. Certain of the related agreements contain performance and general guarantees, including guarantees regarding inaccuracies in representations, warranties, covenants and agreements, and environmental and general indemnifications that require us to perform upon the occurrence of a triggering event or condition. These guarantees and indemnifications are part of the normal course of selling assets. We are typically not able to calculate the maximum potential amount of future payments that could be made under such contractual provisions because of the variability inherent in the guarantees and indemnities. Most often, the nature of the guarantees and indemnities is such that there is no appropriate method for quantifying the exposure because the underlying triggering event has little or no past experience upon which a reasonable prediction of the outcome can be based.

Contractual Commitments and Contingencies

At December 31, 2023, our contractual commitments to acquire property, plant and equipment totaled \$281 million. Our contractual commitments to acquire property, plant and equipment totaled \$289 million at December 31, 2022.

Certain natural gas processing and gathering arrangements require us to construct natural gas processing plants, natural gas gathering pipelines and NGL pipelines and contain certain fees and charges if specified construction milestones are not achieved for reasons other than force majeure. In certain cases, certain producer customers may have the right to cancel the processing arrangements if there are significant delays that are not due to force majeure.

GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

For value received, Marathon Petroleum Corporation, a Delaware corporation (the “Guarantor”), located at 539 South Main Street, Findlay, Ohio 45840, absolutely and unconditionally guarantees to assume the duties and obligations of Marathon Petroleum Company LP, with an address at 539 South Main Street, Findlay, Ohio 45840 (the “Franchisor”), under its Wholesale Marketer Agreement identified in its 2024 Minnesota public offering statement, as it may be amended, and as that Wholesale Marketer Agreement may be entered into with wholesalers and amended, modified or extended from time to time for franchises registered under the Minnesota Franchise Act (the “License Agreements”). This guarantee continues until all such obligations of the Franchisor under the License Agreements are satisfied or until the liability of Franchisor to its wholesalers under the License Agreements has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a wholesaler against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Findlay, Ohio on March 18, 2024.

Guarantor:

MARATHON PETROLEUM CORPORATION

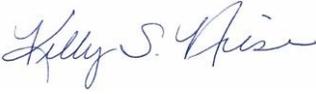
By:  _____
Name: Kelly Niese
Its: Vice President, Treasury and Treasurer

EXHIBIT E
RECEIPTS

**RECEIPT
(OUR COPY)**

This public offering statement summarizes certain provisions of the wholesale marketer agreement and other information in plain language. Read this public offering statement and all agreements carefully.

If Marathon Petroleum Company LP offers to appoint you a wholesaler, it must provide this public offering statement to you 7 days before you sign a binding agreement with, or make a payment to, Marathon Petroleum Company LP in connection with the proposed sale.

The franchisor is Marathon Petroleum Company LP, 539 S. Main Street, Findlay, Ohio 45840. Tel: (419) 422-2121.

Marathon Petroleum Company LP's registered agent authorized to receive service of process in Minnesota is Commissioner of Commerce, Minnesota Department of Commerce, 85 7th Street East, Suite 500, St. Paul, MN 55101.

I have received a public offering statement dated March 28, 2024, effective in Minnesota on _____, 2024, that includes the following Exhibits:

- Exhibit A - Wholesale Marketer Agreement
- Exhibit B - State Addendum and Agreement Rider
- Exhibit C - List of Branded Wholesalers
- Exhibit D - Financial Statements and Guarantee of Performance
- Exhibit E - Receipts

This Receipt may be executed by digital or electronic means through the use of commercially available electronic software and which results in a confirmed signature delivered electronically to Marathon Petroleum Company LP.

_____ Date	_____ Signature	_____ Printed Name
---------------	--------------------	-----------------------

_____ Date	_____ Signature	_____ Printed Name
---------------	--------------------	-----------------------

Please sign this copy of the receipt, print the date on which you received this public offering statement and return it either electronically as indicated above or by mail to Marketing Services, Marathon Petroleum Company LP, 539 S. Main Street, Findlay, Ohio 45840.

**RECEIPT
(YOUR COPY)**

This public offering statement summarizes certain provisions of the wholesale marketer agreement and other information in plain language. Read this public offering statement and all agreements carefully.

If Marathon Petroleum Company LP offers to appoint you a wholesaler, it must provide this public offering statement to you 7 days before you sign a binding agreement with, or make a payment to, Marathon Petroleum Company LP in connection with the proposed sale.

The franchisor is Marathon Petroleum Company LP, 539 S. Main Street, Findlay, Ohio 45840. Tel: (419) 422-2121.

Marathon Petroleum Company LP's registered agent authorized to receive service of process in Minnesota is Commissioner of Commerce, Minnesota Department of Commerce, 85 7th Street East, Suite 500, St. Paul, MN 55101.

I have received a public offering statement dated March 28, 2024, effective in Minnesota on _____, 2024, that includes the following Exhibits:

- Exhibit A - Wholesale Marketer Agreement
- Exhibit B - State Addendum and Agreement Rider
- Exhibit C - List of Branded Wholesalers
- Exhibit D - Financial Statements and Guarantee of Performance
- Exhibit E - Receipts

_____ Date	_____ Signature	_____ Printed Name
---------------	--------------------	-----------------------

_____ Date	_____ Signature	_____ Printed Name
---------------	--------------------	-----------------------

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS PUBLIC OFFERING STATEMENT AND KEEP IT FOR YOUR RECORDS.

MINNESOTA PUBLIC OFFERING STATEMENT

MARATHON PETROLEUM COMPANY LP a Delaware Limited Partnership

539 S. Main Street
Findlay, Ohio 45840
(419) ~~421-2121~~422-2121

As a franchisee, you will purchase motor vehicle fuel for resale or delivery to retail motor fuel facilities under either the trade name Exxon or the trade name Mobil.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISES ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

ISSUANCE DATE: March ~~30~~28, ~~2023~~2024

Effective in Minnesota: ~~April 20~~__, ~~2023~~2024

TABLE OF CONTENTS

<u>ITEM NUMBER</u>	<u>PAGE</u>
1 FRANCHISE AGREEMENT.....	1
2 SUMMARY.....	1
3 OFFERS ON LOCATION.....	2
4 ALTERATIONS OR DEMOLITION OF THE LOCATION.....	2
5 MPC LP’S INTEREST IN REAL PROPERTY.....	2
6 SECURITY DEPOSIT.....	2
7 TRAINING PROGRAM; GOODS AND SERVICES.....	3
8 VOLUME HISTORY.....	3
9 PRIOR BRANDED WHOLESALERS.....	3
10 WHOLESALER INFORMATION.....	4
11 FINANCIAL STATEMENTS.....	4
12 RECEIPTS.....	4

EXHIBITS

- Exhibit A - Wholesale Marketer Agreement
- Exhibit B - State Addendum and Agreement Rider
- Exhibit C - List of Branded Wholesalers
- Exhibit D - Financial Statements and Guarantee of Performance
- Exhibit E - Receipts

Minnesota state law might require additional disclosures related to the information contained in this public offering statement, and might require a rider to the ~~wholesale marketer agreement~~ [Wholesale Marketer Agreement](#). These additional disclosures and riders, if any, appear in Exhibit B.

ITEM 1
FRANCHISE AGREEMENT

See the Wholesale Marketer Agreement attached as Exhibit A.

ITEM 2
SUMMARY

As a franchisee of Marathon Petroleum Company LP (“MPC LP”), you will enter into a wholesale marketer agreement (“Wholesale Marketer Agreement”). Each Wholesale Marketer Agreement contains the legal rights and obligations of you, as franchisee, and of MPC LP, as franchisor, regarding the establishment and operation of a wholesale business through which you will purchase either Exxon or Mobil, whichever is applicable, branded gasoline and diesel fuel from MPC LP and distribute to outlets you own, or resell to retail motor fuel facilities owned by third parties, for resale to the public. The motor vehicle fuel franchise agreement and any addenda to such agreement that will govern your relationship with MPC LP have been attached to this public offering statement. You should review these documents carefully before signing any agreement with MPC LP. All section references in this summary refer to sections of the Wholesale Marketer Agreement – Specific Provisions (“SP”) or General Terms and Conditions (“GT&C”), as indicated.

You will be obligated to purchase from MPC LP the product minimum ~~volume~~quantities as identified in the Wholesale Marketer Agreement (GT&C Section 2.1 and SP Exhibit B). You will also be obligated to provide a continuous supply of products to the outlets identified in the Wholesale Marketer Agreement, and to properly utilize the Exxon or Mobil marks, whichever is applicable, in connection with the operation of any such outlet (GT&C Section 2.2). During the term of the Wholesale Marketer Agreement, you shall use the Exxon or Mobil trademarks and trade dress, whichever is applicable, in accordance with the Wholesale Marketer Agreement; and any operations manuals and standards periodically set by MPC LP (SP Section 9 and GT&C Section 7). You shall also comply with all core values set by ExxonMobil Corporation in connection with the use of the Exxon or Mobil marks (SP Section 6), and, so long as you are using the Exxon or Mobil marks, you shall maintain a high level of customer service and expeditiously respond to customer complaints (SP Section 12). You must at all times: keep complete and accurate records of all products purchased and all products sold, consigned or delivered to outlets; provide information to MPC LP in the form it requests; and permit, and cause outlets to permit, MPC LP to audit the books and records and inspect the facilities (SP Section 15 and GT&C Section 3.4). You shall at all times maintain storage tanks, dispensers and other facilities in compliance with applicable law and specifications MPC LP may periodically issue; further, you shall be responsible for taking all necessary leak and water contamination prevention and detection measures (GT&C Section 4). You must handle all products carefully and take reasonable precautions to avoid commingling or contamination of products (GT&C Section 5.5). So long as MPC LP elects to accept credit ~~and debit~~or other transaction authorization cards, you shall honor and cause all outlets to honor them and shall be responsible for compliance with all payment card industry data security standards (SP Section 11 and GT&C Section 8.1). You must comply with all standards, procedures and specifications required by MPC LP in operating the business and storing, handling, selling and dispensing fuel (SP Sections 8 and 10(B)). In connection with your operation of the wholesale business, you shall also be responsible for: (i) timely payment of all taxes or other governmental assessments levied as a result of your operation of the wholesale business (GT&C Section 10); (ii) maintaining at all times the minimum amount and type of

insurance required by law and providing to MPC

LP certificates of such insurance (SP Section 14 and GT&C Section 12); (iii) complying with any other applicable laws and regulations (SP Sections 8(C), 8(D) and 10(B)), and GT&C Section 11.1); and (iv) indemnifying MPC LP for any claims arising as a result of or incident to your operation of the wholesale business, unless such claim is the result of MPC LP's sole negligence, willful misconduct or breach of the Wholesale Marketer Agreement (GT&C Section 11.3).

During the term of the Wholesale Marketer Agreement, MPC LP shall grant you the right to use the applicable trademarks and trade dress (GT&C Section 7.1) and shall make available to you certain confidential information for use in operation of the business (GT&C Section 7.6). Further, MPC LP shall ensure that the products meet its specification at the time of delivery (GT&C Section 2.4). In the event MPC LP [changes supply terminals or](#) discontinues the sale of any product at a supply terminal, it shall provide at least 15 days prior written notice of such discontinuance to you (GT&C Section 5.1).

ITEM 3

OFFERS ON LOCATION

Not applicable – no real property involved.

ITEM 4

~~ALTERATIONS OR DEMOLITION OF THE LOCATION~~

Not applicable – no real property involved.

ITEM 5

~~MPC LP'S INTEREST IN REAL PROPERTY~~

Not applicable – no real property involved.

ITEM 6

SECURITY DEPOSIT

MPC LP does not require you to pay any security deposits.

ITEM 7

TRAINING PROGRAM; GOODS AND SERVICES

Training Program

MPC LP does not provide training to wholesalers.

Goods and Services

You will purchase Exxon and Mobil branded gasoline and diesel fuel, depending on the branding of the outlet(s), from MPC LP.

MPC LP may, at its election, issue its own or accept specified third party credit cards, debit cards, credit identifications, or other transaction authorization cards (“Transaction Cards”). If MPC LP elects to accept Transaction Cards, it may provide you with the Transaction Card processing equipment, and processing and billing services, for the fees then in effect under the operations manuals. Further, if MPC LP elects to accept Transaction Cards, then you will be obligated to honor them, and cause all outlets to honor them, for all authorized products and services sold at or from outlets. You will account for all such transactions in strict compliance with the terms of the Wholesale Marketer Agreement and any credit card sales procedures and requirements furnished to you included in any operations manuals. MPC LP shall accept from you all authorized invoices or transactions based on Transaction Cards, and, at MPC LP’s option, it shall pay the amount of the invoice or transaction to you by check, credit the amount to your bank account electronically or set off the amount against your account with MPC LP, in each case after deducting any service charge to you by MPC LP in effect under the operations manuals, as then currently revised.

MPC LP also provides a point of sale software maintenance program. Such services are provided by a designated third party but you will be billed by MPC LP.

ITEM 8

VOLUME HISTORY

Not applicable – no location involved.

ITEM 9

PRIOR BRANDED WHOLESALERS

Not applicable – no location involved.

ITEM 10

WHOLESALE INFORMATION

Exhibit C contains a list of Exxon and Mobil branded wholesalers within the State of Minnesota as of December 31, ~~2022~~2023.

ITEM 11

FINANCIAL STATEMENTS

Attached as Exhibit D are the audited financial statements of Marathon Petroleum Corporation (“MPC”), including the consolidated balance sheets as of December 31, ~~2021~~2022 and December 31, ~~2022~~2023, and the related consolidated statements of income, cash flows, and equity and redeemable noncontrolling interest for fiscal years ended December 31, ~~2020~~2021, December 31, ~~2021~~2022, and December 31, ~~2022~~2023. MPC, as MPC LP’s ultimate parent, guarantees MPC LP’s performance of all obligations under each Wholesale Marketer Agreement MPC LP executes (Guarantee of Performance included in Exhibit D).

ITEM 12

RECEIPTS

Exhibit E contains detachable documents acknowledging your receipt of the Public Offering Statement.

EXHIBIT A

WHOLESALE MARKETER AGREEMENT

WHOLESALE MARKETER AGREEMENT
Specific Provisions
(for Exxon or Mobil brand)

THIS WHOLESALE MARKETER AGREEMENT, consists of these Specific Provisions with the exhibits attached and incorporated hereto (“**Specific Provisions**”), and the Wholesale Marketer Agreement – General Terms and Conditions (2022) (the “**General Provisions**”), in its entirety “**Agreement**”, is dated [Select Month] 1, 20 [Select Year] and is between Marathon Petroleum Company LP, a Delaware limited partnership, (“**Seller**”) and [Insert Legal Entity Name], a [Insert State] [Select One] (“**Wholesaler**”).

RECITALS

1. Seller has entered into a brand agreement with ExxonMobil Corporation (Seller’s ExxonMobil Brand Agreement) pursuant to which Seller may use, and grant the use of, ExxonMobil’s Proprietary Marks in connection with the retail identification of the retail motor fuel outlets and allow certain motor fuel supplied by Seller and sold from those outlets to be branded as Exxon or Mobil branded motor fuel.
2. Wholesaler wishes to purchase Exxon or Mobil branded, as indicated below, motor fuel from Seller for retail sale by Wholesaler at Branded Outlets owned by Wholesaler or supplied by Wholesaler.
3. Seller is willing to sell branded motor fuel to Wholesaler and to allow Wholesaler to use the Proprietary Marks of the applicable brand in accordance with the terms of this Agreement in connection with the retail identification of the outlets that are subject to this Agreement and to allow motor fuel sold from or through those outlets to be branded as Exxon or Mobil branded motor fuel, as indicated below.

THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Term.** The Term of this Agreement shall begin on [Select Month] 1, 20[Select Year] (the “**Effective Date**”), and end at midnight on [Select Month] 1, 20[Select Year].
2. **Grant. “Proprietary Marks” or “Marks”** to be used in connection with the retail sale of motor fuel pursuant to this Agreement refer to the Exxon and/or Mobil trademark (as applicable and identified on Exhibit A as the Brand for each Branded Outlet), and which may also be referred to as the “**Brand**”, and shall mean only those trademarks identified on Exhibit C-1 and D-1, as applicable, and related trade dress. With regard to the Proprietary Marks, Seller grants Wholesaler the nonexclusive right to use the Proprietary Marks in connection with the sale of Products only at Branded Outlets operated or supplied by Wholesaler and approved in writing by Seller pursuant to the terms of this agreement, and to grant the nonexclusive use of the Proprietary Marks in connection with the sale of Products to Wholesalers’ franchised and supplied outlets, provided that Seller has not withdrawn its approval or terminated this Agreement.. The grant set forth shall be limited to only the specific corresponding goods and services listed on Exhibits C-1 and D-1 (as to the retail motor fuels Business only), and C-2 and D-2 (as to the Related Businesses only) (the “**Authorized Uses**”). Wholesaler agrees and acknowledges that the Proprietary Marks may be used only during the Term and only at the approved Branded Outlets and that nothing set forth in this Agreement shall be interpreted to grant any rights in or to such Proprietary Marks for any offsite use. In addition, specifically excluded from any Authorized Use is use of any Proprietary Mark on or in connection with any auto repair services or any trucks, cars or other rolling stock of any nature.
3. **Contract Year. “Contract Year”** means the 12 month period beginning on the Effective Date and each subsequent 12 month period during the Term.

4. **Supply Terminals.** The distributing plants (“**Supply Terminals**”) from which deliveries of Products are ordinarily made to and received by Wholesaler under this Agreement, which may be changed from time to time at Seller’s discretion are:

Supply Terminals
[Insert Name and Number]

5. **Product Minimum Quantities.** The “**Product Minimum Quantities**” that Wholesaler is obligated to

--

purchase by quarter and Contract Year is set forth in Exhibit B.

6. **Core Values.** In connection with the use of the Exxon and Mobil brands ExxonMobil has established the following core values (“**Core Values**”) to build and maintain a lasting relationship with its customers, the motoring public:

- (1) To deliver quality products that customers can trust.
- (2) To employ friendly, helpful people.
- (3) To provide speedy, reliable service.
- (4) To provide clean and attractive retail facilities.
- (5) To be a responsible, environmentally-conscious neighbor.

Wholesaler acknowledges that its commitment to operate the Branded Outlets in accordance with the Core Values is a material obligation under this Agreement. Additionally, Wholesaler shall enter into a written agreement with respect to each of its franchised Branded Outlets that require the Operator’s commitment to the Core Values.

7. **Related Businesses.**

(A) Wholesaler may utilize the Proprietary Marks set forth on Exhibit C-1 and D-1 in connection with the types of businesses set forth in Exhibit C-2 and D-2 as Authorized Uses (“**Related Businesses**”), as applicable to the Branded Outlet, and to grant to an Operator the right to use such Proprietary Marks in connection with Related Businesses solely to the extent and in the manner specified by Seller from time to time. For the avoidance of doubt, Seller shall have the right to change, modify, amend, add or remove, in its sole discretion, the Related Businesses permitted pursuant to this Section and the Authorized Use(s) set forth on Exhibit C-2 and D-2.

(B) The motor fuels business, under which Wholesaler distributes the Products for retail sale at the Branded Outlets, the retail sales of motor fuels at the Branded Outlets and the Related Businesses are herein collectively referred to as the “**Businesses.**”

(C) Wholesaler acknowledges, and shall require its Operators to acknowledge, that the operation of a Related Business using any Proprietary Mark impacts customers’ perceptions and acceptance of the Products and Proprietary Marks. Accordingly, Wholesaler may operate, or authorize an Operator to operate, a Related Business utilizing Proprietary Marks at a Wholesaler Branded Outlet only in compliance with requirements as set out from time to time by Seller. If Wholesaler or any Operator fails to comply with Seller’s requirements for such a Related Business at any Wholesaler Branded Outlet, without limiting any other rights or remedies under applicable laws or under this Agreement or any related or supplemental agreement including, when applicable, termination or non-renewal of this Agreement and the Franchise Relationship Seller may withdraw its approval for the use of any such Proprietary Mark for that Wholesaler Branded Outlet or the applicable Related Business.

(D) During the Term, Wholesaler shall operate, and shall cause its Operators to operate, any Related Business utilizing any Proprietary Mark, as approved under this Agreement, in compliance with this Agreement and shall not operate, and shall cause its Operators not to operate, any other businesses or activities utilizing Proprietary Marks at any Wholesaler Branded Outlet unless agreed in writing by the parties hereto. During the Term, and except as

expressly provided in this Agreement, Wholesaler (or any of its Operators) may change, delete or add a Related Business at a Wholesaler Branded Outlet only with the prior written consent of Seller.

8. Brand and Branded Outlet Standards.

(A) In its reasonable discretion, Seller may approve or not approve the branding of any outlet or the use or operation of any Business proposed by Wholesaler or any Operator. Wholesaler shall comply and cause its Operators to comply with any requirements and conditions imposed by Seller in giving its approval.

(B) By written notice to Wholesaler, Seller may withdraw its approval to:

- (i) Brand any Wholesaler Branded Outlet (“debrand”); or
- (ii) Use or operate any Business (including, for the avoidance of doubt, any Related Business) at any outlet if, in Seller’s reasonable judgment:

- (a) That outlet (or any Business there) fails to portray the image and standards Seller expects from its Branded Outlets;
- (b) Wholesaler, or any Operator, is in default of any obligation, condition, representation or warranty under this Agreement or any related or supplemental agreement with respect to that retail outlet (or any Business); or
- (c) Any actions by Wholesaler, any Operator, any Affiliate of Wholesaler or any third party management company in connection with its operations on behalf of Wholesaler, whether in violation of its obligations under this Agreement or otherwise, cause harm to the value or reputation of the Proprietary Marks or to the business or image of Seller or ExxonMobil.

To the extent that Seller determines that any such failure, default or other issue is curable by the Wholesaler or its Operator, Wholesaler shall have the right to attempt to cure such failure, default or other issue within seven (7) business days following Wholesaler’s receipt of written notice thereof from Seller or, if not reasonably curable with such 7-day period, Wholesaler shall initiate the cure thereof within such 7-day period and diligently prosecute such cure to completion, but in any event not to exceed one hundred and twenty (120) days. For the avoidance of doubt, Wholesaler acknowledges that willful misbranding of any Product shall be grounds for debranding a Wholesaler Branded Outlet without any ability to cure and the terms of this Section are subject to and not in limitation of Seller’s rights set forth in paragraph 15 of the General Provisions, notwithstanding any other provision of this Agreement.

(C) Wholesaler shall not permit and shall ensure that its Operator do not permit the following activities or types of business to occur at any Wholesaler Branded Outlet or at any commercial enterprise associated with or adjacent to such Wholesaler Branded Outlet:

- (i) The sale or use of illegal drugs or drug paraphernalia or other illegal substances or activities,
- (ii) The sale of any pornographic material or other material that Seller in its sole judgment determines may be offensive to the general public,
- (iii) Adult businesses (examples include but are not limited to massage parlors, strip clubs, and video stores),
- (iv) Bars or establishments that allow for any consumption of intoxicating beverages or any sales or consumption of intoxicating beverages in violation of applicable federal, state, county or local laws, statutes, ordinances, codes, regulations, rules, orders or permits, or
- (v) The illegal sale of any tobacco products, including without limitation, sales in violation of any federal, state, county or local laws, statutes, ordinances, codes, regulations, rules, orders, or permits relating to youth access to tobacco products. Wholesaler shall promptly advise Seller, and shall ensure that Operators promptly advise Wholesaler, of any citations or notifications of violations received at any Branded Outlet from any regulatory authority resulting from any such tobacco sales and of the resolution of any such citations and notifications.

(D) Wholesaler shall cause all Branded Outlets to meet the following minimum facility/product/service requirements (unless such compliance will result in the Wholesaler or Operator, as the case may be, being in breach of any federal, state, county or local laws, statutes, ordinances, codes, regulations, rules, orders, or permits) or Wholesaler shall lose the right to use or display Proprietary Marks or to grant to its Operators the right to use or display Proprietary Marks at any Branded Outlet(s) failing to meet these requirements:

- (i) Paved driveways with safe and good ingress and egress; and

- (ii) Permanent building which is structurally sound and complies with all fire, building and zoning codes and ordinances; and
- (iii) Clean premises free of debris, trash, and fire hazards; and
- (iv) Modern restrooms for men and women available to the general public; and
- (v) Offer, at the Branded Outlets, all grades of Brand motor gasoline that may be in the Brand product slate, (consisting of three (3) grades of gasoline each for the Brand product slate as of the Effective Date, subject to change from time to time); and
- (vi) Post, at all times, of actual motor fuel prices, in numerals, in price sign systems (approved by Seller in its sole discretion) located on the premises of the Branded Outlet(s).

(E) Nothing in this Agreement may be construed as creating any Franchise or Franchise Relationship between Seller and any person or entity other than Wholesaler, including without limitation, any Operator, employee or contractor of Wholesaler.

(F) This Agreement does not give Wholesaler an exclusive right in any market or geographic area to sell Products or conduct any Related Business.

9. Trademarks

(A) Wholesaler is permitted to display the Proprietary Marks solely to designate the brand of the Products or other approved Businesses being operated at a Wholesaler Branded Outlet (which uses shall be limited to only the specific corresponding Authorized Use(s) as to each Proprietary Mark). If there shall be posted, mounted, or otherwise displayed on or in connection with any Wholesaler Branded Outlet any sign, poster, placard, plate, device or form of advertising matter whether or not received from Seller, consisting in whole or in part of any of the Proprietary Marks, Wholesaler agrees at all times to display the same, or cause the Operators to display the same, properly and not to diminish, dilute, denigrate, or otherwise adversely affect the same. Wholesaler further agrees to take no action that will diminish or dilute the value of any Proprietary Mark.

(B) Immediately upon termination (whether in full or as to any individual outlet) or expiration of this Agreement, or prior thereto upon demand by Seller, Wholesaler shall discontinue all uses of the Proprietary Marks, including the posting, mounting or display of any Proprietary Mark and all uses of Proprietary Marks in connection with business cards, advertisements and letterhead/stationary, and shall cause its Operators to do the same. If Wholesaler or any Operator ceases to do business at any Wholesaler Branded Outlet, Wholesaler shall, and shall cause its Operators to, discontinue the posting, mounting or display of any Proprietary Marks immediately upon ceasing to sell the Products or operate the Business, including, without limitation, in the event that the Wholesaler Branded Outlet in question is debranded by Seller under this Agreement or in any event upon demand by Seller. Wholesaler acknowledges Seller's self-help rights to the fullest extent allowable under applicable law and agrees that Wholesaler shall be solely responsible for all fees, costs and expenses incurred by Seller or its Affiliates in exercising any such rights.

(C) Wholesaler agrees to notify Seller or its designee of any apparent or threatened infringement, dilution or other misuse ("Misuse") of any Proprietary Mark promptly after becoming aware of such Misuse. Wholesaler has no right to take any action, legal or otherwise, against such Misuse, however, Wholesaler agrees to provide Seller or its licensor with any assistance which, in the opinion or judgment of Seller, is necessary to protect the right, title and interest of the owner of the Marks in and to the Proprietary Marks. Wholesaler shall have no right to retain any monetary recovery from any misusing third party by way of judgment, settlement or otherwise. Wholesaler shall have no recourse against Seller, ExxonMobil, or their respective agents, officers, directors, and employees or third parties under their control in the event the owner of the Proprietary Marks chooses not to act against any apparent or threatened Misuse of any of the Proprietary Marks or if any third party challenges the right of Wholesaler to use any of the Proprietary Marks.

(D) Wholesaler shall not, and shall cause its Operators not to, sell non Brand motor fuels under any Proprietary Mark, including without limitation, any Brand identified canopy or at any fueling island where Wholesaler or a Operator is selling Products. As used in this Section, "non-Brand motor fuels" shall not be construed to apply to gasohol or other synthetic motor fuels of similar usability, to the extent provided for in the Gasohol Competition Act of 1980, Pub. L.96-493 or renewable fuels as defined in Section 2807 of the Petroleum Marketing Practices Act; provided however, that Wholesaler and its Operators shall label such product so as to ensure that consumers are not confused that such product is a Brand motor fuel.

(E) In connection with the sale of any non-Brand motor fuels, Wholesaler agrees to protect, and cause its Operator(s) in question to protect, the identity of the Products and the Proprietary Marks by all reasonable methods, which would prevent customer confusion or misinformation. Wholesaler agrees to conform, and cause its Operators to conform, to the de-branding requirements which will be provided to Wholesaler, as the same may be revised from time to time, including but not limited to posting of Seller approved signs which clearly distinguish the Products from non-Exxon or Mobil-branded motor fuels, disclaiming any product liability of ExxonMobil for damage resulting from use of non-Exxon or Mobil-branded motor fuels, and removing or covering any signs which may mislead, confuse, or misinform any customers or reduce their goodwill toward any Proprietary Mark. In addition, Wholesaler agrees to comply, and cause its Operators to comply, with any additional steps beyond the ExxonMobil de-branding requirements set forth in any applicable law, ordinance or regulation regarding the labeling of petroleum products.

(F) In furtherance of its obligations as set forth in this Section, Wholesaler agrees that it will for itself, and as to any of its Operators, require of such Operators that they will, while identifying the source of the Products sold at any Wholesaler Branded Outlet, comply with the provisions of this Section. Such assistance includes, but is not limited to, the authorization to Seller or ExxonMobil to commence legal proceedings in Wholesaler's name, and at Wholesaler's expense, for the purposes of enforcing Wholesaler's obligations in this Section.

(G) For the avoidance of doubt, Wholesaler shall have neither the right to use or display at marinas, nor the right to authorize or permit the use or display at marinas by Operators of, any Proprietary Mark and shall not sell, and shall cause its Operators not to sell, Products at marinas.

(H) To protect the Proprietary Marks from diminution, dilution, or destruction by misuse or failure by those to whom permission to display them has been granted under this Agreement, Wholesaler agrees that upon request by Seller it will provide Seller with a list of the names and addresses of Operators to whom Wholesaler has provided any Proprietary Mark or where any Branded Outlet is displaying such Proprietary Marks.

(I) If Wholesaler, for whatever reason, ceases to display or authorize the display of Proprietary Marks at any Branded Outlet, then Wholesaler will notify Seller in writing within thirty (30) days of that event.

(J) Except as may be expressly permitted by Seller, Wholesaler shall not, and shall cause its Operators not to, use the Proprietary Marks as part of Wholesaler's or any Operator's corporate or other entity name or as part of or in conjunction with any domain name.

(K) Wholesaler shall, and shall cause its Operators to, immediately stop using the Proprietary Marks relating to any Business at any Wholesaler Branded Outlet if:

- (i) this Agreement is terminated or the Term expires and is not renewed or extended; or
- (ii) Seller withdraws its approval to use or operate that Business at that outlet; or
- (iii) Wholesaler or its Operator(s) stops operating that Business at that outlet;

and, in any such event, to follow any de-branding requirements that may then be applicable.

(L) Wholesaler's use of any of the Proprietary Marks in conjunction with any uniforms, business cards or business stationary at all times shall be subject to and in accordance with the terms of this Agreement and all standards set forth by Seller, as such standards may be amended by Seller, in its sole discretion, from time to time. All uniforms used in connection with the Businesses bearing any of the Proprietary Marks shall be purchased solely and exclusively from a Seller approved vendor.

(M) Wholesaler acknowledges that ExxonMobil (or Exxon Mobil Corporation or any of its Affiliates as the case may be) is the exclusive owner of the Proprietary Marks, and no ExxonMobil act, or failure to act, will give Wholesaler or any Operator any ownership interest or right in any of the Proprietary Marks. All goodwill resulting from the use of the Proprietary Marks by Wholesaler or its Operators shall inure to the benefit, and is the property, of ExxonMobil (or its Affiliates as the case may be). At any time or from time to time, any Proprietary Marks used in connection with the Products or any Business may be changed. In case of any notification of change or substitution, Wholesaler shall immediately use, and cause its Operators to immediately use, the Proprietary Marks as changed.

(N) Wholesaler hereby acknowledges that failure on the part of Wholesaler or its Operator(s) to use any Proprietary Mark in accordance with the provisions of this Agreement will cause irreparable injury to Seller and

ExxonMobil and that any court of competent jurisdiction may, at the request of Seller or ExxonMobil, enforce the provisions of this Agreement by the entry of a temporary or permanent injunction against Wholesaler and in favor of Seller or ExxonMobil. Wholesaler agrees not to contest the appropriateness of injunctive relief but may contest whether it has failed to use the Proprietary Marks in accordance with the provisions of this Agreement. Wholesaler will incorporate in its agreements with each Operator the undertakings and obligations provided in this Agreement (including this Section). Wholesaler agrees to promptly notify Seller of any Operator failing to comply with any such undertaking or obligation and agrees to assist Seller or ExxonMobil in its enforcement thereof.

(O) In order to foster the continued public acceptance of the Proprietary Marks and to protect the brand reputation of the Products which are the subject of this Agreement, Wholesaler will use best efforts to promptly inform Seller of any event or condition which could significantly impact the operation of any Branded Outlet or which has resulted in or may result in media exposure related to any Branded Outlet.

10. Products, changes; Quality assurance

(A) Seller shall have the right, at its sole discretion and at any time during the Term, to change, alter, amend or eliminate any of the grades or brands of Products or any Proprietary Marks covered by this Agreement if Seller loses the right to grant the use of the Marks or ExxonMobil changes or eliminates any of the grades or brands of Products or if required by any applicable law, rule, regulation, order or other requirement; provided that the Products covered by this Agreement shall at all times continue to include diesel fuel and at least the same number of grades of gasoline as are typically sold by a majority of the competitive retail outlets in the same market, subject at all times, however, to applicable law, rule, regulation, order or other requirement.

(B) Wholesaler agrees to store, handle, sell and dispense all fuel sold through Branded Outlets in compliance with all the procedures and specifications required by Seller and to procure the compliance of its Operators. Seller reserves the right to revise the procedures and specifications at any time and Wholesaler agrees that it will, upon written notice of such revision, promptly begin compliance with the revised procedures and specifications and will procure compliance of its Operators; provided that in no event shall the Product specifications (other than for Brand proprietary additives or oxygenates) be materially different than the fungible gasoline and diesel specifications of common carrier pipelines in the applicable PADD.

(i) Wholesaler hereby acknowledges and agrees that, notwithstanding anything set forth herein to the contrary, to insure the integrity of the Marks, Seller shall have the authority to review and approve, in its sole discretion, all forms of advertising and sales promotions that will use media vehicles for the promotion and sale of any product, merchandise or services, in each case that (i) uses or incorporates any Proprietary Mark or (ii) relates to any Business operated at a Wholesaler Branded Outlet. Furthermore, for any significant advertising campaign, sponsorship and/or promotion, Wholesaler shall submit in advance to Seller or its designee, for its written approval, all materials prepared by or for Wholesaler.

(ii) If no written approval is received from Seller within ten days, then the request shall be deemed denied. Wholesaler shall expressly require all Operators to (a) agree to such review and control and (b) comply with the notice requirements set forth in this Section. Wholesaler shall be responsible for compliance (both by Wholesaler and by its Operators) with any and all applicable federal, state, county or local advertising laws, statutes, ordinances, codes, regulations, rules, orders, or permits.

(C) Wholesaler shall, and shall encourage its Operators to, offer for sale at all Wholesaler Branded Outlets Mobil 1 lubricant products.

(D) In promoting the Products and developing markets under this Agreement (including in the use of business cards and business stationary), (i) Wholesaler, in its role as branded wholesaler, shall identify itself appropriately as an "Exxon-authorized branded wholesaler" or a "Mobil-authorized branded wholesaler," as the case may be, and only as such and (ii) Wholesaler, in its role as dealer, and each Operators shall identify itself as an "Exxon-authorized dealer" or a "Mobil-authorized dealer," as the case may be, and only as such.

11. Credit Cards

(A) Wholesaler shall participate, and cause each of its Operators to participate, in (i) ExxonMobil's credit card program offerings through ExxonMobil's approved third party provider; (ii) ExxonMobil's proprietary brand

excellence program (e.g., mystery shop, provided that Wholesaler shall not be required to conduct more than 4 mystery shops per year); and (iii) the ExxonMobil Point of Purchase signage program.

All such programs referenced are subject to change or cancellation at any time and, from time to time and, new or existing programs to the required programs may be added if Seller is advised that ExxonMobil is making such changes generally with regard to its business throughout the United States.

(B) Wholesaler agrees to be bound by and comply with all terms and conditions of any card guide or agreement under which ExxonMobil or Third Party Issuer(s) agrees to process and pay for ExxonMobil Cards and other card sales tickets. The terms of such card guide or agreement may be amended and/or supplemented at any time by Seller, ExxonMobil or Third Party Issuer(s) in their sole discretion.

(C) If Wholesaler or a Franchised Dealer accepts credit or debit cards in payment for any sales of any goods or services, then Wholesaler shall comply with and shall require all such Operators to comply with all industry standard card security procedures, specifically including but not limited to (i) the Payment Card Industry Data Security Standards (PCI), (ii) the security standards and requirements imposed on merchants by the VISA Operating Rules, (iii) the security standards and requirements imposed on merchants by the MasterCard Operating Rules, (iv) the security standards and requirements imposed on merchants by American Express Travel Related Services Company, Inc., and its parents, subsidiaries and affiliates, and (v) the security standards and requirements imposed on merchants by DFS Services LLC and its parents, subsidiaries and affiliates. The foregoing duty is in addition to any duties that Wholesaler may have under an applicable card guide or agreement pursuant to subsection (A) above. In addition to all other duties to indemnify, Wholesaler will indemnify, defend, and hold harmless Seller and ExxonMobil from and against all causes of action, costs, expenses, fees, assessments, reimbursements, fines, penalties and/or losses of whatsoever nature and howsoever arising that result directly or indirectly from Wholesaler's failure or alleged failure to comply with the requirements of this subsection.

12. Customer Service and Complaints.

(A) While using any Proprietary Marks, Wholesaler agrees:

- (i) To render appropriate, prompt, efficient, and courteous service at each Branded Outlet to Wholesaler's customers, to respond expeditiously to all complaints of such customers, making fair adjustment when appropriate, and otherwise conduct Wholesaler's business in a fair and ethical manner and maintain the Operated Branded Outlets in a manner which will foster customer acceptance of and desire for the Products sold hereunder; and
- (ii) To provide sufficiently qualified and neatly dressed personnel in Seller approved uniforms (e.g., standard ExxonMobil uniform or Wholesaler proprietary C-Store brand uniform) at all Branded Outlets as appropriate to render first class service to customers; and
- (iii) To keep restrooms clean, orderly, sanitary and adequately furnished with restroom supplies; and
- (iv) To assist in maintaining a high level of customer acceptance of Proprietary Marks by keeping the Branded Outlets' premises open for dispensing of the Products during such hours each day and days a week as are reasonable considering customer convenience, competitive conditions and economic consequences to Wholesaler.

(B) Wholesaler also agrees that, as to any of its Operators, Wholesaler will include in its arrangements with such Operators the undertakings provided in this Section in respect of each Branded Outlet and will undertake the enforcement thereof. Wholesaler further agrees that Seller may revoke the right of Wholesaler to display Proprietary Marks at any Operated Branded Outlet(s), or to permit the display of Proprietary Marks at any Franchised Branded Outlet(s) which, after notice by Seller to Wholesaler to cure, continues to be in violation of this Section or this Agreement.

13. Existing Operator Agreements; New Wholesaler Branded Outlets.

Wholesaler shall enter into a written agreement with each Operator. The agreement must:

- (1) Be consistent with this Agreement; and
- (2) Require the Operator's commitment to the Core Values; and
- (3) Impose on each Operator all of the requirements and obligations as specified in this Agreement, including without limitation, complying with the minimum image requirements, complying with the insurance requirements, and allowing entry to its respective Branded Outlet(s) for the purposes specified in this Agreement.

14. Insurance Requirements.

(A) Wholesaler shall, and shall ensure that its Operators, name ExxonMobil Corporation, at 3225 Gallows Road, Fairfax, Virginia 22037, as an additional insured as well as Marathon Petroleum Company LP in each policy of insurance described in Paragraph 12 of the General Provisions, except Workers Compensation Insurance and Employer's Liability insurance, and that each Certificate of Insurance required pursuant to Paragraph 12.2 of the General Provisions shall provide that such coverage shall not be terminated, cancelled or materially changed without at least thirty (30) days prior written notice to ExxonMobil Corporation as well as Seller.

(B) Each policy of insurance required pursuant to Paragraph 12 of the General provisions shall name ExxonMobil Oil Corporation as additional insured for the entire amount of the applicable policy or policies, including excess coverage policies (except Workers Compensation and Employers Liability), shall include coverage for both contract and negligence liability, shall cover ExxonMobil without conditions, and shall be primary as to all other policies or self-insurance that may provide coverage. Any deductible or self-insured retention relating to such policies shall be paid by Wholesaler or its Operators for the benefit of ExxonMobil. Wholesaler shall pay, and shall cause its Operators to pay, all premiums and assessments charged for the insurance policy or policies when due.

15. Right of Entry.

Wholesaler permits, and shall cause its Operators to permit, Seller and ExxonMobil, its Affiliates and their respective employees, agents, vendors, contractors and representatives (a) to access, analyze and reproduce books, records, correspondence, receipts, and data of Wholesaler or its Operators pertaining to activities undertaken pursuant to this Agreement, and (b) to enter, during normal operating hours, any Wholesaler Branded Outlet(s) and other places where Wholesaler or any of its Operators conduct any Business to enforce ExxonMobil's rights and remedies under this Agreement, including examining (to include video, photographic, digital, audio and other recordings), testing and sampling of all properties, tanks, containers, pumps and delivery truck tanks, and taking other action, for purposes of preserving the integrity of the Proprietary Marks, performing product quality inspections and determining Wholesaler's compliance with this Agreement (including compliance with the terms of Sections 9 and 10). If any samples thus taken are not Products or any document or record shows Wholesaler has failed to comply with its obligations hereunder (or failed to cause any Operator to so comply), Seller may, without limiting Seller's other rights or remedies under applicable laws or under this Agreement or any related or supplemental agreement including, when applicable, termination or non-renewal of this Agreement and the Franchise Relationship, at its sole option, debrand the Wholesaler Branded Outlet(s) in question. Wholesaler shall preserve and shall cause its Operators to preserve all books, records, correspondence, receipts and data pertaining to activities undertaken pursuant to this Agreement for a period of three (3) years. Wholesaler agrees to include necessary provisions in its contracts with Operators that shall assure access by Seller or Exxon Mobil or its representatives to the applicable records of the Operators. Wholesaler's obligation to preserve all applicable books and records, and Seller and ExxonMobil's right to access and reproduce such books and records shall extend for a period of three (3) years after the termination of this Agreement.

Neither Seller nor ExxonMobil shall be liable to Wholesaler or any Operator for any interference with any Business of Wholesaler or its Operators as a result of the entry of either Seller or ExxonMobil on any Wholesaler Branded Outlet(s) and other places where Wholesaler or any of its Operators conduct any Business.

Upon the expiration of the Term or upon termination hereof, Seller and Exxon Mobil shall have the right, at its option, to enter, during normal operating hours, upon any premises at which the Proprietary Marks are displayed (including, without limitation all Wholesaler Branded Outlets), and to remove, paint out, or obliterate any signs, symbols or colors on said premises or on the buildings or equipment thereof which in Seller's or ExxonMobil's opinion would lead a purchaser to believe that the Products are being offered for sale at such premises. Wholesaler shall cause its Operators to grant Seller and ExxonMobil such a right of entry.

16. Construction. These Specific Provisions and the General Provisions shall be construed together to establish a single set of terms and conditions. In the event of a conflict between the Specific Provisions and the General Provisions, these Specific Provisions shall control.

17. **Notices:** Any notice to Seller or Wholesaler under this Agreement shall be delivered to such Party's address set forth below in the manner specified in General Provisions:

If to Seller: Marathon Petroleum Company LP
Attn: Marketing Services Department
19100 Ridgewood Parkway
San Antonio, Texas 78259
Fax: (210) 745-4508

With a copy to: Marathon Petroleum Company LP
Attn: General Counsel
539 South Main Street
Findlay, OH 45840

If to Wholesaler: [Insert Company Name]
Attn: [Insert Name], [Insert Title]
[Insert Address]
[Insert City, State, ZIP]
Fax: ([Insert Prefix]) [Insert Number]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first referenced above.

[INSERT CUSTOMER NAME]

Marathon Petroleum Company LP
By: MPC Investment LLC, its general partner

By: _____ By: _____

Name: [Insert Authorized Signatory]

Name: [Select One]

Title: [Insert Signatory's Title]

Title: [Select One]

Date: _____ Date: _____

Exhibit A
(Branded Outlets and Brand Designation)

1). Branded Outlets and Brand Designation. Unless otherwise agreed to between Wholesaler and Seller, the Branded Outlets referenced in the General Provisions and the Brand authorized for each Branded Outlet, are as follows:

Branded Outlets		
Site #	Address	Brand
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]
[Insert Number]	[Insert Site Address]	[Select One]

The parties agree that Seller may unilaterally update this Exhibit A to document any revisions to the Branded Outlets and brand designation, made in accordance with the terms and conditions set forth in the Agreement.

Exhibit B
(Product Minimum Quantities in Gallons)

Contract Year: 1 Total Product Minimum Quantities

January - March			
April - June			
July - September			
September - October			

Exhibit B

EXHIBIT C-1

MOBIL PROPRIETARY MARKS

Retail Motor Fuels Business

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
Canopy Design	4, 35	77/860266		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles
Canopy Design with MOBIL in color	4, 35	77/860248		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles
Forecourt Design MOBIL in color and Pegasus Design In Circle	4, 35	77/860286		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
Fuel Dispenser Design – MOBIL in color and Pegasus Design In Circle	4, 35	77/824668		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles
MOBIL	4	71/408518	363312	Motor fuels, namely, gasoline and diesel fuels
MOBIL	25	73/436242	1302728	Uniforms
MOBIL	37	73/068179	1046513	Automotive service station services
MOBIL (in color)	25	73/391554	1263693	Uniforms
MOBIL (in color)	37	73/070138	1049824	Automotive service station services
MOBIL (in color)	4	77/862545	3787476	Motor fuels, namely gasoline and diesel fuels
Pegasus Design	4	77/685131	3654749	Motor fuels, namely, gasoline and diesel fuels

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
Pegasus Design	25	73/737516	1530962	Uniforms
Pegasus Design	37	73/646301	1461344	Automotive service station services
Pegasus Design	4	77/685117		Motor fuels, namely, gasoline and diesel fuels
SPEEDPASS	35	76/369844	2884731	Business services, namely facilitation of transaction authorization

EXHIBIT C-2

MOBIL PROPRIETARY MARKS

Related Businesses

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
BENGAL TRADERS GOURMET COFFEE and Design	30, 43	78/366759	2933079	Coffee only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date. Preparation and serving of coffee for consumption on or off the premises only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date.
MOBIL	42	73/000277	1028163	Retail food store services
MOBIL (in color)	37	73/070138	1049824	Car wash services
MOBIL MART	42	73/506253	1338384	Retail food and convenience store services
Pegasus Design	21	75/103564	2078949	Containers, namely, cups and mugs
WASH N' RUN	37	78/103355	2792917	Car wash services
WASH N' RUN (design)	37	77/313540	3453272	Car wash services

EXHIBIT D-1

EXXON PROPRIETARY MARKS

Retail Motor Fuels Business

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
Canopy Design	4, 35	77/859372		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles
Canopy Design with EXXON in color	4, 35	77/859354		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles
ESSO	4	71/181659	176408	Motor fuels, namely diesel fuels.
EXXON	4	72/296761	902044	Motor fuels, namely, gasoline and diesel fuels
EXXON	25	73/124656	1089259	Uniforms
EXXON	37	77/609708	3594892	Automotive service station services
EXXON (stylized)	4	77/748076	3736429	Motor fuels, namely, gasoline and diesel fuels

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
EXXON (stylized)	37	73/391554	1263693	Automotive service station services.
EXXON (stylized) and Design	4	72/407854	968512	Motor fuels, namely gasoline and diesel fuels
EXXON (stylized) and Design	37	77/609704	3594891	Automobile service station services
Forecourt Design EXXON in color and Running Live Tiger Design	4, 35	77/859402		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles
Fuel Dispenser Design – EXXON in color and Running Live Tiger Design	4, 35	77/823527		Motor fuels, namely gasoline and diesel fuels Retail of fuels for vehicles

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
Interlocking X Design	4	75/474257	2305494	Motor fuels, namely, gasoline and diesel fuels
Running Live Tiger Design	4	77/560609	3594835	Motor fuels, namely, gasoline and diesel fuels
Running Live Tiger Design	37	77/560522	3594833	Automotive service station services
Running Live Tiger Design with Striped Background	4	77/585076	3594868	Motor fuels, namely, gasoline and diesel fuels
SPEEDPASS	35	76/369844	2884731	Business services, namely facilitation of transaction authorization

EXHIBIT D-2

EXXON PROPRIETARY MARKS

Related Businesses

Mark	Classes	Appl. Number	Reg. Number	Authorized Use
BENGAL TRADERS GOURMET COFFEE and Design	30, 43	78/366759	2933079	Coffee only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date. Preparation and serving of coffee for consumption on or off the premises only at locations identified on Exhibit A that offer BENGAL TRADERS coffee on the Effective Date.
EXXON	37	77/609708	3594892	Car wash services
EXXON	42	73/659159	1471065	Retail food and convenience store services
EXXON SHOP	42	73/659160	1470218	Retail food and convenience store services
TIGER MART & Whimsical Tiger Design	35			Retail food and convenience store services
TIGER MART & Whimsical Tiger Design	35			Retail food and convenience store services
TIGER WASH	37	78/408223	3003997	Car wash services

Mark	Class	Appl. Number	Reg. Number	Authorized Use
TIGER WASH and Design	37	78/188466	2893891	Car wash services
WASH N' RUN	37	78/103355	2792917	Car wash services
WASH N' RUN (design)	37	77/313540	3453272	Car wash services

Wholesale Marketer Agreement - General Terms and Conditions (2022)
(For Exxon or Mobil Brand)

These Wholesale Marketer Agreement - General Terms and Conditions (2022) (“**General Provisions**”) are incorporated into the Wholesale Marketer Agreement to which these General Provisions are attached (the “**Specific Provisions**”) between Marathon Petroleum Company LP, a Delaware limited partnership (“**Seller**”), and Wholesaler, as that party is identified in the Specific Provisions. The Specific Provisions and these General Provisions are together referred to as the “**Agreement**.” In the event of a conflict between these General Provisions and the Specific Provisions, the Specific Provisions shall control.

1. **DEFINITIONS**

The following definitions, whether in the singular or plural, shall apply to this Agreement, in addition to the definitions contained elsewhere in this Agreement:

- (A) “**Manual**” means one or more manuals, brochures, or memoranda that Seller loans to Wholesaler that contain information and requirements pertaining to marketing programs, credit card, gift card, or other transaction card usage and processing, trademark usage and facility image standards, Seller’s information reporting requirements, forms, and Seller’s current procedures. The Manual may be provided to Wholesaler in hardcopy, or it may be accessible only through a password protected internet site, such as Seller’s current “TSolutions” website. Seller may unilaterally amend the Manual from time-to-time in Seller’s sole discretion.
- (B) “**Marks**” means those specific trademarks, trade names, trade dress, advertising, signs, devices, symbols, slogans, designs and other trade indicia adopted, used, or authorized for use by Seller, or its successor or assignee, in connection with the sale of Products sold under the specific brand that Wholesaler is authorized to use at Branded Outlets as specified in Paragraph 2 of the Specific Provisions and Exhibit A.
- (C) “**Operator**” means a dealer or reseller customer of Wholesaler which operates a Branded Outlet.
- (D) “**Branded Outlet**” means a retail motor fuel facility from which the Products are resold to consumers and at which Seller has provided written authorization to use of the Marks. Exhibit A may be amended by Seller from time-to-time to reflect the approval of additional retail motor fuel facilities as Branded Outlets and the removal of any Branded Outlet in accordance with the terms and conditions set forth in the Agreement.
- (E) “**PMPA**” means the Petroleum Marketing Practices Act (15 U.S.C. § 2801 et seq.).
- (F) “**Products**” means only those branded motor gasoline and diesel fuel which are purchased by Wholesaler from Seller for resale or delivery to the Branded Outlets.
- (G) “**Wholesaler’s Marketing Premises**” means Wholesaler’s premises, including Wholesaler’s office, storage and distribution facilities, which are employed by Wholesaler in connection with the sale, consignment or distribution of the Products.

2. **VOLUME - QUALITY.**

2.1. **Product Minimum Quantities.**

- (A) Wholesaler shall purchase the Product Minimum Quantities from Seller and Seller shall sell the Product Minimum Quantities to Wholesaler. Wholesaler’s purchase of Products in excess of the Product Minimum Quantities during any quarter or Contract Year cannot be applied to offset Wholesaler’s failure to purchase the Product Minimum Quantities during any other quarter or Contract Year and the obligation to purchase the Product Minimum Quantities from Seller shall not be affected by Wholesaler’s loss or termination of any Branded Outlet, by the establishment or existence of an outlet or facility selling Products established or operated by Seller or by another Seller wholesaler or distributor.
- (B) Notwithstanding the foregoing, in the event circumstances beyond the reasonable control of Seller, including but not limited to natural disasters, war, labor unrest, supply or transport disruption or unavailability (“**Supply Event**”), make it commercially unreasonable or impracticable for Seller to sell or supply Products to Wholesaler, Seller may restrict or allocate the Wholesaler’s purchases of Products and the sale to Seller’s other customers in such manner as Seller alone deems fair and reasonable and Seller shall not be liable to Wholesaler for any failure to sell the Product Minimum Quantities. Seller shall notify Wholesaler of any Supply Event, the time such Supply Event is reasonably expected to extend, and the method of allocation or restriction in place.

(C) If Wholesaler fails to purchase the Product Minimum Quantities in any quarter during any Contract Year, then, any payments due Wholesaler relating to Product purchased from Seller during that quarter under this or any other agreement between the parties will be forfeited; provided that, in lieu of said forfeiture, Seller may, in its sole discretion, advance payments on the condition that Wholesaler fulfills its obligation to purchase the Product Minimum Quantities in the aggregate for that same Contract Year (“**Conditional Payment**”) If Wholesaler fails to purchase the Product Minimum Quantities in the aggregate during that same Contract Year, Seller may withhold, under this or any other agreement between the parties, an amount equal to any Conditional Payment previously advanced to Wholesaler, until such time as any Conditional Payment has been repaid to Seller in full. Notwithstanding anything to the contrary in this Article, Seller may, at any time, demand payment from Wholesaler of any Conditional Payment or any other amounts due under this or any other agreement between the parties, and Wholesaler shall promptly pay said amount within ten (10) days of written demand.

2.2. Failure to Supply or Maintain

If (a) Wholesaler fails to supply for any period of seven (7) consecutive days any of Branded Outlets not operated by Wholesaler each of the available grades of Products for resale to the public from dispensers bearing the Marks; or (b) Wholesaler fails to maintain and continuously offer for sale at any of Branded Outlets operated by Wholesaler a representative amount of each of the available grades of Products for resale to the public from dispensers bearing the Marks for any period of seven (7) consecutive days or such lesser period which under the facts and circumstances constitutes an unreasonable period of time; or (c) a Branded Outlet fails to properly utilize the Marks or engages in any activity likely to cause injury to the goodwill associated with the Marks, Seller shall have the right, in addition to any other rights or remedies it may have hereunder or by law, to terminate Wholesaler’s right to use or to grant such right of use of the Marks in connection with the operation of any of such Branded Outlet where the failure occurred. In such event, Wholesaler shall immediately remove the Marks and promptly de-identify the Branded Outlet, and remove any equipment or property belonging to Seller.

2.3. Excess Volume

From time to time, Seller may sell and Wholesaler may purchase Products in excess of the Product Minimum Quantities. Seller’s sale of Products during any period in excess of the Product Minimum Quantities shall not increase the Product Minimum Quantities as to any future period. Wholesaler has no right to purchase Products in excess of the Product Minimum Quantities irrespective of whether Seller has previously allowed Wholesaler or other wholesalers or distributors to purchase Products in excess of the Product Minimum Quantities.

2.4. Quality - WARRANTY DISCLAIMER

Each Product shall meet Seller’s specifications in effect at the time of delivery, and Seller warrants the title to all Products sold hereunder, but SELLER OTHERWISE MAKES NO WARRANTIES OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE AS TO ANY PRODUCT SOLD HEREUNDER, AND NONE SHALL BE IMPLIED.

2.5. Change

Seller may at any time change the grade, specification, characteristics, delivery package, brand name, or other distinctive designation of any Product, and any Product as so changed shall remain fully subject to this Agreement.

2.6. Compliance with Other Agreements

Wholesaler’s breach of any other contract between the parties shall be deemed to constitute a default or breach under this Agreement.

3. PRICES.

3.1. General

The purchase price to be paid by Wholesaler for each Product sold by Seller to Wholesaler shall be Seller's branded wholesaler price, FOB the Supply Terminal or other Seller designated place of delivery, in effect at the time and place of delivery for Wholesaler's class of trade and applicable to the grade, brand, container (if any) and quantity delivered. The prices may be communicated through any reasonable method, including a password protected internet site, as Seller may from time-to-time designate. Seller reserves the right in its sole discretion to change prices at any time and without notice to Wholesaler. Seller makes no promises or representations that the price it charges for Products shall be equal to or lower than any existing or potential competitor's prices, or that Wholesaler (or any Branded Outlet) shall or should achieve any particular level or amount of profit on the resale of Products. Seller may, from time to time, recommend to Wholesaler resale prices or pricing strategies for Products resold by Wholesaler. Wholesaler is not obligated to follow these price recommendations and is solely responsible for establishing its own prices, except that Seller may from time-to-time set maximum resale prices to the extent permitted by law.

3.2. Method of Payment

Unless Seller extends credit to Wholesaler as provided below, Wholesaler shall pay for Products in U.S. dollars prior to taking possession of Products. Payment shall be made by electronic funds transfer ("EFT") initiated by Seller, or by such other method as Seller may require. Wholesaler shall establish an account with a financial institution, on terms acceptable to Seller, that provides EFT services and shall authorize Seller to initiate transfers of funds between Wholesaler's account and Seller's accounts for payment of all amounts due under this or any other agreements between Wholesaler and Seller. Wholesaler shall provide Seller with all information and authorizations necessary to debit and credit Wholesaler's account via EFT. All payments must be made in strict compliance with procedures which Seller may implement or change from time to time in its sole discretion. Payment shall be deemed made when, and only when, its receipt has been verified by Seller. Seller may assess a reasonable charge upon Wholesaler for any payment of items, which cannot be completed by EFT or are returned or rejected for lack of sufficient funds or any other reason within Wholesaler's control. Seller's receipt of payment due hereunder after the issuance of any notice of termination is not a waiver of Seller's termination rights.

3.3. Credit

Seller may in its sole discretion from time to time extend credit to Wholesaler in whatever amounts and on whatever terms Seller alone selects. If Seller extends Wholesaler credit, Seller may withdraw it at any time without notice and for any reason. If Seller extends credit to Wholesaler and Wholesaler fails to comply with any of the credit terms or, if in Seller's sole judgment, Wholesaler is or becomes financially unsound, Seller may do any or all of the following: (i) require that Wholesaler pay for Products by cashier's check, money order, EFT or bank wire transfer prior to delivery, (ii) require that Wholesaler post an irrevocable letter of credit issued by a bank satisfactory to Seller, (iii) require Wholesaler present evidence of financial solvency, and (iv) declare Wholesaler in default of this Agreement if Wholesaler fails to pay any indebtedness when due, provide evidence of financial solvency upon request, or comply with any other term of this Agreement. Wholesaler agrees that regardless of whether and for how long Seller has extended it credit, Seller may cease extending credit at any time and instead require that payment be made in the manner set forth in Paragraph 3.2.

3.4. Record Keeping

Wholesaler shall at all times keep and maintain complete and accurate records of all Products purchased and all Products sold, consigned, or delivered to Branded Outlets. Seller may require Wholesaler to report information regarding the Wholesaler's purchase or sale of Products in a specified format and may further require Wholesaler to provide information, in a form acceptable to Seller, regarding sales of Products from the Branded Outlets. Wholesaler shall further (a) sell all Products through metered dispensers which shall indicate the grade and amount of Products sold, (b) allow Seller to inspect Wholesaler's Products dispensers, recorders and meters, and to inspect and audit Wholesaler's books and records relating to the purchase, sale, consignment, delivery, and transportation of Products, (c) allow Seller to ascertain the volume of Products in any of Wholesaler's storage tanks and facilities, (d) require each Branded Outlet to keep and maintain complete records of all Products purchased and delivered and all Products sold or dispensed by the Branded Outlet, (e) secure from each Branded Outlet permission or the right by Wholesaler or Seller to inspect or audit the records of the Branded Outlet; and (f) periodically inspect, sample, and test (and maintain

proper and complete records regarding such inspections, sampling, and testing) to verify that any Product sold to any of Branded Outlet has not been (or is not) contaminated, or commingled with any other Product or motor fuels, and that each Product sold to and sold by each of Branded Outlets is properly labeled, has not been commingled, is being properly stored, and otherwise complies with all requirements established by the Environmental Protection Agency, or other applicable authority.

4. **FACILITIES.**

4.1. Storage and Dispensers

Wholesaler shall maintain on Wholesaler's Marketing Premises storage tanks or other appropriate facilities adequate for it to meet its obligations under this Agreement. Wholesaler shall ensure that Wholesaler's storage facilities, as well as all storage facilities maintained by the Operators, are compatible with Seller's Product formulations. Further, Wholesaler shall ensure that all dispensing devices and storage facilities maintained on Wholesaler's Marketing Premises or maintained by its Branded Outlets, are at all times properly permitted and completely comply with all applicable governmental requirements, and any specifications which Seller may issue from time to time. Without restricting any right or remedy of Seller, or imposing any duty or liability upon Seller, upon Seller's request, Wholesaler shall promptly furnish Seller with written evidence that Wholesaler's, and each Branded Outlet's, dispensing devices and storage facilities comply with all governmental requirements and provide copies of underground storage tank permits and specifications, and allow Seller representatives to inspect the dispensing devices and storage facilities to confirm such compliance.

4.2. Leak Prevention and Detection

Wholesaler is solely responsible for any Product storage facilities maintained at the Branded Outlets or at Wholesaler's Marketing Premises, including, without limitation, underground storage tanks and related equipment. Wholesaler and the Operators are solely responsible for taking, and shall take the following leak and water contamination prevention and detection measures:

(A) Monitoring

Wholesaler shall perform, or cause the Operators to perform, any and all monitoring procedures required by applicable laws, regulations or governmental authorities at Wholesaler's Marketing Premises and at the Branded Outlets.

(B) Secondary Containment

Wholesaler shall perform, or cause the Operators to perform, any and all construction or retrofitting necessary to satisfy or comply with the secondary containment standards for underground storage tanks required by applicable laws, regulations or governmental authorities.

(C) Notification

Wholesaler shall immediately investigate in accordance with regulatory leak detection requirements and report to all appropriate governmental authorities (i) any detectable loss or suspected loss of Products that exceeds regulatory variation limits of any Product, (ii) the activation or alarm of any leak detector or other continuous monitoring system, (iii) the discovery of any broken weights and measures seals or other seals in any Product dispenser, (iv) the discovery of any visible leak in any Product dispenser, Product piping or submerged pumps, (v) any change in the condition of the land or surface adjacent to fill boxes or dispensers, (vi) water in excess of one inch (1") in any storage container, or (vii) any spills or overfills that are not immediately and properly contained and cleaned up. If a leak is confirmed all Product must be removed from any affected storage tank immediately, and the tank secured.

4.3. Knowledge of Risks

Wholesaler acknowledges that it has been fully informed concerning the nature and existence of risks posed by transporting, storing, using, handling and being exposed to the Products. Wholesaler shall inform the Operators and Wholesaler's employees, agents, contractors and customers of such risks. Wholesaler shall display, publish and distribute any safety warnings or disclosures as may be requested or required by Seller or any governmental authority from time to time, and Wholesaler shall ensure that the Operators and Wholesaler's employees, contractors, and carriers use safe and proper methods of handling the Products.

5. **DELIVERIES.**

5.1. **Places**

Each Product shall be delivered to Wholesaler only at the Supply Terminals. However, Seller may at any time change the place of delivery of any Product by giving Wholesaler at least fifteen (15) days prior written notice. Such notice shall specify the new place of delivery and Seller's then-current price for each affected Product, FOB the new place of delivery. If the Supply Terminal at which the sale of the Product was discontinued was the only Supply Terminal for such Product and Seller does not designate a different Supply Terminal for that Product, then both Seller and Wholesaler shall be relieved of any further obligation hereunder with respect to that Product.

5.2. **Exchange Terminals.**

(A) Petroleum products may be made available to Seller at exchange terminals pursuant to a product exchange agreement between Seller and a third party. Each such exchange agreement is terminable at any time by either party thereto without cause upon short notice. If any such exchange agreement is terminated, Seller may terminate or cancel its obligations hereunder to deliver Products to Wholesaler at the affected exchange terminal delivery point by giving Wholesaler ninety (90) days prior written notice of such termination or, if it would not be reasonable for Seller to give ninety (90) days prior written notice, at Seller's election upon giving Wholesaler prior notice of such lesser period as is reasonable in the circumstances.

(B) If any such exchange agreement is terminated for any reason and Seller is able to make alternative arrangements on terms and conditions satisfactory to Seller in its sole discretion, for the supply of Products to Wholesaler at a new or substitute delivery point, Seller's obligations hereunder shall be subject to all of the terms and conditions of such new or substitute exchange agreement or other supply agreement. If only limited quantities of petroleum products are available to Seller at such new or substitute delivery point under such alternative supply arrangements, Seller may allocate deliveries of available Products on any basis, which in Seller's sole judgment is fair and reasonable.

(C) If Seller can no longer deliver Products to Wholesaler at an exchange terminal, and Seller is unable to make alternative arrangements to supply Products to Wholesaler on terms and conditions satisfactory to Seller, the parties acknowledge that such event shall render Seller's performance under this Agreement impracticable or impossible and that Seller shall thereafter be excused from any further obligation to sell or supply Products to Wholesaler at such exchange terminal.

(D) Wholesaler shall comply with all applicable rules and regulations of any exchange terminal in effect at the time of delivery, including but not limited to any requirement that Wholesaler provide specified insurance coverage.

5.3. **Deliveries**

All deliveries shall be made to Wholesaler's owned truck or trailer or designated contract carrier. Seller shall not be obligated to deliver any Products outside of the usual business hours of the Supply Terminal or in any quantity less than the maximum full load permitted by applicable law or applicable Seller standard or procedure for the type of delivery equipment utilized. All delivery and transportation equipment shall comply with applicable laws and tariffs and with such procedures or standards as Seller may adopt from time to time. Wholesaler and Wholesaler's designated contract carrier must agree to comply with all rules or procedures established by the Supply Terminal. Wholesaler and Wholesaler's designated contract carrier shall exercise the highest degree of care to avoid any spillage of Products or any injury or harm to any third person or to property.

5.4. **Title**

Title to any Products delivered shall pass to Wholesaler at the outlet flange of the truck loading rack hose at the applicable Supply Terminal. Any Product that may be redelivered to a Supply Terminal as a result of the operation of Wholesaler's vapor recovery equipment or system shall become the property of Seller without any accounting therefore by Seller to Wholesaler.

5.5. Product Handling/Ultra Low Sulfur Diesel

Wholesaler shall take all reasonable precautions to ensure that Wholesaler, any carrier hired by Wholesaler, and the Operators do not commingle any Product with any other motor fuel, or otherwise contaminate any Product with any additives that have not been approved by Seller. With respect to any ultra low sulfur diesel sold under this Agreement, Wholesaler shall take care to ensure that such Product is not commingled or contaminated in any truck, pipeline, railcar, tank or vessel with any other diesel or other Product, and Wholesaler shall take steps to ensure that the Product is not handled in any fashion such as to cause the sulfur concentration of the Product to exceed any governmental requirements. Wholesaler shall be solely responsible for ensuring that all carriers, transporters and storage facilities loading and handling the Products after the delivery to Wholesaler take adequate measures to prevent any contamination of any Product being sold hereunder. Seller shall have no liability to Wholesaler, or to any Operator, carrier, agent, affiliate, contractor, or any consumer, for any claims, damages, losses, injury or harm of any kind should the loading, handling, storage, or transportation of any ultra low sulfur diesel by Wholesaler or its carriers, agents, affiliates, contractors or customers cause or result in any Product's sulfur concentration to exceed the EPA's, or other governmental authority's, requirements, and Wholesaler hereby waives and releases all such claims, damages, losses, injury or harm.

6. **NONEXCLUSIVE DISTRIBUTOR.**

6.1. Nonexclusive Distributor.

Seller hereby appoints Wholesaler as its nonexclusive distributor of the Products specified in this Agreement, with the responsibility to serve and develop trade and to diligently promote the sale of the Products.

6.2. Nonexclusive Use of Marks

Wholesaler's right to sell any Product and Wholesaler's right under this Agreement to use or further license the use of the Marks is not exclusive. Seller specifically reserves, without limitation, the unqualified right to engage and to engage others in the sale and distribution of the Products and to directly compete with Wholesaler and Branded Outlets and to establish, either directly or through wholesalers or distributors, gasoline outlets and facilities using the Marks or otherwise.

6.3. Branded Outlets

Wholesaler agrees that it shall sell Products only to the Branded Outlets.

7. **TRADEMARKS AND OTHER INTELLECTUAL PROPERTY.**

7.1. Grant of Right to Use Trademark.

(A) During the Term, Wholesaler shall display the Marks in the manner specified by Seller. All trademark rights resulting from such display or usage shall inure to Seller's benefit. Seller reserves the right to withdraw or modify any of the Marks or their manner of display without prior notice to Wholesaler. Upon receiving notice of any withdrawal or modification of the Marks, Wholesaler shall fully implement any modification or termination within the time specified in the notice. If Wholesaler fails to comply fully with any notice of withdrawal or modification, in addition to any other remedies available to Seller for breach of this Agreement, Seller may demand that Wholesaler immediately remove all Marks from Wholesaler's Marketing Premises, or any Branded Outlet.

(B) Wholesaler's license to use the Marks and to license the use of the Marks to any Branded Outlet is limited to the following:

- (a) Wholesaler is authorized to use the Marks at Wholesaler's Marketing Premises and in connection with Wholesaler's sale of Products;
- (b) Wholesaler is authorized to license the use of the Marks at the Branded Outlets; provided, that the Operator has agreed in writing to fully comply with all trademark and trade dress requirements which Seller may specify, and Wholesaler has entered into a written contract with the Operator and the contract contains a provision substantially similar to the provision set forth in part
- (c) of this Paragraph below.

(c) Wholesaler may license the use of the Marks to additional motor fuel facilities with Seller's prior written consent, which may be withheld by Seller in its sole discretion. Upon Seller's written consent, Wholesaler shall provide Seller with a copy of the executed contract between Wholesaler and the Operator of that facility at which time such motor fuel facility shall be a Branded Outlet and deemed added to Exhibit A. The written contracts governing the relationship between the Wholesaler and the Operator must provide that the Operator's contract is subject to the terms and conditions of this Agreement. All contracts between Wholesaler and any Operator must include a provision, set out separately and conspicuously from all other contract provisions, substantially identical to the following:

[Operator] acknowledges that this Agreement is exclusively between [Wholesaler] and [Operator], that Marathon Petroleum Company LP, a Delaware limited partnership or any of its affiliates ("Seller"), is not a party to this Agreement, and that Seller shall have no obligations to [Operator] under this Agreement. [Operator] further acknowledges and represents that that this Agreement has not been entered into based on any promises, representations, or statements by Seller, or any of its representatives, and further understands that any statement or promise that may have been made (or that may be made in the future) by any Seller representative, or on Seller's behalf, shall not be binding against Seller and shall have no legal effect unless contained in a written document signed by an authorized representative of Seller. [Operator] hereby waives and forever discharges any claim it may have against Seller based on any fact or event occurring before the execution of this Agreement. Further, [Operator] hereby grants to Seller the right to enter onto its premises and to allow Seller the right, but not the obligation, to inspect the Branded Outlet and to sample and test all motor fuels sold by [the Branded Outlet] to determine whether [the Branded Outlet] is in compliance with the standards provided by Seller, or whether any motor fuel sold by [the Branded Outlet] is properly labeled, has not been commingled, is being properly stored, or complies with all requirements established by any governmental agency.

7.2. Compliance with Trademark Requirements

Wholesaler shall at all times fully comply, and Wholesaler shall cause the Operators to comply, with all trademark and trade dress requirements set forth in the Manual, or otherwise provided or made available to Wholesaler by Seller. During the Term, Seller may from time to time change such trademark and trade dress requirements. Wholesaler hereby agrees that Seller may and acknowledges that in all likelihood Seller shall change such requirements from time to time. Wholesaler shall ensure that all Branded Outlets conform their trade dress to all such changed requirements within ninety (90) days after Wholesaler has received written notice from Seller of any change. Wholesaler agrees to diligently monitor and enforce Seller's trademark and trade dress requirements at all Branded Outlets.

7.3. Restrictions

Wholesaler shall not, and shall cause the Operators not to, adulterate, mislabel, misbrand or contaminate any Product; add any ingredients to any Product without Seller's prior written consent; use any Mark except in connection with genuine Products; claim any right, title or interest in or to the Marks; directly or indirectly deny or assail or assist others in denying or assailing Seller's ownership or license to use the Marks; register, adopt as its own property, or use or assist others in registering, adopting, or using any trademarks, trade names, advertising, signs, devices, symbols, slogans, designs, or other trade indicia confusingly similar to the Marks; or commit other trademark violations or acts that could disparage or dilute the Marks or adversely affect the value of the Marks or their goodwill and rights. All trademark rights resulting from display or usage shall inure to the benefit of Seller or Seller's licensor.

7.4. Termination of Right of Use of Marks – Branded Outlets

If Wholesaler or any Operator shall violate any provision or condition of this Agreement with respect to the operation of any Branded Outlet, Seller shall have the right, in addition to any other rights or remedies it may have hereunder or by law, to terminate Wholesaler's right to use or to license the use of the Marks to such Branded Outlet. Wholesaler acknowledges that all of Wholesaler's rights to use the Marks are derived from and through this Agreement, and that neither Wholesaler nor any Operator shall have any right to use or display any of the Marks following the termination of this Agreement. Upon termination of this Agreement, or upon the termination of Wholesaler's agreement with an Operator, Wholesaler shall immediately cause the removal or obliteration of the Marks at the Branded Outlet and cause such Branded Outlet to cease operation as a Branded Outlet, and if Wholesaler fails to do so, Seller may do so at Wholesaler's expense.

7.5. Equipment and other personal or intellectual property

In its sole discretion, Seller may loan or lease to Wholesaler various items of equipment or personal property (for example, signs, sign poles, or credit card processing equipment) or it may license or authorize the use of computer software or other proprietary systems or intellectual property. Wholesaler hereby agrees that any such equipment, personal property, software, or other intellectual property, which Seller provides to Wholesaler or authorizes Wholesaler to use hereunder shall remain the property of Seller regardless of whether it is affixed to any premises. Wholesaler shall ensure that no such equipment, personal property, software, or other intellectual property is removed from Wholesaler's Marketing Premises or from any Branded Outlet without Seller's prior written consent. Wholesaler shall bear the cost of maintaining, repairing and replacing any equipment or personal property loaned or leased to Wholesaler by Seller. All loaned or leased equipment or personal property, as well as any software, or other intellectual property, heretofore or hereafter provided by Seller to Wholesaler shall be returned in good condition by Wholesaler to Seller immediately upon Seller's demand.

7.6. Use of Confidential Information

Seller shall make available to Wholesaler certain Confidential Information. Wholesaler shall not use the Confidential Information for any purpose other than the performance of Wholesaler's obligations under this Agreement. Wholesaler agrees that it shall return all Confidential Information to Seller after termination of this Agreement, and agrees further that during the Term, Wholesaler shall not disclose or provide any Confidential Information to third Parties, and shall take precautions to guard against the inappropriate disclosure of Confidential Information to third parties by Wholesaler's officers, directors, employees, agents, and representatives. For purposes of this Agreement, the term "**Confidential Information**" shall include all software provided or made available to Wholesaler by Seller, any information or materials designated by Seller as Confidential Information when provided or disclosed to Wholesaler, all information about or describing the contents, qualities, or characteristics of Seller's Products or Seller's pricing to Wholesaler for the Products, and all information contained in the Manual or other materials describing Seller's marketing programs, including, but not limited to Seller's credit card processing procedures, operational elements and forms, Seller's fleet card marketing information, operational elements and forms, Seller's loyalty program materials and operational manuals, and its mystery shop program elements and scores.

8. CREDIT CARDS.

8.1. Credit and Debit Card Acceptance

If and so long as Seller elects to issue its own or accept specified third party credit cards, debit cards, credit identifications, or other transaction authorization cards ("**Transaction Cards**") in the State in which Branded Outlets are located, Wholesaler shall honor, and shall cause the Operators to honor, all such Transaction Cards for all authorized products and services sold at or from Branded Outlets, and account for all such transactions, in strict compliance with the terms and conditions appearing thereon and with the provisions of this Agreement and any credit card sales procedures and requirements furnished to Wholesaler included in the then current Manual provided to Wholesaler for use of Wholesaler and the Operators. Seller shall accept from Wholesaler all authorized invoices or transactions based on Transaction Cards, and, at Seller's option, shall pay the amount of the invoice or transaction to Wholesaler by check, credit the amount to Wholesaler's bank account by EFT or set off the amount against Wholesaler's account with Seller, in each case after deducting any service charge to Wholesaler by Seller in effect under the then current Manual. For each invoice or transaction or portion thereof which is not authorized, which is for any reason disputed by the customer, or which is otherwise subject to chargeback under the Manual, Seller may either charge the invoice or amount to Wholesaler's account with Seller or require Wholesaler to make immediate refund to

Seller of the invoice amount, including refund by draft or EFT initiated by Seller without deduction for any service charge previously earned thereon by Seller. Seller may at its option and without limitation of any other rights or remedies available to it under the Agreement or otherwise, limit or cancel the right of Wholesaler or any Operator to participate in Seller's program for Transaction Cards. Wholesaler (i) acknowledges that the Manual and any revision thereof have been made available to Wholesaler, and (ii) shall comply with Seller's procedures as set forth in the Manual and in any revision thereof made by Seller, if any. Seller may also, without limitation of any other rights or remedies available to it under this Agreement or otherwise, charge and collect from Wholesaler any and all fines or fees referenced in the Manual. Wholesaler shall be responsible for and shall not be paid for any chargebacks, regardless of fault. Wholesaler shall be responsible for compliance and shall ensure compliance at all Branded Outlets with all applicable Payment Card Industry Data Security Standards ("**PCI DSS**") and any other applicable laws, rules and regulations pertaining to any Transaction Card and credit card security.

8.2. Point of Sale Equipment and Software

Seller may, during the Term, issue, amend, or otherwise modify certain policies or requirements pertaining to Wholesaler's and the Operators' acceptance of credit cards, debit cards (either on-line or off line), check verification systems, wire transfers, or such other types of electronic fund transfers. Wholesaler agrees to comply with such policies or requirements as may be issued or modified by Seller. Without limitation, such policies or requirements may require Wholesaler to purchase, lease and install at all Branded Outlets approved electronic point-of sale ("**EPOS**") equipment, hardware, and software, and to comply with all rules or requirements that may be issued by an approved third-party processor. Seller may further provide, loan, or license to Wholesaler and the Operators certain EPOS software or hardware, and, in such event, Wholesaler acknowledges, and shall cause the Operators to acknowledge, that Wholesaler and the Operators shall have no right, title or ownership interest in any such EPOS software or hardware, that such software and hardware is proprietary, and that Wholesaler and the Operators shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for such EPOS software or hardware, or in any way alter its intended functionality. Wholesaler agrees to pay any and all additional or new costs or fees associated with the operation of the EPOS equipment or software, including but not limited to, costs associated with satellite connections, telecommunications charges, and installation and upgrading of EPOS equipment or software.

9. ASSIGNMENT.

9.1. General

Seller may assign, sell, or transfer its rights or it may delegate its obligations under this Agreement at any time without obtaining the authorization or consent from Wholesaler. In the event of Seller's assignment or delegation of its rights and obligations under this Agreement, Wholesaler agrees that Seller shall have no further liability to Wholesaler after the effective date of such assignment and delegation, and all references to "Seller" in this Agreement shall be substituted with the name of the party to whom this Agreement has been assigned. This Agreement is personal to Wholesaler and shall not be transferred or assigned by Wholesaler without the prior written consent of Seller, which consent, subject to any contrary requirements of any applicable statute, Seller may withhold in its sole discretion. Any assignment made without Seller's prior written consent, or otherwise in violation of this Agreement, shall be null and void. To ensure that Seller has adequate time to evaluate any assignment request, Wholesaler shall allow Seller at least sixty (60) calendar days to evaluate any assignment or transfer request and shall not request any transfer or assignment consent less than forty-five (45) calendar days before the expiration or termination of this Agreement.

9.2. Particular Acts

Without limitation, each of the following acts shall be considered an assignment:

(A) If Wholesaler is an individual, the transfer of this Agreement, whether by sale or operation of law, upon the death of Wholesaler; and

(B) If Wholesaler is a partnership or limited liability company (LLC), any change (voluntary, involuntary or by operation of law) in the ownership and/or control of the partnership or the LLC, or the dissolution of the partnership or LLC; and

(C) If Wholesaler is a corporation, any dissolution, merger, consolidation, or other reorganization, or the sale or transfer by Wholesaler or any shareholder of 10% or more of the voting shares of the capital stock of Wholesaler or of a lesser interest which cumulatively vests 10% or more of the voting shares in the transferee.

9.3. Successors in Interest

Notwithstanding any other provision of this Agreement, upon the death or incapacitation of Wholesaler for more than ninety (90) consecutive calendar days (if Wholesaler is a natural person), a general partner or member of Wholesaler (if Wholesaler is a partnership or limited liability company) or a majority shareholder of Wholesaler (if Wholesaler is a corporation), the interest in this Agreement of such deceased or incapacitated person passes directly to an eligible person or persons whom the deceased or incapacitated has designated as his successor in interest, in writing in a form prescribed by and filed with Seller, and who notifies Seller within twenty-one (21) calendar days after the death or incapacitation of his intention to succeed to such interest, this Agreement shall continue for the remaining Term hereof, provided that such successor in interest agrees in writing to assume all of the obligations under this Agreement of the deceased or incapacitated person and satisfies Seller's then current criteria for similar franchisees. A person who is eligible to be designated as successor in interest is one who is (a) the adult spouse or adult child (natural or adopted) or parent of the deceased or incapacitated; (b) a general partner or member of the deceased or incapacitated; or (c) a fellow shareholder of the deceased or incapacitated. Only the most recently properly designated successor in interest shall be recognized as such.

10. TAXES AND CHARGES.

Wholesaler shall promptly pay when due all taxes, or other governmental assessments, levied or assessed by reason of Wholesaler's operations and its performance under this Agreement. Wholesaler further agrees to pay any State unemployment tax. Wholesaler shall also pay when due any tax (including, but not limited to, sales, use, value added, occupation, gross receipts, registration, ad valorem, excise, environmental (including Superfund), and documentary taxes, including any interest charge or penalty that may result therefrom), duty, fee or other governmental charge, or any other public or private fee, charge or assessment now or hereafter levied on any Products delivered hereunder, or on Seller, or required to be paid or collected by Seller, by reason of the purchase, receipt, importation, manufacture or removal of such Products by Seller, or levied on or incurred in connection with or incidental to the sale, transportation, storage, delivery, use or removal of such Products, insofar as the same is not expressly included in the prices hereunder. Wholesaler shall furnish Seller with satisfactory tax exemption certificates where an exemption is claimed. With respect to any equipment or personal property which Seller may loan to Wholesaler, Wholesaler shall be responsible for reporting and paying all personal property taxes associated with such equipment or personal property. Upon Seller's request, Wholesaler shall provide Seller proof of proper reporting and payment of all taxes for which the Wholesaler is responsible under this Agreement. Wholesaler shall not permit or allow any tax or governmental lien, tax sale, or seizure by levy or execution of similar writ or warrant to occur against Wholesaler's Marketing Premises, or any of the inventory, supplies, or equipment located thereon.

11. COMPLIANCE - INDEMNITY - CLAIMS.

11.1. Compliance with Laws and Regulations

In receiving, storing, handling, selling and delivering Products, Wholesaler shall comply, and shall cause any Operator to comply, with any and all applicable federal, state and local laws, regulations, rules, decrees and/or permits including those pertaining to human health, safety or the environment, and shall further comply, and shall cause any Operator to comply, with any and all permits or licenses pertaining to the Wholesaler's Marketing Premises or to any Branded Outlet (collectively, the "Laws"). Any references in this Paragraph and in this Agreement to laws or regulations shall include all such laws and regulations pertaining to the Products, or the air, or surface, or subsurface water, surface or subsurface soil, and the handling, storage and disposal of hazardous substances, materials or wastes, or solid wastes (whether or not defined as hazardous by such laws or regulations), and vapor recovery and vapor recovery equipment. Wholesaler shall comply, and shall cause any Operator to comply, with all operating, reporting and record

keeping laws and regulations, as well as all operating, reporting and record keeping procedures designed to ensure that no unauthorized release of any Product occurs, and that in the event any Product is released, all applicable reporting, record keeping and cleanup requirements are fully complied with.

(A) Labor & Human Trafficking. Wholesaler shall comply, and shall cause any Operator to comply, with any and all federal, state and local labor laws, including laws against slave labor and human trafficking. Upon request, Seller may conduct audits at reasonable times to ensure such compliance, and Wholesaler shall provide Seller with written verification of such compliance.

(B) Foreign Corrupt Practices Act Compliance. Wholesaler will comply with all laws prohibiting bribery and corruption in performing this Agreement and any other agreement or understanding between the parties. Wholesaler, its officers, directors, stockholders, employees and agents, have not and will not pay, offer, or promise to pay, or authorize the payment, directly or indirectly, of money or anything of value to (1) any government, official, agent, employee of any government department or agency, or state-owned enterprise, whether or not acting in an official capacity; (2) any political party or official thereof or any candidate for political office; or (3) any person knowing that all or any portion of such money or thing of value will be given or promised, directly or indirectly, to persons described in (1) or (2) for purposes of:

(a) influencing any act or decision of such entities or persons in their official capacity, including a decision to do or omit to do any act; or

(b) inducing such entities or persons to use their influence with any government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to obtain or retain business with, or directing business to, the Wholesaler or to any person or entity.

11.2. New or Changed Laws or Regulations

If during the Term new Laws become effective, or any existing Laws are or their interpretations are materially changed, which change is not addressed by another provisions of the Agreement, and has a material adverse economic impact upon Seller or any third party transporting, receiving or delivering Products on behalf of Seller sold under this Agreement, Seller, acting in good faith, shall have the option to request renegotiation of the relevant provisions of the Agreement with respect to deliveries not yet made. In the event that Seller, acting in good faith, is dissatisfied with the results of such renegotiations, Seller shall have the right to terminate this Agreement, by notice of termination at any time if the change in Laws effectively precludes Seller from selling, purchasing, delivering or receiving Products.

11.3. Indemnification

To the fullest extent authorized under applicable law, except to the extent of Seller's sole negligence, Seller's willful misconduct, or Seller's breach of this Agreement, Wholesaler agrees to indemnify, defend and hold harmless Seller (including its directors, officers, agents, and employees) from and against any and all claims, actions, liabilities, losses, costs and expenses (including reasonable attorneys' fees and expert witness fees) for or involving any property damage, personal injury, bodily injury, death, remediation or clean-up, fines, penalties, taxes, business interruption, or any other cause of action or claim of every nature or kind whatsoever, in any way arising out of or incident to or related to Wholesaler's purchase of Products under this Agreement or its sale or consignment of Products to any Branded Outlet, including, but not by way of limitation, any and all claims arising out of or based on (i) any breach by Wholesaler of any provision of this Agreement or of any duty owed by Wholesaler to Seller or to the public, (ii) Wholesaler's purchase, storage, use, sale, transportation, loading or unloading, delivery, or disposal of Products, including any claims in any way arising out of Wholesaler's or Wholesaler's agents, servants, employees, Operators, contractors, or carriers entering, leaving or being upon Seller's premises (premises as used herein shall mean any delivery point or any location where Products are made available by Seller to Wholesaler), (iii) any violation of any federal, state or local regulations, by Wholesaler or its agents, servants, workmen, employees, Operators, contractors, or carriers, (iv) any cleanup, remediation, or damages caused in whole or in part by any release or discharge of Products (or other pollutant or hazardous substance) by Wholesaler, or Wholesaler's agents, servants, employees, Operators, carriers, or contractors, (v) the use or occupancy of the Wholesaler's Marketing Premises or a Branded Outlet, (vi) Wholesaler's or an Operator's operation of its business or the use, custody or operation of Seller-owned equipment or any other equipment, or its failure to perform its obligations hereunder, (vii) any sale or consignment of Products to any Branded Outlet (including any dispute related to the terms of sale (e.g., price) or the condition, quantity, or quality of the Products sold), (viii) Wholesaler's breach of or failure to perform any contractual or other duty owed to an Operator or to any third

person, or (ix) any intentional or unintentional violation by Wholesaler of any legal duty, obligation, or requirement applicable to Wholesaler's business, Wholesaler's Marketing Premises, Wholesaler's storage, transportation, or sale of Products, or the disclosure or warning of risks associated with Products at Wholesaler's Marketing Premises or any Branded Outlet, (ix) for any or otherwise fines, penalties, damages, claims or assessments incurred by Seller as a result of any violation or alleged violation of PCI DSS or any other applicable laws, rules and regulations pertaining to Transaction Cards and credit card security by Wholesaler or any Operator. To the extent that Wholesaler may be immune from any liability under or by virtue of any applicable industrial insurance or workers' compensation statute, Wholesaler agrees to waive such immunity to the extent such immunity would otherwise extend to its defense and indemnification obligations under this Agreement. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

11.4. Notice of Claim and Limitations on Wholesaler's Claims Against Seller

Wholesaler shall notify Seller in writing of the exact nature of any nonconformity in the type, quantity, quality, or price of any Products delivered to or purchased by Wholesaler under this Agreement within thirty (30) calendar days after taking possession of the Products. Wholesaler hereby waives any claim against Seller based on any such nonconformity, including any product defect, of which Wholesaler does not so notify Seller. Should Wholesaler claim that any Product sold was in any way defective, Wholesaler shall promptly furnish samples of the Product claimed to be defective but Seller shall have the right to take its own samples, and Wholesaler shall preserve an adequate quantity of the Product for a reasonable period of time to allow Seller to take such samples. In any event, Seller shall not be liable for any claim in excess of the purchase price of the Product or for any special, indirect, incidental, or consequential damages of any kind, whether based in contract, tort (including negligence or strict liability), warranty or otherwise. Every notice of claim shall set forth fully the facts on which the claim is based.

12. INSURANCE.

12.1. Coverage

Without in any way limiting any of Wholesaler's obligations, under applicable Law and additional requirements set forth in the Specific Provisions, if any, Wholesaler shall maintain at all times, at Wholesaler's expense and in compliance with any applicable requirements of law, insurance satisfactory to Seller of the following minimum types and limits:

- (A) Workers Compensation Insurance with statutory limits, and Employers' Liability insurance with a limit of \$1,000,000 each occurrence. Such insurance shall include a waiver of the insurer's rights of subrogation against Seller.
- (B) Comprehensive General Liability Insurance (including, without limitation, coverage for premises/operations, products/completed operations, and contractual obligations assumed in this Agreement) with a combined limit for bodily/personal injury and property damage of at least \$3,000,000 each occurrence. This policy shall include Broad Form Contractual Liability insurance coverage which shall specifically apply to the obligations assumed in this Agreement by Wholesaler.
 - (i) Liquor Liability Insurance if alcoholic beverages are sold at Branded Outlets utilizing endorsement CG 00 33, CG 24 08 or an equivalent
 - (ii) Garagekeepers Legal Liability if Branded Outlets have service bay(s) or car washes with limits of not less than \$60,000 per occurrence
- (C) Business Automobile Liability Insurance (including, without limitation, coverage for the operation of vehicles owned, non-owned or hired, and contractual obligations of this Agreement) with a combined limit for bodily/personal injury and property damage of \$3,000,000 each occurrence.
- (D) With respect to the insurance specified in Subparagraphs (B) and (C) of this Paragraph, Wholesaler may comply with these requirements by combining coverage between a primary insurer and an excess insurer or insurers. Each policy of insurance described in Subparagraphs (B) and (C) shall name Seller as additional insured and each policy of insurance described in this Paragraph 12 shall include a waiver of any rights of subrogation against Seller.
- (E) From time-to-time, Seller may require Wholesaler to obtain additional or different types of insurance.

12.2. Certificate of Insurance

Prior to the Effective Date and thereafter prior to the expiration of any required insurance, Wholesaler shall provide Seller with a certificate of insurance certifying the existence of the above coverage and stating specifically that such coverage shall not be canceled or materially changed without at least thirty (30) days prior written notice to Seller. Wholesaler shall further provide Seller with at least thirty (30) days prior written notice if any such insurance shall expire for any reason without being replaced with equivalent coverage. If Wholesaler fails to provide the required insurance coverage, then Seller, in addition to such other remedies as it may have, shall have the right to purchase such insurance coverage at Wholesaler's expense. Wholesaler shall upon demand promptly reimburse Seller for the cost of any insurance purchased by Seller for Wholesaler's account.

12.3. **Branded Outlets.** Wholesaler shall further ensure that each Branded Outlet maintains and obtains the same types of insurance and with the same limits as provided for in this Agreement. Wholesaler shall further ensure that Seller is named as an additional insured on all such policies of insurance.

13. **EXCUSES FOR NONPERFORMANCE.**

Seller and/or Wholesaler, as applicable, shall be excused from their respective obligations under this Agreement to the extent that performance of any obligation is delayed or prevented by any circumstances beyond the non-performing party's reasonable control, including the following: acts of God, acts of federal, state or local governments or agencies, compliance with requests, recommendations, laws or orders of any governmental authority or any instrumentality thereof, fire, explosion, mechanical breakdown, strikes or other labor trouble, plant slow down or shutdown, riots or other civil disturbances, unavailability of or interference with Seller's usual sources of the Products or crude oils or other constituent materials, or the usual means of transporting any of the same. If, due to any of the foregoing reasons, there should be a shortage of any Product from any source, Seller shall not be obligated to purchase supplies from any other than its usual sources or to divert supplies in order to perform this Agreement and may apportion its available supplies among its contract and non-contract customers and its own internal uses in any manner as it finds fair and reasonable. Quantities of Product consequentially undelivered by Seller for the reasons set forth above shall be deducted from the applicable Product Minimum Quantities.

14. **BRANDED OUTLETS.**

Operation of Branded Outlets

Wholesaler shall at all times operate, or cause the Operators to operate, each Branded Outlet in accordance with the standards of operation and appearance which Seller may from time to time specify in the Manual to protect Seller's goodwill and the value of the Marks. In the absence of any other written specification or standard which may be issued by Seller, Wholesaler shall at all times operate, or cause the Operators to operate, each Branded Outlet in accordance with the following standards of operation and appearance but the means and manner of performance shall be within the sole discretion of Wholesaler:

(A) *Merchandising*

Wholesaler and the Operator shall diligently and efficiently merchandise and promote the Products which may be offered for resale under the Marks so as to maintain the good reputation and public acceptance thereof. Neither Wholesaler nor the Operator shall display or offer merchandise or paraphernalia, which Seller, in its sole discretion, deems morally offensive or distasteful to the general public.

(B) *Service Work*

All mechanical and service work performed by Wholesaler or the Operator and their employees shall be done in a workmanlike manner, utilizing only first-class new materials and parts except when the customer specifically authorizes rebuilt or used materials or parts.

(C) *Staffing*

Wholesaler and the Operator shall maintain an adequate and competent staff of employees, considering both the volume and nature of the business activity, to meet the standards specified in this Paragraph.

(D) *Customer Complaints*

Wholesaler and the Operator shall conduct the operations of the Branded Outlet in a professional and business-like manner in order to avoid customer complaints. Wholesaler and the Operator shall, within

ten (10) days, courteously respond to any customer complaints received and take immediate action to correct or satisfactorily resolve each legitimate customer complaint.

(E) *Maintenance - Housekeeping*

Wholesaler and the Operator shall at all times maintain the Branded Outlet (including adjacent sidewalks and driveways, easements and all landscaped areas) and the Wholesaler's and the Operator's personal property and equipment at the Branded Outlet in good condition and repair, and shall keep the same (including the restrooms) neat, clean and orderly.

(F) *Vehicles - Other Mobile Equipment*

The Branded Outlet shall be kept clear of vehicles, other mobile equipment and obstructions, which may restrict traffic flow, endanger customer safety or detract from appearance.

(G) *Uniforms*

Wholesaler and the Operator and their employees shall neatly wear clean uniforms of a consistent type and style at each of Branded Outlets.

(H) *Lighting*

Wholesaler and the Operator shall use sufficient lighting and illuminated signs to provide full visibility of the Branded Outlet, including enclosed areas, at all times while open for operation.

(I) *Signs*

Except as may otherwise be required by law, or in compliance with Seller's trademark or trade dress requirements, neither Wholesaler nor the Operator shall display or use at the Branded Outlet any signs, posters, flags, pennants or other advertising devices without Seller's prior written consent.

(J) *Image*

The Branded Outlet shall be maintained in compliance with the trademark and trade dress requirements provided by Seller, which Seller may specify, and which Seller may change from time to time. Within one hundred eighty (180) days after execution of this Agreement, Wholesaler agrees that all Branded Outlets shall have completed all renovations, improvements, or upgrades necessary to conform to and comply with the then current trademark and trade dress standards and specifications provided by Seller. Such cost shall be for the sole account of the Wholesaler.

15. TERMINATION AND NON-RENEWAL

15.1 Termination Grounds. In addition to any other grounds Seller may have under the PMPA, Seller may terminate or refuse to renew this Agreement upon the occurrence of any of the following:

(A) failure by Wholesaler to exert good faith efforts to carry out the provisions of this Agreement (including compliance with any mandatory programs or procedures outlined in the Manual) following written notice to Wholesaler from Seller of such failure and fifteen (15) calendar days to cure such failure, unless any specific provision of this Agreement provides for a longer period in which to cure; or

(B) unlawful, fraudulent, or deceptive acts or practices or criminal misconduct relevant to the operation of Wholesaler's Marketing Premises or of the Branded Outlets; or

(C) declaration of bankruptcy or judicial determination of insolvency of Wholesaler; or

(D) subject to Paragraph 9.3 of this Agreement, the death or the prolonged severe physical or mental disability or disablement of Wholesaler (if Wholesaler is an individual), Wholesaler's majority shareholder (if Wholesaler is a corporation) or any of Wholesaler's general partners or members (if Wholesaler is a partnership or a limited liability company) for at least three (3) months which renders Wholesaler unable to provide for the continued proper operation of Wholesaler's business; or

(E) loss of the right to use, or the right to grant the use of, the Marks; or

(F) failure by Wholesaler to pay to Seller in a timely manner when due all sums to which Seller is legally entitled; or

(G) willful adulteration or mislabeling of motor fuels, or other trademark violations by Wholesaler; or

(H) abandonment of the franchise or its failure to operate the business for seven (7) consecutive days, or a lesser period which constitutes an unreasonable period of time; or

(I) failure of Wholesaler to comply with federal, state or local laws or regulations relevant to the operation of Wholesaler's Marketing Premises or Branded Outlets or both; or

(J) conviction of Wholesaler (if an individual), or of Wholesaler's managing partner or member, or principal executive officer (if Wholesaler is a partnership, corporation, or limited liability company, as the case may be) of any felony involving moral turpitude; or

(K) the breach by Wholesaler of any material provision of this Agreement (or of any mandatory program described in the Manual); or

- (L) the occurrence of any event relevant to the Franchise Relationship between the parties which makes termination or nonrenewal reasonable; or
- (M) a determination made by Seller in good faith and in the normal course of business to withdraw from marketing of motor fuel through retail outlets; or
- (N) any other ground for which termination or nonrenewal is provided for in this Agreement or in any related agreements between Seller and Wholesaler, or as otherwise allowed by the PMPA or other applicable law.

15.2. Termination Prior to Effective Date

If, after execution but prior to the Effective Date, Seller has grounds to terminate any then existing Wholesale Marketer Agreement between Seller and Wholesaler, or to terminate this Agreement as if it were then in effect, Seller may terminate this Agreement, as well as any such then existing Wholesale Marketer Agreement, based on those grounds.

15.3. Acts Attributable to Wholesaler

In determining whether grounds for termination exist, the acts or omissions of Wholesaler's employees, agents and contractors shall be deemed to be the acts or omissions of Wholesaler, and (a) if Wholesaler consists of more than one person, the acts or omissions of each person shall be deemed to be the acts or omissions of Wholesaler, or (b) if Wholesaler is a partnership, corporation or limited liability company, the acts or omissions of each partner, member, or shareholder or any officer or director, as the case may be, shall be deemed to be the acts or omissions of Wholesaler.

15.4. Effect of Termination

After receiving notice of termination and until the effective date of the termination, Wholesaler shall continue to operate its business, and Wholesaler shall cause the Operators to operate their businesses, in accordance with this Agreement. From and after the effective date of termination, Wholesaler and all Operators shall immediately de-identify the Branded Outlets in compliance with such procedures or requirements as Seller may specify from time-to-time. In the absence of any other more particular procedures or requirements which Seller may adopt, Wholesaler and all Branded Outlets shall immediately (i) discontinue all use of the Marks and all trade dress associated with Seller, including the use of any distinctive color scheme or striping on any building or gasoline island canopy; (ii) remove from all trade directories, telephone book listings, or other publications all references to the Marks; (iii) remove or cover all advertising displays or signs utilizing the Marks or the Seller name; (iv) destroy all stationery, business forms, or business cards containing the Marks or utilizing the Seller name; and (v) return to Seller all Confidential Information.

15.5. De-Identification of an Individual Branded Outlet.

(A) If any action is taken at an individual Branded Outlet that is prohibited by this Agreement, any action is not taken at a Branded Outlet that is required or contemplated by this Agreement, or the operations at a Branded Outlet are otherwise not conducted in accordance with this Agreement, Seller may revoke the permission granted to Wholesaler to use the Marks at such Branded Outlet by giving written notice to Wholesaler. Without limiting the generality of the foregoing, if a Branded Outlet is abandoned, not operated, is no longer supplied by Wholesaler, or if a sufficient amount of all applicable grades of Products are not continuously offered for sale at a Branded Outlet for 7 consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time, Wholesaler must notify Seller, ~~immediately de-identify the Branded Outlet,~~ and then notify Seller of the de-identification.

(B) Promptly after receiving notice from Seller as specified in (A) above, Wholesaler shall take, or shall cause the Operator to take, all steps necessary and appropriate to cease the marketing and selling of Products, and otherwise using the Marks at the Branded Outlet. Without limiting the generality of the foregoing, at Wholesaler's expense, Wholesaler shall, or shall cause the Operator to: (i) remove, and if requested by Seller, return all signs or materials bearing any of the Marks unless Wholesaler has received prior approval from Seller to relocate the same to another Branded Outlet; (ii) remove and destroy, or permanently paint over, all advertising displays, color schemes and other materials and items bearing any of the Marks (whether used on buildings, equipment, tanks, trucks, automobiles or stationery); (iii) return any equipment loaned or leased to Wholesaler for use at the Branded Outlet to a place designated by Seller; and (iv) if requested by Seller, return any signage bearing the Marks, including but not limited to the primary identification sign along with the poles and any modules to a place designated by Seller.

(C) If a Branded Outlet is temporarily closed with Seller's prior consent, Wholesaler shall cover or remove the Marks at the Branded Outlet including, but not limited to, the canopy, street, and high rise signs, and shall keep, or cause the Operator to keep the Branded Outlet cleaned and maintained.

15.6. Other Remedies; Set-Off

Any termination under this Paragraph shall be without limitation of any other rights or remedies available to Seller under this Agreement or otherwise. All sums due by Wholesaler to Seller under this Agreement shall be payable by Wholesaler to Seller as provided herein, and shall bear interest at the rate of 18% per annum (or lesser maximum rate permitted by law) from the date due until paid. If Wholesaler defaults in payment of any indebtedness to Seller, in addition to the rights provided above, Seller shall have the right immediately to suspend deliveries hereunder and to apply any sums which Seller may hold for Wholesaler's account under this Agreement to the payment of the indebtedness, without relieving Wholesaler of any obligations otherwise existing to replace the sums so applied.

16. **WHOLESALER'S INDEPENDENCE.**

Wholesaler is and at all times shall remain an independent contractor and shall not make any representations or take any action which might establish any actual or apparent agency, joint venture, partnership, state franchise, or employment relationship with Seller, and Seller shall not be obligated in any manner by any agreements, warranties, or representations made by Wholesaler to third parties. Nothing in this Agreement shall be construed as reserving to Seller any right to exercise any control over, or to direct in any respect the conduct or management of Wholesaler's business or operations related to this Agreement.

17. **INSPECTION BY SELLER.**

To the extent reasonably necessary to observe and verify compliance by Wholesaler and any Operator with the provisions of this Agreement, Seller shall have the right, at all reasonable times, to enter Wholesaler's Marketing Premises, the Branded Outlets and any other applicable place and to inspect the same, as well as such part of the books and records of Wholesaler and Branded Outlets as may be material to a proper inquiry hereunder. Seller may determine the compliance of Wholesaler's and the Operators by any means Seller selects, including without limitation, the sampling and laboratory testing of Products. Wholesaler shall be responsible for obtaining authority for Seller (a) to enter and inspect the facilities at any of Branded Outlets which are not operated by Wholesaler, and (b) to inspect the books and records of any of the Branded Outlets wherever the books and records are located. Wholesaler further agrees and acknowledges that Seller may implement a Quality Assurance program providing for regular or periodic announced or unannounced inspections, including inspections by "mystery shoppers" or "secret shoppers," of Wholesaler's Marketing Premises and all Branded Outlets. Wholesaler agrees that it shall diligently act to remedy any deficiency that may be discovered during such inspections, and that Seller may refuse to allow Wholesaler to participate in any marketing or other programs offered by Seller and that may otherwise be available to Wholesaler, including any Wholesaler loan or assistance programs, temporary price reductions, advertising assistance or programs, until such time as all deficiencies have been remedied. Wholesaler further acknowledges that any failure of any such quality assurance inspection, or Wholesaler's failure to remedy any failure, may be grounds for termination of this Agreement.

18. **RELATION TO EXISTING LAW.**

To the extent that any provision of this Agreement conflicts with any valid and enforceable law existing on the effective date thereof, such provision shall be deemed amended to conform with such law.

19. **NOTICES AND COMMUNICATIONS.**

19.1. General

Except as otherwise specified herein, every notice hereunder shall be in writing and, subject to any requirements of law, may be given to Wholesaler by personal service or to either Wholesaler or Seller by certified letter, facsimile or electronic mail (with confirmation of receipt), or overnight or local courier.

Notice shall be deemed given when the letter is deposited in the U.S. mail, when confirmation of receipt of the facsimile or electronic mail is received, or upon delivery by the courier. Any notice to Seller or Wholesaler hereunder shall be directed to such party's address as set forth in the Specific Provisions. Either party may change its address for notice hereunder by notice given to the other party's address as set forth in the Specific Provisions.

19.2. Communication with Seller via the Internet

Wholesaler must be equipped with email capability and access to the Internet so that Seller may communicate and exchange information with Wholesaler via the Internet or through Seller's Intranet, extranet and/or web pages.

20. **APPLICABLE LAW.**

Except as otherwise provided by applicable law, this Agreement shall be governed and construed in accordance with the substantive laws of the State of Texas without reference to Texas' choice of law rules. In the event of a dispute under this Agreement, exclusive jurisdiction and venue shall lie in a court of competent jurisdiction in San Antonio, Texas.

21. **MISCELLANEOUS.**

21.1. Seller Mandatory Programs and Other Charges

During the Term, Seller may offer or introduce in the Manual various marketing or other programs or services. Wholesaler further understands that Seller may designate that Wholesaler's participation, and the participation of the Operators, in these programs is mandatory. In such event, Wholesaler shall fully comply, and shall cause of the Operators to fully comply, with all requirements and terms of such programs. Wholesaler also understands and acknowledges that Wholesaler's participation in such mandatory programs may require Wholesaler to purchase equipment, goods, or services from Seller or from third parties.

21.2. Authority

Wholesaler hereby represents that as of the date hereof, Wholesaler has the authority to enter into this Agreement and that no consents of third parties other than those which have been obtained and are attached hereto are necessary to enable Wholesaler to perform its obligations hereunder. Wholesaler represents that as of the date of this Agreement, Wholesaler is in compliance with all leases, contracts, and agreements affecting the Wholesaler's Marketing Premises and Wholesaler's use and possession of the Wholesaler's Marketing Premises.

21.3. Waiver

No purported waiver by either party hereto of any provision of this Agreement or of any breach thereof shall be deemed to be a waiver of such provision or breach unless such waiver is in writing signed by the party making such waiver. No such waiver shall be deemed to be a subsequent waiver of such provision or a waiver of any subsequent breach of the same or any other provision hereof.

21.4. Prior Course of Dealing

Seller and Wholesaler acknowledge and agree that this Agreement shall not be reformed, altered, or modified in any way by any practice or course of dealing during or prior to the Term of the Agreement or by any representations, stipulations, warranties, agreement or understandings, express or implied, except as fully and expressly set forth herein or except as may subsequently be set forth in a signed written amendment or agreement by the authorized representatives of the Parties.

21.5. Further Assurances

Wholesaler agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively consummate the purposes and subject matter of this Agreement.

21.6. Attorneys' Fees

In the event either party to this Agreement retains counsel and/or institutes a lawsuit for violation of or to enforce any provision of this Agreement, the prevailing party shall be entitled to all of its costs, expenses, and reasonable attorneys' fees incurred in connection therewith.

21.7. Absence of Representations

WHOLESALER ACKNOWLEDGES THAT WHOLESALER HAS ENTERED INTO THIS AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF THE BUSINESS AND OPERATIONS BEING ENTERED INTO AND NOT UPON ANY REPRESENTATION OR PROMISE AS TO PROFITS OR REVENUES WHICH WHOLESALER MIGHT BE EXPECTED TO REALIZE, NOR HAS ANY SELLER REPRESENTATIVE OR EMPLOYEE MADE ANY OTHER REPRESENTATION OR PROMISE WHICH IS NOT EXPRESSLY SET FORTH HEREIN TO INDUCE WHOLESALER TO ACCEPT THIS FRANCHISE OR TO EXECUTE THIS AGREEMENT.

21.8. Experience of Wholesaler

Wholesaler represents and warrants to Seller that Wholesaler (if Wholesaler is a natural person), or one or more owners of Wholesaler (if Wholesaler is a partnership, limited liability company or corporation) owning at least a fifty percent interest in Wholesaler, have within seven (7) years of the date of this Agreement have had at least twenty-four (24) months' experience being responsible for the financial and operational aspects of a business offering the sale of motor fuels.

22. **ENTIRETY - EXECUTION.**

22.1. Entire Agreement

This Agreement, which includes these General Provisions, and the Specific Provisions along with all Exhibits attached thereto, comprises the entire agreement and merges and supersedes all prior agreements, understandings, representations and warranties (whether oral or written, expressed or implied) between Seller and Wholesaler concerning the subject matter of this Agreement. By executing this Agreement, the parties hereto specifically acknowledge and agree that any prior Wholesale Marketer Agreement for the Exxon and/or Mobil Brand between Seller and Wholesaler and the franchise or other relationships arising thereunder are terminated as of the Effective Date. Notwithstanding the foregoing, any other written agreements in effect between the parties (*i.e.*, any agreement other than a prior Wholesale Marketer Agreement) shall remain in effect in accordance their terms. In the event of a conflict between the Specific Provisions and these General Provisions, the Specific Provisions shall control.

End of General Terms and Conditions

EXHIBIT B
STATE ADDENDUM AND AGREEMENT RIDER

**ADDITIONAL DISCLOSURES FOR THE MINNESOTA
PUBLIC OFFERING STATEMENT OF
MARATHON PETROLEUM COMPANY LP**

The following are additional disclosures for the Minnesota Public Offering Statement of Marathon Petroleum Company LP required by the Minnesota Franchise Act.

1. **Renewal, Termination, Transfer and Dispute Resolution**. The following is added to the end of Item 2:

Minnesota law provides you with certain termination and non-renewal rights. Minn. Stat. Sec. 80C.14, Subd. 5, Minn. Rule 2860.5500 and Minn. Rule 2860.5600 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) of the Agreement and 180 days' notice for non-renewal of the Agreement.

Nothing in the Public Offering Statement or Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Those provisions also provide that no condition, stipulations or provision in the Agreement will in any way abrogate or reduce any of your rights under the Minnesota Franchises Act, including, if applicable, the right to submit matters to the jurisdiction of the courts of Minnesota.

Any release as a condition of renewal and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.5400.

**RIDER TO THE MARATHON PETROLEUM COMPANY LP
EXXON/MOBIL WHOLESALE MARKETER AGREEMENT
FOR USE IN MINNESOTA**

THIS RIDER is by and between **MARATHON PETROLEUM COMPANY LP**, a Delaware limited partnership with its principal business address at 539 South Main Street, Findlay, Ohio 45840 (“Seller”, “we,” “us,” or “our”), and _____, whose principal business address is _____ (“Wholesaler”, “you” or “your”).

1. **BACKGROUND.** We and you are parties to that certain Wholesale Marketer Agreement dated _____, 20____ (the “Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) the wholesale business that you will operate under the Agreement will be located in Minnesota; and/or (b) any of the offering or sales activity relating to the Agreement occurred in Minnesota. As used in this Agreement, “Minnesota Franchises Act” refers, as applicable, to Chapter 80C of Minnesota Statutes and the rules promulgated thereunder.

2. **RENEWAL AND TERMINATION.** The following is added to the end of Sections 7.(C) and 15 of the Specific Provisions of the Agreement and Section 15.1 of the General Provisions of the Agreement:

However, with respect to franchises subject to the Minnesota Franchises Act, Seller will comply with Minn. Stat. Sec. 80C.14 and Minn. Rule 2860.5500 and 2860.5600 which require, except in certain specified cases, that Wholesaler be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of this Agreement.

3. **INJUNCTIVE RELIEF.** The following is added to the end of Sections 9.(N) and 15 of the Specific Provisions of the Agreement:

Nothing in this Agreement bars Seller’s right to obtain specific performance of the provisions of this Agreement and seek injunctive relief against conduct that threatens to injure or harm Seller or the Proprietary Marks, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Wholesaler agrees that Seller may seek such injunctive relief. Wholesaler agrees that its only remedy if an injunction is entered against it will be the dissolution of that injunction, if warranted, upon due hearing, and Wholesaler hereby expressly waives any claim for damages caused by such injunction. A court will determine if a bond is required.

4. **RELEASES.** The following is added to the end of Section 9.1 of the General Provisions of the Agreement and as a new Section 21.9 of the General Provisions of the Agreement:

Any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Act.

5. **LIMITATIONS ON WHOLESALER’S CLAIMS AGAINST SELLER.** The following is added to the end of Section 11.4 of the General Terms and Conditions of the Agreement:

However, Minnesota law provides that no action may be commenced under Minn. Stat. § 80C.17 more than 3 years after the cause of action accrues.

6. **APPLICABLE LAW.** Section 20 of the General Provisions of the Agreement is deleted and replaced in its entirety with the following:

This Agreement, the franchise, and all claims arising from the relationship between Wholesaler and Seller will be governed by the laws of the State of Texas without regard to its conflict of laws rules, except that (1) any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchise owner will not apply unless its jurisdictional requirements are met independently without reference to this paragraph, and (2) nothing in this agreement will abrogate or reduce any of Wholesaler’s rights under Minnesota Statutes Chapter 80C and 80F or Wholesaler’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

Wholesaler and its owners agree that all actions arising out of or relating to this Agreement or otherwise as a result of the relationship between Wholesaler and Seller must be commenced exclusively in the state or federal court in San Antonio, Texas, and Seller and Wholesaler (and each owner) irrevocably consent to the jurisdiction of those courts and waive any objection to either the jurisdiction of or venue in those courts. Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 prohibits Seller, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in this agreement shall abrogate or reduce any of Wholesaler’s rights under Minnesota Statutes Chapter 80C or Wholesaler’s right to any procedure, forum or remedies that the laws of the jurisdiction provide.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the dates noted below, to be effective as of the Effective Date of the Agreement.

MARATHON PETROLEUM COMPANY
LP By: MPC Investment LLC, its general

WHOLESALER

By: _____
Name: _____

[Name]
By: _____
Name: _____

EXHIBIT C

LIST OF BRANDED WHOLESALERS

List of Branded Wholesalers
As of December 31, ~~2022~~2023

Wholesaler Name	Business Address	Phone	Fuel Brand
Farstad Community Co-Operative Oil, Inc. ⁺ <u>Association</u>	<u>9 Central Avenue, Faribault</u> 100 NE 27th St, Minot, North Dakota 58703 <u>Minnesota 55021</u>	701-852-1194 <u>507-334-2056</u>	Mobil
GPM Petroleum LLC ¹	8565 Magellan Pkwy, Suite 400, Richmond, Virginia	804-730-1568	Mobil
Lakeside Oil⁺	1200 Harger Road, Suite 604, Oak Brook, Illinois	708-447-1999	Mobil
Molo Oil Company ¹	123 Southern Avenue, Dubuque, Iowa 52001	563-557-7540	Exxon, Mobil
<u>Parkland USA Corporation dba Farstad Oil¹</u>	<u>100 NE 27th St, Minot, North Dakota 58703</u>	<u>701-852-1194</u>	
WKL SB, Inc.	5114 Highway 61, Silver Bay, Minnesota 55614	(952) 941-9090 <u>952-941-9090</u>	Mobil
Community Coop Oil Association <u>World Fuel Services, Inc. dba Lakeside Oil¹</u>	<u>9800 NW 41 Street, Miami, Florida 33178</u> 9 Central Avenue, Faribault, Minnesota 55021 <u>Mobil</u>	507-334-2056 <u>305-428-8000</u>	Mobil

¹ Although this wholesaler's principal business address is not located within the State of Minnesota, it does purchase and sell or resell fuel to or from outlets located within the State of Minnesota.

EXHIBIT D
FINANCIAL STATEMENTS AND GUARANTEE OF PERFORMANCE

AUDITED FINANCIAL STATEMENTS

Financial Statements and Supplementary Data

INDEX

	<u>Page</u>
Report of Independent Registered Public Accounting Firm (PCAOB ID 238)	<u>71</u>
Firm	
Audited Consolidated Financial Statements:	Page
Consolidated Statements of Income	73
Consolidated Statements of Comprehensive Income	<u>74</u>
Consolidated Balance Sheets	72 <u>75</u>
Consolidated Statements of Cash Flows	73 <u>76</u>
Consolidated Statements of Equity and Redeemable Noncontrolling Interest	74 <u>78</u>
Notes to Consolidated Financial Statements	78 <u>79</u>

Unless otherwise stated or the context otherwise indicates, all references in this Annual Report on Form 10-K to “MPC,” “us,” “our,” “we” or the “Company” mean Marathon Petroleum Corporation and its consolidated subsidiaries.



Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Marathon Petroleum Corporation

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Marathon Petroleum Corporation and its subsidiaries (the “Company”) as of December 31, 2023 and December 31, 2022 ~~and 2021~~, and the related consolidated statements of income, of comprehensive income, of equity and redeemable noncontrolling interest and of cash flows for each of the three years in the period ended December 31, ~~2022~~2023, including the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 31, 2022 ~~and 2021~~, and the results of its operations and its cash flows for each of the three years in the period ended December 31, ~~2022~~2023 in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's consolidated financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits of these consolidated financial statements in accordance with the standards of the PCAOB. Those standards require that we plan and perform the ~~audit~~audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud.

Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

- ~~*PricewaterhouseCoopers LLP, 406 Washington Street, Suite 200, Toledo, OH 43604
T: (419) 254-2500, F: (419) 254-2550, www.pwc.com/us*~~
-



Goodwill Impairment Test — Crude Gathering Reporting Unit

As described in Note 18~~17~~ to the consolidated financial statements and as disclosed by management, the Company's consolidated goodwill balance was \$8.2 billion as of December 31, ~~2022~~2023, which includes, within the Midstream segment, the goodwill associated with MPLX's Crude Gathering reporting unit of \$1.1 billion. Management annually evaluates goodwill for impairment as of November 30, as well as whenever events or changes in circumstances indicate it is more likely than not that the fair value of a reporting unit with goodwill is less than its carrying amount. The fair value of the MPLX Crude Gathering reporting unit was determined based on applying both a discounted cash flow method (i.e. income approach) as well as a market approach. Significant assumptions that were used to estimate the reporting unit's fair value under the discounted cash flow method included management's best estimates of the discount rate, as well as estimates of future cash flows, which are impacted primarily by producer customers' development plans, which impact the reporting unit's future volumes and capital requirements.

The principal considerations for our determination that performing procedures relating to the goodwill impairment test of the Crude Gathering reporting unit of the Midstream segment is a critical audit matter are (i) the significant judgment by management when determining the fair value of the reporting unit; and (ii) the high degree of auditor judgment, subjectivity, and effort in performing procedures and evaluating audit evidence relating to management's significant assumption related to future volumes.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's goodwill impairment test, including controls over the determination of the fair value of the Crude Gathering reporting unit. These procedures also included, among others (i) testing management's process for determining the fair value of the reporting unit; (ii) evaluating the appropriateness of the income and market approaches used; (iii) testing the completeness and accuracy of underlying data used by management in the approaches; and (iv) evaluating the reasonableness of the significant assumption related to future volumes. Evaluating the assumption related to future volumes involved (i) considering whether the assumption used was reasonable considering past performance of the reporting unit, producer customers' historical and future production volumes, and industry outlook reports; and (ii) considering whether the assumption was consistent with evidence obtained in other areas of the audit.

~~"Pri"e, rt/loose e_aerer's Lip~~
(Add) PricewaterhouseCoopers

February ~~23~~28, ~~2023~~2024

We have served as the Company's auditor since 2010.

(Add)

*~~PricewaterhouseCoopers LLP, 406 Washington Street, Suite 200, Toledo, OH 43604
T: (419) 254 2500, F: (419) 254 2550, www.pwc.com/us~~*

[Table of Contents](#)

**Marathon Petroleum Corporation
Consolidated Statements of Income**

<i>(In millions, except per share data)</i>	2022 2023	2024 2022	2020 2021
Revenues and other income:			
Sales and other operating revenues	\$ 177,453 148,379	\$ 119,983 177,453	\$ 69,779 119,983
Income (loss) from equity method investments ^(a)	655 742	458 655	(935) 458
Net gain on disposal of assets	1,061 217	21,061	70 21
Other income	783 969	468 783	118 468
Total revenues and other income	179,952150,307	120,930179,952	69,032120,930
Costs and expenses:			
Cost of revenues (excludes items below)	151,671 128,566	110,008 151,671	65,733 110,008
Impairment expense	—	—	8,426
Depreciation and amortization	3,215 3,307	3,364 3,215	3,375 3,364
Selling, general and administrative expenses	2,772 2,039	2,537 2,772	2,710 2,537
Restructuring expenses	—	—	367
Other taxes	825 881	724 825	668 721
Total costs and expenses	158,483135,793	116,630158,483	81,279116,630
Income (loss) from continuing operations	21,469 14,514	4,300 21,469	(12,247) 4,300
Net interest and other financial costs	1,000 525	1,483 1,000	1,365 1,483
Income (loss) from continuing operations before income taxes	20,469 13,989	2,817 20,469	(13,612) 2,817
Provision (benefit) for income taxes on continuing operations	4,491 2,817	264 4,491	(2,430) 264
Income (loss) from continuing operations, net of tax	15,978 11,172	2,553 15,978	(11,182) 2,553
Income from discontinued operations, net of tax	72—	8,448 72	1,205 8,448
Net income (loss)	16,05011,172	11,00116,050	(9,977)11,001
Less net income (loss) attributable to:			
Redeemable noncontrolling interest	889 4	100 88	84 100
Noncontrolling interests	1,446 1,397	1,163 1,446	(232) 1,163
Net income (loss) attributable to MPC	\$ 14,5169,681	\$ 9,73814,516	\$ (9,826)9,738
Per share data (See Note 109)			
Basic:			
Continuing operations	\$ 28.17 23.73	\$ 2.03 28.17	\$ (16.99) 2.03
Discontinued operations	0.14—	13.31 0.14	1.86 13.31
Net income (loss) per share	\$ 28.31 23.73	\$ 15.34 28.31	\$ (15.13) 15.34
Weighted average shares outstanding	512 407	634 512	649 634
Diluted:			
Continuing operations	\$ 27.98 23.63	\$ 2.02 27.98	\$ (16.99) 2.02
Discontinued operations	0.14—	13.22 0.14	1.86 13.22
Net income (loss) per share	\$ 28.12 23.63	\$ 15.24 28.12	\$ (15.13) 15.24

Table of Contents

Weighted average shares outstanding
638

409
~~649~~

516

(e) ~~2020 includes impairment expense. See Note 7 for further information.~~

The accompanying notes are an integral part of these consolidated financial statements.

Marathon Petroleum Corporation
Consolidated Statements of Comprehensive Income

<i>(Millions of dollars)</i>	2023	2022	2021	2020
Net income (loss)	<u>\$</u> <u>11,172</u>	\$ 16,050	\$ 11,0	\$ (9,97)
Defined benefit plans:				
Actuarial changes, net of tax of \$ 36(24) , \$ 9136 and \$ (51),91 , respectively	<u>(85)</u>	122	276	(157)
Prior service, net of tax of \$(4518), \$ 58(15) and \$(11),58 , respectively	<u>(49)</u>	(52)	175	(34)
Other, net of tax of \$—, \$— and \$(2) and \$—, respectively	<u>1</u>	(1)	(6)	(1)
Other comprehensive income (loss)	<u>(133)</u>	69	445	(192)
Comprehensive income (loss)	<u>11,039</u>	16,119	11,446	(10,169)
Less comprehensive income (loss) -attributable to:				
Redeemable noncontrolling interest	<u>94</u>	88	100	84
Noncontrolling interests	<u>1,397</u>	1,446	1,163	(232)
Comprehensive income (loss)-attributable to MPC	<u>\$</u> <u>9,548</u>	\$ 14,585	\$ 10,	\$ (10,01)

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)

**Marathon Petroleum Corporation
Consolidated Balance Sheets**

December 31,

<i>(Millions of dollars, except share data)</i>	<u>2022</u> <u>2023</u>	<u>2024</u> <u>2022</u>
Assets		
Cash and cash equivalents	\$ 8,625,443	\$ 5,294,862
Short-term investments	3,145,781	5,548,145
Receivables, less allowance for doubtful accounts of \$294 and \$40,29, respectively	13,477,11,619	11,034,13,477
Inventories	8,827,9,317	8,055,8,827
Other current assets	1,168,971	568,1,168
Total current assets	<u>35,242,32,131</u>	<u>30,496,35,242</u>
Equity method investments	6,466,6,260	5,409,6,466
Property, plant and equipment, net	35,657,35,112	37,440,35,657
Goodwill	8,244	8,256,8,244
Right of use assets	1,214,1,233	1,372,1,214
Other noncurrent assets	3,084,3,007	2,400,3,081
Total assets	<u>\$ 89,904,85,987</u>	<u>\$ 85,373,89,90</u>
Liabilities		
Accounts payable	\$ 15,312,13,761	\$ 13,700,15,31
Payroll and benefits payable	967,1,115	944,967
Accrued taxes	1,140,1,221	1,234,1,140
Debt due within one year	1,066,1,954	574,1,066
Operating lease liabilities	368,454	438,368
Other current liabilities	1,167,1,645	1,047,1,167
Total current liabilities	<u>20,020,20,150</u>	<u>17,898,20,020</u>
Long-term debt	25,634,25,329	24,968,25,634
Deferred income taxes	5,904,5,834	5,638,5,904
Defined benefit postretirement plan obligations	1,114,1,102	1,015,1,114
Long-term operating lease liabilities	844,764	927,841
Deferred credits and other liabilities	1,304,1,409	1,346,1,304
Total liabilities	<u>54,817,54,588</u>	<u>51,792,54,817</u>
Commitments and contingencies (see Note 2928)		
Redeemable noncontrolling interest	968,895	965,968
Equity		
Preferred stock, no shares issued and outstanding (par value \$0.01 per share, 30	—	—
Common stock:		
Issued – 993 million and 990 million and 984 million shares (par value \$0.01 per share, 2 billion shares authorized)	10	10
Held in treasury, at cost – 625 million and 536 million and 405 million shares	(31,844,43,502)	(19,904,31,841)
Additional paid-in capital	33,402,33,465	33,262,33,402
Retained earnings	26,142,34,562	12,905,26,142
Accumulated other comprehensive income (loss)	2(131)	(67)2
Total MPC stockholders' equity	<u>27,715,24,404</u>	<u>26,206,27,715</u>
Noncontrolling interests	6,404,6,100	6,410,6,404
Total equity	<u>34,119,30,504</u>	<u>32,616,34,119</u>
Total liabilities, redeemable noncontrolling interest and equity	<u>\$ 89,904,85,987</u>	<u>\$ 85,373,89,90</u>

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)

Marathon Petroleum Corporation
Consolidated Statements of Cash Flows

(Millions of dollars)	2022 <u>2023</u>	2021 <u>2022</u>	2020 <u>2021</u>
Operating activities:			
Net income (loss)	\$ 16,050 11,172	\$ 11,004 16,050	\$ (9,977) 11,001
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Amortization of deferred financing costs and debt discount	50 (78)	79 50	69 79
Impairment expense	—	—	8,426
Depreciation and amortization	3,215 3,307	3,364 3,215	3,375 3,364
Pension and other postretirement benefits, net	172 (191)	(499) 172	220 (499)
Deferred income taxes	290 (28)	(169) 290	(244) 169
Net gain on disposal of assets	(1,064) 217	(211, 061)	(70) 21
(Income) loss from equity method investments	(655) 742	(458) 655	935 (458)
Distributions from equity method investments	772 941	652 772	577 652
Income from discontinued operations	(72) —	(8,448) 72	(1,205) 8,448
Changes in income tax receivable	(555) 135	2,089 (555)	(1,807) 2,089
Changes in the fair value of derivative instruments	(147) 70	16 (147)	45 16
Changes in:			
Current receivables	(2,315) 1,972	(5,299) 2,315	1,465 (5,299)
Inventories	(787) 489	(33) 787	1,750 (33)
Current accounts payable and accrued liabilities	1,909 (1,316)	6,260 1,909	(2,927) 6,260
Right of use assets and operating lease liabilities, net	— (7)	3	(19) —3
All other, net	(547) 412	(153) 547	191 (153)
Cash provided by operating activities - continuing operations	16,319 14,117	8,384 16,319	807 8,384
Cash provided by (used in) operating activities - discontinued operations	42 —	(4,024) 42	1,612 (4,024)
Net cash provided by operating activities	16,361 14,117	4,360 16,361	2,419 4,360
Investing activities:			
Additions to property, plant and equipment	(2,420) 1,890	(1,464) 2,420	(2,787) 1,464
Acquisitions, net of cash acquired	(413) 246	— (413)	—
Disposal of assets	90 36	153 90	150 36
Investments – acquisitions and contributions	(405) 480	(210) 405	(485) 210
– redemptions, repayments and return of capital and sales proceeds	515 275	395 15	137 395
Purchases of short-term investments	(6,023) 8,622	(12,498) 6,023	(12,498)
Sales of short-term investments	1,296 2,082	1,544 1,296	— 1,544
Maturities of short-term investments	7,159 5,048	5,406 7,159	— 5,406
All other, net	824 702	513 824	635 702
Cash provided by (used in) investing activities - continuing operations	623 (3,095)	(6,517) 623	(2,922) 6,517
Cash provided by (used in) investing activities - discontinued operations	—	21,314 —	(335) 21,314
Net cash provided by (used in) investing activities	623 (3,095)	14,797 623	(3,257) 14,797
Financing activities:			
Commercial paper – issued	—	7,414 —	2,055 7,414

Table of Contents

– repayments	—	(8,437)	(1,0348,437)
Long-term debt – borrowings	3,3791,589	12,1503,379	17,08212,150
– repayments	(2,2801,079)	(17,4002,280)	(15,38017,400)
Debt issuance costs	(3915)	(39)	—(50)
	<u>62</u>	<u>243</u>	<u>106</u>

Table of Contents

<i>(Millions of dollars)</i>	2023	2022	2021	2020
Issuance of common stock		243	106	11
Common stock repurchased	<u>(11,572)</u>	(11,922)	(4,654)	
Dividends paid	<u>(1,261)</u>	(1,279)	(1,484)	(1,510)
Distributions to noncontrolling interests	<u>(1,281)</u>	(1,214)	(1,449)	(1,244)
Repurchases of noncontrolling interests	=	(491)		(630)
<u>Redemption of noncontrolling interests - preferred units</u>	<u>(600)</u>	=		<u>(33)</u>
All other, net	<u>(50)</u>	(44)	(35)	(35)
Net cash used in financing activities	<u>(14,207)</u>	(13,647)	(14,419)	(135)
Net change in cash, cash equivalents and restricted cash	<u>\$ (3,185)</u>	\$ 3,337	\$ 4,7	\$ (973)
Cash, cash equivalents and restricted cash balances:^(a)				
Continuing operations - beginning of year	<u>8,631</u>	5,294	416	1,395
Discontinued operations - beginning of year	=	—	140	134
Less: Discontinued operations - end of year	=	—	—	140
Continuing operations - end of year	<u>\$ 5,446</u>	\$ 8,631	\$ 5,2	\$ 416

(a) Restricted cash is included in other current assets on our consolidated balance sheets.

The accompanying notes are an integral part of these consolidated financial statements.

[Table of Contents](#)

Marathon Petroleum Corporation
Consolidated Statements of Equity and Redeemable Noncontrolling Interest

<i>(Shares in millions)</i>	Common Stock		Treasury Stock		Additional Paid-in	Retained	Accumulated Other Comprehensive	Non- controlling	Total Equity	Redeemable Non- controlling	
Balance as of December 31,										\$ 968	
Net income (loss)	—	—	—	—	—	(9,826) 9,738	—	(232) 1,163	(10,058) 10,901	84,100	
Dividends declared on common stock (\$2.32 per share)	—	—	—	—	—	(1,514) 1,483	—	—	(1,514) 483	—	
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(1,163) 349	(1,163) 349	(84,100)	
Other comprehensive loss	—	—	—	—	—	—	(192)	—	(192)	—	
Share-based compensation	2	—	—	(14)	92	—	—	8	86	—	
Equity transactions of MPLX	—	—	—	—	(41)	—	—	(5)	(46)	—	
Balance as of December	980	\$	(329)	\$	\$	\$ 4,650	\$	(51)	\$ 7,053	\$ 29,252	\$ 968
Net income	—	—	—	—	—	9,738	—	1,163	10,901	100	
Dividends declared on common	—	—	—	—	—	(1,483)	—	—	(1,483)	—	
Distributions to noncontrolling	—	—	—	—	—	—	—	(1,349)	(1,349)	(100)	
Other comprehensive income	—	—	—	—	—	—	445	—	445	—	
Shares repurchased	—	—	(76)	(4,740)	—	—	—	—	(4,740)	—	
Share-based compensation	4	—	—	(7)	147	—	—	4	144	—	
Equity transactions of MPLX	—	—	—	—	(93)	—	—	(461)	(554)	(3)	
Balance as of December	984	\$	(405)	\$	\$	\$ 12,905	\$	(6)	\$ 6,410	\$ 32,616	\$ 968
Net income	—	—	—	—	—	14,516	—	1,446	15,962	88	
Dividends declared on common	—	—	—	—	—	(1,279)	—	—	(1,279)	—	
Distributions to noncontrolling	—	—	—	—	—	—	—	(1,129)	(1,129)	(85)	
Other comprehensive income	—	—	—	—	—	—	69	—	69	—	
Shares repurchased	—	—	(131)	(11,933)	—	—	—	—	(11,933)	—	
Share-based compensation	6	—	—	(4)	260	—	—	4	260	—	
Balance as of December 31, 2023	993	\$ 10	(625)	\$ (43,502)	\$ 33,465	\$ 34,562	\$	(131)	\$ 6,100	\$ 30,504	\$ 89

The accompanying notes are an integral part of these consolidated financial statements.

Equity transactions of MPLX — (120) (327) (447) —

Notes to Consolidated Financial Statements

1. Description of the Business and Basis of Presentation

Description of the Business

We are a leading, integrated, downstream energy company headquartered in Findlay, Ohio. We operate [one of](#) the nation's largest refining ~~systems~~[systems](#). We sell refined products to wholesale marketing customers domestically and internationally, to buyers on the spot market and to independent entrepreneurs who operate branded outlets. We also sell transportation fuel to consumers through direct dealer locations under long-term supply contracts. MPC's midstream operations are primarily conducted through MPLX LP ("MPLX"), which owns and operates crude oil and light product transportation and logistics infrastructure as well as gathering, processing and fractionation assets. We own the general partner and a majority limited partner interest in MPLX.

On May 14, 2021, we completed the sale of Speedway, our company-owned and operated retail transportation fuel and convenience store business, to 7-Eleven, Inc. ("7-Eleven"). Speedway's results are reported separately as discontinued operations, net of tax, in our consolidated statements of income for all periods presented. In addition, we separately disclosed the operating and investing cash flows of Speedway as discontinued operations within our consolidated statements of cash flow. See Note 5 for discontinued operations disclosures.

Refer to Notes 6 and [4211](#) for additional information about our operations.

Basis of Presentation

All significant intercompany transactions and accounts have been eliminated.

~~In accordance with ASC 205, *Discontinued Operations*, intersegment sales from our Refining & Marketing segment to Speedway are no longer eliminated as intercompany transactions and are now presented within sales and other operating revenues, since we continue to supply fuel to Speedway subsequent to the sale to 7-Eleven. All periods presented have been retrospectively adjusted through the sale date of May 14, 2021 to reflect this change. Additionally, from August 2, 2020 through May 14, 2021, in accordance with ASC 360, *Property, Plant, and Equipment*, we ceased recording depreciation and amortization for Speedway's PP&E, finite-lived intangible assets and right of use lease assets.~~

2. Summary of Principal Accounting Policies

Principles Applied in Consolidation

These consolidated financial statements include the accounts of our majority-owned, controlled subsidiaries and MPLX. As of December 31, ~~2022~~[2023](#), we owned the general partner and approximately 65 percent of the outstanding MPLX common units. Due to our ownership of the general partner interest, we have determined that we control MPLX and therefore we consolidate MPLX and record a noncontrolling interest for the interest owned by the public. Changes in ownership interest in consolidated subsidiaries that do not result in a change in control are recorded as equity transactions.

Investments in entities over which we have significant influence, but not control, are accounted for using the equity method of accounting. This includes entities in which we hold majority ownership but the minority shareholders have substantive participating rights. Income from equity method investments represents our proportionate share of net income generated by the equity method investees.

Differences in the basis of the investments and the separate net asset values of the investees, if any, are amortized into net income over the remaining useful lives of the underlying assets and liabilities, except for any excess related to goodwill. Equity method investments are evaluated for impairment whenever changes in the facts and circumstances indicate an other than temporary loss in value has occurred. When the loss is deemed to be other than temporary, the carrying value of the equity method investment is written down to fair value.

Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the respective reporting periods. Actual results could differ from those estimates.

Revenue Recognition

We recognize revenue based on consideration specified in contracts or agreements with customers when we satisfy our performance obligations by transferring control over products or services to a customer. We made an accounting policy election that all taxes assessed by a governmental authority that are both imposed on and concurrent with a revenue-producing transaction and collected from our customers will be recognized on a net basis within sales and other operating revenues.

[Table of Contents](#)

Our revenue recognition patterns are described below by reportable segment:

- Refining & Marketing - The vast majority of our Refining & Marketing contracts contain pricing that is based on the market price for the product at the time of delivery. Our obligations to deliver product volumes are typically satisfied and revenue is recognized when control of the product transfers to our customers. Concurrent with the transfer of control, we typically receive the right to payment for the delivered product, the customer accepts the product and the customer

[Table of Contents](#)

has significant risks and rewards of ownership of the product. Payment terms require customers to pay shortly after delivery and do not contain significant financing components.

- Midstream - Midstream revenue transactions typically are defined by contracts under which we sell a product or provide a service. Revenues from sales of product are recognized when control of the product transfers to the customer. Revenues from services are recognized over time when the performance obligation is satisfied as services are provided in a series. We have elected to use the output measure of progress to recognize revenue based on the units delivered, processed or transported. The transaction prices in our Midstream contracts often have both fixed components, related to minimum volume commitments, and variable components, which are primarily dependent on volumes. Variable consideration will generally not be estimated at contract inception as the transaction price is specifically allocable to the services provided at each period end.

Refer to Note [2321](#) for disclosure of our revenue disaggregated by segment and product line and to Note [4211](#) for a description of our reportable segment operations.

Crude Oil and Refined Product Exchanges and Matching Buy/Sell Transactions

We enter into exchange contracts and matching buy/sell arrangements whereby we agree to deliver a particular quantity and quality of crude oil or refined products at a specified location and date to a particular counterparty and to receive from the same counterparty the same commodity at a specified location on the same or another specified date. The exchange receipts and deliveries are nonmonetary transactions, with the exception of associated grade or location differentials that are settled in cash. The matching buy/sell purchase and sale transactions are settled in cash. No revenues are recorded for exchange and matching buy/sell transactions as they are accounted for as exchanges of inventory. The exchange transactions are recognized at the carrying amount of the inventory transferred.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and on deposit and investments in highly liquid debt instruments with maturities of three months or less.

Short-Term Investments

Investments with a maturity date greater than three months that we intend to convert to cash or cash equivalents within a year or less are classified as short-term investments in our consolidated balance sheets. Additionally, in accordance with ASC 320, *Investments - Debt Securities*, we have classified all short-term investments as available-for-sale securities and changes in fair market value are reported in other comprehensive income.

Accounts Receivable and Allowance for Doubtful Accounts

Our receivables primarily consist of customer accounts receivable. Customer receivables are recorded at the invoiced amounts and generally do not bear interest. Allowances for doubtful accounts are generally recorded when it becomes probable the receivable will not be collected and are booked to bad debt expense. The allowance for doubtful accounts is the best estimate of the amount of probable credit losses in customer accounts receivable. We review the allowance quarterly and past-due balances over 150 days are reviewed individually for collectability.

We mitigate credit risk with master netting agreements with companies engaged in the crude oil or refinery feedstock trading and supply business or the petroleum refining industry. A master netting agreement generally provides for a once per month net cash settlement of the accounts receivable from and the accounts payable to a particular counterparty.

Leases

Contracts with a term greater than one year that convey the right to direct the use of and obtain substantially all of the economic benefit of an asset are accounted for as right of use assets.

Right of use asset and lease liability balances are recorded at the commencement date at present value of the fixed lease payments using a secured incremental borrowing rate with a maturity similar to the lease term because our leases do not provide implicit rates. We have elected to include both lease and non-lease components in the present value of the lease payments for all lessee asset classes with the exception of our marine and third-party contractor service equipment leases. The lease component of the payment for the marine and equipment asset classes is determined using a relative standalone selling price. See Note [2827](#) for additional disclosures about our lease contracts.

[Table of Contents](#)

As a lessor under ASU No. 2016-02, *Leases* ("ASC 842"), MPLX may be required to re-classify existing operating leases to sales-type leases upon modification and related reassessment of the leases. See Note [2827](#) for further information regarding our ongoing evaluation of the impacts of lease reassessments as modifications occur. The net investment in sales-type leases is recorded within receivables, net and other noncurrent assets on the consolidated balance sheets. These amounts are comprised of the present value of the sum of the future minimum lease payments representing the value of the lease receivable and the unguaranteed residual value of the lease assets. Management assesses the net investment in sales-type leases for recoverability quarterly.

[Table of Contents](#)

Inventories

Inventories are carried at the lower of cost or market value. Cost of inventories is determined primarily under the LIFO method. Costs for crude oil and refined product inventories are aggregated on a consolidated basis for purposes of assessing if the LIFO cost basis of these inventories may have to be written down to market value.

Fair Value

We account for certain assets and liabilities at fair value. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. We categorize each of our fair value measurements in one of these three levels based on the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments in active markets. Our Level 1 derivative assets and liabilities include exchange-traded contracts for crude oil and refined products measured at fair value with a market approach using the close-of-day settlement prices for the market. Commodity derivatives are covered under master netting agreements with an unconditional right to offset. Collateral deposits in futures commission merchant accounts covered by master netting agreements related to Level 1 commodity derivatives are classified as Level 1.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant inputs are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Where applicable, these models project future cash flows and discount the future amounts to a present value using market-based observable inputs including interest rate curves, credit spreads, and forward and spot prices for currencies. Our Level 2 investments include commercial paper, certificates of deposit, time deposits and corporate notes and bonds. Our Level 2 derivative assets and liabilities primarily include certain OTC contracts.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques, including option pricing models and discounted cash flow models. Our Level 3 assets and liabilities include goodwill, long-lived assets and intangible assets, when they are recorded at fair value due to an impairment charge and an embedded derivative liability relates to a natural gas purchase agreement embedded in a keep-whole processing agreement. Unobservable inputs used in the models are significant to the fair values of the assets and liabilities.

Derivative Instruments

We use derivatives to economically hedge a portion of our exposure to commodity price risk and, historically, to interest rate risk. Our use of selective derivative instruments that assume market risk is limited. All derivative instruments (including derivative instruments embedded in other contracts) are recorded at fair value. Certain commodity derivatives are reflected on the consolidated balance sheets on a net basis by counterparty as they are governed by master netting agreements. Cash flows related to derivatives used to hedge commodity price risk and interest rate risk are classified in operating activities with the underlying transactions.

Derivatives not designated as accounting hedges

Derivatives that are not designated as accounting hedges may include commodity derivatives used to hedge price risk on (1) inventories, (2) fixed price sales of refined products, (3) the acquisition of foreign-sourced crude oil, (4) the acquisition of ethanol for blending with refined products, (5) the sale of NGLs, (6) the purchase of natural gas ~~and~~, (7) the purchase of soybean oil and (8) the sale of propane. Changes in the fair value of derivatives not designated as accounting hedges are recognized immediately in net income.

Concentrations of credit risk

All of our financial instruments, including derivatives, involve elements of credit and market risk. The most significant portion of our credit risk relates to nonperformance by counterparties. The counterparties to our financial instruments consist primarily of major financial institutions and companies within the energy industry. To manage counterparty risk associated with financial instruments, we select and monitor counterparties based on an assessment of their financial strength and on credit ratings, if available. Additionally, we limit the level of exposure with any single counterparty.

[Table of Contents](#)

Property, Plant and Equipment

Property, plant and equipment are recorded at cost and depreciated on a straight-line basis over the estimated useful lives of the assets, generally 10 to 40 years for refining and midstream assets, 25 years for office buildings and 4 to 7 years for other miscellaneous fixed assets. Such assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. If the sum of the expected undiscounted future cash flows from the use of the asset group and its eventual disposition is less than the carrying amount of the asset group, an impairment assessment is performed and the excess of the book value over the fair value of the asset group is recorded as an impairment loss.

[Table of Contents](#)

When items of property, plant and equipment are sold or otherwise disposed of, any gains or losses are reported in net income. Gains on the disposal of property, plant and equipment are recognized when earned, which is generally at the time of closing. If a loss on disposal is expected, such losses are recognized when the assets are classified as held for sale.

Interest expense is capitalized for qualifying assets under construction. Capitalized interest costs are included in property, plant and equipment and are depreciated over the useful life of the related asset.

Goodwill and Intangible Assets

Goodwill represents the excess of the purchase price over the estimated fair value of the net assets acquired in the acquisition of a business. Goodwill is not amortized, but rather is tested for impairment at the reporting unit level annually and when events or changes in circumstances indicate that the fair value of a reporting unit with goodwill has been reduced below carrying value. If we determine, based on a qualitative assessment, that it is not more likely than not that a reporting unit's fair value is less than its carrying amount, no further impairment testing is required. If we do not perform a qualitative assessment or if that assessment indicates that further impairment testing is required, the fair value of each reporting unit is determined using an income and/or market approach which is compared to the carrying value of the reporting unit. If the carrying amount of the reporting unit exceeds its fair value, an impairment loss would be recognized in an amount equal to that excess, limited to the total amount of goodwill allocated to that reporting unit. The fair value under the income approach is calculated using the expected present value of future cash flows method. Significant assumptions used in the cash flow forecasts include future volumes, discount rates, and future capital requirements.

Amortization of intangibles with definite lives is calculated using the straight-line method, which is reflective of the benefit pattern in which the estimated economic benefit is expected to be received over the estimated useful life of the intangible asset. Intangibles subject to amortization are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the intangible may not be recoverable. If the sum of the expected undiscounted future cash flows related to the asset is less than the carrying amount of the asset, an impairment loss is recognized based on the fair value of the asset. Intangibles not subject to amortization are tested for impairment annually and when circumstances indicate that the fair value is less than the carrying amount of the intangible. If the fair value is less than the carrying value, an impairment is recorded for the difference.

Major Maintenance Activities

Costs for planned turnaround and other major maintenance activities are expensed in the period incurred. These types of costs include contractor repair services, materials and supplies, equipment rentals and our labor costs.

Environmental Costs

Environmental expenditures for additional equipment that mitigates or prevents future contamination or improves environmental safety or efficiency of the existing assets are capitalized. We recognize remediation costs and penalties when the responsibility to remediate is probable and the amount of associated costs can be reasonably estimated. The timing of remediation accruals coincides with completion of a feasibility study or the commitment to a formal plan of action. Remediation liabilities are accrued based on estimates of known environmental exposure and are discounted when the estimated amounts are reasonably fixed and determinable. If recoveries of remediation costs from third parties are probable, a receivable is recorded and is discounted when the estimated amount is reasonably fixed and determinable.

Asset Retirement Obligations

The fair value of asset retirement obligations is recognized in the period in which the obligations are incurred if a reasonable estimate of fair value can be made. The majority of our recognized asset retirement liability relates to conditional asset retirement obligations for removal and disposal of fire-retardant material from certain refining facilities. The remaining recognized asset retirement liability relates to other refining assets, certain pipelines and processing facilities and other related pipeline assets. The fair values recorded for such obligations are based on the most probable current cost projections.

Asset retirement obligations have not been recognized for some assets because the fair value cannot be reasonably estimated since the settlement dates of the obligations are indeterminate. Such obligations will be recognized in the period when sufficient information becomes available to estimate a range of potential settlement dates. The asset retirement obligations principally include the hazardous material disposal and removal or dismantlement requirements associated with the closure of certain refining, terminal, pipeline and processing assets.

[Table of Contents](#)

Our practice is to keep our assets in good operating condition through routine repair and maintenance of component parts in the ordinary course of business and by continuing to make improvements based on technological advances. As a result, we believe that generally these assets have no expected settlement date for purposes of estimating asset retirement obligations since the dates or ranges of dates upon which we would retire these assets cannot be reasonably estimated at this time.

[Table of Contents](#)

Income Taxes

Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of assets and liabilities and their tax bases. Deferred tax assets are recorded when it is more likely than not that they will be realized. The realization of deferred tax assets is assessed periodically based on several factors, primarily our expectation to generate sufficient future taxable income.

Share-Based Compensation Arrangements

The fair value of stock options granted to our employees is estimated on the date of grant using the Black-Scholes option pricing model. The model employs various assumptions based on management's estimates at the time of grant, which impact the calculation of fair value and ultimately, the amount of expense that is recognized over the vesting period of the stock option award. Of the required assumptions, the expected life of the stock option award and the expected volatility of our stock price have the most significant impact on the fair value calculation. The average expected life is based on our historical employee exercise behavior. The assumption for expected volatility of our stock price reflects a weighting of 50 percent of our common stock implied volatility and 50 percent of our common stock historical volatility.

The fair value of restricted stock awards granted to our employees is determined based on the fair market value of our common stock on the date of grant. The fair value of performance [unit awards](#) granted to our employees is [estimated on the date of grant determined using a Monte Carlo valuation model, which is updated quarterly, with appropriate mark-to-market adjustments made.](#)

Our share-based compensation expense is recognized based on management's estimate of the awards that are expected to vest, using the straight-line attribution method for all service-based awards with a graded vesting feature. [Awards expected to vest are estimated using the historical data of our own employees.](#) If actual forfeiture results are different than expected, adjustments to recognized compensation expense may be required in future periods. Unearned share-based compensation is charged to equity when restricted stock awards are granted. Compensation expense is recognized over the [vesting requisite service](#) period and is adjusted if conditions of the restricted stock award are not met.

Business Combinations

We recognize and measure the assets acquired and liabilities assumed in a business combination based on their estimated fair values at the acquisition date. Any excess or deficiency of the purchase consideration when compared to the fair value of the net tangible assets acquired, if any, is recorded as goodwill or gain from a bargain purchase. For material acquisitions, management engages an independent valuation specialist to assist with the determination of fair value of the assets acquired, liabilities assumed, noncontrolling interest, if any, and goodwill, based on recognized business valuation methodologies. An income, market or cost valuation method may be utilized to estimate the fair value of the assets acquired, liabilities assumed, and noncontrolling interest, if any, in a business combination. The income valuation method represents the present value of future cash flows over the life of the asset using: (i) discrete financial forecasts, which rely on management's estimates of revenue and operating expenses; (ii) long-term growth rates; and (iii) appropriate discount rates. The market valuation method uses prices paid for a reasonably similar asset by other purchasers in the market, with adjustments relating to any differences between the assets. The cost valuation method is based on the replacement cost of a comparable asset at prices at the time of the acquisition reduced for depreciation of the asset. If the initial accounting for the business combination is incomplete by the end of the reporting period in which the acquisition occurs, an estimate will be recorded. Subsequent to the acquisition date, and not later than one year from the acquisition date, we will record any material adjustments to the initial estimate based on new information obtained that would have existed as of the date of the acquisition. Any adjustment that arises from information obtained that did not exist as of the date of the acquisition will be recorded in the period of the adjustment. Acquisition-related costs are expensed as incurred in connection with each business combination.

Environmental Credits and Obligations

In order to comply with certain regulations, specifically the RFS2 requirements implemented by ~~the~~ EPA and the cap-and-trade emission reduction program and low carbon fuel standard implemented by state programs, we are required to reduce our emissions, blend certain levels of biofuels or obtain allowances or credits to offset the obligations created by our operations. In regard to each program, we record an asset, included in other current assets or other noncurrent assets on the consolidated balance sheets, for allowances or credits owned in excess of our anticipated current period compliance requirements. The asset value is based on the product of the excess allowances or credits as of the balance sheet date, if any, and the weighted average cost of those allowances or credits. We record a liability, included in other current liabilities or deferred credits and other liabilities on the consolidated balance sheets, when we are deficient allowances or credits based on the product of the deficient amount as of the balance sheet date, if any, [and based on either the fixed contract price or](#) the market price of the allowances or credits at the balance sheet date. The cost of allowances or credits used for compliance is reflected in cost of revenues on the consolidated statements of income. Any gains or losses on the sale or expiration of allowances or credits are classified as other income on the consolidated statements of income. Proceeds from the sale of allowances or credits are reported in investing activities - all other, net on the consolidated statements of cash flow.

[Table of Contents](#)

3. Accounting Standards

Recently Adopted

During 2023, we adopted ASU 2021-08, *Business Combinations (Topic 805): Accounting for Contract Assets and Contract Liabilities from Contracts with Customers*. The adoption of this accounting standard update did not have a material impact on our financial statements.

~~We adopted the following ASU during 2022, which did not have a material impact to our financial statements or financial statement disclosures:~~

ASU		Effective Date
2021-10	<i>Government Assistance (Topic 832): Disclosures by Business Entities about Government Assistance</i>	January 1, 2022

~~Assistance~~ **Not Yet Adopted**

[ASU 2023-09, Income Taxes \(Topic 740\): Improvements to Income Tax Disclosures](#)

In December 2023, the FASB issued an ASU to update income tax disclosure requirements to provide consistent categories and greater disaggregation of information in the rate reconciliation and to disaggregate income taxes paid by jurisdiction. This ASU is effective for fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied on a prospective basis, but retrospective application is permitted. We are currently evaluating the impact this ASU will have on our disclosures.

[ASU 2023-07, Segment Reporting \(Topic 280\): Improvements to Reportable Segment Disclosures](#)

In November 2023, the FASB issued an ASU to update reportable segment disclosure requirements primarily by requiring enhanced disclosures about significant segment expenses. This ASU is effective for fiscal years beginning after December 15, 2023, and for interim periods within fiscal years beginning after December 15, 2024. Early adoption is permitted. The amendments should be applied retrospectively to all prior periods presented in the financial statements. We are currently evaluating the impact this ASU will have on our disclosures.

[ASU 2023-01, Leases \(Topic 842\): Common Control Arrangements](#)

In March 2023, the FASB issued an ASU to amend certain provisions of ASC 842 that apply to arrangements between related parties under common control. The ASU amends the accounting for the amortization period of leasehold improvements in common-control leases for all entities and requires certain disclosures when the lease term is shorter than the useful life of the asset. This ASU is effective for fiscal years beginning after December 15, 2023, including interim periods within those fiscal years. Early adoption is permitted. We do not expect the application of this ASU to have a material impact on our consolidated financial statements or disclosures.

4. Short-Term Investments

Investments Components

The components of investments were as follows:

<i>(Millions of dollars)</i>	December 31, 2022 2023						
	Fair Value Level	Amortized Cost	Unrealized Gains Losses	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-term Investment s
Available-for-sale debt securities							
Commercial paper	Level 2	\$3,074.3	\$ -	\$ 3,073		\$ 1,106.28 1	\$ 1,967.2
Certificates of deposit and time deposits	Level 2	2,093.18 36	—	2,093	1.8	1,500.80 0	593.103 7
U.S. government securities	Level 1	1,074.78 5	—	1,074(1)	7	498	573.784
Corporate notes and bonds	Level 2	66.85	—	66		54	12.85
Total available-for-sale debt securities		\$6,304.5	\$ -	\$ 6,303(1)		\$ 3,158.10 81	\$ 3,145.4
Cash				5,467.4	4,362	5,467.4 62	—
Total				\$ 11,770 10,224		\$ 8,625.4	\$ 3,145.4

[Table of Contents](#)

December 31, ~~2021~~2022

<i>(Millions of dollars)</i>	Fair Value Level	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-term Investment
Available-for-sale debt securities							
Commercial paper	Level 2	\$4,905 ³	\$ —	\$ (\$4,904 ³	\$868 ¹	\$4,036 ¹
Certificates of deposit and time deposits	Level 2	2,024 ² 93	—	—	2,024 ² 3	750 ¹ 0	1,274 ⁵ 3
U.S. government securities	Level 1	281,071	—	—	281,071	—498	28573
Corporate notes and bonds	Level 2	274 ⁶	—	—	274 ⁶	6154	210 ¹²
Total available-for-sale debt securities		\$7,228 ⁶	\$ —	\$ (\$7,227 ⁶	\$1,679 ³	\$5,548 ³
Cash					3,612 ⁵ 7	3,612 ⁵ 67	—
Total					\$10,839	\$5,291 ⁸	\$5,548 ³

Our investment policy includes concentration limits and credit rating requirements which limits our investments to high quality, short term and highly liquid securities.

~~Unrealized losses on debt investments held from May 14, 2021, which coincides with the sale of Speedway, to December 31, 2022 were not material.~~ Realized gains/losses were not material. All of our available-for-sale debt securities held as of December 31, ~~2022~~2023 mature within one year or less or are readily available for use.

5. Discontinued Operations

On May 14, 2021, we completed the sale of Speedway, our company-owned and operated retail transportation fuel and convenience store business, to 7-Eleven for cash proceeds of approximately \$21.38 billion. After-tax proceeds were approximately \$17.22 billion. This transaction resulted in a pretax gain of \$11.68 billion (\$8.02 billion after income taxes) after deducting the book value of the net assets and certain other adjustments.

The transaction provided for adjustments for working capital and other miscellaneous items, which were finalized with 7-Eleven in the fourth quarter of 2022, resulting in an additional pretax gain of \$60 million.

Table of Contents

Results of operations for Speedway are reflected through the close of the sale. The following table presents Speedway results and the gain on sale as reported in income from discontinued operations, net of tax, within our consolidated statements of income.

(Millions of dollars)	2022	2021	2020
Revenues, other income and net gain on disposal of assets:			
Revenues and other income	\$ —	\$ —	\$ 19,920
Net gain on disposal of assets	60	11,682	4
Total revenues, other income and net gain on disposal of assets	60	20,102	19,920
Costs and expenses:			
Cost of revenues (excludes items below)	—	7,654	17,573
Depreciation and amortization	—	3	244
Selling, general and administrative expenses	—	121	323
Other taxes	—	75	193
Total costs and expenses	—	7,853	18,333
Income from operations	60	12,249	1,587
Net interest and other financial costs	—	6	20
Income before income taxes	60	12,243	1,567
Provision (benefit) for income taxes	(12)	3,795	362
Income from discontinued operations, net of tax	\$ 72	\$ —	\$ 1,205

Fuel Supply Agreements

During the second quarter of 2021, we entered into various 15-year fuel supply agreements through which we continue to supply fuel to Speedway.

6. Master Limited Partnership

We own the general partner and a majority limited partner interest in MPLX, which owns and operates crude oil and light product transportation and logistics infrastructure as well as gathering, processing and fractionation assets. We control MPLX through our ownership of the general partner interest and, as of December 31, ~~2022~~2023, we owned approximately 65 percent of the outstanding MPLX common units.

Unit Repurchase Program

On ~~November 2, 2020~~, MPLX announced the board authorization of a unit repurchase program for the repurchase of up to \$1.0 billion of MPLX's outstanding common units held by the public, which was exhausted ~~during the fourth quarter of~~ in 2022. On August 2, 2022, MPLX announced its board of directors approved ~~an incremental~~ a \$1.0 billion unit repurchase authorization. ~~The~~ This unit repurchase ~~authorizations have~~ authorization has no expiration date. MPLX may utilize various methods to effect the repurchases, which could include open market repurchases, negotiated block transactions, accelerated unit repurchases, tender offers or open market solicitations for units, some of which may be effected through Rule 10b5-1 plans. The timing and amount of future repurchases, if any, will depend upon several factors, including market and business conditions, and such repurchases may be discontinued at any time.

Total unit repurchases were as follows for the respective periods:

(In millions, except per share <u>unit</u> data)	2023	2021	2020
Number of common units repurchased	—	23	4
Cash paid for common units repurchased	\$ —	\$ —	\$ —
Average cost per unit	\$ —	\$ 2	\$ 22.5

As of December 31, ~~2022~~2023, MPLX had approximately \$846 million remaining under its unit repurchase ~~authorizations~~ authorization.

Table of Contents

Redemption of Business from MPLX

On July 31, 2020, Western Refining Southwest, Inc. (now known as Western Refining Southwest LLC) ("WRSW"), a wholly owned subsidiary of MPC, entered into a Redemption Agreement (the "Redemption Agreement") with MPLX, pursuant to which

MPLX transferred to WRSW all of the outstanding membership interests in Western Refining Wholesale, LLC, ("WRW") in exchange for the redemption of MPLX common units held by WRSW. The transaction effected the transfer to MPC of the Western wholesale distribution business that MPLX acquired as a result of its acquisition of Andeavor Logistics LP ("ANDX"). Beginning in the third quarter of 2020, the results of these operations are presented in MPC's Refining & Marketing segment.

At the closing, per the terms of Redemption Agreement, MPLX redeemed 18,582,088 MPLX common units (the "Redeemed Units") held by WRSW. The number of Redeemed Units was calculated by dividing WRW's aggregate valuation of \$340 million by the simple average of the volume-weighted average NYSE prices of an MPLX common unit for the ten trading days ending at market close on July 27, 2020. The transaction resulted in a minor decrease in MPC's ownership interest in MPLX.

Redemption of the Series B Preferred Units

As of December 31, 2022, MPLX had 600,000 preferred units ("Series B preferred units") representing limited partner interests of MPLX and having a liquidation value of \$1,000 per unit. On February 15, 2023, MPLX exercised its right to redeem all of the its 600,000 outstanding preferred units (the "Series B preferred units at the"). MPLX paid unitholders the Series B preferred unit redemption price of \$1,000 per unit. The final semi-annual distribution on the Series B preferred units was paid on February 15, 2023 in the usual manner.

The excess of the total redemption price of \$600 million paid to Series B preferred unitholders over the carrying value of the Series B preferred units on the redemption date resulted in a \$2 million net reduction to retained earnings. The Series B preferred units ~~are~~ were included in noncontrolling ~~interests~~ interest on our consolidated balance ~~sheets~~ sheet at December 31, 2022.

Agreements

We have various long-term, fee-based commercial agreements with MPLX. Under these agreements, MPLX provides transportation, storage, distribution and marketing services to us. With certain exceptions, these agreements generally contain minimum volume commitments. These transactions are eliminated in consolidation but are reflected as intersegment transactions between our Refining & Marketing and Midstream segments. We also have agreements with MPLX that establish fees for operational and management services provided between us and MPLX and for executive management services and certain general and administrative services provided by us to MPLX. These transactions are eliminated in consolidation but are reflected as intersegment transactions between ~~corporate and~~ our Corporate and Midstream ~~segments~~ segment.

Noncontrolling Interest

As a result of equity transactions of MPLX, we are required to adjust non-controlling interest and additional paid-in capital. Changes in MPC's additional paid-in capital resulting from changes in its ownership interest in MPLX were as follows:

(Millions of dollars)	2023	2022	2021
Decrease due to change in ownership	\$ (16 44)	\$ (166 164)	\$ (271 66)
Tax impact	44 —	73 44	(14) 73
Decrease in MPC's additional paid-in capital, net of tax	\$ (12 04)	\$ (93 120)	\$ (419 3)

7. Impairments

During 2021, we recognized \$69 million of impairment expense within our Midstream segment related to the divestiture, abandonment or closure of certain assets as detailed in the table below.

During the first quarter of 2020, the outbreak of COVID-19 caused overall deterioration in the economy and the environment in

which we operate. The related changes to our expected future cash flows, as well as a sustained decrease in share price, were considered triggering events requiring the performance of various tests of the carrying values of our assets. Triggering events requiring the performance of various tests of the carrying value of our Midstream assets were also identified by MPLX as a result of the overall deterioration in the economy and the environment in which MPLX and its customers operate, which led to a

Table of Contents

reduction in forecasted volumes processed by the systems operated by MarkWest Utica-EMG, L.L.C., MPLX's equity method investee, as well as a sustained decrease in the MPLX unit price. These tests resulted in the majority of the impairment charges in 2020, as discussed below.

The table below provides information related to the impairments recognized, along with the location of these impairments within the consolidated statements of income.

<i>(Millions of dollars)</i>	<i>Income Statement Line</i>	<i>2022</i>	<i>2021</i>	<i>2020</i>
Goodwill	Impairment expense	\$ —	\$ —	\$ 7,39
Equity method investments	Income (loss) from equity method investments	—	13	1,315
Long-lived assets	Impairment expense ^(e)	—	—	1,032
Long-lived assets	Depreciation and amortization	—	56	—
Total impairments		\$ —	\$ 69	\$ 9,74

(e) The amount of 2020 impairment expense not described in the narrative below is related to certain immaterial Midstream assets.

[Table of Contents](#)

Goodwill

During the first quarter of 2020, we recorded an impairment of goodwill of \$7.33 billion. The goodwill impairment within the Refining & Marketing segment was primarily driven by the effects of the COVID-19 pandemic and the decline in commodity prices. The impairment within the Midstream segment was primarily driven by additional information related to the slowing of drilling activity, which reduced production growth forecasts from MPLX's producer customers.

During the third quarter of 2020, we recorded an impairment of goodwill of \$64 million. The \$64 million of goodwill was transferred from our Midstream segment to our Refining & Marketing segment during the third quarter of 2020 in connection with the transfer to MPC of the MPLX wholesale distribution business as described in Note 6. The transfer required goodwill impairment tests for the transferor and transferee reporting units. Our Refining & Marketing reporting unit that recorded the \$64 million impairment expense has no remaining goodwill.

The fair values of the reporting units for the first quarter of 2020 goodwill impairment analysis were determined based on applying both a discounted cash flow method, or income approach, as well as a market approach. The discounted cash flow fair value estimate is based on known or knowable information at the measurement date. The significant assumptions that were used to develop the estimates of the fair values under the discounted cash flow method included management's best estimates of the expected future results and discount rates, which range from 9.0 percent to 13.5 percent across all reporting units. Significant assumptions that were used to estimate the MPLX Eastern Gathering and Processing and MPLX Crude Gathering reporting units' fair values under the discounted cash flow method included management's best estimates of the discount rate, as well as estimates of future cash flows, which are impacted primarily by producer customer's development plans, which impact future volumes and capital requirements. Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors. As a result, there can be no assurance that the estimates and assumptions made for purposes of the interim goodwill impairment test will prove to be an accurate prediction of the future. The fair value measurements for the individual reporting units' overall fair values represent Level 3 measurements.

Equity Method Investments

During the first quarter of 2020, we recorded equity method investment impairment charges totaling \$1.32 billion, of which \$1.25 billion related to MarkWest Utica EMG, L.L.C. and its investment in Ohio Gathering Company, L.L.C. The impairments were largely due to a reduction in forecasted volumes gathered and processed by the systems operated by the equity method investments. The fair value of the investments were determined based upon applying a discounted cash flow method, an income approach. The discounted cash flow fair value estimate is based on known or knowable information at the interim measurement date. The significant assumptions that were used to develop the estimate of the fair value under the discounted cash flow method include management's best estimates of the expected future cash flows, including prices and volumes, the weighted average cost of capital and the long-term growth rate. Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors. As a result, there can be no assurance that the estimates and assumptions made for purposes of the impairment test will prove to be an accurate prediction of the future. The fair value of these equity method investments represents a Level 3 measurement.

Long-lived Assets

Long-lived assets (primarily consisting of property, plant and equipment, intangible assets other than goodwill, and right of use assets) used in operations are assessed for impairment whenever changes in facts and circumstances indicate that the carrying value of the assets may not be recoverable based on the expected undiscounted future cash flow of an asset group. For purposes of impairment evaluation, long-lived assets must be grouped at the lowest level for which independent cash flows can be identified, which generally is the refinery and associated distribution system level for Refining & Marketing segment assets and the plant level or pipeline system level for Midstream segment assets. If the sum of the undiscounted estimated pretax cash flows is less than the carrying value of an asset group, fair value is determined, and the carrying value is written down to the determined fair value.

During the first quarter of 2020, we identified long-lived asset impairment triggers relating to all of our refinery asset groups within the Refining & Marketing segment as a result of decreases to the Refining & Marketing segment expected future cash flows. The cash flows associated with these assets were significantly impacted by the effects of the COVID-19 pandemic and commodity price declines. We performed recoverability tests for each refinery asset group by comparing the undiscounted estimated pretax cash flows to the carrying value of each asset group. Only the Gallup refinery's carrying value exceeded its undiscounted estimated pretax cash flows. It was determined that the fair value of the Gallup refinery's property, plant and equipment was less than the carrying value. As a result, we recorded a charge of \$142 million in the first quarter of 2020 to impairment expense on the consolidated statements of income. The fair value measurements for the Gallup refinery assets represent Level 3 measurements.

During the second quarter of 2020, we identified long-lived asset impairment triggers relating to all of our refinery asset groups within the Refining & Marketing segment, except the Gallup refinery as it had been impaired to its estimated salvage value in the first quarter, as a result of continued unfavorable macroeconomic conditions impacting the Refining & Marketing segment expected future cash flows. We performed recoverability tests for each refinery asset group by comparing the undiscounted estimated pretax cash flows to the carrying value of each asset group. All of these refinery asset groups' undiscounted estimated pretax cash flows exceeded their carrying value by at least 17 percent.

Table of Contents

The determination of undiscounted estimated pretax cash flows for the first and second quarter refinery asset group recoverability tests utilized significant assumptions including management's best estimates of the expected future cash flows, allocation of certain Refining & Marketing segment cash flows to the individual refinery asset groups, the estimated useful life of certain refinery asset groups, and the estimated salvage value of certain refinery asset groups.

On August 3, 2020, we announced our plans to evaluate possibilities to strategically reposition our Martinez refinery, including the potential conversion of the refinery into a renewable diesel facility. The facility is expected to ramp up to producing 730 million gallons per year by the end of 2023, with pretreatment capabilities coming online in 2023. As a result of the progression of these activities, we identified assets that would be repurposed and utilized in a renewable diesel facility configuration and assets that would be abandoned since they had no function in a renewable diesel facility configuration. This change in our intended use for the Martinez refinery is a long-lived asset impairment trigger for the assets that would be repurposed and remain as part of the Martinez asset group. We assessed the asset group for impairment by comparing the undiscounted estimated pretax cash flows to the carrying value of the asset group and the undiscounted estimated pretax cash flows exceeded the Martinez asset group carrying value. We recorded impairment expense of \$342 million for the abandoned assets as we are no longer using these assets and have no expectation to use these assets in the future. Additionally, as a result of our efforts to progress the conversion of Martinez refinery into a renewable diesel facility, MPLX cancelled in process capital projects related to its Martinez refinery logistics operations resulting in impairments of \$27 million in the third quarter of 2020.

In the fourth quarter of 2020, we concluded the evaluation of our intended use of MPLX terminal assets near the Gallup refinery and determined that the assets were abandoned, resulting in an impairment charge of \$67 million. Following this conclusion, we revised the estimate of the salvage value for the Gallup refinery asset group resulting in an additional \$44 million impairment charge. These charges are included in impairment expense on our consolidated statements of income.

The determinations of expected future cash flows and the salvage values of refineries, as described earlier, require considerable judgment and are sensitive to changes in underlying assumptions and factors. As a result, there can be no assurance that the estimates and assumptions made for purposes of our impairment analysis will prove to be an accurate prediction of the future. Should our assumptions significantly change in future periods, it is possible we may determine the carrying values of certain of our refinery asset groups exceed the undiscounted estimated pretax cash flows of their refinery asset groups, which would result in future impairment charges.

During the first quarter of 2020, MPLX identified an impairment trigger relating to asset groups within MPLX's Western Gathering and Processing ("G&P") reporting unit as a result of significant changes to expected future cash flows for these asset groups resulting from the effects of the COVID-19 pandemic. The cash flows associated with these assets were significantly impacted by volume declines reflecting decreased forecasted producer customer production as a result of lower commodity prices. MPLX assessed each asset group within the Western G&P reporting unit for impairment. It was determined that the fair value of the East Texas G&P asset group's underlying assets were less than the carrying value. As a result, MPLX recorded impairment charges totaling \$350 million related to its property, plant and equipment and intangibles, which are included in impairment expense on our consolidated statements of income. Fair value of property, plant and equipment was determined using a combination of an income and cost approach. The income approach utilized significant assumptions including management's best estimates of the expected future cash flows and the estimated useful life of the asset group. The cost approach utilized assumptions for the current replacement costs of similar assets adjusted for estimated depreciation and deterioration of the existing equipment and economic obsolescence. The fair value of the intangibles was determined based on applying the multi-period excess earnings method, which is an income approach. Key assumptions included management's best estimates of the expected future cash flows from existing customers, customer attrition rates and the discount rate. Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors. As a result, there can be no assurance that the estimates and assumptions made for purposes of the impairment analysis will prove to be an accurate prediction of the future. The fair value measurements for the asset group fair values represent Level-3 measurements.

8- Variable Interest Entities

Consolidated VIE

We control MPLX through our ownership of its general partner. MPLX is a VIE because the limited partners do not have substantive kick-out or participating rights over the general partner. We are the primary beneficiary of MPLX because in addition to our significant economic interest, we also have the ability, through our ownership of the general partner, to control the decisions that most significantly impact MPLX. We therefore consolidate MPLX and record a noncontrolling interest for the interest owned by the public. We also record a redeemable noncontrolling interest related to MPLX's Series A preferred units.

The creditors of MPLX do not have recourse to MPC's general credit through guarantees or other financial arrangements, except as noted. MPC has effectively guaranteed certain indebtedness of LOOP LLC ("LOOP") and LOCAP LLC ("LOCAP"), in which MPLX holds an interest. See Note 2928 for more information. The assets of MPLX can only be used to settle its own obligations and its creditors have no recourse to our assets, except as noted earlier.

Table of Contents

The following table presents balance sheet information for the assets and liabilities of MPLX, which are included in our consolidated balance sheets.

<i>(Millions of dollars)</i>	December 31, 2022 2023	December 31, 2021 2022
Assets		
Cash and cash equivalents	234 \$ 1,048	\$ 43 238
Receivables, less allowance for doubtful accounts	747 836	660 747
Inventories	448 159	142 148
Other current assets	58 33	55 56
Equity method investments	4,098 3,743	3,984 4,095
Property, plant and equipment, net	18,848 19,264	20,042 18,848
Goodwill	7,645	7,657 7,645
Right of use assets	283 264	268 283
Other noncurrent assets	1,584 1,644	894 1,664

Table of Contents

<u>(Millions of dollars)</u>	<u>December 31,</u>	<u>December 31,</u>
Liabilities		
Accounts payable	\$ 664,723	\$ 674,664
Payroll and benefits payable	4—	64
Accrued taxes	67,79	75,67
Debt due within one year	988,135	499,988
Operating lease liabilities	46,45	59,46
Other current liabilities	338,336	304,338
Long-term debt	18,808,19, 296	18,072,18, 808
Deferred income taxes	13,16	10,13
Long-term operating lease liabilities	230,211	205,230
Deferred credits and other liabilities	366,476	559,366

Non-Consolidated VIEs

Martinez Renewables Green Bison Soy Processing, LLC

~~On September 21, 2022, MPC closed on the formation of the Martinez Renewable Fuels joint venture (the “Martinez Renewable joint venture”) with Neste Corporation (“Neste”). We determined that, as of the closing date, Martinez Renewables LLC is a VIE because the entity does not have sufficient equity to complete the modification of the plant to produce renewable fuels without additional financial support from its owners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.~~
We formed a joint venture with Archer-Daniels-Midland Company (“ADM”) for the production of soybean oil to supply rapidly growing demand for renewable diesel fuel. The joint venture, which is named Green Bison Soy Processing, LLC, owns and operates a soybean processing complex in Spiritwood, North Dakota, with ADM owning 75 percent of the joint venture and MPC owning 25 percent. Green Bison Soy Processing, LLC is a VIE since it is unable to fund its operations without financial support from its equity owners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.

Capline LLCLF Bioenergy Acquisition

~~On March 8, 2023, MPC announced the acquisition of a 49.9 percent interest in LF Bioenergy. LF Bioenergy is a VIE since it is unable to fund its operations without financial support from its equity owners and is a VIE. Our maximum exposure to loss as a result of our involvement with Capline LLC includes our equity method investment, any additional capital contribution commitments and any operating expenses incurred by Capline LLC in excess of compensation received for performance of the operating services. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.~~

Martinez Renewables LLC

On September 21, 2022, MPC closed on the formation of the Martinez Renewables LLC joint venture. We determined that, as of the closing date, Martinez Renewables LLC is a VIE because the entity does not have sufficient equity to complete the modification of the plant to produce renewable fuels without additional financial support from its owners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.

Crowley Coastal Partners

We have determined that Crowley Coastal Partners LLC (“Crowley Coastal Partners”) is a VIE based on the terms of the existing financing arrangement for Crowley Blue Water Partners LLC (“Crowley Blue Water Partners”) and the associated debt guarantee by MPC and Crowley Maritime Corporation. Our maximum exposure to loss includes our equity method investment in Crowley Coastal Partners and the debt guarantees provided to each of the lenders to Crowley Blue Water Partners. We are not the primary beneficiary of this VIE because we do not have the ability to control the activities that significantly influence the economic outcomes of the entity and, therefore, do not consolidate the entity.

MPLX VIEs

For those entities that have been deemed to be VIEs, neither MPLX nor any of its subsidiaries have been deemed to be the primary beneficiary due to voting rights on significant matters. While we have the ability to exercise influence through participation in the management committees which make all significant decisions, we have equal influence over each committee as a joint interest partner and all significant decisions require the consent of the other investors without regard to economic

[Table of Contents](#)

interest and as such we have determined that these entities should not be consolidated and apply the equity method of accounting with respect to our investments in each entity.

Sherwood Midstream LLC (“Sherwood Midstream”) has been deemed the primary beneficiary of Sherwood Midstream Holdings LLC (“Sherwood Midstream Holdings”) due to its controlling financial interest through its authority to manage the joint venture. As a result, Sherwood Midstream consolidates Sherwood Midstream Holdings.

MPLX’s maximum exposure to loss as a result of its involvement with equity method investments includes its equity investment, any additional capital contribution commitments and any operating expenses incurred by the subsidiary operator in excess of its compensation received for the performance of the operating services.

We account for our ownership interest in each of these investments as an equity method investment. See Note [4615](#) for ownership percentages and investment balances and Note [2928](#) for our exposure to guarantees related to our non-consolidated VIEs.

98. Related Party Transactions

Transactions with related parties were as follows:

<i>(Millions of dollars)</i>	<u>2023</u>	2022	2021
2020			
Sales to related parties	\$ <u>915</u>	\$ 144	\$
93	\$ 423		
Purchases from related parties	<u>1,818</u>	1,175	
962	738		

Sales to related parties, which are included in sales and other operating revenues, consist primarily of refined product sales and renewable feedstock sales to certain of our equity affiliates.

Purchases from related parties are included in cost of revenues. We obtain utilities, transportation services and purchase ethanol [and renewable fuels](#) from certain of our equity affiliates.

409. Earnings Per Share

We compute basic earnings ~~(loss)~~ per share by dividing net income ~~(loss)~~ attributable to MPC less income allocated to participating securities by the weighted average number of shares of common stock outstanding. Since MPC grants certain incentive compensation awards to employees and non-employee directors that are considered to be participating securities, we have calculated our earnings ~~(loss)~~ per share using the two-class method. Diluted income ~~(loss)~~ per share assumes exercise of certain share-based compensation awards, provided the effect is not anti-dilutive.

<i>(In millions, except per share data)</i>	<u>2022</u> <u>2023</u>	<u>2022</u>	2021	<u>2020</u>
Income (loss) from continuing operations, net of tax	\$ 15,978 <u>11,172</u>	\$ <u>15,978</u>	\$ 2,188	\$ (11,18)
Less: Net income (loss) attributable to noncontrolling interest	1,534 <u>(1,491)</u>	<u>(1,534)</u>	(1,263)	(151)
Net income allocated to participating securities	8 <u>(7)</u>	<u>(8)</u>	(2)	4
<u>Redemption of preferred units</u>	<u>(2)</u>	—		—
Income (loss) from continuing operations available to common stockholders	14,436 <u>9,672</u>	<u>14,436</u>	1,288	(11,032)
Income from discontinued operations, net of tax	72 <u>—</u>	<u>72</u>	8,448	1,205
Income (loss) available to common stockholders	\$ 14,508 <u>9,672</u>	\$ <u>14,508</u>	\$ 9,736	\$ (9,82)
Weighted average common shares outstanding:				
Basic	512 <u>407</u>	<u>512</u>	634	649
Effect of dilutive securities	4 <u>—</u>	<u>4</u>	4	—
Diluted	516 <u>409</u>	<u>516</u>	638	649

Table of Contents

<i>(In millions, except per share data)</i>	2022	2021		2020
Income (loss) available to common stockholders per share:				
Basic:				
Continuing operations	\$ 28.17 23.73	\$ 28.17	\$ 2	\$ (16.9)
Discontinued operations	0.14	0.14	13.31	1.86
Net income (loss) per share	\$ 28.31 23.73	\$ 28.31	\$ 15	\$ (15.1)
Diluted:				
Continuing operations	\$ 27.98 23.63	\$ 27.98	\$ 2	\$ (16.9)
Discontinued operations	0.14	0.14	13.22	1.86
Net income (loss) per share	\$ 28.12 23.63	\$ 28.12	\$ 15	\$ (15.1)

The following table summarizes the shares that were anti-dilutive, and therefore, were excluded from the diluted share calculation.

<i>(In millions)</i>	2023	2022	2021
Shares issuable under share-based compensation plans	—	—	—
3	11	—	—

4110. Equity

~~We announced our board of directors approved a \$5.0 billion share repurchase authorization on February 2, 2022, which was exhausted during the fourth quarter of 2022, and an additional \$5.0 billion share repurchase authorization on August 2, 2022. These authorization have no expiration date.~~

On October 25, 2023, MPC announced that our board of directors approved a \$5.0 billion share repurchase authorization in addition to the \$5.0 billion share authorizations announced on January 31, 2023 and May 2, 2023. Share repurchase authorizations since 2012 totaled \$50.05 billion. As of December 31, 2023, \$6.78 billion remained available for repurchase under these share repurchase authorizations. These share repurchase authorizations have no expiration date.

We may utilize various methods to effect the repurchases, which could include open market repurchases, negotiated block transactions, tender offers, accelerated share repurchases or open market solicitations for shares, some of which may be effected through Rule 10b5-1 plans. The timing and amount of future repurchases, if any, will depend upon several factors, including market and business conditions, and such repurchases may be suspended or discontinued at any time.

Total share repurchases were as follows for the respective periods:

<i>(In millions, except per share data)</i>	2023	2022	2021	2020
Number of shares repurchased	89	131	76	—
Cash paid for shares repurchased	\$ 11,572	\$ 11,922	\$ 4	\$ —
Average cost per share ^(a)	\$ 131.27	\$ 91.20	\$ 6	\$ —

~~As of December 31, 2022, MPC had \$3.33 billion remaining under its share repurchase authorizations, which reflects the repurchase of 830,000 common shares for \$96 million that settled in the first quarter of 2023.~~

^(a) The average cost per share for the 2023 period includes excise tax on share repurchases resulting from the Inflation Reduction Act of 2022, but does not reduce the share repurchase authorization.

The number of shares repurchased shown above and the amount remaining available under the share repurchase authorizations reflect the repurchase of 489,190 common shares for \$73 million that were transacted in the fourth quarter of 2023 and settled in the first quarter of 2024.

[Table of Contents](#)

4211. Segment Information

We have two reportable segments: Refining & Marketing and Midstream. Each of these segments is organized and managed based upon the nature of the products and services it offers.

- Refining & Marketing – refines crude oil and other feedstocks, including renewable feedstocks, at our refineries in the Gulf Coast, Mid-Continent and West Coast regions of the United States, purchases refined products and ethanol for resale and distributes refined products, including renewable diesel, through transportation, storage, distribution and marketing services provided largely by our Midstream segment. We sell refined products to wholesale marketing customers domestically and internationally, to buyers on the spot market, to independent entrepreneurs who operate primarily Marathon® branded outlets and through long-term fuel supply contracts with direct dealers who operate locations mainly under the ARCO® brand.
- Midstream – ~~gathers,~~ transports, stores, ~~and~~ distributes ~~and markets~~ crude oil ~~and,~~ refined ~~products, including renewable diesel, and other hydrocarbon-based~~ products principally for the Refining & Marketing segment via refining logistics assets, pipelines, terminals, towboats and barges; gathers, processes and transports natural gas; and ~~gathers,~~ transports, fractionates, stores and markets NGLs. The Midstream segment primarily reflects the results of MPLX.

Table of Contents

During the first quarter of 2022, our chief operating decision maker (“CODM”) began to evaluate the performance of our segments using segment adjusted EBITDA. We have modified our presentation of segment performance to be consistent with this change, including prior periods presented for consistent and comparable presentation. Our CODM is the chief executive officer. Amounts included in income (loss) from continuing operations before income taxes and excluded from adjusted EBITDA include: (i) depreciation and amortization; (ii) net interest and other financial costs; (iii) turnaround expenses and (iv) other adjustments as deemed necessary. These items are either: (i) believed to be non-recurring in nature; (ii) not believed to be allocable or controlled by the segment; or (iii) not tied to the operational performance of the segment. Assets by segment are not a measure used to assess the performance of the company by the CODM and thus are not reported in our disclosures.

<i>(Millions of dollars)</i>	2022 2023	2021 2022	2020 2021
Segment adjusted EBITDA for reportable segments			
Refining & Marketing	19,26413,551	\$ 3,51819,261	\$ (1,939)3,51
Midstream	5,7726,171	5,4105,772	5,0645,410
Total reportable segments	\$ 25,03319,722	\$ 8,92825,033	\$ 3,1228,92
<i>(Millions of dollars)</i>			
Reconciliation of segment adjusted EBITDA for reportable segments to income (loss) from continuing operations before income taxes			
Total reportable segments	\$ 25,03319,722	\$ 8,92825,033	\$ 3,1228,92
Corporate	(698)737	(587)698	(635)587
Refining planned turnaround costs	(1,201)	(1,122)	(582)
Garyville incident response costs	(16)	—	—
Storm impacts	—	(70)	—(70)
LIFO inventory (charge) credit	148(145)	—148	(561)—
Gain on sale of assets ^(a)	1,058198	—1,058	66—
Renewable volume obligation requirements ^(b)	238—	—238	—
Litigation	27—	—27	84—
Impairments ^(c)	—	(13)	(9,744)13
Idling facility expenses	—	(12)	—(12)
Restructuring expenses ^(d)	—	—	(367)
Transaction related costs ^(e)	—	—	(8)
Depreciation and amortization	(3,215)3,307	(3,364)3,215	(3,375)3,364
Net interest and other financial costs	(1,000)525	(1,483)1,000	(1,365)1,483
Income (loss) from continuing operations before income taxes	\$ 20,46913,989	\$ 2,81720,469	\$ (13,612)2,81

(a) 2023 includes the gain associated with the remeasurement of MPLX's existing equity investment in MarkWest Torñado GP, L.L.C., arising from the acquisition of the remaining 40 percent interest and the gain on the sale of our interest in South Texas Gateway Terminal LLC. 2022 includes the non-cash \$549 million gain related to the contribution of assets by MPC on the formation of the Martinez Renewables LLC joint venture and the non-cash \$509 million gain on lease reclassification. See Note 16 Notes 15 and 2827 for additional information.

(b) Represents retroactive changes in renewable volume obligation requirements published by the EPA in June 2022 for the 2020 and 2021 annual obligations.

(c) 2021 reflects impairments of equity method investments. 2020 reflects impairments of goodwill, equity method investments and long-lived assets. See Note 7.

(d) See Note 19.

(e) 2020 includes costs incurred in connection with the Midstream strategic review and other related efforts. Costs incurred in connection with the Speedway separation are included in discontinued operations. See Note 5.

[Table of Contents](#)

(Millions of dollars)	2023	2022	2021	2020
Sales and other operating revenues				
Refining & Marketing				
Revenues from external customers ^(a)	\$ <u>143,468</u>	\$ 172,087	\$ 115	\$ 66,14
Intersegment revenues	107	118	144	67
Refining & Marketing segment revenues	<u>143,575</u>	172,205	115,494	66,247
Midstream				
Revenues from external customers ^(a)	<u>4,911</u>	5,366	4,633	3,599
Intersegment revenues	<u>5,597</u>	5,224	4,986	4,839
Midstream segment revenues	<u>10,508</u>	10,590	9,619	8,438
Total segment revenues	<u>154,083</u>	182,795	125,113	74,685
Less: intersegment revenues	<u>5,704</u>	5,342	5,130	4,906
Consolidated sales and other operating revenues	\$ <u>148,379</u>	\$ 177,453	\$ 119	\$ 69,77

(a) Includes Refining & Marketing intercompany sales to Speedway prior to May 14, 2021 and related party sales. See Notes 5 and 98 for additional information.

(Millions of dollars)	2023	2022	2021
Income (loss) from equity method investments			
Refining & Marketing	\$ <u>7</u>	\$ 31	\$ 259
Midstream	<u>735</u>	624	378
Corporate ^(a)	<u>—</u>	—	(1,351)
Consolidated income (loss) from equity method investments	\$ <u>742</u>	\$ 655	\$ (93)

Table of Contents

(Millions of dollars)

	2023	2022	2021
Depreciation and amortization			
Refining & Marketing	\$ 1,887	\$ 1,850	\$ 1,871
Midstream	1,320	1,310	1,329
Corporate ^(b)	100	55	165
Consolidated depreciation and amortization	\$ 3,307	\$ 3,215	\$ 3,365
Capital expenditures			
Refining & Marketing	\$ 1,311	\$ 1,508	\$ 91
Midstream	1,105	1,069	731
Segment capital expenditures and investments	2,416	2,577	1,642
Less investments in equity method investees	480	405	210
Plus:			
Corporate	83	108	105
Capitalized interest	55	103	68
Consolidated capital expenditures ^(c)	\$ 2,074	\$ 2,383	\$ 1,600

(a) Impairment of equity method investment. See Note 7.

(b) 2021 includes an impairment of \$56 million. See Note 7.

(c) Includes changes in capital expenditure accruals. See Note 2422 for a reconciliation of total capital expenditures to additions to property, plant and equipment as reported in the consolidated statements of cash flows.

Since we will continue to supply fuel to Speedway subsequent to the sale to 7-Eleven, we have reported intersegment sales to Speedway, that were previously eliminated in consolidation, as third party sales. All periods presented have been retrospectively adjusted through the sale date of May 14, 2021 to reflect this change. No single customer accounted for more than 10 percent of annual revenues for the year ended December 31, 2023. Sales to Speedway/7-Eleven from the Refining & Marketing segment represented 10 percent, 11 percent and 11 percent of our total annual revenues for the years ended December 31, 2022, and 2021 and 2020, respectively. See Note 2321 for the disaggregation of our revenue by segment and product line.

Table of Contents

We do not have significant operations in foreign countries. Therefore, revenues in foreign countries and long-lived assets located in foreign countries, including property, plant and equipment and investments, are not material to our operations.

13.12. Net Interest and Other Financial Costs

Net interest and other financial costs were as follows:

<i>(Millions of dollars)</i>	<u>2023</u>	2022	2021	2020
Interest income	\$ (530)	\$ (191)	\$	\$
Interest expense	1,325	1,299	1,340	1,462
Interest capitalized	(60)	(104)	(73)	(129)
Pension and other postretirement non-service costs ^(a)	(89)	3	64	11
(Gain) loss on extinguishment of debt	<u>9</u>	2	133	(9)
Investments - net premium (discount) amortization	(142)	(30)	(1)	39
Other financial costs	<u>12</u>	21	34	39
Net interest and other financial costs	<u>\$ 525</u>	\$ 1,000	\$ 1,400	\$ 1,366

^(a) See Note 26.

14. Income Taxes

The provision (benefit) for income taxes from continuing operations consisted

(Millions of dollars)

^(a) See Note 25.

[Table of Contents](#)

[13. Income Taxes](#)

The provision for income taxes from continuing operations consisted of:

<u>(Millions of dollars)</u>	<u>2023</u>	<u>of:</u> <u>2022</u>	<u>2021</u>
Current:			
Federal	\$ <u>2,359</u>	\$ 3,565	\$ 380
State and local	<u>475</u>	629	48
Foreign	<u>11</u>	7	5
Total current	<u>2,845</u>	4,201	433
Deferred:			
Federal	<u>18</u>	191	(164)
State and local	<u>(46)</u>	98	(6)
Foreign	<u>—</u>	1	1
Total deferred	<u>(28)</u>	290	(169)
Income tax provision (benefit)	<u>\$ 2,817</u>	\$ 4,491	\$ 264

Our effective tax rate for the year ended December 31, [2023 was lower than the U.S. statutory rate primarily due to permanent tax benefits related to net income attributable to noncontrolling interests, partially offset by state taxes.](#)

[Our effective tax rate for the year ended December 31, 2022](#) was higher than the ~~tax computed at the~~ U.S. statutory rate primarily due to state taxes, partially offset by permanent tax benefits related to net income attributable to noncontrolling interests.

Our effective tax rate for the year ended December 31, 2021 was lower than the ~~tax computed at the~~ U.S. statutory rate primarily due to permanent tax benefits related to net income attributable to noncontrolling interests and an increase in benefit related to the net operating loss ("NOL") carryback provided under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), partially offset by state taxes ~~and local income taxes.~~

~~Our effective income tax benefit rate for the year ended December 31, 2020 was lower than the tax benefit computed at the U.S. statutory rate due to a significant amount of our pre-tax loss consisting of non-deductible goodwill impairment charges, partially offset by the tax rate differential resulting from the NOL carryback provided under the CARES Act. Additionally, our non-controlling interest in MPLX generally provides an effective tax rate benefit since the tax associated with these ownership interests is paid by those interests, but this benefit was lower for the year ended December 31, 2020 due to impairment charges recorded by MPLX.~~

Table of Contents

A reconciliation of the federal statutory income tax rate to the effective tax rate applied to income ~~(loss)~~ from continuing operations before income taxes follows:

	<u>2023</u>		2022		2021
Federal statutory rate	21	%	21	%	21
State and local income taxes, net of federal income tax effects	<u>32</u>		<u>23</u>		2
Goodwill impairment	—		—		(8)
Noncontrolling interests	(2)		(9)		(9)
—Legislation	—		(3)		4
Other	<u>(1)</u>		<u>(2)</u>		<u>(12)</u>
Effective tax rate applied to income (loss) from continuing operations before income taxes	<u>22</u>	%	<u>9</u>	%	<u>18</u>

Table of Contents

On March 27, 2020, the CARES Act was enacted by Congress and signed into law by President Trump in response to the COVID-19 pandemic. The CARES Act contained a NOL carryback provision which allowed MPC to carryback our 2020 taxable loss to 2015 and later years. The five-year NOL carryback is available for all businesses producing taxable losses in 2018 through 2020. Based on the NOL carryback, as provided by the CARES Act, we realized a cumulative income tax benefit of \$2.30 billion. We received \$1.55 billion of the income tax benefit in cash during the fourth quarter of 2021, an additional \$690 million was realized as an offset to 2021 income tax liability payment obligations and we expect to receive the remaining \$59 million refund during 2023.

Deferred tax assets and liabilities resulted from the following:

(Millions of dollars)	December 31,	
	2022	2022
	2021	2023
Deferred tax assets:		
Employee benefits	\$ 481,549	\$ 496,481
Environmental remediation	84,89	94,84
Finance lease obligations	374,365	339,371
Operating lease liabilities	224,229	263,224
Net operating loss carryforwards	44	122,44
Tax credit carryforwards	20,10	19,20
Goodwill and other intangibles	58,71	35,56
Other	44,68	58,44
Total deferred tax assets	1,324,142	1,422,132
Deferred tax liabilities:		
Property, plant and equipment	2,656,268	2,716,26
Inventories	686,627	717,686
Investments in subsidiaries and affiliates	3,660,370	3,350,36
Right of use assets	223,230	257,223
Other	211	182
Total deferred tax liabilities	7,227,258	7,068,727
Net deferred tax liabilities	\$ 5,903,583	
\$	5,636,903	

Net deferred tax liabilities were classified in the consolidated balance sheets as follows:

(Millions of dollars)	December 31,	
	2022	2021
Assets:		
Other noncurrent	\$	\$
Liabilities:		
Deferred income taxes	5,904	5,638
Net deferred tax liabilities	\$	\$ 5,638

Table of Contents

	December 31,	
(Millions of dollars)	2023	2022
<u>Assets:</u>		
Other noncurrent assets	\$ 1	\$ 1
<u>Liabilities:</u>		
Deferred income taxes	5,834	5,904
<u>Net deferred tax liabilities</u>	<u>\$ 5,833</u>	<u>\$ 5,903</u>

At ~~both~~ December 31, 2023 and 2022 ~~and 2021~~, federal operating loss carryforwards were \$3 million and \$4 million, respectively, which includes a mix of indefinite carryforward ability and expiration periods ranging from 2032 through 2037~~2034~~. As of December 31, 2023 and 2022 ~~and 2021~~, state and local operating loss and tax credit carryforwards were \$40~~31~~ million and \$128~~40~~ million, respectively, which includes a mix of indefinite carryforward ability and expiration periods ranging from 2023~~2025~~ through 2040. ~~As of~~At both December 31, 2023 and December 31, 2022 ~~and 2021~~, foreign operating loss carryforwards were \$20 million ~~and \$9 million, respectively~~, which includes expiration periods ranging from 2029~~2027~~ through 2043.

As of December 31, 2023 and 2022 ~~and 2021~~, \$49~~28~~ million and \$38~~49~~ million of valuation allowances have been recorded related to income taxes, primarily related to realizability of foreign tax operating losses and related deferred tax assets.

MPC is continuously undergoing examination of its U.S. federal income tax returns by the Internal Revenue Service ("IRS"). Since 2012, we have continued to participate in the Compliance Assurance Process ("CAP"). CAP is a real-time audit of the U.S. ~~Federal~~federal income tax return that allows the IRS, working in conjunction with MPC, to determine tax return compliance with the U.S. ~~Federal~~federal tax law prior to filing the return. This program provides us with greater certainty about our tax liability for years under examination by the IRS. ~~During the fourth quarter of 2021, an IRS audit was initiated for~~ MPLX and its subsidiaries are undergoing examination of its U.S. federal income tax returns by the IRS for the tax year 2019 and ~~continued during 2022~~tax year 2021. We do not believe the eventual outcome of such ~~audit~~audits will have a material impact on our financial statements as of December 31, 2022~~2023~~.

Further, we are routinely involved in U.S. state income tax audits. We believe all other audits will be resolved with the amounts provided for these liabilities. As of December 31, 2022~~2023~~, we have various state and local income tax returns subject to examination for years 2006 through 2024~~2022~~, depending on jurisdiction.

Table of Contents

The following table summarizes the activity in unrecognized tax benefits:

(Millions of dollars)	20		20	20	20			
	22		22	21	20			
	20		22	21	20			
	23		22	21	20			
January 1 balance	\$	57	\$	37	\$	23	\$	32
Additions for tax positions of current year		=		—		6		—
Additions for tax positions of prior years		8		38		19		42
Reductions for tax positions of prior years		(6)		(2)		(4)		(18)
Settlements		(20)		(15)		(6)		(3)
Statute of limitations		(1)		(1)		(1)		
December 31 balance	\$	38	\$	57	\$	37	\$	23

If the unrecognized tax benefits as of December 31, ~~2022~~2023 were recognized, \$4932 million would affect our effective income tax rate. There were \$294 million of uncertain tax positions as of December 31, ~~2022~~2023 for which it is reasonably possible that the amount of unrecognized tax benefits would significantly decrease during the next twelve months.

Interest and penalties related to income taxes are recorded as part of the provision for income taxes. Such interest and penalties were net expenses (benefits) of less than \$(1) million, \$1 million, \$(2) million and \$(192) million in 2023, 2022, and 2021 ~~and 2020~~, respectively. As of

At both December 31, 2023 and December 31, ~~2022 and 2021~~, \$4 million and \$6 million of interest and penalties receivables (payables) were accrued related to income taxes, respectively.

1514. Inventories

(Millions of dollars)	December 31,					
	2023	2022	2021			
Crude oil	\$	3,211	\$	3	\$	2,600
Refined products		4,940		4,748		4,460
Materials and supplies		1,166		1,032		956
Total	\$	9,317	\$	8	\$	8,016

The LIFO method accounted for 87 percent and 88 percent of total inventory value at ~~both~~ December 31, 2023 and 2022 ~~and 2021, respectively~~. Current acquisition costs were estimated to exceed the LIFO inventory value by \$3.72 billion as of December 31, 2022. There was \$2.84 billion excess of replacement or current cost over our stated LIFO cost at December 31, ~~2021~~2023 and 2022 by \$2.77 billion and \$3.72 billion, respectively.

The cost of inventories of crude oil and refined products is determined primarily under the LIFO method.

15. Equity Method Investments

MarkWest Torñado GP, L.L.C.

On December 15, 2023, MPLX used \$303 million of cash on hand to purchase the remaining 40 percent interest in MarkWest Torñado GP, L.L.C. ("Torñado") for approximately \$270 million, including cash paid for working capital, and to extend the term of a gathering and processing agreement for approximately \$33 million. As a result of this transaction, this entity is now consolidated and included in our consolidated financial results. It was previously accounted for as an equity method investment. Torñado provides natural gas gathering and processing related services in the Permian basin. The results for this business are reported within our Midstream segment.

At December 15, 2023, the carrying value of MPLX's 60 percent equity investment in Torñado was \$311 million. Upon acquisition of the remaining 40 percent member interest, the existing equity investment was remeasured to fair value resulting in the recognition of a \$92 million gain, which was presented in the net gain on disposal of assets line on the accompanying consolidated statements of income. The fair value of the previously-held equity method investment was primarily based on the price negotiated for the 40 percent interest in Torñado.

The acquisition was accounted for as a business combination. While the purchase price for the 40 percent interest was \$270 million, all of the Torñado assets and liabilities were remeasured to fair value resulting in a consolidated fair value of net

Table of Contents

assets and liabilities of \$673 million, consisting primarily of property, plant and equipment and identifiable intangible assets. The fair value of property, plant and equipment was based primarily on the cost approach. The fair value of the identifiable intangible assets, consisting of various customer contracts, was primarily based on the multi-period excess earnings method, which is an income approach.

South Texas Gateway Terminal LLC

On August 1, 2023, MPC sold its 25 percent interest in South Texas Gateway Terminal LLC (“South Texas Gateway”) to an affiliate of Gibson Energy Inc. (“Gibson Energy”). Gibson Energy paid \$1.1 billion in cash to acquire 100 percent of the membership interests of South Texas Gateway from MPC and its other members. South Texas Gateway owns an oil export facility in the U.S. Gulf Coast. MPC’s proceeds were \$270 million, resulting in a gain of \$106 million, which is included in the net gain on disposal of assets line of the accompanying consolidated statements of income.

LF Bioenergy Acquisition

On March 8, 2023, MPC announced the acquisition of a 49.9 percent interest in LF Bioenergy, an emerging producer of renewable natural gas (“RNG”) in the U.S., for approximately \$56 million, which included funding for on-going operations and project development. LF Bioenergy has been focused on developing and growing a portfolio of dairy farm-based, low carbon intensity RNG projects. MPC accounts for our ownership interest in LF Bioenergy as an equity method investment.

Crowley Ocean Partners

Crowley Coastal Partners was formed in May 2016 to own both Crowley Ocean Partners LLC (“Crowley Ocean Partners”) and Crowley Blue Waters Partners. MPC accounts for our 50 percent ownership in Crowley Coastal Partners as an equity method investment.

On December 1, 2022, MPC purchased all of Crowley Coastal Partner’s interest in Crowley Ocean Partners and its four subsidiaries for approximately \$485 million, which included \$196 million to pay off the debt associated with the four tankers. As a result of the transaction, Crowley Ocean Partners is now included in our consolidated results. MPC will continue to account for its 50 percent interest in Crowley Coastal Partners as an equity method investment.

The excess of the \$144 million fair value over the \$125 million book value of our 50 percent indirect interest in Crowley Ocean Partners resulted in a \$19 million gain, which is included in the income ~~(loss)~~ from equity method investments line of the accompanying consolidated statements of income.

Martinez Renewables LLC

On September 21, 2022, MPC closed on the formation of the Martinez ~~Renewable~~[Renewables LLC](#) joint venture. MPC contributed property, plant and equipment, inventory, and working capital with an estimated fair value of ~~\$1.47~~[1.471](#) billion and Neste contributed \$728 million in cash. MPC recorded a ~~non-cash~~ gain of \$549 million resulting from the difference between the carrying value and fair value of the contributed property, plant and equipment and inventory. Subsequent to the closing, the joint venture paid a special distribution to MPC of \$500 million, which is reflected as a return of capital in MPC’s consolidated statements of cash flows. After the special distribution, MPC’s investment value in the entity was approximately \$971 million. We apply the equity method of accounting with respect to our investment in the entity.

Watson Cogeneration Company

On June 1, 2022, MPC purchased the remaining 49 percent interest in Watson Cogeneration Company from NRG Energy, Inc. for approximately \$59 million. This entity is now consolidated and included in our consolidated results. It was previously accounted for as an equity method investment.

The excess of the \$62 million fair value over the \$25 million book value of our 51 percent ownership interest in Watson Cogeneration Company resulted in a \$37 million ~~non-cash~~ gain, which is included in the net gain on disposal of assets line of the accompanying consolidated statements of income.

Table of Contents

<i>(In millions of dollars, except ownership percentages)</i>	VIE	Ownership as of	Carrying value at	
		December 31,	December 31,	
		2022	2022	2021
Refining & Marketing				
The Andersons Marathon Holdings LLC		50%	\$	\$ 46
Martinez Renewables LLC	X	50%	1,070	—
Watson Cogeneration Company		—%	—	28
Other ^(a)	X		54	19
Refining & Marketing Total			\$	\$ 24
Midstream				
<i>MPLX</i>				
Andeavor Logistics Rio Pipeline LLC	X	67%	\$	\$ 46
Centrahoma Processing LLC		40%	131	133
Illinois Extension Pipeline Company, L.L.C.		35%	236	243
LOOP LLC		41%	287	265
MarEn Bakken Company LLC		25%	475	449
MarkWest EMG Jefferson Dry Gas Gathering	X	67%	335	332
MarkWest Torñado GP, L.L.C.	X	60%	306	246
MarkWest Utica EMG, L.L.C.	X	57%	669	680
Minnesota Pipe Line Company, LLC		17%	178	183
Rendezvous Gas Services, L.L.C.	X	78%	137	147
Sherwood Midstream Holdings LLC	X	51%	125	136
Sherwood Midstream LLC	X	50%	512	544
Whistler Pipeline LLC	X	38%	211	155
Other ^(a)	X		316	285
MPLX Total			\$	\$ 3,98
<i>MPC Retained</i>				
Capline Pipeline Company LLC	X	33%	\$	\$ 36
Crowley Coastal Partners, LLC	X	50%	55	185
Gray Oak Pipeline, LLC		25%	302	318
LOOP LLC		10%	71	66
South Texas Gateway Terminal LLC		25%	170	173
Other ^(a)	X		41	46
MPC-Retained Total			\$	\$ 1,16
Midstream Total			\$	\$ 5,16
Total			\$	\$ 5,46

<i>(In millions of dollars, except ownership percentages)</i>	VIE	Ownership as of	Carrying value at	
		December 31,	December 31,	
		2023	2023	2022
Refining & Marketing				
The Andersons Marathon Holdings LLC		50%	\$	\$ 204
Martinez Renewables LLC	X	50%	1,266	1,070
Other ^(a)	X		168	54
Refining & Marketing Total			\$	\$ 1,328
Midstream				
<i>MPLX</i>				
Andeavor Logistics Rio Pipeline LLC	X	67%	\$	\$ 171

Table of Contents

<u>Centrahoma Processing LLC</u>		<u>40%</u>		<u>114</u>	<u>131</u>
<u>Illinois Extension Pipeline Company, L.L.C</u>		<u>35%</u>		<u>228</u>	<u>236</u>
<u>LOOP LLC</u>		<u>41%</u>		<u>314</u>	<u>287</u>
<u>MarEn Bakken Company LLC</u>		<u>25%</u>		<u>449</u>	<u>475</u>
<u>MarkWest EMG Jefferson Dry Gas Gathering Company, L.L.C.</u>	<u>X</u>	<u>67%</u>		<u>336</u>	<u>335</u>
<u>MarkWest Torñado GP, L.L.C.^(b)</u>		<u>100%</u>		<u>—</u>	<u>306</u>
<u>MarkWest Utica EMG, L.L.C.</u>	<u>X</u>	<u>58%</u>		<u>676</u>	<u>669</u>
<u>Minnesota Pipe Line Company, LLC</u>		<u>17%</u>		<u>174</u>	<u>178</u>
<u>Rendezvous Gas Services, L.L.C.</u>	<u>X</u>	<u>78%</u>		<u>129</u>	<u>137</u>
<u>Sherwood Midstream Holdings LLC</u>	<u>X</u>	<u>51%</u>		<u>113</u>	<u>125</u>
<u>Sherwood Midstream LLC</u>	<u>X</u>	<u>50%</u>		<u>500</u>	<u>512</u>
<u>Whistler Pipeline LLC</u>		<u>38%</u>		<u>214</u>	<u>211</u>
<u>Other^(a)</u>	<u>X</u>			<u>325</u>	<u>316</u>
<u>MPLX Total</u>			<u>\$</u>	<u>3,743</u>	<u>\$</u> <u>4,095</u>
<u>MPC-Retained</u>					
<u>Capline Pipeline Company LLC</u>		<u>33%</u>	<u>\$</u>	<u>402</u>	<u>\$</u> <u>404</u>
<u>Crowley Coastal Partners, LLC</u>	<u>X</u>	<u>50%</u>		<u>53</u>	<u>55</u>
<u>Gray Oak Pipeline, LLC</u>		<u>25%</u>		<u>284</u>	<u>302</u>
<u>LOOP LLC</u>		<u>10%</u>		<u>78</u>	<u>71</u>
<u>South Texas Gateway Terminal LLC^(c)</u>		<u>—%</u>		<u>—</u>	<u>170</u>
<u>Other^(a)</u>	<u>X</u>			<u>39</u>	<u>41</u>
<u>MPC-Retained Total</u>			<u>\$</u>	<u>856</u>	<u>\$</u> <u>1,043</u>
<u>Midstream Total</u>			<u>\$</u>	<u>4,599</u>	<u>\$</u> <u>5,138</u>
<u>Total</u>			<u>\$</u>	<u>6,260</u>	<u>\$</u> <u>6,466</u>

(a) Some investments included within "Other" have been deemed to be VIEs.

(b) MPLX purchased the remaining interest in MarkWest Torñado GP, L.L.C. during 2023. This entity is now consolidated and included in our consolidated results.

(c) MPC sold its interest in South Texas Gateway Terminal LLC in 2023.

Table of Contents

Summarized financial information for all equity method investments in affiliated companies, combined, was as follows:

(Millions of dollars)	2023	2022	2021	2020
Income statement data:				
Revenues and other income	\$ 6,544	\$ 5,069	\$ 4	\$ 3,011
Income from operations	2,428	1,907	1,389	599
Net income	2,089	1,740	1,230	454
Balance sheet data – December 31:				
Current assets	\$ 2,610	\$ 1,811	\$ 1,233	
Noncurrent assets	21,098	20,324	18,074	
Current liabilities	1,569	1,478	804	
Noncurrent liabilities	6,719	4,750	5,141	

As of December 31, ~~2022~~2023, the carrying value of our equity method investments was \$~~304~~301 million higher than the underlying net assets of investees. This basis difference is being amortized into net income over the remaining estimated useful lives of the underlying net assets, except for \$208 million of excess related to goodwill and other non-depreciable assets.

Dividends and partnership distributions received from equity method investees (excluding distributions that represented a return of capital previously contributed) were \$~~772~~941 million, \$~~652~~772 million and \$~~577~~652 million in 2023, ~~2022~~, and 2021 and ~~2020~~, respectively.

See Note 7 for information regarding impairments of equity method investments.

4716. Property, Plant and Equipment (PP&E)

(Millions of dollars)	December 31, 2023			December 31, 2022			December 31, 2021		
	Gross PP&E	Accumulated Depreciation	Net PP&E	Gross PP&E	Accumulated Depreciation	Net PP&E	Gross PP&E	Accumulated Depreciation	Net PP&E
Refining & Marketing	\$	\$	\$	\$	\$	\$ 15,547	\$	\$	\$ 16,214
Midstream	29,620	9,589	20,031	27,659	8,118	19,541	28,098	7,384	20,714
Corporate	1,632	1,055	577	1,550	981	569	1,446	933	513
Total ^(a)	\$	\$	\$	\$	\$	\$ 35,657	\$	\$	\$ 37,441

(a) Includes finance leases. See Note 2827.

Property, plant and equipment includes construction in progress of \$~~2-29~~1.40 billion and \$~~2-27~~2.29 billion at December 31, 2023 and ~~2022~~ and ~~2021~~, respectively, which primarily relates to capital projects at our refineries and midstream facilities.

4817. Goodwill and Intangibles

Goodwill

MPC annually evaluates goodwill for impairment as of November 30, as well as whenever events or changes in circumstances indicate it is more likely than not that the fair value of a reporting unit with goodwill is less than its carrying amount. There were no impairments of goodwill required based on our annual test of goodwill in 2023 and ~~2022~~ and ~~2021~~.

At December 31, ~~2022~~2023, MPC had four reporting units with goodwill totaling approximately \$8.24 billion. For the annual impairment assessment as of November 30, ~~2022~~2023, management performed only a qualitative assessment for three reporting units as we determined it was more likely than not that the fair value of the reporting units exceeded the carrying

[Table of Contents](#)

value. A quantitative assessment was performed for the remaining reporting unit, which resulted in the fair value of the reporting unit exceeding its carrying value by greater than 10 percent.

[Table of Contents](#)

The changes in the carrying amount of goodwill for ~~2022~~2023 were as follows:

<i>(Millions of dollars)</i>	Refining & Marketing	Midstream	Total
Balance as of December 31, 2020 2021	\$ 561	\$ 7,695	\$ 8,256
Impairment losses	—	—	—
Disposal of assets	<u>—</u>	<u>(12)</u>	<u>(12)</u>
Balance as of December 31, 2021 2022	561	7,695	
8,256 7,683	8,244		
Impairment losses	—	—	—
Disposal of assets	<u>—</u>	<u>(12)</u>	<u>(12)</u>
Balance as of December 31, 2022 2023	<u>\$ 561</u>	<u>\$ 7,683</u>	<u>\$ 8,244</u>
Gross goodwill as of December 31, 2022 2023	<u>\$ 6,141</u>	<u>\$ 10,824</u>	<u>\$ 16,965</u>
Accumulated impairment losses	(5,580)	(3,141)	(8,721)
Balance as of December 31, 2022 2023	\$ 561	\$ 7,683	\$ 8,244

Intangible Assets

Our definite lived intangible assets as of December 31, ~~2023 and 2022~~ and ~~2021~~ are as shown below.

<i>(Millions of dollars)</i>	December 31, 2022 2023			December 31, 2021 2022		
	Gross	Accumulated Amortization	Net	Gross	Accumulated Amortization	Net
Customer contracts and relationships	\$ 3,838	\$ 2,132	\$ 1,706	\$ 3,624	\$ 1,825	\$ 1,799
Total	<u>\$ 4,153</u>	<u>\$ 2,388</u>	<u>\$ 1,765</u>	<u>\$ 3,898</u>	<u>\$ 2,022</u>	<u>\$ 1,876</u>
	\$ 3,495	\$ 1,457	\$ 2,038			
Brand rights and tradenames	<u>101</u>	<u>79</u>	<u>22</u>	100	64	
36	400	50	50			
Royalty agreements	<u>173</u>	<u>142</u>	<u>31</u>	138	103	
35	435	96	39			
Other	<u>364</u>	<u>303</u>	<u>6</u>	36	283	86

At both December 31, ~~2023 and December 31, 2022~~ and ~~2021~~, we had indefinite lived intangible assets of \$71 million, which are emission allowance credits.

Amortization expense ~~for 2022 and 2021~~ was \$316 million ~~for both 2023 and \$330 million, respectively~~2022. Estimated future amortization expense for the next five years related to the intangible assets at December 31, ~~2022~~2023 is as follows:

<i>(Millions of dollars)</i>	
2023 2024	\$ 315
2024	265
2025	257
2026	241 250
2027	224 230
	493 201

19. Restructuring

~~During the third quarter of 2020, we indefinitely idled our refinery located in Gallup, New Mexico and initiated actions to strategically reposition our Martinez, California refinery to a renewable diesel facility. We also approved an involuntary workforce reduction plan. In connection with these strategic actions, we recorded restructuring expenses of \$367 million in 2020.~~

~~The indefinite idling of the Gallup refinery and actions to strategically reposition the Martinez refinery to a renewable diesel facility resulted in \$195 million of restructuring expenses. Of the \$195 million of restructuring expenses, we expect \$130 million to settle in cash for costs related to decommissioning refinery processing units and storage tanks and fulfilling environmental remediation obligations. Additionally, we recorded a non-cash reserve against our materials and supplies inventory at these facilities of \$51 million.~~

~~The involuntary workforce reduction plan, together with employee reductions resulting from our actions affecting the Gallup and Martinez refineries, affected approximately 2,050 employees. We recorded \$172 million of restructuring expenses for~~

Table of Contents

~~separation benefits payable under our employee separation plan and certain collective bargaining agreements that we expect to settle in~~

Table of Contents

~~cash. Certain of the affected MPC employees provided services to MPLX. MPLX has various employee services agreements and secondment agreements with MPC pursuant to which MPLX reimburses MPC for employee costs, along with the provision of operational and management services in support of MPLX's operations. Pursuant to such agreements, MPC was reimbursed by MPLX for \$37 million of the \$172 million of restructuring expenses recorded for these actions.~~

~~Restructuring expenses were accrued as restructuring reserves within accounts payable, payroll and benefits payable, other current liabilities and deferred credits and other liabilities within our consolidated balance sheets. We expect cash payments for the remaining exit and disposal costs reserve to occur through 2024.~~

<i>(Millions of dollars)</i>	Employee separation	Exit and	Total
Restructuring reserve balance at September 30, 2020 ^(e)	\$ 158	\$ 133	\$ 294
Adjustments	14	5	19
Cash payments	(134)	(35)	(169)
Restructuring reserve balance at December 31, 2020	38	103	144
Cash payments	(38)	(44)	(82)
Restructuring reserve balance at December 31, 2021	—	59	59
Cash payments	—	(13)	(13)
Restructuring reserve balance at December 31, 2022	\$ —	\$ 46	\$ 46
<u>2028</u>			<u>179</u>

^(e) ~~The restructuring reserve was zero until the third quarter of 2020.~~

2018. Fair Value Measurements

Fair Values – Recurring

The following tables present assets and liabilities accounted for at fair value on a recurring basis as of December 31, 2023 and 2022 ~~and 2021~~ by fair value hierarchy level. We have elected to offset the fair value amounts recognized for multiple derivative contracts executed with the same counterparty, including any related cash collateral as shown below; however, fair value amounts by hierarchy level are presented on a gross basis in the following tables.

[Table of Contents](#)

		December 31, 2022 2023						
		Fair Value Hierarchy						
(Millions of dollars)		Level 1	Level 2	Level	Netting and	Net Carrying Value on Balance	Collateral Pledged Not	
Assets:								
Commodity contracts		\$ 310 2	\$ —	\$ —	\$ (243)220	\$ 6724	\$ 4007	
Liabilities:								
Commodity contracts		\$ 301 2	\$ —	\$ —	\$ (301)249	\$ —	\$ —	
Embedded derivatives in commodity contracts		—	—	61	—	61	—	

		December 31, 2024 2022						
		Fair Value Hierarchy						
(Millions of dollars)		Level 1	Level 2	Level	Netting and	Net Carrying Value on Balance	Collateral Pledged Not	
Assets:								
Commodity contracts		\$ 270 3	\$ 1 —	\$ —	\$ (235)243	\$ 3667	\$ 341C	
Liabilities:								
Commodity contracts		\$ 248 3	\$ 1 —	\$ —	\$ (249)301	\$ —	\$ —	
Embedded derivatives in commodity contracts		—	—	108 61	—	108 61	—	

(a) Represents the impact of netting assets, liabilities and cash collateral when a legal right of offset exists. As of December 31, ~~2022~~2023, cash

collateral of \$~~58~~29 million was netted with mark-to-market derivative liabilities. As of December 31, ~~2024~~2022, cash collateral of \$~~14~~58 million was netted with mark-to-market derivative liabilities.

(b) We have no derivative contracts which are subject to master netting arrangements reflected gross on the balance sheet.

[Table of Contents](#)

Level 3 instruments relate to an embedded derivative liability for a natural gas purchase commitment embedded in a keep-whole processing agreement. The fair value calculation for these Level 3 instruments at December 31, ~~2022~~2023 used significant unobservable inputs including: (1) NGL prices interpolated and extrapolated due to inactive markets ranging from \$~~0.680.61~~ to \$~~1.621.44~~ per gallon with a weighted average of \$~~0.840.76~~ per gallon and (2) the probability of renewal of 100 percent for the five-year term of the natural gas purchase agreement and the related keep-whole processing agreement. Increases or decreases in the fractionation spread result in an increase or decrease in the fair value of the embedded derivative liability.

The following is a reconciliation of the beginning and ending balances recorded for net liabilities classified as Level 3 in the fair value hierarchy.

<i>(Millions of dollars)</i>	2023	2022
Beginning balance	\$ 408 61	\$ 631 08
Unrealized and realized (gain)/loss included in net income	(35) 11	59 (35)
Settlements of derivative instruments	(42) 11	(44) 12
Ending balance	\$ 61	\$ 408 61
The amount of total (gain)/loss for the period included in earnings attributable to the change in unrealized (gain)/loss relating to liabilities still held at the end of period:	\$ (33) 9	\$ 47 33

See Note [24.19](#) for the income statement impacts of our derivative instruments.

Fair Values – Non-recurring

[Non-recurring fair value measurements and disclosures in 2023 relate primarily to the acquisition of the remaining interest in MarkWest Torfado GP, L.L.C. as discussed in Note 15.](#)

Non-recurring fair value measurements and disclosures [in 2022](#) relate primarily to sales-type leases discussed in Note [28.27](#) and the Martinez Renewables LLC equity method investment discussed in Note ~~46~~15. The net investment in sales-type leases was recorded at the estimated fair value of the underlying leased assets at contract modification date. The leased assets were valued using a cost method valuation approach which utilizes Level 3 inputs. The fair value of the Martinez Renewables LLC equity method investment was primarily based on the cash consideration received from Neste for their 50 percent ownership.

[Table of Contents](#)

Fair Values – Reported

We believe the carrying value of our other financial instruments, including cash and cash equivalents, receivables, accounts payable and certain accrued liabilities, approximate fair value. Our fair value assessment incorporates a variety of considerations, including the short-term duration of the instruments and the expected insignificance of bad debt expense, which includes an evaluation of counterparty credit risk. The borrowings under our revolving credit facilities, which include variable interest rates, approximate fair value. The fair value of our long-term debt is based on prices from recent trade activity and is categorized in Level 3 of the fair value hierarchy. The carrying and fair values of our debt were approximately \$27.0 billion and \$25.5 billion at December 31, 2023, respectively, and approximately \$26.3 billion and \$24.0 billion at December 31, 2022, respectively, and approximately \$25.1 billion and \$28.1 billion at December 31, 2021, respectively. These carrying and fair values of our debt exclude the unamortized issuance costs which are netted against our total debt.

24.19. Derivatives

For further information regarding the fair value measurement of derivative instruments, including any effect of master netting agreements or collateral, see Note 20.18. See Note 2 for a discussion of the types of derivatives we use and the reasons for them. We do not designate any of our commodity derivative instruments as hedges for accounting purposes.

The following table presents the fair value of derivative instruments as of December 31, 2023 and 2022 ~~and 2021~~ and the line items in the consolidated balance sheets in which the fair values are reflected. The fair value amounts below are presented on a gross basis and do not reflect the netting of asset and liability positions permitted under the terms of our master netting arrangements including cash collateral on deposit with, or received from, brokers. We offset the recognized fair value amounts for multiple derivative instruments executed with the same counterparty in our financial statements when a legal right of offset exists. As a result, the asset and liability amounts below will not agree with the amounts presented in our consolidated balance sheets.

<i>(Millions of dollars)</i>	December 31, <u>2022</u> <u>2023</u>		December 31, <u>2021</u> <u>2022</u>	
	Asset	Liability	Asset	Liability
<u>Balance Sheet Location</u>				
<u>Commodity derivatives</u>				
Other current assets	\$ <u>244</u>	\$ <u>249</u>	\$ 310	\$
301	\$ <u>271</u>	\$ <u>249</u>		
Other current liabilities ^(a)	—	<u>1011</u>	—	<u>1510</u>
Deferred credits and other liabilities ^(a)	—	<u>5450</u>	—	<u>9351</u>

(a) Includes embedded derivatives.

Table of Contents

The table below summarizes open commodity derivative contracts for crude oil, refined products ~~and~~, blending products and soybean oil as of December 31, ~~2022~~2023.

<i>(Units in thousands of barrels)</i>	Percentage of contracts that expire next quarter	Position	
		Long	Short
<u>Exchange-traded^(a)</u>			
<u>Crude oil</u>	<u>65.1%</u>	<u>69,275</u>	<u>82,639</u>
<u>Refined products</u>	<u>76.6%</u>	<u>16,669</u>	<u>9,226</u>
<u>Blending products</u>	<u>98.8%</u>	<u>1,443</u>	<u>4,885</u>
<u>Soybean oil</u>	<u>53.5%</u>	<u>2,103</u>	<u>2,623</u>
<u>Crude oil</u>	<u>71.2%</u>	<u>42,455</u>	<u>44,998</u>
<u>Refined products</u>	<u>90.7%</u>	<u>17,657</u>	<u>18,996</u>
<u>Blending products</u>	<u>89.3%</u>	<u>6,030</u>	<u>5,938</u>
<u>Soybean oil</u>	<u>82.7%</u>	<u>4,339</u>	<u>5,088</u>

(a) Included in exchange-traded are spread contracts in thousands of barrels: Crude oil - ~~29,651~~10,866 long and ~~29,876~~10,986 short; Refined products - ~~1,390~~615 long and ~~25~~386 short. There are no spread contracts for blending products or soybean oil.

The following table summarizes the effect of all commodity derivative instruments in our consolidated statements of income:

<i>(Millions of dollars)</i>	Gain		
	2022	2021	2020
<u>Income Statement Location</u>			
<u>Sales and other operating revenues</u>	\$ —	\$ (47)	\$ 72
<u>Cost of revenues</u>	(58)	(333)	34
<u>Other income</u>	—	—	4
<u>Total</u>	\$ (58)	\$ (380)	\$ 107

<i>(Millions of dollars)</i>	Gain (Loss)		
	2023	2022	2021
<u>Income Statement Location</u>			
<u>Sales and other operating revenues</u>	\$ 7	\$ —	\$ (47)
<u>Cost of revenues</u>	(15)	(58)	(333)
<u>Other income</u>	2	—	—
<u>Total</u>	\$ (6)	\$ (58)	\$ (380)

[Table of Contents](#)

2220. Debt

Our outstanding borrowings at December 31, [2023 and 2022](#) ~~and 2021~~ consisted of the following:

<i>(Millions of dollars)</i>	December 31, 2022 2023	December 31, 2021 2022
Marathon Petroleum Corporation:		
Senior notes	\$	\$ 6,44
Notes payable	1	1
Finance lease obligations	522 464	589 522
Total	6,972 6,914	7,039 6,972
MPLX LP:		
Bank revolving credit facility	—	300
Senior notes	20,100 20,700	18,600 20,100
Finance lease obligations	86	98
Total	20,108 20,706	18,909 20,108
Total debt	27,080 27,620	25,948 27,080
Unamortized debt issuance costs	(142) 141	(129) 142
Unamortized discount, net of unamortized premium	(238) 196	(280) 238
Amounts due within one year	(1,066) 1,954	(571) 1,066
Total long-term debt due after one year	\$ 25,634 25,329	\$ 24,968 25,63

Commercial Paper

~~On February 26, 2016, we established~~[We have in place](#) a commercial paper program that allows us to have a maximum of \$2.0 billion in commercial paper outstanding, with maturities up to 397 days from the date of issuance. We do not intend to have outstanding commercial paper borrowings in excess of available capacity under the MPC Credit Agreement.

Table of Contents

MPC Senior Notes

<i>(Millions of dollars)</i>	December 31,	
	2022	2023
Senior notes, 3.625% due September 2024	750	750
Senior notes, 4.700% due May 2025	1,250	1,250
Senior notes, 5.125% due December 2026	719	719
Senior notes, 3.800% due April 2028	496	496
Senior notes, 6.500% due March 2041	1,250	1,250
Senior notes, 4.750% due September 2044	800	800
Senior notes, 5.850% due December 2045	250	250
Senior notes, 4.500% due April 2048	498	498
Andeavor senior notes, 3.800% - 5.125% due 2026 – 2048	36	36
Senior notes, 5.000%, due September 2054	400	400
Total	\$	\$ 6.4

2021 Activity

~~On March 1, 2021, we repaid the \$1.0 billion outstanding aggregate principal amount of 5.125% senior notes due March 2021.~~

~~In June 2021, all of the \$300 million outstanding aggregate principal amount of 5.125% senior notes due April 2024, including the portion of such notes for which Andeavor was the obligor, were redeemed at a price equal to 100.854% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date.~~

~~On December 2, 2021, all of the \$1.25 billion outstanding aggregate principal amount 4.5% senior notes due May 2023 and the \$850 million outstanding aggregate principal amount of 4.75% senior notes due December 2023, including the portion of such notes for which Andeavor was the obligor, were redeemed at a price equal to par, plus a make-whole premium and accrued and unpaid interest to, but not including, the redemption date. The payment of \$132 million related to the note premium, offset by the immediate expense recognition of \$6 million of unamortized debt premium and issuance costs, resulted in a loss on extinguishment of debt of \$126 million.~~

Interest on each series of senior notes is payable semi-annually in arrears. The MPC senior notes are unsecured and unsubordinated obligations of MPC and rank equally with all of MPC's other existing and future unsecured and unsubordinated indebtedness. The MPC senior notes are non-recourse [to our subsidiaries](#) and structurally subordinated to the indebtedness of our subsidiaries, including the outstanding indebtedness of Andeavor and MPLX. The Andeavor senior notes are unsecured, unsubordinated obligations of Andeavor and are non-recourse to MPC and any of MPC's subsidiaries other than Andeavor.

Table of Contents
MPLX Senior Notes

	December	
	2022	2021
(Millions of dollars)	December 31,	
Senior notes, 3.500% due December 2022	—	486
Senior notes, 3.375% due March 2023	—	<u>2022</u>
Senior notes, 4.500% due July 2023	\$ 1,149	\$ 98
Senior notes, 4.875% due December 2024	500	<u>1,149</u>
Senior notes, 4.000% due February 2025	1,189	<u>500</u>
Senior notes, 4.875% due June 2025	1,189	<u>1,189</u>
MarkWest senior notes, 4.500% - 4.875% due 2023 – 2025	<u>12</u>	23
Senior notes, 1.750% due March 2026	1,500	<u>1,500</u>
Senior notes, 4.125% due March 2027	1,250	<u>1,250</u>
Senior notes, 4.250% due December 2027	732	<u>732</u>
Senior notes, 4.000% due March 2028	1,250	<u>1,250</u>
Senior notes, 4.800% due February 2029	750	<u>750</u>
Senior notes, 2.650% due August 2030	1,500	<u>1,500</u>

Table of Contents

(Millions of dollars)	December 31,	
	2022	2021
Senior notes, 4.950% due September 2032	1,000	<u>—1,000</u>
<u>Senior notes, 5.000% due March 2033</u>	<u>1,100</u>	<u>—</u>
Senior notes, 4.500% due April 2038	1,750	1,750
Senior notes, 5.200% due March 2047	1,000	1,000
Senior notes, 5.200% due December 2047	487	487
ANDX senior notes, 3.500 <u>4.250</u> % - 5.250 <u>5.200</u> % due 2022 <u>2027</u> – 2047	31	<u>4531</u>
Senior notes, 4.700% due April 2048	1,500	1,500
Senior notes, 5.500% due February 2049	1,500	1,500
Senior notes, 4.950% due March 2052	1,500	<u>—1,500</u>
<u>Senior notes, 5.650% due March 2053</u>	<u>500</u>	<u>—</u>
Senior notes, 4.900% due April 2058	500	500
Total	\$ <u>20,100</u> 20,700	\$ <u>18,600</u> 20,100

2023 Activity

On February 9, 2023, MPLX issued \$1.6 billion aggregate principal amount of senior notes in a public offering, consisting of \$1.1 billion aggregate principal amount of 5.00 percent senior notes due March 2033 and \$500 million aggregate principal amount of 5.65 percent senior notes due March 2053. On February 15, 2023, MPLX used \$600 million of the net proceeds to redeem all of the outstanding Series B preferred units. On March 13, 2023, MPLX used the remaining proceeds to redeem all of MPLX's and MarkWest's \$1.0 billion aggregate principal amount of 4.50 percent senior notes due July 2023. The redemption resulted in a loss on extinguishment of debt of \$9 million due to the immediate expense recognition of unamortized debt discount and issuance costs.

2022 Activity

On March 14, 2022, MPLX issued \$1.5 billion aggregate principal amount of 4.950% percent senior notes due March 2052 in an underwritten public offering. The net proceeds were used to repay amounts outstanding under the MPC intercompany loan agreement and under the previous MPLX credit agreement.

On August 11, 2022, MPLX issued \$1.0 billion aggregate principal amount of 4.950% percent senior notes due September 2032 in an underwritten public offering. The net proceeds were used to redeem all of the \$500 million aggregate principal amount of 3.500% percent senior notes due December 2022, \$14 million of which was issued by Andeavor Logistics LP, and to redeem all of the

\$500 million aggregate principal amount of 3.375% percent senior notes due March 2023.

2021 Activity

~~On January 15, 2021, MPLX redeemed all the \$750 million outstanding aggregate principal amount of 5.250% senior notes due January 2025, including the portion of such notes issued by ANDX, at a price equal to 102.625% of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date.~~

~~On September 3, 2021, MPLX redeemed, at par value, all of the \$1.0 billion aggregate principal amount of floating rate senior notes due September 2022, plus accrued and unpaid interest to, but not including, the redemption date. MPLX primarily funded the redemption with borrowings under the MPC intercompany loan agreement.~~

Interest on each series of MPLX fixed rate senior notes is payable semi-annually in arrears. The MPLX senior notes are unsecured, unsubordinated obligations of MPLX and are non-recourse to MPC and its subsidiaries other than MPLX and MPLX GP LLC, as the general partner of MPLX. The MPLX senior notes are non-recourse to MPLX's subsidiaries and structurally subordinated to the indebtedness of MPLX's subsidiaries.

[Table of Contents](#)

Schedule of Maturities

Principal maturities of long-term debt, excluding finance lease obligations, as of December 31, ~~2022~~[2023](#) for the next five years are as follows:

(Millions of dollars)

2023	\$	1,06
2024		1,904
2025		2,950
2026		2,249
2027		2,000

Table of Contents

2024	\$ 1,901
2025	2,950
2026	2,249
2027	2,000
2028	1,750

Available Capacity under our Facilities as of December 31, ~~2022~~2023

<i>(Millions of</i>	Total	Outstanding	Outstanding Letters	Available	Weighted Average Interest
MPC, excluding MPLX					
MPC bank revolving credit facility	\$ 5,000	\$ —	1	\$ 4,999	— July 2027
MPC trade receivables securitization facility ^(a)	100	—	—	100	
	— September 2023 2024				
MPLX					
MPLX bank revolving credit facility	2,000	—	—	2,000	— July 2027

(a) The committed borrowing and letter of credit issuance capacity of the trade receivables securitization facility is \$100 million. In addition, the facility allows for the issuance of letters of credit in excess of the committed capacity at the discretion of the issuing banks. ~~As of December 31, 2022, letters of credit in the total amount of \$1.05 billion were issued and outstanding under the facility to secure contracts awarded by the Department of Energy to purchase crude oil from the Strategic Petroleum Reserve.~~

MPC Bank Revolving Credit Facility

On July 7, 2022, MPC entered into a new five-year revolving credit agreement (the “MPC Credit Agreement”) to replace its previous \$5.0 billion credit facility that was scheduled to expire in October 2023. The MPC Credit Agreement, among other things, provides for a \$5.0 billion unsecured revolving credit facility that matures in July 2027 and letter of credit issuing capacity under the facility of up to \$2.2 billion. Letters of credit issuing capacity is included in, not in addition to, the \$5.0 billion borrowing capacity. The financial covenants of the MPC Credit Agreement are substantially the same as those contained in the previous credit agreement.

MPC has an option under the MPC Credit Agreement to increase the aggregate commitments by up to an additional \$1.0 billion, subject to, among other conditions, the consent of the lenders whose commitments would be increased. In addition, the maturity date may be extended, for up to two additional one year periods, subject to, among other conditions, the approval of lenders holding the majority of the commitments then outstanding, provided that the commitments of any non-consenting lenders will terminate on the then-effective maturity date. The MPC Credit Agreement includes sub-facilities for swing-line loans of up to \$250 million and letters of credit of up to \$2.2 billion (which may be increased to up to \$3.0 billion upon receipt of additional letter of credit issuing commitments).

Borrowings under the MPC Credit Agreement bear interest, at our election, at either the Adjusted Term SOFR or the Alternate Base Rate, both as defined in the MPC Credit Agreement, plus an applicable margin. We are charged various fees and expenses in connection with the agreement, including administrative agent fees, commitment fees on the unused portion of the commitments and fees with respect to issued and outstanding letters of credit. The applicable margins to the benchmark interest rates and the commitment fees payable under the MPC Credit Agreement fluctuate based on changes, if any, to our credit ratings.

The MPC Credit Agreement contains certain representations and warranties, affirmative and restrictive covenants and events of default that we consider to be usual and customary for arrangements of this type, including a financial covenant that requires us to maintain a ratio of Consolidated Net Debt to Total Capitalization, each as defined in the MPC Credit Agreement, of no greater than 0.65 to 1.00 as of the last day of each fiscal quarter. The covenants also restrict, among other things, our ability and/or the ability of certain of our subsidiaries to incur debt, create liens on assets or enter into transactions with affiliates. As of

December 31, ~~2022~~2023, we were in compliance with the covenants contained in the MPC Credit Agreement.

Trade Receivables Securitization Facility

On September 30, 2021, we entered into a Loan and Security Agreement and related documentation with a group of lenders providing for a new trade receivables securitization facility having \$100 million of committed borrowing and letter of credit issuance capacity and ~~up to an additional \$400 million of~~ uncommitted borrowing and letter of credit issuance capacity that can be extended at the discretion of the lenders, provided that at no time may outstanding borrowings and letters of credit issued under the facility exceed the balance of

[Table of Contents](#)

eligible trade receivables (as calculated in accordance with the Loan and Security Agreement) that are pledged as collateral under the facility. In ~~July 2022~~September 2023, the trade receivables securitization facility was amended to, among other things, extend its term until September ~~2030~~, ~~2023~~2024.

The trade receivables facility consists of certain of our wholly owned subsidiaries (“Originators”) selling or contributing on an on-going basis all of the trade receivables generated by them (the “Pool Receivables”), together with all related security and interests in the proceeds thereof, without recourse, to another wholly owned, bankruptcy-remote special purpose subsidiary, MPC Trade Receivables Company I LLC (“TRC”), in exchange for a combination of cash, equity and/or borrowings under a subordinated note issued by TRC to one or more of the Originators. TRC may request borrowings and extensions of credit under the Loan and Security Agreement for up to the lesser of the maximum capacity under the facility or the eligible trade receivables balance of the Pool Receivables. TRC and each of the Originators have granted a security interest in all of their rights, title and interests in and to the

Table of Contents

Pool Receivables, together with all related security and interests in the proceeds thereof, to the lenders to secure the performance of TRC's and the Originators' payment and other obligations under the facility. In addition, MPC has issued a performance guaranty in favor of the lenders guaranteeing the performance by TRC and the Originators of their obligations under the facility.

To the extent that TRC retains an ownership interest in the Pool Receivables, such interest will be included in our consolidated financial statements solely as a result of the consolidation of the financial statements of TRC with those of MPC. The receivables sold or contributed to TRC are available first and foremost to satisfy claims of the creditors of TRC and are not available to satisfy the claims of creditors of MPC. TRC has granted a security interest in all of its assets to the lenders to secure its obligations under the Loan and Security Agreement.

TRC pays floating-rate interest charges and usage fees on amounts outstanding under the trade receivables facility, if any, unused fees on the portion of unused commitments and certain other fees related to the administration of the facility and letters of credit that are issued and outstanding under the trade receivables facility.

The Loan and Security Agreement and other documents comprising the facility contain representations and covenants that we consider usual and customary for arrangements of this type. Trade receivables are subject to customary criteria, limits and reserves before being deemed to be eligible receivables that count towards the borrowing base under the trade receivables facility. In addition, the lender's commitments to extend loans and credits under the facility are subject to termination, and TRC may be subject to default fees, upon the occurrence of certain events of default that are included in the Loan and Security Agreement and other facility documentation, all of which we consider to be usual and customary for arrangements of this type. As of December 31, ~~2022~~2023, we were in compliance with the covenants contained in the Loan and Security Agreement and other facility documentation.

MPLX Bank Revolving Credit Facility

On July 7, 2022, MPLX entered into a new five-year revolving credit agreement (the "MPLX Credit Agreement") to replace its previous \$3.5 billion credit facility that was scheduled to expire in July 2024. The MPLX Credit Agreement, among other things, provides for a \$2.0 billion unsecured revolving credit facility that matures in July 2027 and letter of credit issuing capacity under the facility of up to \$150 million. Letters of credit issuing capacity is included in, not in addition to, the \$2.0 billion borrowing capacity.

The borrowing capacity under the MPLX Credit Agreement may be increased by up to an additional \$1.0 billion, subject to certain conditions, including the consent of the lenders whose commitments would increase. In addition, the maturity date may be extended, for up to two additional one year periods, subject to, among other conditions, the approval of lenders holding the majority of the commitments then outstanding, provided that the commitments of any non-consenting lenders will terminate on the then-effective maturity date.

Borrowings under the MPLX Credit Agreement bear interest, at MPLX's election, at either the Adjusted Term SOFR or the Alternate Base Rate, both as defined in the MPLX Credit Agreement, plus an applicable margin. MPLX is charged various fees and expenses in connection with the agreement, including administrative agent fees, commitment fees on the unused portion of the commitments and fees with respect to issued and outstanding letters of credit. The applicable margins to the benchmark interest rates and the commitment fees payable under the MPLX Credit Agreement fluctuate based on changes, if any, to MPLX's credit ratings.

The MPLX Credit Agreement contains certain representations and warranties, affirmative and restrictive covenants and events of default that we consider to be usual and customary for an agreement of this type, including a financial covenant that requires MPLX to maintain a ratio of Consolidated Total Debt as of the end of each fiscal quarter to Consolidated EBITDA, both as defined in the MPLX Credit Agreement, for the prior four fiscal quarters of no greater than 5.0 to 1.0 (or 5.5 to 1.0 for up to two fiscal quarters following certain acquisitions). Consolidated EBITDA is subject to adjustments for certain acquisitions completed and capital projects undertaken during the relevant period. The covenants also restrict, among other things, MPLX's ability and/or the ability of certain of its subsidiaries to incur debt, create liens on assets and enter into transactions with affiliates. As of December 31, ~~2022~~2023, MPLX was in compliance with the covenants contained in the MPLX Credit Agreement.

[Table of Contents](#)

2321. Revenue

The following table presents our revenues from external customers disaggregated by segment and product line:

<i>(Millions of dollars)</i>	2023	2022	2021	2020
Refining & Marketing				
Refined products	\$ <u>134,303</u>	\$ 161,362	\$ 107	\$ 61,64
Crude oil	<u>7,423</u>	8,962	7,132	4,023
Services and other	<u>1,742</u>	1,763	873	509
Total revenues from external customers	<u>143,468</u>	172,087	115,350	66,180
Midstream				
Refined products	<u>1,675</u>	2,219	1,590	644
Services and other ^(a)	<u>3,236</u>	3,147	3,043	2,958
Total revenues from external customers	<u>4,911</u>	5,366	4,633	3,599
Sales and other operating revenues	\$ <u>148,379</u>	\$ 177,453	\$ 119	\$ 69,71

(a) Includes sales-type lease revenue. See Note [2827](#).

We do not disclose information on the future performance obligations for any contract with expected duration of one year or less at inception. As of December 31, [2022](#)[2023](#), we do not have future performance obligations that are material to future periods.

Receivables

On the accompanying consolidated balance sheets, receivables, less allowance for doubtful accounts primarily consists of customer receivables. Significant, non-customer balances included in our receivables at December 31, [2022](#)[2023](#) include matching buy/sell receivables of ~~\$6.25~~[4.7](#) billion.

2422. Supplemental Cash Flow Information

<i>(Millions of dollars)</i>	2023	2022	2021	2020
Net cash provided by operating activities included:				
Interest paid (net of amounts capitalized)	\$ <u>1,200</u>	\$ 1,060	\$ 1,4	\$ 1,23
Net income Income taxes paid to (received from) taxing authorities	<u>2,751</u>	4,869	2,436	(179)
Cash paid for amounts included in the measurement of lease liabilities				
Payments on operating leases	<u>493</u>	498	569	654
Interest payments under finance lease obligations	<u>25</u>	24	21	25
Net cash provided by financing activities included:				
Principal payments under finance lease obligations	<u>79</u>	79	71	66
Non-cash investing and financing activities:				
Right of use assets obtained in exchange for new operating lease obligations	<u>465</u>	367	349	343
Right of use assets obtained in exchange for new finance lease obligations	<u>21</u>	60	37	110
Contribution of assets ^(a)	<u>—</u>	818	—	—
Book value of equity method investment ^(b)	<u>311</u>	150	—	—

(a) Represents the book value of property, plant and equipment, inventory and working capital contributed by MPC to Martinez Renewables LLC. See Note [4615](#) for additional information.

(b) ~~Represents~~[2023 represents the book value of MPLX's equity method investment in Torñado, prior to MPLX buying out the remaining interest in this entity. 2022 represents](#) the book value of MPC's equity method investment in Watson Cogeneration Company and Crowley Ocean Partners [of \\$25 million and \\$125 million, respectively](#), prior to MPC buying out the remaining interest in these entities. See Note [4615](#) for additional information.

Table of Contents

The consolidated statements of cash flows exclude changes to the consolidated balance sheets that did not affect cash. The following is a reconciliation of additions to property, plant and equipment to total capital expenditures:

<i>(Millions of dollars)</i>	<u>2023</u>	2022	2021
2020			
Additions to property, plant and equipment per the consolidated statements of cash flows	\$ <u>1,890</u>	\$ 2,420	\$
1,464	2,787		
Increase (decrease) in capital accruals	<u>184</u>	(37)	
141	(518)		
Total capital expenditures	\$ <u>2,074</u>	\$ 2,383	\$
1,605	2,269		

23. Other Current Liabilities

The following summarizes the components of other current liabilities:

<i>(Millions of dollars)</i>	<u>December 31,</u>	
	<u>2023</u>	<u>2022</u>
<u>Environmental credits liability</u>	\$ <u>778</u>	\$ <u>429</u>
<u>Accrued interest payable</u>	316	315
<u>Other current liabilities</u>	<u>551</u>	<u>423</u>
<u>Total other current liabilities</u>	\$ <u>1,645</u>	\$ <u>1,167</u>

2524. Accumulated Other Comprehensive Income (Loss)

<i>(Millions of dollars)</i>	<u>Pension</u>		<u>Other</u>	
<u>Balance as of December 31, 2021</u>	\$ (117)	\$ 49	\$ 1	\$ (67)

The following table shows the changes in accumulated other comprehensive income (loss) by component. Amounts in parentheses indicate debits.

<i>(Millions of dollars)</i>	<u>Pension Benefits</u>	<u>Other Benefits</u>	<u>Other</u>	<u>Total</u>
<u>Balance as of December 31, 2020</u>	\$ (338)	\$ (181)	7	\$ (512)
<u>Other comprehensive income (loss) before reclassifications, net of tax of \$127</u>	171	220	(5)	386
<u>Amounts reclassified from accumulated other comprehensive loss:</u>				
<u>Balance as of December 31, 2022</u>	\$ (163)	\$ 165	\$ —	\$ 2
<u>Amortization of prior service cost (credit)^(a)</u>	(45)	2	—	(43)
<u>Amortization of actuarial loss^(a)</u>	37	10	—	47
<u>Settlement loss^(a)</u>	75	4	—	79
<u>Other</u>	—	—	(1)	(1)
<u>Tax effect</u>	(17)	(3)	—	(20)
<u>Other comprehensive income (loss)</u>	221	230	(6)	445
<u>Balance as of December 31, 2021</u>	\$ (117)	\$ 49	\$ 1	\$ (67)
<u>Pension Other</u>				
<u>Other comprehensive income (loss) before reclassifications,</u>	(70)	129	(1)	58
<u>Amounts reclassified from accumulated other</u>				
<u>Amortization of prior service credit^(a)</u>	(45)	(22)	—	(67)
<u>Amortization of actuarial loss^(a)</u>	4	6	—	10
<u>Settlement loss^(a)</u>	79	—	—	79
<u>Tax effect</u>	(14)	3	—	(11)
<u>Other comprehensive income (loss)</u>	(46)	116	(1)	69
<i>(Millions of dollars)</i>	<u>Pension</u>	<u>Other</u>	<u>Other</u>	<u>Total</u>

Table of Contents

Balance as of December 31, 2022	\$	\$	\$	=	\$
Other comprehensive income (loss) before reclassifications	(60)	(21)		2	(79)
Amounts reclassified from accumulated other comprehensive loss:					
Amortization of prior service credit ^(a)	(45)	(22)			(67)
Amortization of actuarial gain ^(a)	(5)				(5)
Settlement gain ^(a)	(1)				(1)
Other				(1)	(1)
Tax effect	13	7			20
Other comprehensive income (loss)	(98)	(36)		1	(133)
Balance as of December 31, 2023	\$	\$	\$	1	\$ (131)
<i>(Millions of dollars)</i>	<i>Benefits</i>	<i>Benefits</i>	<i>Other</i>		<i>Total</i>
Balance as of December 31, 2021	\$ (117)	\$ 49	\$ 4		\$ (67)
Other comprehensive income (loss) before reclassifications, net of tax of \$11	(70)	129	(1)		58
Amounts reclassified from accumulated other comprehensive loss:					
Amortization of prior service credit ^(a)	(45)	(22)			(67)
Amortization of actuarial loss ^(a)	4	6			10
Settlement loss ^(a)	79				79
Tax effect	(14)	3			(11)
Other comprehensive income (loss)	(46)	116	(1)		69

(a) These accumulated other comprehensive loss components are included in the computation of net periodic benefit cost. See Note 2625.

Balance as of December 31, 2022	\$ (163)	\$ 165	\$ —	\$ 2
---------------------------------	----------	--------	------	------

[Table of Contents](#)

2625. Pension and Other Postretirement Benefits

We have two noncontributory defined benefit pension plans ~~covering~~. One plan is frozen and covered certain employees of our former Speedway LLC subsidiary. The other plan is active and covers substantially all of our employees. Benefits under these plans ~~have been based primarily~~ are based on a now frozen final average pay type of benefit based on age, years of service and final average pensionable earnings, and a cash balance type of benefit. The years of service component ~~of these formulae~~ for the final average pay type of benefit was frozen as of December 31, 2009. ~~Certain, and certain~~ of the pensionable earnings components were frozen as of December 31, 2012. Benefits for ~~service beginning~~ the cash balance type of benefit began on January 1, 2010 for our continuing active plan, and ~~beginning~~ began on January 1, 2016 for our frozen plan, and are based on a cash balance formula with an annual percentage of eligible pay credited based upon age and years of service or at a flat rate of eligible pay, depending on covered employee group. Substantially all of our employees also accrue benefits under a defined contribution plan.

(Millions of dollars)

~~2020~~

2023

2022

2021

Cash balance weighted average interest crediting rates	3.00 <u>3.57</u> %	3.00 %	3.00 %
--	-------------------------------	--------	--------

Table of Contents

We also have other postretirement benefits covering most employees. Retiree health care benefits are provided through comprehensive hospital, surgical, major medical benefit, prescription drug and related health benefit provisions subject to various cost sharing features. Retiree life insurance benefits are provided to a closed group of retirees. Other postretirement benefits are not funded in advance.

In connection with the Andeavor acquisition, we assumed a number of additional qualified and nonqualified noncontributory benefit pension plans, covering substantially all former Andeavor employees. Benefits under these plans are determined based on final average compensation and years of service through December 31, 2010 and a cash balance formula for service beginning January 1, 2011. These plans were frozen as of December 31, 2018. Further, as of December 31, 2019, the qualified plans were merged with our existing qualified plans in which the actuarial assumptions were materially the same between the plans. We also assumed a number of additional postretirement benefits covering eligible employees. These benefits were merged with our existing benefits beginning January 1, 2019.

Obligations and Funded Status

The accumulated benefit obligation for all defined benefit pension plans was \$~~2,272,441~~ million and \$~~2,995,272~~ million as of December 31, ~~2023 and 2022~~ ~~and 2021~~.

The following summarizes the projected benefit obligations and funded status for our defined benefit pension and other postretirement plans:

(Millions of dollars)	Pension Benefits		Other Benefits		Other Benefits
	2023	2022	2023	2021	2022
Benefit obligations at January 1	\$ <u>2,359</u>	\$ 3,295	\$ 3,674	<u>650</u>	\$ 828
Service cost	<u>195</u>	228		297 <u>18</u>	26
Interest cost	<u>116</u>	102		93 <u>31</u>	21
Actuarial <u>loss</u> /(gain) ^(e)	<u>184</u>	(653)		(169) <u>31</u>	(168)
Benefits paid ^(b)	<u>(291)</u>	(613)		(594) <u>51</u>	(57)
Plan amendments		—		—	—
Other	—	(3)		—	—
Benefit obligations at December 31	<u>2,563</u>	2,359		3,29 <u>567</u> <u>9</u>	650
Fair value of plan assets at January 1	<u>1,838</u>	3,043		2,62 <u>4</u>	—
Actual return on plan assets	<u>266</u>	(622)		194 <u>—</u>	—
Employer contributions ^(e)	<u>269</u>	30		822 <u>51</u>	57
Benefits paid from plan assets	<u>(291)</u>	(613)		(594) <u>51</u>	(57)
Fair value of plan assets at December 31	<u>2,082</u>	1,838		3,04 <u>3</u>	—
Funded status at December 31	\$ <u>(481)</u>	\$ (521)	\$ <u>(252)</u>	\$ <u>679</u>	\$ (650)

^(e) The primary driver of the actuarial gain for the pension and other postretirement benefits plans in 2022 was the increase in discount rate compared to 2021.

^(b) Of the \$613 million in benefits paid in 2022, \$285 million is related to the pension annuity lift-out.

Accrued benefit cost \$ (521) \$ (252) \$ (650) \$ (828)

^(e) Of the \$822 million in pension employer contributions in 2021, \$763 million was voluntary contributions.

Table of Contents

Amounts recognized in the consolidated balance sheet for our pension and other postretirement benefit plans at December 31 include:

<i>(Millions of dollars)</i>	Pension Benefits		Other Benefits	
	2023	2022	2023	2022
Current liabilities	(8)	(7)	(50)	(50)
Accrued benefit cost	\$ (481)	\$ (521)	\$ (679)	\$ (650)
Noncurrent liabilities	(473)	(514)	(629)	(600)

<i>(Millions of dollars)</i>	Pension Benefits		Other Benefits	
	2022	2021	2022	2021
Current liabilities	\$ (7)	\$ (11)	\$ (50)	\$ (54)
Noncurrent liabilities	(514)	(241)	(600)	(774)

Included in accumulated other comprehensive loss at December 31 were the following before-tax amounts that had not been recognized in net periodic benefit cost:

<i>(Millions of dollars)</i>	Pension Benefits		Other Benefits	
	2022	2021	2022	2021
Net actuarial loss	\$ 467	\$ 386	\$ 360	\$ 50
Prior service credit	(69)	(114)	(159)	(202)
Total	\$ 19	\$ 192	\$ 201	\$ 248

Amounts exclude those related to LOOP and Explorer, equity method investees with defined benefit pension and postretirement plans for which net losses (gains) of \$41 million and \$(45) million were recorded in accumulated other comprehensive income (loss) in 2022/2023, reflecting our ownership share.

Components of Net Periodic Benefit Cost and Other Comprehensive (Income) Loss

The following summarizes the net periodic benefit costs and the amounts recognized as other comprehensive loss (pretax) for our defined benefit pension and other postretirement plans.

<i>(Millions of dollars)</i>	2023	Pension Benefits		Other Benefits		2020
		2022	2021	2022	2021	
Service cost	\$ 20	\$ 230	\$ 287	\$ 283	\$ 30	\$ 34
Interest cost	116	102	93	98	21	30
Expected return on plan assets	(163)	(142)	(139)	(133)	—	—
Amortization of prior service cost (credit)	(45)	(45)	(45)	(45)	(22)	2
Amortization of actuarial (gain) loss	(5)	4	37	36	6	10
Settlement (gain) loss	(1)	79	75	20	—	1
Net periodic benefit cost ^(a)	\$ 10	\$ 228	\$ 308	\$ 259	\$ 7	\$ 71
Actuarial (gain) loss	\$ 7	\$ 109	\$ (227)	\$ (179)	\$ (167)	\$ (8)
Prior service credit	—	—	—	—	—	(276)
Amortization of actuarial (gain) loss	6	(83)	(112)	(56)	(6)	(11)
Amortization of prior service (cost) credit	45	45	45	45	22	(2)
Total recognized in other	\$ 13	\$ 71	\$ (147)	\$ (191)	\$ (146)	\$ (87)

Table of Contents

comprehensive (income) loss				(294)		(151)		
Total recognized in net periodic benefit cost and other comprehensive (income) loss	\$	2	\$	299	\$	14	\$	427
								(120)
								(2)
	\$	2						\$
								15

(a) Net periodic benefit cost reflects a calculated market-related value of plan assets which recognizes changes in fair value over three years.

For certain of our pension plans, lump sum payments to employees retiring in 2023, 2022, and 2021 ~~and 2020~~ exceeded the plan's total service and interest costs expected for those years. Settlement losses are required to be recorded when lump sum payments exceed total service and interest costs. As a result, pension settlement expenses were recorded in 2023, 2022, and 2021 ~~and 2020~~.

[Table of Contents](#)

Plan Assumptions

The following summarizes the assumptions used to determine the benefit obligations at December 31, and net periodic benefit cost for the defined benefit pension and other postretirement plans for [2023](#), [2022](#), [and 2021](#) ~~and 2020~~.

		<u>Pension Benefits</u>	<u>Pension Benefits</u>		<u>Other Benefits</u>	<u>Other Benefits</u>	
	2023	2022	2021	2020 2023	2022	2021	2020
Benefit obligation:							
Discount rate	4.85 %	5.04 %	2.82 %	2.44 4.88 %	5.08 %	2.93 %	2.55 %
Rate of compensation increase	4.18 %	4.18 %	5.70 %	5.70 4.18 %	4.18 %	5.70 %	5.70 %
Net periodic benefit cost:							
Discount rate	5.10 %	3.33 %	2.70 %	3.00 5.08 %	2.93 %	2.55 %	3.23 %
Expected long-term return on plan assets	7.00 %	5.75 %	5.75 %	5.75 %	— %	— %	— %
Rate of compensation increase	4.18 %	4.18 %	5.70 %	5.70 4.18 %	4.18 %	5.70 %	5.70 %

Expected Long-term Return on Plan Assets

The overall expected long-term return on plan assets assumption is determined based on an asset rate-of-return modeling tool developed by a third-party investment group. The tool utilizes underlying assumptions based on actual returns by asset category and inflation and takes into account our asset allocation to derive an expected long-term rate of return on those assets. Capital market assumptions reflect the long-term capital market outlook. The assumptions for equity and fixed income investments are developed using a building-block approach, reflecting observable inflation information and interest rate information available in the fixed income markets. Long-term assumptions for other asset categories are based on historical results, current market characteristics and the professional judgment of our internal and external investment teams.

Assumed Health Care Cost Trend

The following summarizes the assumed health care cost trend rates.

	December 31,		
	2022 2023	2021 2022	2020 2021
Health care cost trend rate assumed for the following year:			
Medical: Pre-65	6.60 7.7 %	5.80 6.60 %	6.00 5.8 %
Prescription drugs	8.90 10.80 %	6.40 8.90 %	7.00 6.4 %
Rate to which the cost trend rate is assumed to decline (the ultimate trend rate):			
Medical: Pre-65	4.50 %	4.50 %	4.50 %
Prescription drugs	4.50 %	4.50 %	4.50 %
Year that the rate reaches the ultimate trend rate:			
Medical: Pre-65	2031 2032	2030 2031	2028 2030
Prescription drugs	2031 2032	2030 2031	2028 2030

Increases in the post-65 medical plan premium for the Marathon Petroleum Health Plan and the Marathon Petroleum Retiree Health Plan have been permanently eliminated.

Plan Investment Policies and Strategies

The investment policies for our pension plan assets reflect the funded status of the plans and expectations regarding our future ability to make further contributions. Long-term investment goals are to: (1) manage the assets in accordance with the legal requirements of all applicable laws; (2) diversify plan investments across asset classes to achieve an optimal balance between

[Table of Contents](#)

risk and return and between income and growth of assets through capital appreciation; and (3) source benefit payments primarily through existing plan assets and anticipated future returns.

The investment goals are implemented to manage the plans' funded status volatility and minimize future cash contributions. The asset allocation strategy will change over time in response to changes primarily in funded status, which is dictated by current and anticipated market conditions, the independent actions of our investment committee, required cash flows to and from the plans and other factors deemed appropriate. Such changes in asset allocation are intended to allocate additional assets to the fixed income asset class should the funded status improve. The fixed income asset class shall be invested in such a manner that its

[Table of Contents](#)

interest rate sensitivity correlates highly with that of the plans' liabilities. Other asset classes are intended to provide additional return with associated higher levels of risk. Investment performance and risk is measured and monitored on an ongoing basis through quarterly investment meetings and periodic asset and liability studies. At December 31, ~~2022~~[2023](#), the primary plan's targeted asset allocation was 50 percent equity, private equity, real estate, and timber securities and 50 percent fixed income securities.

Fair Value Measurements

Plan assets are measured at fair value. The following provides a description of the valuation techniques employed for each major plan asset category at December 31, [2023 and 2022](#) ~~and 2021~~.

Cash and cash equivalents

Cash and cash equivalents include a collective fund serving as the investment vehicle for the cash reserves and cash held by third-party investment managers. The collective fund is valued at net asset value ("NAV") on a scheduled basis using a cost approach, and is considered a Level 2 asset. Cash and cash equivalents held by third-party investment managers are valued using a cost approach and are considered Level 2.

Equity

Equity investments includes common stock, mutual and pooled funds. Common stock investments are valued using a market approach, which are priced daily in active markets and are considered Level 1. Mutual and pooled equity funds are well diversified portfolios, representing a mix of strategies in domestic, international and emerging market strategies. Mutual funds are publicly registered, valued at NAV on a daily basis using a market approach and are considered Level 1 assets. Pooled funds are valued at NAV using a market approach and are considered Level 2.

Fixed Income

Fixed income investments include corporate bonds, U.S. dollar treasury bonds and municipal bonds. These securities are priced on observable inputs using a combination of market, income and cost approaches. These securities are considered Level 2 assets. Fixed income also includes a well diversified bond portfolio structured as a pooled fund. This fund is valued at NAV on a daily basis using a market approach and is considered Level 2. Other investments classified as Level 1 include mutual funds that are publicly registered, valued at NAV on a daily basis using a market approach.

Private Equity

Private equity investments include interests in limited partnerships which are valued using information provided by external managers for each individual investment held in the fund. These holdings are considered Level 3.

Real Estate

Real estate investments consist of interests in limited partnerships. These holdings are either appraised or valued using the investment manager's assessment of assets held. These holdings are considered Level 3.

Other

Other investments include two limited liability companies ("LLCs") with no public market. The LLCs were formed to acquire timberland in the northwest U.S. These holdings are either appraised or valued using the investment manager's assessment of assets held. These holdings are considered Level 3. Other investments classified as Level 1 include publicly traded depository receipts, while Level 2 include derivative transactions.

[Table of Contents](#)

The following tables present the fair values of our defined benefit pension plans' assets, by level within the fair value

(Millions of dollars)	December 31, 2022				December 31, 2021			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Cash and cash	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 4	\$ —	\$ 4
Equity:								
Common stocks	40	—	—	40	64	—	—	64
Mutual funds	104	—	—	104	170	—	—	170
Pooled funds	—	742	—	742	—	1,192	—	1,192
Fixed income:								
Corporate	—	582	—	582	—	800	—	800
Government	211	41	—	252	415	108	—	523
Pooled funds	—	79	—	79	—	192	—	192
Private equity	—	—	13	13	—	—	19	19
Real estate	—	—	14	14	—	—	17	17
Other	—	5	4	9	1	3	18	22
Total investments, at fair								

Cash Flows

Contributions to defined benefit plans

Our funding policy with respect to the funded pension plans is to contribute amounts necessary to satisfy minimum pension funding requirements, including requirements of the Pension Protection Act of 2006, plus such additional, discretionary, amounts from time to time as determined appropriate by management. In ~~2022~~2023, we made contributions totaling \$~~452~~58 million to our funded pension plans. For ~~2023~~2024, we do not project any required funding, but we may make voluntary contributions to our funded pension plans at our discretion. Cash contributions to be paid from our general assets for the unfunded pension and postretirement plans are estimated to be approximately \$~~7~~8 million and \$50 million, respectively, in ~~2023~~2024.

Estimated future benefit payments

The following gross benefit payments, which reflect expected future service, as appropriate, are expected to be paid in the

(Millions of dollars)	Pension Benefits	Other Benefits
<u>2024</u>	\$	\$
<u>2025</u>		<u>168</u>
<u>2026</u>		<u>177</u>
<u>2027</u>		<u>183</u>
<u>2028</u>		<u>194</u>
<u>2029 through 2033</u>		<u>1,100</u>

~~The following is a reconciliation of the beginning and ending balances recorded for plan assets classified as Level 3 in the fair~~

Contributions to defined contribution plan

We also contribute to a defined contribution plan for eligible employees. Contributions to this plan totaled \$176 million, \$167 million and \$165 million in 2023, 2022 and 2021, respectively.

Table of Contents

Estimated future benefit payments

The following gross benefit payments, which reflect expected future service, as appropriate, are expected to be paid in the years indicated.

(Millions of dollars)	Pension Benefits	Other Benefits
2023	\$	\$
2024	155	50
2025	165	50
2026	173	50
2027	175	50
2028 through 2032	1,010	258

Contributions to defined contribution plan

We also contribute to a defined contribution plan for eligible employees. Contributions to this plan totaled \$167 million, \$165 million and \$180 million in 2022, 2021 and 2020, respectively.

Multiemployer Pension Plan

We contribute to one multiemployer defined benefit pension plan under the terms of a collective-bargaining agreement that covers some of our union-represented employees. The risks of participating in this multiemployer plan are different

Pension
Protection
Act Zone
Status

from single-employer plans in the following aspects:

- Assets contributed to the multiemployer plan by one employer may be used to provide benefits to employees of other participating employers.
- If a participating employer stops contributing to the plan, the unfunded obligations of the plan may be borne by the remaining participating employers.
- If we choose to stop participating in the multiemployer plan, we may be required to pay that plan an amount based on the underfunded status of the plan, referred to as a withdrawal liability.

Our participation in this plan for 2023, 2022, and 2021 and 2020 is outlined in the table below. The “EIN” column provides the Employee Identification Number for the plan. The most recent Pension Protection Act zone status available in 2023 and 2022 and 2021 is for the plan’s year ended plan years ending on December 31, 2021 and December 31, 2020, respectively. The zone status is based on information that we received from the plan and is certified by the plan’s actuary. Among other factors, plans in the red zone are generally less than 65 percent funded. The “FIP/RP Status Pending/Implemented” column indicates a financial improvement plan or a rehabilitation plan has been implemented. The last column lists the expiration date of the collective-bargaining agreement to which the plan is subject. There have been no significant changes that affect the comparability of 2023, 2022, and 2021 and 2020 contributions. Our portion of the contributions does not make up more than five percent of total contributions to the plan.

RP Status	EIN	Expiration FIP/	MPC Contributions	Date of
Pending/ Pension Fund Imposed	Agreement	Collective –	(Millions of dollars)	Bargaining
Central States, Southeast and	366044243	2023 2022-2021 Red Red Implemented	2023 2022 2021 \$ 5 \$ 5 \$ 5	2020 No January 3, 2024

(a) This agreement has a minimum contribution requirement of \$338 per week per employee for 2023 and 2024. A total of 258 and 278 employees participated in the plan as of December 31, 2022 and 2023.

(b) [The parties to the expired agreement continue operating under the relevant terms of the expired agreement while negotiating a successor agreement.](#)

Multiemployer Health and Welfare Plan

We contribute to one multiemployer health and welfare plan that covers both active employees and retirees. Through the health and welfare plan, employees receive medical, dental, vision, prescription and disability coverage. Our contributions to this plan totaled \$7 million, \$7 million and \$7 million for 2023, 2022, and 2021 and 2020, respectively.

2726. Share-Based Compensation

[Table of Contents](#)

Description of the Incentive Plans

Our employees and non-employee directors are eligible to receive share, share-based and other types of awards under the Marathon Petroleum Corporation 2021 Incentive Compensation Plan ("MPC 2021 Plan"). The MPC 2021 Plan authorizes the Compensation and Organization Development Committee of our board of directors ("Committee") to grant nonqualified or incentive stock options, stock appreciation rights, share and share-based awards (including restricted stock and restricted stock

[Table of Contents](#)

unit awards), cash awards and performance awards to our employees and non-employee directors. The maximum number of shares of our common stock available for awards under the MPC 2021 Plan is 20.5 million shares. The MPC 2021 Plan became effective upon shareholder approval on April 28, 2021. Prior to that date, our employees and non-employee directors were eligible to receive share, share-based and other types of awards under the Amended and Restated Marathon Petroleum Corporation 2012 Incentive Compensation Plan ("MPC 2012 Plan"), effective April 26, 2012, and prior to that date, the Marathon Petroleum Corporation 2011 Second Amended and Restated Incentive Compensation Plan ("MPC 2011 Plan"). Shares issued as a result of awards granted under these plans are funded through the issuance of new MPC common shares.

Share-Based Awards under the Plans

~~We expense all share-based payments to employees and non-employee directors based on the grant date fair value of the awards over the requisite service period, adjusted for estimated forfeitures.~~

Stock Options

Prior to 2021, we granted stock options to certain officer and non-officer employees under the MPC 2011 Plan and the MPC 2012 Plan. Stock options represent the right to purchase shares of our common stock at an exercise price equal to the closing price of our common stock on the date of grant. Stock options generally vest over a service period of three years and expire ten years after the grant date. We [expensed stock options based on the grant date fair value of the awards over the requisite service period, adjusted for estimated forfeitures.](#) We used the Black Scholes option-pricing model to estimate the fair value of stock options granted, which requires the input of subjective assumptions.

[Table of Contents](#)

Restricted Stock and Restricted Stock Units

We grant restricted stock units to certain employees and to our non-employee directors. Prior to 2021, we granted restricted stock to certain employees and to our non-employee directors. In general, restricted stock and restricted stock units granted to employees vest over a requisite service period of three years. Restricted stock awards and restricted stock unit awards granted to officers prior to 2022 are subject to an additional ~~one-year~~one-year holding period after the three-year vesting period. Restricted stock recipients have the right to vote such stock; however, dividends are accrued and when vested are payable at the dates specified in the awards. The non-vested shares are not transferable and are held by our transfer agent. Restricted stock units granted to non-employee directors are considered to vest immediately at the time of the grant for accounting purposes, as they are non-forfeitable, but are not issued until the director's departure from the board of directors. Restricted stock unit recipients do not have the right to vote any shares of stock and accrue dividend equivalents which when vested are payable at the dates specified in the awards. We expense restricted stock and restricted stock units based on the grant date fair value of the awards over the requisite service period, adjusted for estimated forfeitures. The fair values of restricted stock and restricted stock units are equal to the market price of our common stock on the grant date.

Performance Units and Performance Share Units

We grant performance share unit awards to certain officer and non-officer employees. At grant, a performance share unit has a target value equal to the MPC common stock average 30-day closing price prior to the grant date. The actual payout value of a performance share unit is based on company performance (which can range from 0% percent to 200%) ~~during the three calendar year~~ percent) for the three-year performance period beginning ~~in~~ January 1 of the year of grant, multiplied by for the awards granted in 2021 and 2022, MPC's closing share price on the date the Committee certifies performance. ~~Performance share units have a vesting service period beginning on the grant date and ending on the last day of the three year; and for the awards granted in 2023, MPC's average closing share price for the final thirty calendar days at the end of the~~ performance period. Company performance for purposes of payout will be determined by the relative ranking of the total shareholder return ("TSR") of MPC common stock over the three-year performance period compared to the TSR of a select group of peer companies ~~and~~ the Standard & Poor's 500 Index ~~and~~ the Alerian MLP Index ~~over the performance period~~, as well as the median of MPC's compensation reference group applicable for the year the award is granted. These awards settle 100 percent in cash and are accounted for as liability awards ~~and recorded~~. We expense liability-classified performance share unit awards at fair value with a over the requisite service period, with mark-to-market ~~adjustment~~ adjustments made each quarter. ~~until payout occurs. The fair value is determined using a Monte Carlo valuation model.~~

Significant assumptions used in our Monte Carlo valuation models include: 1) risk free interest rate, for which we utilize the treasury rate for the time period closest to the remaining performance period of the award being valued; 2) look-back period (in years), for which we utilize the remaining performance period of the award being valued; and 3) expected volatility, for which we utilize the historical volatility of our own stock and the stock of our peer group for the look-back period previously discussed.

~~We also grant~~ In general, performance share ~~unit awards to certain non-officer employees. These units granted to officers have a vesting service period beginning on the grant date and ending on the last day of the three-year performance period, and~~ performance share ~~unit awards operate as explained above for awards made to certain officer~~ units granted to employees, ~~but the awards outside of our senior management~~ vest in one-third increments ~~on December 31 of the first, second and third calendar years of the three~~ at the end of each calendar year of the performance period. However, certain employees are eligible to vest in some awards earlier, subject to reaching certain age and employment milestones, with payout still occurring at the end of the original performance period.

No performance share unit awards were granted prior to 2021. Prior to 2021, we granted performance unit awards to certain officer employees under the MPC 2012 Plan. Performance units ~~are~~ were dollar-denominated. The target value of all performance units ~~is~~ was \$1.00, with actual payout up to \$2.00 per unit (up to 200 percent of target). Performance unit awards ~~have had~~ a 36-month requisite service period. The payout value of these awards ~~is~~ was determined by the relative ranking of the TSR of MPC common stock compared to the TSR of a select group of peer companies, as well as the Standard & Poor's 500 Energy Index fund over an average of four measurement periods. These awards ~~are~~ were settled 25 percent in MPC common stock and 75 percent in cash. The number of shares actually distributed ~~is~~ was determined as 25 percent of the final payout divided by the closing price of MPC common stock on the day the Committee certifies the final TSR rankings, or the next trading day if the certification is made outside of normal trading hours. The performance units paying out in cash ~~are~~ were accounted for as liability awards and recorded at fair value with a mark-to-market adjustment made each quarter. as determined using a Monte Carlo valuation model. The performance units that settle in shares ~~are~~ were accounted for as share awards ~~and do, did not receive dividend equivalents- and were expensed at grant date fair value, over the requisite service period. The grant date fair value was determined using a Monte Carlo valuation model. All outstanding performance unit awards were paid out during 2023; no performance unit awards remain outstanding at December 31, 2023.~~

[Table of Contents](#)

Total Share-Based Compensation Expense

The following table reflects activity related to our share-based compensation arrangements, ~~including the converted awards related to the acquisition of Andeavor~~:

<i>(Millions of dollars)</i>	<u>2023</u>	2022	2021	2020
Share-based compensation expense	\$ <u>211</u>	\$ 153	\$ 88	\$ 100
Tax benefit recognized on share-based compensation expense	<u>51</u>	37	22	25
Cash received by MPC upon exercise of stock option awards	<u>62</u>	243	106	11
Tax benefit received for tax deductions for stock awards exercised	<u>49</u>	53	13	16

[Table of Contents](#)

	Restricted Stock		Restricted Stock Units	
	Number of	Weighted Average Grant Date	Number of	Weighted Average Grant Date
Unvested at December 31, 2021 2022	194,629 691	\$ 60.95 54.60	2,313,919 1,786,150	\$ 35.84 50.3
Granted	—	—	653,378	601.16
Vested	(191,833)	60.98	(1,026,720)	1.11
Forfeited	(2,105)	60.92	(154,427)	78.797
Unvested at December 31, 2022 2023	691	54.60	1,786,150	1,192,704

The following is a summary of the values related to restricted stock and restricted stock unit awards held by MPC employees and non-employee directors:

	Restricted Stock		Restricted Stock Units	
	Intrinsic Value of Awards Vested During the Period (Millions of dollars)	Weighted Average Grant Date Fair Value of Awards Granted During the Period	Intrinsic Value of Awards Vested During the Period (Millions of dollars)	Weighted Average Grant Date Fair Value of Awards Granted During the Period
20 22 <u>20</u> <u>23</u>	\$ 17	\$ —	\$ 99	\$ 75.81
<u>20</u>	17	—	99	75.81
20	20	—	90	55.27
20	18	56.49	59	22.82

Table of Contents

As of December 31, ~~2022, 2023, there was no~~ unrecognized compensation cost related to restricted stock awards ~~was less than \$1 million, which is expected to be recognized over a weighted average period of 0.1 years~~. Unrecognized compensation cost related to restricted stock unit awards was \$~~54.75~~ million, which is expected to be recognized over a weighted average period of ~~4.18~~2.0 years.

Performance ~~Unit~~ Awards

The following ~~table presents~~ is a summary of ~~the 2022 activity for~~ performance ~~share~~ unit awards ~~to be settled in shares~~ activity ~~in 2023~~:

	Number of Units	Weighted Average Grant Date Fair Value
Unvested at December 31, 2021	6,255,283	\$ 0.78
Vested	(6,221,223)	0.77
Forfeited	(34,060)	0.89
Unvested at December 31, 2022	—	—

~~The number of shares that would be issued upon target vesting, using the closing price of our common stock on December 31, 2022 would be 26,685 shares.~~

~~Performance units to be settled in MPC shares have a grant date fair value calculated using a Monte Carlo valuation model, which requires the input of subjective assumptions. The following table provides a summary of these assumptions:~~

	<u>2020</u>
Risk-free interest rate	0.9 %
Look-back period (in years)	2.8
Expected volatility	30.4 %
Grant date fair value of performance units granted	\$ 0.1
	<u>Number of Performance</u>
Unvested at December 31, 2022	862,313
Granted	295,296
Vested	(549,905)
Forfeited	(27,038)
Unvested at December 31, 2023	580,666

~~The risk-free interest rate for the remaining performance period as of the grant date is based on the U.S. Treasury yield curve in effect at the time of the grant. The look-back period reflects the remaining performance period at the grant date. The assumption for the expected volatility of our stock price reflects the average MPC common stock historical volatility. We paid \$14 million, \$26 million and \$10 million during the years ended 2023, 2022 and 2021, respectively, to settle performance unit awards. No cash was paid during the same years to settle performance share unit awards.~~

~~As of December 31, 2023, unrecognized compensation cost related to performance awards was \$55 million, which is expected to be recognized over a weighted average period of 1.3 years. As of December 31, 2023, the total liability associated with performance awards was \$279 million.~~

MPLX Awards

Compensation expense for awards of MPLX units are not material to our consolidated financial statements for ~~2022~~2023.

2827. Leases

Lessee

We lease a wide variety of facilities and equipment including land and building space, office and field equipment, storage facilities and transportation equipment. Our remaining lease terms range from less than one year to ~~96~~95 years. Most long-term leases include renewal options ranging from less than one year to 49 years and, in certain leases, also include purchase options. The lease term included in the measurement of right of use assets and lease liabilities includes options to extend or terminate our leases that we are reasonably certain to exercise.

Under ASC 842, the components of lease cost are shown below. Lease costs for operating leases are recognized on a straight line basis and are reflected in the income statement based on the leased asset's use. Lease costs for finance leases are reflected in depreciation and amortization and in net interest and other financial costs.

<i>(Millions of dollars)</i>	2023	2022	2021	2020
Finance lease cost:				

Table of Contents

Amortization of right of use assets	\$		\$	\$	\$	\$
Interest on lease liabilities		<u>25</u>	29		31	35
Operating lease cost		<u>489</u>	490		565	658
Variable lease cost		<u>54</u>	59		62	60
Short-term lease cost		<u>881</u>	772		446	649
Total lease cost	\$	<u>1,522</u>	\$	1,431	\$	1,471

Supplemental consolidated balance sheet data related to leases were as follows:

	December 31,	
	2022 2023	2024 2022
<i>(Millions of dollars)</i>		
Operating leases		
Assets		
Right of use assets	\$ 1,214,120	\$ 1,372,120
Liabilities		
Operating lease liabilities	\$ 368,400	\$ 438,300
Long-term operating lease liabilities	841	927
	764	841
Total operating lease liabilities	\$ 1,209,120	\$ 1,365,120
Weighted average remaining lease term (in years)	5.4	5.0
	4	5
Weighted average discount rate	3.554.1 %	3.113.5 %
Finance leases		
Assets		
Property, plant and equipment, gross	\$ 818,700	\$ 815,800
Less accumulated depreciation	412,413	336,412
Property, plant and equipment, net	\$ 406,300	\$ 479,400
Liabilities		
Debt due within one year	\$ 790	\$ 730
Long-term debt	451,401	525,451
Total finance lease liabilities	\$ 530,470	\$ 598,530
Weighted average remaining lease term (in years)	9.99	10.39
Weighted average discount rate	5.095.1 %	5.045.1 %

As of December 31, ~~2022~~2023, maturities of lease liabilities for operating lease obligations and finance lease obligations having initial or remaining non-cancellable lease terms in excess of one year are as follows:

<i>(Millions of dollars)</i>	Operating	Fi	Finance
		e	
	\$		\$
2023 2024	403,494		404,910
2024 2025	308,356		87,820
2025 2026	228,181		78,790
2026 2027	140,100		75,630
2027 2028	72,660		59,470
2028 2029 and thereafter	172,128		268,228
Gross lease payments	1,323,132		674,590
Less: imputed interest	114,107		144,120
Total lease liabilities	\$ 1,209,125		\$ 530,470

[Table of Contents](#)
Lessor

MPLX is considered to be the lessor under several operating lease agreements in accordance with GAAP related to certain fee-based natural gas transportation and processing agreements in the Marcellus and Southern Appalachia region. The primary term of these agreements expire between 2026 and 2036, however, these contracts either have renewal options or will continue thereafter on a year-to-year basis until terminated by either party.

MPLX did not elect to use the practical expedient to combine lease and non-lease components for lessor arrangements. The tables below represent the portion of the contract allocated to the lease component based on relative standalone selling price. MPLX elected the practical expedient to carry forward historical classification conclusions until a modification of an existing agreement occurs. Once a modification occurs, the amended agreement is required to be assessed under ASC 842 to determine whether a reclassification of the lease is required.

[Table of Contents](#)
[Table of Contents](#)

During the third quarter of 2022, the approved expansion of a gathering and compression system triggered the first assessment of a third party agreement under ASC 842. As a result of the assessment during the period, the lease was reclassified from an operating lease to a sales-type lease. Accordingly, the underlying property, plant and equipment of \$745 million and associated deferred revenue of \$277 million were derecognized. The present value of the future lease payments of \$914 million and the unguaranteed residual value of \$63 million were recorded as the net investment in the lease within receivables and other noncurrent assets. This resulted in a gain of approximately \$509 million, which was recorded as a net gain on disposal of assets in the consolidated statements of income. This transaction was a non-cash transaction.

Lease revenues are included in sales and other operating revenues on the consolidated statements of income. Lease revenues were as follows:

<i>(Millions of dollars)</i>	<u>2023</u>	2022	2021
2020			
Operating leases:			
Rental income	\$ 243	\$ 327	\$ 376
	308		
Sales-type leases:			
Interest income (Sales-type rental revenue-fixed minimum)	114	46	
	—		
Interest income (Revenue from variable lease payments)	<u>22</u>	<u>16</u>	
	—		
Sales-type lease revenue	\$ <u>136</u>	\$ 62	\$ —

The following is a schedule of minimum future rentals on the non-cancelable operating leases as of December 31,

~~2022~~2023: *(Millions of dollars)*

2023 <u>2024</u>	\$ 97,117
2024 <u>2025</u>	95
2025 <u>2026</u>	64
2026 <u>2027</u>	37,75
2027 <u>2028</u>	46,53
2028 <u>2029</u> and thereafter	46
2029 <u>2030</u> and thereafter	24,250
Total minimum future rentals	\$ 330,636

Annual minimum undiscounted lease payment receipts under our sales-type leases were as follows as of December 31,

~~2022~~2023: *(Millions of dollars)*

2023 <u>2024</u>	\$ 169,175
2024 <u>2025</u>	456
2025 <u>2026</u>	146,161
2026 <u>2027</u>	137,150
2027 <u>2028</u>	128,141
2028 <u>2029</u> and thereafter	132
2029 <u>2030</u> and thereafter	970,959
Total minimum future rentals	1,706,178
Less: present value discount interest	765 imputed
Lease receivables ^(a)	\$ 944,940

Current lease receivables ^(b)	\$ 98,102
Long-term lease receivables ^(c)	843,838
Unguaranteed residual assets	66,78
Total sales-type lease assets	\$ 1,007,101

(a) This amount does not include the unguaranteed residual assets.

(b) Presented in receivables, net on the consolidated balance sheets.

(c) Presented in other noncurrent assets on the consolidated balance sheets.

Capital expenditures related to assets subject to sales-type lease arrangements were \$27,50 million for the year ended December 31, ~~2022~~2023. These amounts are reflected as additions to property, plant and equipment in the consolidated statements of cash flows.

The following schedule summarizes our investment in assets held under operating lease by major classes as of December 31, ~~2023 and 2022-and-2024~~:

(Millions of dollars)	December 31,		December 31,
	2023	2022	2024
Gathering and transportation	\$ 86	\$ 94	\$ 99
Processing and fractionation	1,000	973	867
Pipelines	12		
Terminals	129	128	128
Land, building and other	10	10	15
Property, plant and equipment	1,237	1,205	2,004
Less accumulated depreciation	396	330	523
Total property, plant and equipment, net	\$ 841	\$ 875	\$ 1,471

2928. Commitments and Contingencies

We are the subject of, or a party to, a number of pending or threatened legal actions, contingencies and commitments involving a variety of matters, including laws and regulations relating to the environment. Some of these matters are discussed below. For matters for which we have not recorded a liability, we are unable to estimate a range of possible loss because the issues involved have not been fully developed through pleadings, discovery or court proceedings. However, the ultimate resolution of some of these contingencies could, individually or in the aggregate, be material.

Environmental Matters

We are subject to federal, state, local and foreign laws and regulations relating to the environment. These laws generally provide for control of pollutants released into the environment and require responsible parties to undertake remediation of hazardous waste disposal sites and certain other locations including presently or formerly owned or operated retail marketing sites. Penalties may be imposed for noncompliance.

At ~~both December 31, 2023 and~~ December 31, 2022 ~~and 2024~~, accrued liabilities for remediation totaled \$387 million ~~and \$401 million, respectively~~. It is not presently possible to estimate the ultimate amount of all remediation costs that might be incurred or the penalties, if any, that may be imposed. Receivables for recoverable costs from certain states, under programs to assist companies in clean-up efforts related to underground storage tanks at presently or formerly owned or operated retail marketing sites, were \$5 million ~~and \$6 million~~ at ~~both~~ December 31, ~~2023 and December 31, 2022-and-2024, respectively~~.

Governmental and other entities in various states have filed climate-related lawsuits against ~~numerous a number of~~ energy companies, including MPC. ~~The lawsuits allege damages as a result of~~ Although each suit is separate and unique, the lawsuits generally allege defendants made knowing misrepresentations about knowingly concealing, or failing to warn of the impacts of their petroleum products, which led to increased demand and worsened climate change ~~and the plaintiffs~~. Plaintiffs are seeking unspecified damages and abatement under various tort theories, as well as breaches of consumer protection and unfair trade statutes. We are currently subject to such proceedings in federal or state courts in California, Delaware, Maryland, Hawaii, Rhode Island ~~and~~, South Carolina ~~and Oregon~~. Similar lawsuits may be filed in other jurisdictions. At this early stage, the ultimate outcome of these matters remain uncertain, and neither the likelihood of an unfavorable outcome nor the ultimate liability, if any, can be determined.

We are involved in a number of environmental enforcement matters arising in the ordinary course of business. While the outcome and impact on us cannot be predicted with certainty, management believes the resolution of these environmental matters will not, individually or collectively, have a material adverse effect on our consolidated results of operations, financial position or cash flows.

Asset Retirement Obligations

Our short-term asset retirement obligations were \$~~2724~~ million and \$~~1427~~ million at December 31, ~~2023 and 2022-and-2024~~, respectively, and are included in other current liabilities in our consolidated balance sheets. Our long-term asset retirement obligations were \$~~186218~~ million and \$~~187186~~ million at December 31, ~~2023 and 2022-and-2024~~, respectively, which are included in deferred credits and other liabilities in our consolidated balance sheets.

Other Legal Proceedings

In July 2020, Tesoro High Plains Pipeline Company, LLC ("THPP"), a subsidiary of MPLX, received a Notification of Trespass Determination from the Bureau of Indian Affairs ("BIA") relating to a portion of the Tesoro High Plains Pipeline that crosses the Fort Berthold Reservation in North Dakota. The notification demanded the immediate cessation of pipeline operations and assessed trespass damages of approximately \$187 million. After subsequent appeal proceedings and in compliance with a new

[Table of Contents](#)

order issued by the BIA, in December 2020, THPP paid approximately \$4 million in assessed trespass damages and ceased use of

[Table of Contents](#)
[Table of Contents](#)

[of](#) the portion of the pipeline that crosses the property at issue. In March 2021, the BIA issued an order purporting to vacate the BIA's prior orders related to THPP's alleged trespass and direct the Regional Director of the BIA to reconsider the issue of THPP's alleged trespass and issue a new order. In April 2021, THPP filed a lawsuit in the District of North Dakota against the United States of America, the U.S. Department of the Interior and the BIA (~~together~~[collectively](#), the "U.S. Government Parties") challenging

Table of Contents

the March 2021 order purporting to vacate all previous orders related to THPP's alleged trespass. On February 8, 2022, the U.S. Government Parties filed their answer and counterclaims to THPP's suit claiming THPP is in continued trespass with respect to the pipeline and seek disgorgement of pipeline profits from June 1, 2013 to present, removal of the pipeline and remediation. ~~We intend to vigorously defend ourselves against these counterclaims.~~ On November 8, 2023, the Court granted THPP's motion to sever and stay the U.S. Government Parties' counterclaims. The case will proceed on the merits of THPP's challenge to the March 2021 order purporting to vacate all previous orders related to THPP's alleged trespass.

We are also a party to a number of other lawsuits and other proceedings arising in the ordinary course of business. While the ultimate outcome and impact to us cannot be predicted with certainty, we believe that the resolution of these other lawsuits and proceedings will not, individually or collectively, have a material adverse effect on our consolidated financial position, results of operations or cash flows.

Guarantees

We have provided certain guarantees, direct and indirect, of the indebtedness of other companies. Under the terms of most of these guarantee arrangements, we would be required to perform should the guaranteed party fail to fulfill its obligations under the specified arrangements. In addition to these financial guarantees, we also have various performance guarantees related to specific agreements.

Guarantees related to indebtedness of equity method investees

LOOP and LOCAP

MPC and MPLX hold interests in an offshore oil port, LOOP, and MPLX holds an interest in a crude oil pipeline system, LOCAP. Both LOOP and LOCAP have secured various project financings with throughput and deficiency agreements. Under the agreements, MPC, as a shipper, is required to advance funds if the investees are unable to service their debt. Any such advances are considered prepayments of future transportation charges. The duration of the agreements varies but tend to follow the terms of the underlying debt, which extend through ~~2037~~2040. Our maximum potential undiscounted payments under these agreements for the debt principal totaled \$~~474~~222 million as of December 31, ~~2022~~2023.

Dakota Access Pipeline

MPLX holds a 9.19 percent indirect interest in ~~a joint venture ("Dakota Access") that, which~~ owns and operates ~~the Dakota Access Pipeline and Energy Transfer Crude Oil Pipeline projects, collectively referred to as~~ the Bakken Pipeline system ~~or DAPL~~. In 2020, the U.S. District Court for the District of Columbia (the "D.D.C.") ordered the U.S. Army Corps of Engineers ("Army Corps"), which granted permits and an easement for the Bakken Pipeline system, to prepare an environmental impact statement ("EIS") relating to an easement under Lake Oahe in North Dakota. The D.D.C. later vacated the easement. The Army Corps ~~expects to release~~issued a draft EIS in September 2023, detailing various options for the easement going forward, including denying the easement, approving the easement with additional measures, rerouting the easement, or approving the easement with no changes. The Army Corps has not selected a preferred alternative, but will make a decision in its final review, after considering input from the public and other agencies. The pipeline remains operational while the Army Corps finalizes its decision which is expected to be issued by the end of 2024.

~~In May 2021, the D.D.C. denied a renewed request for an injunction to shut down the pipeline while the EIS is being prepared. In June 2021, the D.D.C. issued an order dismissing without prejudice the tribes' claims against the Dakota Access Pipeline. The litigation could be reopened or new litigation challenging the EIS, once completed, could be filed. The pipeline remains operational.~~

MPLX has entered into a Contingent Equity Contribution Agreement whereby it, along with the other joint venture owners in the Bakken Pipeline system, has agreed to make equity contributions to the joint venture upon certain events occurring to allow the entities that own and operate the Bakken Pipeline system to satisfy their senior note payment obligations. The senior notes were issued to repay amounts owed by the pipeline companies to fund the cost of construction of the Bakken Pipeline system. If the vacation of the easement results in a temporary shutdown of the pipeline ~~were temporarily shut down~~, MPLX would have to contribute its 9.19 percent pro rata share of funds required to pay interest accruing on the notes and any portion of the principal that matures while the pipeline is shutdown. MPLX also expects to contribute its 9.19 percent pro rata share of any costs to remediate any deficiencies to reinstate the ~~permit~~easement and/or return the pipeline into operation. If the ~~vacatur~~vacation of the easement ~~permit~~ results in a permanent shutdown of the pipeline, MPLX would have to contribute its 9.19 percent pro rata share of the cost to redeem the bonds (including the 1% percent redemption premium required pursuant to the indenture governing the notes) and any accrued and unpaid interest. As of December 31, ~~2022~~2023, our maximum potential undiscounted payments under the Contingent Equity Contribution Agreement were approximately \$170 million.

Crowley Blue Water Partners

In connection with our 50 percent indirect interest in Crowley Blue Water Partners, we have agreed to provide a conditional guarantee of up to 50 percent of its outstanding debt balance in the event there is no charter agreement in place with an investment grade customer for the entity's three vessels as well as other financial support in certain circumstances. As of December 31, ~~2022~~2023, our maximum potential undiscounted payments under this arrangement ~~was~~were \$~~104~~94 million.

[Table of Contents](#)
[Table of Contents](#)

Marathon Oil indemnifications

The separation and distribution agreement and other agreements with Marathon Oil to effect our spinoff provide for cross-indemnities between Marathon Oil and us. In general, Marathon Oil is required to indemnify us for any liabilities relating to Marathon Oil's historical oil and gas exploration and production operations, oil sands mining operations and integrated gas operations, and we are required to indemnify Marathon Oil for any liabilities relating to Marathon Oil's historical refining, marketing and transportation operations. The terms of these indemnifications are indefinite and the amounts are not capped.

Table of Contents

Other guarantees

We have entered into other guarantees with maximum potential undiscounted payments totaling \$~~160~~113 million as of December 31, ~~2022~~2023, which primarily consist of a commitment to contribute cash to an equity method investee for certain catastrophic events, in lieu of procuring insurance coverage, a commitment to fund a share of the bonds issued by a government entity for construction of public utilities in the event that other industrial users of the facility default on their utility payments, a commitment to pay a termination fee on a supply agreement if terminated during the initial term, and leases of assets containing general lease indemnities and guaranteed residual values.

General guarantees associated with dispositions

Over the years, we have sold various assets in the normal course of our business. Certain of the related agreements contain performance and general guarantees, including guarantees regarding inaccuracies in representations, warranties, covenants and agreements, and environmental and general indemnifications that require us to perform upon the occurrence of a triggering event or condition. These guarantees and indemnifications are part of the normal course of selling assets. We are typically not able to calculate the maximum potential amount of future payments that could be made under such contractual provisions because of the variability inherent in the guarantees and indemnities. Most often, the nature of the guarantees and indemnities is such that there is no appropriate method for quantifying the exposure because the underlying triggering event has little or no past experience upon which a reasonable prediction of the outcome can be based.

Contractual Commitments and Contingencies

At December 31, ~~2022~~2023, our contractual commitments to acquire property, plant and equipment totaled \$~~289~~281 million. Our contractual commitments to acquire property, plant and equipment totaled \$~~565~~289 million at December 31, ~~2021~~, ~~primarily consisting of refining projects which includes the conversion of the Martinez refinery to a renewable diesel facility~~2022.

Certain natural gas processing and gathering arrangements require us to construct natural gas processing plants, natural gas gathering pipelines and NGL pipelines and contain certain fees and charges if specified construction milestones are not achieved for reasons other than force majeure. In certain cases, certain producer customers may have the right to cancel the processing arrangements if there are significant delays that are not due to force majeure.

30. Subsequent Events

~~Incremental \$5 Billion Share Repurchase Authorization~~

~~On January 31, 2023, we announced that our board of directors approved an incremental \$5.0 billion share repurchase authorization. The authorization has no expiration date. We may utilize various methods to effect the repurchases, which could include open market repurchases, negotiated block transactions, accelerated share repurchases, tender offers or open market solicitations for shares, some of which may be effected through Rule 10b5-1 plans. The timing of repurchases will depend upon several factors, including market and business conditions, and repurchases may be discontinued at any time.~~

~~MPLX Senior Notes~~

~~On February 9, 2023, MPLX issued \$1.6 billion aggregate principal amount of senior notes in a public offering, consisting of \$1.1 billion aggregate principal amount of 5.00% senior notes due March 2033 and \$500 million principal amount of 5.65% senior notes due March 2053.~~

~~On February 15, 2023, MPLX used \$600 million of the net proceeds to redeem all of the outstanding Series B preferred units. MPLX also provided notice to redeem all of MPLX's and MarkWest's \$1.0 billion 4.50% senior notes due July 2023.~~

GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

~~For value received, Marathon Petroleum Corporation, a Delaware corporation (the "Guarantor"), located at 539 South Main Street, Findlay, Ohio 45840, absolutely and unconditionally guarantees to assume the duties and obligations of Marathon Petroleum Company LP, with an address at 539 South Main Street, Findlay, Ohio 45840 (the "Franchisor"), under its Wholesale Marketer Agreement identified in its 2023 Minnesota public offering statement, as it may be amended, and as that Wholesale Marketer Agreement may be entered into with wholesalers and amended, modified or extended from time to time for franchises registered under the Minnesota Franchise Act (the "License Agreements"). This guarantee continues until all such obligations of the Franchisor under the License Agreements are satisfied or until the liability of Franchisor to its wholesalers under the License Agreements has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a wholesaler against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.~~

~~The Guarantor signs this guarantee at Findlay, OH on March 28, 2023~~

Its: Vice President, Treasury

GUARANTEE OF PERFORMANCE

For value received, Marathon Petroleum Corporation, a Delaware corporation (the “Guarantor”), located at 539 South Main Street, Findlay, Ohio 45840, absolutely and unconditionally guarantees to assume the duties and obligations of Marathon Petroleum Company LP, with an address at 539 South Main Street, Findlay, Ohio 45840 (the “Franchisor”), under its Wholesale Marketer Agreement identified in its 2024 Minnesota public offering statement, as it may be amended, and as that Wholesale Marketer Agreement may be entered into with wholesalers and amended, modified or extended from time to time for franchises registered under the Minnesota Franchise Act (the “License Agreements”). This guarantee continues until all such obligations of the Franchisor under the License Agreements are satisfied or until the liability of Franchisor to its wholesalers under the License Agreements has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a wholesaler against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Findlay, Ohio on March 18, 2024_____.

Guarantor:

MARATHON PETROLEUM CORPORATION

(Add)

By: _____

Name: ely Ni

Its: Vice President, Treasury and Treasurer

EXHIBIT E
RECEIPTS

**RECEIPT
(OUR COPY)**

This public offering statement summarizes certain provisions of the wholesale marketer agreement and other information in plain language. Read this public offering statement and all agreements carefully.

If Marathon Petroleum Company LP offers to appoint you a wholesaler, it must provide this public offering statement to you 7 days before you sign a binding agreement with, or make a payment to, Marathon Petroleum Company LP in connection with the proposed sale.

The franchisor is Marathon Petroleum Company LP, 539 S. Main Street, Findlay, Ohio 45840. Tel: (419) ~~421-2121~~422-2121.

Marathon Petroleum Company LP's registered agent authorized to receive service of process in Minnesota is Commissioner of Commerce, Minnesota Department of Commerce, 85 7th Street East, Suite 500, St. Paul, MN 55101.

I have received a public offering statement dated March ~~30~~28, ~~2023~~2024, effective in Minnesota on ~~April 20~~2024, that includes the following Exhibits:

- Exhibit A - Wholesale Marketer Agreement
- Exhibit B - State Addendum and Agreement Rider
- Exhibit C - List of Branded Wholesalers
- Exhibit D - Financial Statements and Guarantee of Performance
- Exhibit E - Receipts

This Receipt may be executed by digital or electronic means through the use of commercially available electronic software and which results in a confirmed signature delivered electronically to Marathon Petroleum Company LP.

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

Please sign this copy of the receipt, print the date on which you received this public offering statement and return it either electronically as indicated above or by mail to Marketing Services, Marathon Petroleum Company LP, 539 S. Main Street, Findlay, ~~OH~~Ohio 45840.

**RECEIPT
(YOUR COPY)**

This public offering statement summarizes certain provisions of the wholesale marketer agreement and other information in plain language. Read this public offering statement and all agreements carefully.

If Marathon Petroleum Company LP offers to appoint you a wholesaler, it must provide this public offering statement to you 7 days before you sign a binding agreement with, or make a payment to, Marathon Petroleum Company LP in connection with the proposed sale.

The franchisor is Marathon Petroleum Company LP, 539 S. Main Street, Findlay, Ohio 45840. Tel: (419) ~~421-2121~~422-2121.

Marathon Petroleum Company LP's registered agent authorized to receive service of process in Minnesota is Commissioner of Commerce, Minnesota Department of Commerce, 85 7th Street East, Suite 500, St. Paul, MN 55101.

I have received a public offering statement dated March ~~30~~28, ~~2023~~2024, effective in Minnesota on ~~April 20-2023~~2024, that includes the following Exhibits:

- Exhibit A - Wholesale Marketer Agreement
- Exhibit B - State Addendum and Agreement Rider
- Exhibit C - List of Branded Wholesalers
- Exhibit D - Financial Statements and Guarantee of Performance
- Exhibit E - Receipts

_____	_____	_____
Date	Signature	Printed Name
_____	_____	_____
Date	Signature	Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS PUBLIC OFFERING STATEMENT AND KEEP IT FOR YOUR RECORDS.



Summary report:	
Litera Compare for Word 11.2.0.54 Document comparison done on 3/28/2024 2:12:53 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: 2023 Minnesota Public Offering Statement (Exxon-Mobil).pdf	
Modified filename: MPC LP (Exxon-Mobil) - 2024 MN Offering Statement - final.pdf	
Changes:	
Add	1558
Delete	1513
Move From	0
Move To	0
Table Insert	299
Table Delete	317
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	11
Embedded Excel	0
Format changes	0
Total Changes:	3698