Section 1: 8-K (FORM 8-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

Current Report
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) October 1, 2018

Marathon Petroleum Corporation
(Exact name of registrant as specified in its charter)

Delaware	**001-35054**	**27-1284632**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

539 South Main Street **Findlay, Ohio**	**45840**
(Address of principal executive offices)	**(Zip Code)**

Registrant's telephone number, including area code:
(419) 422-2121

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

On October 1, 2018, pursuant to the terms of the Agreement and Plan of Merger, dated as of April 29, 2018 (as amended, the "Merger Agreement") and amended by an Amendment to Agreement of Plan of Merger, dated July 3, 2018 ("Amendment No. 1"), and a Second Amendment to Agreement and Plan of Merger, dated September 18, 2018 ("Amendment No. 2"), by and among Marathon Petroleum Corporation, a Delaware corporation ("MPC"), Andeavor, a Delaware corporation, Mahi Inc., a Delaware corporation and wholly owned subsidiary of MPC ("Merger Sub 1"), and Mahi LLC (n/k/a Andeavor LLC), a Delaware limited liability company and wholly owned subsidiary of MPC ("Merger Sub 2"), Merger Sub 1 merged with and into Andeavor, with Andeavor surviving the first merger as a wholly owned subsidiary of MPC (the "First Merger"). Immediately after the consummation of the First Merger, Andeavor merged with and into Merger Sub 2 with Merger Sub 2 surviving the second merger (the "Surviving Company") as a wholly owned subsidiary of MPC (the "Second Merger" and, together with the First Merger, the "Merger").

As previously disclosed, under the terms of the Merger Agreement, subject to the proration, allocation and other limitations set forth in the Merger Agreement and the election materials separately provided to the applicable stockholders, stockholders of Andeavor had the option to elect to receive, for each share of Andeavor common stock held by them of record as of immediately prior to the effective time of the First Merger (the "Effective Time") (except for excluded shares as more particularly set forth in the Merger Agreement):

- 1.87 shares of MPC common stock, with cash in lieu of any fractional share of MPC common stock (the "Stock Consideration"); or
- $152.27 in cash (the "Cash Consideration").

Based on the preliminary prorationing, MPC will pay approximately $3.5 billion in cash and issue 240 million shares of MPC common stock to former holders of Andeavor in connection with the Merger. The final prorationing and the final calculation of the number of shares of MPC common stock issued and the final cash consideration paid in connection with the Merger will be made post-closing after the expiration of the notice of guaranteed delivery period applicable to the cash/stock election.

Subject to the terms and conditions of the Merger Agreement, at the Effective Time, equity awards outstanding under Andeavor's equity plans ceased to represent equity awards denominated in shares of Andeavor's common stock and were converted into the right to receive shares of MPC common stock in an amount equal to the product of the number of shares of Andeavor common stock subject to such Andeavor award immediately prior to the Effective Time multiplied by the exchange ratio, with performance-vesting awards converted into time-vesting awards based on the greater of target and actual performance; provided, however, that certain equity awards held by non-employee directors were converted into the right to receive the cash merger consideration.

The issuance of shares of MPC common stock in connection with the Merger Agreement was registered under the Securities Act of 1933 pursuant to MPC's registration statement on Form S-4 (Registration No. 333-225244), declared effective by the Securities and Exchange Commission (the "SEC") on August 3, 2018 (the "Registration Statement"). The joint proxy statement/prospectus (the "Joint Proxy Statement/Prospectus") included in the Registration Statement contains additional information about the Merger and incorporates by reference additional information about the Merger from Current Reports on Form 8-K filed by MPC and Andeavor.

The foregoing description of the Merger Agreement and the Merger does not purport to be complete and is qualified in its entirety by reference to the Merger Agreement, Amendment No. 1 and Amendment No. 2, copies of which are attached as Exhibit 2.1, 2.2 and 2.3, respectively, to this Current Report on Form 8-K, each of which is incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

The information set forth in Item 2.03 of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.01 Completion of Acquisition or Disposition of Assets.

The information set forth in the Introductory Note of this Current Report on Form 8-K is incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

As a result of the completion of the Merger, as of the effective time of the Second Merger, the Surviving Company assumed an aggregate principal amount of $3.375 billion in senior notes issued by Andeavor, consisting of $475 million aggregate principal amount of 5.375% Senior Notes due October 1, 2022; $850 million aggregate principal amount of 4.750% Senior Notes due December 15, 2023; $300 million aggregate principal amount of 5.125% Senior Notes due April 1, 2024 ; $750 million aggregate principal amount of 5.125% Senior Notes due December 15, 2026; $500 million aggregate principal amount of 3.800% Senior Notes due April 1, 2028; and $500 million aggregate principal amount of 4.500% Senior Notes due April 1, 2048 (collectively, the "Andeavor senior notes").

The Andeavor senior notes are the senior unsecured obligations of the Surviving Company. The indentures governing the Andeavor senior notes contain customary reporting and restrictive covenants that, among other things, restrict the ability of Andeavor and its subsidiaries to incur indebtedness secured by a lien on any principal property without securing the Andeavor senior notes on an equal and ratable basis and to consolidate or merge with another entity or transfer or sell all or substantially all of its assets. The indentures governing the Andeavor senior notes also contain customary events of default.

On August 29, 2018, MPC announced that, in connection with the Merger, it had commenced offers to exchange any and all outstanding Andeavor senior notes for (1) up to $3.375 billion aggregate principal amount of new notes issued by MPC having the same maturity and interest rates as the Andeavor senior notes and (2) cash. In addition, on the same date, Andeavor commenced consent solicitations from holders of each series of the Andeavor senior notes to amend the indentures governing the Andeavor senior notes to remove certain restrictive and reporting covenants and certain default provisions. The exchange offers and consent solicitations expired at 12:01 a.m., New York City time, on October 1, 2018 and are expected to close on October 2, 2018.

On September 13, 2018 and upon receiving the requisite consents, Andeavor entered into supplemental indentures to amend the indentures governing the Andeavor senior notes to remove the majority of these restrictive covenants and certain default provisions. The supplemental indentures became effective upon execution but will only become operative upon consummation of the exchange offers and consent solicitations.

As previously disclosed, on August 28, 2018, MPC entered into a $5 billion five-year revolving credit agreement and a $1.0 billion 364-day revolving credit agreement (collectively, the "new MPC credit agreements"). The new MPC credit agreements became effective upon the closing of the Merger. The new MPC $5 billion credit agreement replaced MPC's previously effective $2.5 billion five-year revolving credit agreement, which was terminated in connection with the closing of the Merger and upon the new MPC credit agreements becoming effective. Also in connection with the closing of the Merger, Andeavor's previously effective $3 billion revolving credit facility was terminated and the approximately $408 million outstanding under Andeavor's revolving credit facility was repaid with cash on hand.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective October 1, 2018, pursuant to the terms of the Merger Agreement, the MPC Board of Directors (the "MPC Board") increased its size from ten members to twelve members and appointed Edward G. Galante, Gregory J. Goff, Kim K.W. Rucker and Susan Tomasky as directors (the "New MPC Directors"). The MPC Board determined that the New MPC Directors, other than Mr. Goff, met the independence requirements under the rules of the New York Stock Exchange and MPC's independence standards. Mr. Goff and Ms. Tomasky have been appointed as Class I directors with terms expiring in 2021. Mr. Galante and Ms. Rucker have been appointed as Class II directors with terms expiring in 2019. Ms. Tomasky will serve as chair of the audit committee, Mr. Galante will serve as a member of the compensation committee, and all the New MPC Directors will serve as members of the MPC Board's new Sustainability Committee. Upon such appointments and pursuant to MPC's requirements under the Merger Agreement, Donna A. James and Frank M. Semple will no longer serve as members of the MPC Board. Neither of these departures were as a result of any disagreement with MPC, its management or the MPC Board. Ms. James served as our audit committee chair and as a member of our compensation committee. Ms. James will serve as a board observer and is expected to attend, in a non-voting capacity, certain meetings of the MPC Board and its committees, for which she will receive cash compensation at a rate of $300,000 per year. Mr. Semple will continue to serve on the board of directors of the general partner of MPLX LP, MPC's sponsored master limited partnership. Additionally, Mr. Semple has been appointed to serve on the board of directors of the general partner of Andeavor Logistics LP.

As non-employee directors, Mr. Galante and Mses. Rucker and Tomasky will receive compensation in the same manner as MPC's other non-employee directors. The terms of non-employee director compensation were disclosed in MPC's definitive proxy statement for its 2018 Annual Meeting, filed with the SEC on March 15, 2018.

Mr. Goff was appointed by the MPC Board to the position of Executive Vice Chairman of MPC. Consequently, he will not receive compensation for his services as a director. As previously disclosed in the Joint Proxy Statement/Prospectus, Mr. Goff's compensation will be governed by the terms of a Letter Agreement with MPC that became effective in connection with the Merger, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

In connection with Ms. Rucker's prior service, she will be entitled to receive deferred payments relating to her termination of employment with Andeavor.

Effective October 1, 2018, the MPC Board appointed Donald C. Templin as President of Refining, Marketing and Supply. Prior to this appointment, Mr. Templin served as President of MPC.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On October 1, 2018, in connection with the Merger, MPC amended its certificate of incorporation to increase the number of authorized shares of MPC common stock from one billion to two billion, as approved by MPC stockholders at MPC's September 24, 2018 special meeting of stockholders (the "Authorized Share Amendment"). Following the effectiveness of the Authorized Share Amendment, MPC filed a Restated Certificate of Incorporation which restated and integrates into a single document, but does not further amend, MPC's certificate of incorporation, as amended to date. The foregoing descriptions of the Authorized Share Amendment and the Restated Certificate of Incorporation do not purport to be complete and are subject to, and qualified in their entirety by, the full text of the Authorized Share Amendment and the Restated Certificate of Incorporation, which are attached as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On October 1, 2018, MPC issued a press release announcing the completion of the Merger. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(a) Financial statements of business acquired.

(b) Pro forma financial information.

The financial statements of Andeavor and pro forma financial information of MPC required to be filed under Item 9.01 of Form 8-K are included in MPC's Registration Statement on Form S-4 (Registration No. 333-225244) as filed with the SEC on May 29, 2018, and as amended on July 5, 2018 and July 20, 2018.

(d) Exhibits.

Exhibit Number	Description
2.1*	Agreement and Plan of Merger, dated as of April 29, 2018, by and among Marathon Petroleum Corporation, Andeavor, Mahi Inc. and Mahi LLC (incorporated by reference to Exhibit 2.1 to Marathon Petroleum Corporation's Current Report on Form 8-K filed on April 30, 2018, Commission file number 001-35054).
2.2	Amendment to Agreement and Plan of Merger, dated as of July 3, 2018, by and among Marathon Petroleum Corporation, Andeavor, Mahi Inc. and Mahi LLC (incorporated by reference to Exhibit 2.2 to Marathon Petroleum Corporation's Current Report on Form S-4/A filed on July 5, 2018, Commission file number 333-225244).
2.3	Second Amendment to Agreement and Plan of Merger, dated as of September 18, 2018, by and among Marathon Petroleum Corporation, Andeavor, Mahi Inc. and Mahi LLC (incorporated by reference to Exhibit 2.1 to Marathon Petroleum Corporation's Current Report on Form 8-K filed on September 18, 2018, Commission file number 001-35054).
3.1	Amendment to the Restated Certificate of Incorporation of Marathon Petroleum Corporation, dated October 1, 2018.
3.2	Restated Certificate of Incorporation of Marathon Petroleum Corporation, dated October 1, 2018.
10.1	Letter Agreement between Marathon Petroleum Corporation and Gregory J. Goff, dated as of April 29, 2018 and effective as of October 1, 2018.
99.1	Press release of Marathon Petroleum Corporation, dated October 1, 2018.

* Certain schedules and exhibits to this agreement have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished supplementally to the SEC upon request.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Marathon Petroleum Corporation

Date: October 1, 2018

By: /s/ Molly R. Benson
Name: Molly R. Benson
Title: Vice President, Chief Securities, Governance & Compliance Officer and Corporate Secretary

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Section 2: EX-3.1 (EX-3.1)

Exhibit 3.1

CERTIFICATE OF AMENDMENT
OF
RESTATED CERTIFICATE OF INCORPORATION
OF
MARATHON PETROLEUM CORPORATION

Marathon Petroleum Corporation (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware (the "General Corporation Law"), does hereby certify:

FIRST: Article FOUR, Section 1 of the Restated Certificate of Incorporation of the Corporation is hereby amended in its entirety to read as follows:

"1. Authorized Shares. The aggregate number of shares of capital stock which the Corporation will have authority to issue is 2,030,000,000 (Two Billion Thirty Million), of which 2,000,000,000 (Two Billion) shares are classified as common stock, par value $.01 per share ("Common Stock"), and of which 30,000,000 (Thirty Million) shares are classified as preferred stock, par value $.01 per share ("Preferred Stock"). The Corporation may issue shares of any class or series of its capital stock for such consideration and for such corporate purposes as the Board of Directors of the Corporation (the "Board") may from time to time determine. Each share of Common Stock shall be entitled to one vote."

SECOND: That said amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by a duly authorized officer this 1st day of October, 2018.

MARATHON PETROLEUM CORPORATION

By: /s/ Molly R. Benson
Name: Molly R. Benson
Title: Vice President, Chief Securities, Governance and Compliance Officer and Corporate Secretary

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Section 3: EX-3.2 (EX-3.2)

Exhibit 3.2

RESTATED CERTIFICATE OF INCORPORATION
of
MARATHON PETROLEUM CORPORATION

The present name of the corporation is Marathon Petroleum Corporation (the "Corporation"). The Corporation was incorporated under the name "MPC Holdings Inc." by the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware on November 9, 2009. This Restated Certificate of Incorporation of the Corporation only restates and integrates and does not further amend the provisions of the Corporation's Certificate of Incorporation as theretofore amended or supplemented and there is no discrepancy between the provisions of the Certificate of Incorporation as theretofore amended and supplemented and the provisions of this Restated Certificate of Incorporation. This Restated Certificate of Incorporation was duly adopted in accordance with the provisions of Section 245 of the General Corporation Law of the State of Delaware (the "DGCL"). The Certificate of Incorporation of the corporation is hereby integrated and restated to read in its entirety as follows:

ARTICLE ONE
NAME

The name of the Corporation is Marathon Petroleum Corporation.

ARTICLE TWO
REGISTERED AGENT

The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the Corporation's registered agent at that address is The Corporation Trust Company.

ARTICLE THREE
CORPORATE PURPOSE

The purpose of the Corporation is to engage in any lawful business, act or activity for which corporations may be organized under the DGCL.

ARTICLE FOUR
AUTHORIZED SHARES

1. Authorized Shares. The aggregate number of shares of capital stock which the Corporation will have authority to issue is 2,030,000,000 (Two Billion Thirty Million), of which 2,000,000,000 (Two Billion) shares are classified as common stock, par value $.01 per share ("Common Stock"), and of which 30,000,000 (Thirty Million) shares are classified as preferred stock, par value $.01 per share ("Preferred Stock"). The Corporation may issue shares of any class or series of its capital stock for such consideration and for such corporate purposes as the Board of Directors of the Corporation (the "Board") may from time to time determine. Each share of Common Stock shall be entitled to one vote.

2. Preferred Stock. The Preferred Stock may be issued in one or more series. The Board is hereby authorized to issue the shares of Preferred Stock in such series and to fix from time to time before issuance the number of shares to be included in any such series and the designation, powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions applicable to such rights. The authority of the Board with respect to each such series will include, without limiting the generality of the foregoing, the determination of any or all of the following:

(a) the number of shares of any series and the designation to distinguish the shares of such series from the shares of all other series;

(b) other than any voting rights required by applicable law, statute, rule or regulation of any governmental authority (collectively, "Applicable Laws"), the voting powers, if any, and whether such voting powers are full or limited in such series;

(c) the redemption provisions, if any, applicable to such series, including the redemption prices, times, rates, adjustments and other terms and conditions of redemption (including the manner of selecting shares of such series for redemption if fewer than all shares of such series are to be redeemed);

(d) whether dividends, if any, will be cumulative, noncumulative or partially cumulative, the dividend rate of such series (or the method of calculation thereof), and the dates, conditions and preferences of dividends on such series;

(e) the rights of such series upon the voluntary or involuntary dissolution of, or upon any distribution of the assets of, the Corporation;

(f) the provisions, if any, pursuant to which the shares of such series are convertible into, or exchangeable for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation, at such price or prices or at such rate or rates of exchange and with such adjustments applicable thereto;

(g) the right, if any, to subscribe for or to purchase any securities of the Corporation;

(h) the provisions, if any, of a sinking fund applicable to such series; and

(i) any other designations, preferences and relative, participating, optional or other special rights, and qualifications, limitations or restrictions thereof; all as may be determined from time to time by the Board, stated or expressed in the resolution or resolutions providing for the issuance of such Preferred Stock and set forth in a Certificate of Designation for such series of Preferred Stock filed with the Secretary of State of the State of Delaware in accordance with the DGCL (a "Preferred Stock Designation").

3. Consent of Stockholders Not Required. Except as required by the DGCL or other Applicable Laws, any Preferred Stock Designation or this Restated Certificate of Incorporation, a series of Preferred Stock may be authorized, and the terms of any series of Preferred Stock may be amended, without the consent, approval or other action of the holders of Common Stock, of any other series of Preferred Stock or of any other class of capital stock of the Corporation.

4. No Preemptive or Preferential Rights. Except as otherwise may be provided in any Preferred Stock Designation, no holder of any shares of any class or series of capital stock of the Corporation, by reason of the holding of such shares of any class or series of capital stock of the Corporation, will have a preemptive or preferential right to acquire or subscribe for any shares of any class or series of capital stock or other securities (including securities convertible into or exercisable for capital stock) of the Corporation, whether now or hereafter authorized, which may at any time be issued, sold or offered for sale by the Corporation.

5. No Cumulative Voting of Shares. Except as otherwise may be provided in any Preferred Stock Designation, cumulative voting of shares of any class or series of capital stock is prohibited.

ARTICLE FIVE
FOREIGN OWNERSHIP

1. Certain Definitions. For purposes of this Article FIVE:

(a) "Fair Market Value" shall mean the average Market Price of one Share of the same class as the Excess Shares for the twenty (20) consecutive trading days next preceding the date of determination. The "Market Price" for a particular day shall mean (i) the last reported sales price, regular way, or, in case no sale takes place on such day, the average of the reported closing bid and asked prices, regular way, in either case as reported on the New York Stock Exchange, Inc. ("NYSE") composite transactions reporting system or, if the Shares are not then listed or admitted to unlisted trading privileges on the NYSE, as reported on the consolidated reporting system of the principal national securities exchange (then registered as such pursuant to section 6 of the Securities Exchange Act of 1934, as amended or modified from time to time (the "Exchange Act")) on which such capital stock is then listed or admitted to unlisted trading privileges; or (ii) if the Shares are not then listed or admitted to unlisted trading privileges on the NYSE or on any national securities exchange, (A) the average of the closing "bid" and "asked" prices on such day in the over-the-counter market as reported by the NASDAQ Stock Market LLC ("NASDAQ") or (B) if "bid" and "asked" prices for the Shares of the same class on such day shall not have been reported on NASDAQ, the average of the "bid" and "asked" prices for such day as furnished by any NYSE member firm regularly making a market in and for the Shares. If the Shares are not publicly traded, the Fair Market Value thereof shall mean the fair value of one Share of the same class as the Excess Shares, as determined in good faith by the Board, which determination shall be conclusive.

(b) "Maritime Laws" means the Foreign Dredge Act of 1906, 46 U.S.C. section 55109, as amended; the Merchant Marine Act of 1920, 46 U.S.C. section 55101, et seq., as amended; the Shipping Act of 1916, 46 U.S.C. section 50501, as amended; and any other U.S. maritime, shipping, and vessel statutes, common laws, regulations and binding publications requiring or relating to the ownership or control of the Corporation for purposes of qualifying to own and operate vessels in coastwise trade as a U.S. Citizen, as the same may be amended or modified from time to time.

(c) "Non-U.S. Citizen" shall mean any Person other than a U.S. Citizen.

(d) to "Own" or to be an "Owner" of any Shares or other equity interests, means (i) to hold such Shares of record (with the power to act on behalf of the beneficial holder), or to be considered a "beneficial owner" of such Shares or other equity interests, as that term is defined pursuant to Rule 13d-3 promulgated by the Securities and Exchange Commission under the Exchange Act, as such rule may be amended or modified from time to time, or any successor rule thereto; (ii) to be entitled to dividends or other distributions in respect of such Shares or other equity interests; or (iii) to otherwise control, or be permitted to exercise control over, such Shares or other equity interests, with the Board being authorized to determine reasonably the meaning of such control for this purpose pursuant to the guidelines set forth in Subpart C (sections 67.30-67.47) of Title 46 of the Code of Federal Regulations, as the same may be amended or modified from time to time.

(e) "Permitted Percentage" means a percentage that is equal to two percent (2%) less than the percentage that would cause the Corporation to be no longer qualified as a U.S. Citizen to engage in coastwise trade under the Maritime Laws. As of the date of the adoption of this Restated Certificate of Incorporation, the Permitted Percentage is twenty-three percent (23%). In determining whether or not the Permitted Percentage has been exceeded, the total number of Shares shall include only those Shares issued and outstanding in the relevant class and shall exclude Shares of such class, if any, held in the treasury of the Corporation.

(f) "Person" means an individual or a corporation, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

(g) "U.S. Citizen" means: (i) an individual who is a native-born, naturalized or derivative citizen of the United States, or otherwise qualifies as a United States citizen; (ii) a partnership of which all of its general partners are citizens of the United States and at least seventy-five percent (75%) of the interest in the partnership is Owned by citizens of the United States; (iii) a trust whereby each of its trustees is a citizen of the United States, each beneficiary with an enforceable interest in the trust is a citizen of the United States, and at least seventy-five percent (75%) of the interest in the trust is Owned by citizens of the United States; (iv) an association or joint venture if each of its members is a citizen of the United States; (v) a corporation if (A) it is incorporated under the laws of the United States or of a State of the United States or a political subdivision thereof, or any other territory or possession of the United States, (B) its chief executive officer, by whatever title, and its Chairman of the Board are citizens of the United States, (C) no more of its directors are non-citizens than a minority of the number necessary to constitute a quorum, and (D) at least seventy-five percent (75%) of the equity interests in the corporation is Owned by citizens of the United States; (vi) a governmental entity that is an entity of the federal government of the United States or of the government of a State of the United States or a political subdivision thereof, or any other territory or possession of the United States, all as further defined in Subpart C (sections 67.30-67.47) of Title 46 of the Code of Federal Regulations, as the same may be amended or modified from time to time. With respect to a limited liability company, a "U.S. Citizen" shall mean an entity that meets the requirements of clause (ii) above, and, if the limited liability company has a chief executive officer, by whatever title, or a board of managers or directors, then it shall also meet the relevant requirements of clause (v) above.

2. Foreign Ownership and Control Restricted. The purpose of this Article FIVE is to limit the ownership and control of the Corporation by Non-U.S. Citizens to ensure that the Corporation remains qualified to own and operate vessels engaged in coastwise trade as a U.S. Citizen under the Maritime Laws. At no time shall Non-U.S. Citizens, individually or in the aggregate, be permitted to Own greater than the Permitted Percentage of any class of capital stock of the Corporation ("Shares"). If at any time Non-U.S. Citizens, individually or in the aggregate, become the Owners of more than the Permitted Percentage of any class of Shares, the Corporation shall have the power to take the actions prescribed in paragraphs 4, 5 and 6 of this Article FIVE. Notwithstanding the foregoing, the Preferred Stock Designation for any series of Preferred Stock authorized in accordance with Article FOUR may provide that such series of Preferred Stock is excluded from the restrictions set forth in, and the application of, this Article FIVE.

3. Implementation. The Corporation is authorized to effect any and all measures and to make any and all determinations reasonably necessary or desirable (consistent with Applicable Laws and this Restated Certificate of Incorporation) to fulfill the purpose and implement the provisions of this Article FIVE, including without limitation: (a) requiring one or more Owner(s) of Shares to confirm his, her or its citizenship status and/or to provide citizenship certificates or other reasonable evidence of his, her or its citizenship status from time to time, and suspending voting, dividend and other distribution rights with respect to any Shares held by such Owner(s) until such confirmation and/or evidence is received; (b) maintaining the share transfer records of the Corporation in such a manner so that the percentage of any class of Shares that is Owned by U.S. Citizens and by Non-U.S. Citizens can be determined and confirmed; (c) obtaining, as a condition precedent to the transfer on the records of the Corporation, representations, citizenship certificates and/or other evidence as to the identity and citizenship status from all transferees (and from any recipient upon original issuance) of any Shares and, if such transferee (or recipient) is acting as a fiduciary or nominee for another Owner, such other Owner, and the registration of transfer (or original issuance) shall be denied upon refusal of such transferee (or recipient) to make such representations and/or furnish such citizenship certificates or other evidence; (d) recording in the share records of the Corporation and/or on registrations of transfer (or original issue) whether or not the Owner(s) of each issued and outstanding Share is a U.S. Citizen. The Corporation is authorized to take such other ministerial actions or make such interpretations as it may deem necessary or advisable in order to implement the purpose and the policy set forth in paragraph 2 of this Article FIVE.

4. Restrictions on Transfer. Any transfer, or attempted transfer, of any Share(s), the effect of which would be to cause one or more Non-U.S. Citizens, individually or in the aggregate, to Own Shares of any class of capital stock in excess of the Permitted Percentage, shall be void and ineffective as against the Corporation, and neither the Corporation nor its transfer agent or registrar shall be required to (a) register such transfer or purported transfer on the share records of the Corporation or (b) recognize the transferee or purported transferee thereof as a stockholder of the Corporation for any purpose whatsoever except to the extent necessary to effect any remedy available to the Corporation pursuant to this Article FIVE.

5. Suspension of Voting, Dividend and Other Distribution Rights of Non-U.S. Citizen Owned Shares. If on any date (including any record date), the number of Shares of any class of capital stock that is Owned, individually or in the aggregate, by Non-U.S. Citizens is in excess of the Permitted Percentage (such Shares owned by Non-U.S. Citizens in excess of the Permitted Percentage are referred to in this Restated Certificate of Incorporation as the "Excess Shares"), the Corporation shall determine which Shares Owned by Non-U.S. Citizens constitute the Excess Shares. The determination shall be made by reference to the date or dates that the Shares were acquired by Non-U.S. Citizens, starting with the most recent acquisition of Shares by a Non-U.S. Citizen and including, in reverse chronological order of acquisition, all other acquisitions of Shares of the same class by Non-U.S. Citizens from and after the acquisition of the Shares that first caused the Permitted Percentage to be exceeded. The determination of the Corporation as to which Shares constitute Excess Shares shall be conclusive. Shares deemed to constitute Excess Shares shall (so long as such excess exists) not be accorded any voting rights and shall not be deemed to be outstanding for purposes of determining the vote required on any matter brought before the stockholders of the Corporation for a vote thereon. The Corporation shall (so long as such excess exists) withhold the payment of dividends, if any, and the sharing in any other distribution (upon liquidation or otherwise) in respect of Excess Shares. At such time as the Permitted Percentage is no longer exceeded, full voting, dividend and other distribution rights shall be restored to any Shares previously deemed to be Excess Shares that are no longer Excess Shares, and any dividend or other distribution with respect to such Shares that has been withheld shall be due and payable, without interest thereon, solely to the record holders of such Shares within a reasonable time after the Permitted Percentage is no longer exceeded.

6. Redemption of Excess Shares. The Corporation shall have the power, but no obligation, to redeem any Excess Shares subject to the following terms and conditions:

(a) the Corporation shall pay a redemption price per share for the Excess Shares to be redeemed equal to the sum of (i) the Fair Market Value of one Share of the same class on the date that the Excess Shares are called for redemption and (ii) the amount of any dividend or other distribution declared with respect to such Excess Shares prior to the date that they are called for redemption hereunder but which has been withheld by the Corporation pursuant to paragraph 5 of this Article FIVE, without interest thereon;

(b) the redemption price shall be paid in U.S. Dollars;

(c) the Corporation shall give a notice of redemption by first class mail, postage prepaid, mailed not less than ten (10) calendar days prior to the redemption date to each holder of record of the Excess Shares to be redeemed, at such holder's address as the same appears on the share transfer records of the Corporation (or, in the absence of such address in the transfer records of the Corporation, at such other address as the Corporation may determine in its sole discretion). Each such notice shall state (i) the redemption date, (ii) the number of Excess Shares to be redeemed from such holder, (iii) the redemption price per Excess Share and the manner of payment thereof; and (iv) that dividends and other distributions, if any, on the Excess Shares to be redeemed will cease to accrue on such redemption date;

(d) from and after the redemption date and upon payment by the Corporation of the redemption price, dividends and other distributions, if any, on the Excess Shares called for redemption shall cease to accrue and such Shares shall no longer be deemed to be outstanding and all rights of the holders thereof as stockholders of the Corporation shall cease; and

(e) such other terms and conditions as the Board may determine in its sole discretion.

7. Citizenship of Officers and Directors. At no time shall (a) more than the minority of the number of Directors of the Corporation necessary to constitute a quorum of Directors for a meeting be Non-U.S. Citizens or (b) the Chairman of the Board or Chief Executive Officer (by whatever title) of the Corporation be a Non-U.S. Citizen.

8. NYSE Transactions. Nothing in this Article FIVE shall preclude the settlement of any transaction entered into through the facilities of the NYSE or any other national securities exchange (then registered as such pursuant to section 6 of the Exchange Act) or automated inter-dealer quotation system for so long as any class or series of the capital stock of the Corporation is listed on the NYSE or on such exchange or traded through such system. The fact that the settlement of any transaction occurs shall not negate the effect of any provision of this Article FIVE and any transferee in such a transaction shall be subject to all of the provisions and limitations set forth in this Article FIVE.

9. Severability. Each provision of this Article FIVE is intended to be severable from every other provision. If any one or more of the provisions contained in this Article FIVE is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of any other provision of this Article FIVE or this Restated Certificate of Incorporation shall not be affected, and such other provisions shall be construed as if the provisions held to be invalid, illegal or unenforceable had been reformed to the extent required to be valid, legal and enforceable.

ARTICLE SIX
BOARD OF DIRECTORS

1. Authority of the Board. The business and affairs of the Corporation will be managed by or under the direction of the Board. In addition to the authority and powers conferred on the Board by the DGCL or by the other provisions of this Restated Certificate of Incorporation, the Board hereby is authorized and empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the DGCL, this Restated Certificate of Incorporation, any Preferred Stock Designation and any Bylaws of the Corporation; *provided, however*, that no Bylaws hereafter adopted, or any amendments thereto, will invalidate any prior act of the Board that would have been valid if such Bylaws or amendment had not been adopted.

2. Number of Directors. The number of Directors which will constitute the whole Board shall be fixed from time to time exclusively by, and may be increased or decreased from time to time exclusively by, the affirmative vote of a majority of the Directors then in office (subject to such rights of holders of a series of shares of Preferred Stock to elect one or more Directors pursuant to any provisions contained in any Preferred Stock Designation), but in any event will not be less than three (3) or greater than twelve (12). In the event of any change in the authorized number of Directors, each Director then continuing to serve as such shall nevertheless continue as a Director of the class of which he or she is a member until the expiration of his or her current term, or the earlier of his or her death, resignation or removal. The Board shall specify the class to which a newly created directorship shall be allocated.

3. Classification and Terms of Directors. The Directors (other than those Directors, if any, elected by the holders of any series of Preferred Stock pursuant to the Preferred Stock Designation for such series of Preferred Stock, voting separately as a class), will be divided into three classes as nearly equal in size as practicable: Class I, Class II and Class III. Each Director will serve for a three year term expiring on the date of the third annual meeting of stockholders of the Corporation following the annual meeting of stockholders at which that Director was elected; *provided, however*, that the Directors first designated as Class I Directors will serve for a term expiring on the date of the annual meeting of stockholders next following the end of the calendar year 2011, the Directors first designated as Class II Directors will serve for a term expiring on the date of the annual meeting of stockholders next following the end of the calendar year 2012, and the Directors first designated as Class III Directors will serve for a term expiring on the date of the annual meeting of stockholders next following the end of the calendar year 2013. Each Director will hold office until the annual meeting of stockholders at which that Director's term expires and, the foregoing notwithstanding, serve until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. Any Director elected by the holders of a series of Preferred Stock will be elected for the term set forth in the applicable Preferred Stock Designation.

4. Election and Succession of Directors. Election of Directors need not be by written ballot unless the Bylaws of the Corporation so provide. At each annual election, the Directors chosen to succeed those whose terms then expire will be of the same class as the Directors they succeed, unless, by reason of any intervening changes in the authorized number of Directors, the Board shall have designated one or more directorships whose term then expires as directorships of another class in order to more nearly achieve equality of number of Directors among the classes.

5. Removal of Directors. Subject to the rights, if any, of holders of Preferred Stock as set forth in any applicable Preferred Stock Designation, Directors of the Corporation may be removed from office only (a) by the Court of Chancery pursuant to Section 225(c) of the DGCL or (b) for cause by the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all then outstanding shares of capital stock of the Corporation generally entitled to vote in the election of Directors, voting together as a single class. Except as Applicable Laws otherwise provide, "cause" for the removal of a Director will be deemed to exist only if the Director whose removal is proposed: (i) has been convicted, or has been granted immunity to testify in any proceeding in which another has been convicted, of a felony by a court of competent jurisdiction and that conviction is no longer subject to direct appeal; (ii) has been found to have been grossly negligent or guilty of misconduct in the performance of his or her duties to the Corporation in any matter of substantial importance to the Corporation by a court of competent jurisdiction; or (iii) has been adjudicated by a court of competent jurisdiction to be mentally incompetent, which mental incompetency directly affects his or her ability to serve as a Director of the Corporation.

6. Vacancies. Subject to the rights, if any, of holders of Preferred Stock as set forth in any Preferred Stock Designation, newly created directorships resulting from any increase in the number of Directors and any vacancies on the Board resulting from death, resignation, removal or other cause will be filled by the affirmative vote of a majority of the Directors remaining in office even if they represent less than a quorum of the Board, or by the sole remaining Director if

only one Director remains in office. Any Director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until that Director's successor shall have been elected and qualified or until his or her earlier death, resignation or removal. Except as a Preferred Stock Designation may provide otherwise with respect to a Director elected pursuant such Preferred Stock Designation, no decrease in the number of Directors constituting the Board will shorten the term of any incumbent Director.

ARTICLE SEVEN
BYLAWS

The Board shall have the power to adopt, amend, repeal or restate the Bylaws of the Corporation. Any adoption, amendment, repeal or restatement of the Bylaws of the Corporation by the Board shall require the approval of a majority of the Directors then in office. The stockholders shall also have the power to adopt, amend, repeal or restate the Bylaws of the Corporation at any meeting of stockholders before which such matter has been properly brought in accordance with the Bylaws of the Corporation; *provided, however*, that, except for any amendment, repeal or restatement approved by the majority of the Directors then in office, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by Applicable Laws or by this Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of all then outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, shall be required to adopt, amend, repeal or restate any provision of the Bylaws of the Corporation.

ARTICLE EIGHT
AMENDMENTS OF THIS RESTATED CERTIFICATE

Notwithstanding anything in this Restated Certificate of Incorporation or the Bylaws of the Corporation to the contrary, the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, shall be required to alter, amend, repeal or restate any provision of this Restated Certificate of Incorporation; *provided, however*, that if any such alteration, amendment, repeal or restatement (except any alteration, amendment, repeal or restatement of Article SIX, this Article EIGHT or Article NINE) has been approved by the majority of the Directors then in office, then the affirmative vote of the holders of a majority of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, will be sufficient to adopt such alteration, amendment, repeal or restatement. Any alteration, amendment, repeal or restatement to Article SIX, this Article EIGHT or Article NINE shall require the affirmative vote of the holders of at least eighty percent (80%) of the voting power of all then outstanding shares of capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, regardless of whether or not such alteration, amendment, repeal or restatement is approved by the majority of the Directors then in office.

ARTICLE NINE
NO STOCKHOLDER ACTION BY WRITTEN CONSENT

From and after the first date as of which the Corporation has a class or series of capital stock required to be registered under the Exchange Act, and subject to the rights, if any, of holders of Preferred Stock as set forth in a Preferred Stock Designation, any action required or permitted to be taken by the stockholders of the Corporation must be effected at an annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by those stockholders.

ARTICLE TEN
PERSONAL LIABILITY OF DIRECTORS LIMITED

No Director of the Corporation shall be personally liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a Director; *provided, however*, that the foregoing provision will not eliminate or limit the liability of a Director (a) for any breach of that Director's duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) pursuant to section 174 of the DGCL, as the same exists or as that provision hereafter may be amended or modified from time to time, or (d) for any transactions from which that Director derived an improper personal benefit. If the DGCL is amended or modified after the filing of this Restated Certificate of Incorporation to authorize corporate action further eliminating or limiting the personal liability of Directors, then the liability of a Director, in addition to the limitation on personal liability provided in this Restated Certificate of Incorporation, will be limited to the fullest extent permitted by that law, as so amended or modified. Any repeal or modification of this Article TEN by the stockholders of the Corporation will be prospective only and will not have any effect on the liability or alleged liability of a Director arising out of or related to any event, act or omission that occurred prior to such repeal or modification.

ARTICLE ELEVEN
COMPROMISE OR ARRANGEMENT WITH CREDITORS OR STOCKHOLDERS

Whenever a compromise or arrangement is proposed between the Corporation and its creditors or any class of them or between the Corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of the Corporation or of any creditor or stockholder thereof, or on the application of any receiver or receivers appointed for the Corporation pursuant to section 291 of the DGCL, or on the application of trustees in dissolution or of any receiver or receivers appointed for the Corporation pursuant to section 279 of the DGCL, order a meeting of the creditors or class of creditors or of the stockholders or class of stockholders of the Corporation, as the case may be, to be summoned in such manner as such court directs. If the majority in number representing three-fourths in value of the creditors or class of creditors, or of the stockholders or class of stockholders, of the Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of the Corporation as a consequence of that compromise or arrangement, such compromise or arrangement and such reorganization, if sanctioned by the court to which such application has been made, will be binding on all the creditors or class of creditors, or on all the stockholders or class of stockholders, of the Corporation, as the case may be, and also on the Corporation.

ARTICLE TWELVE
JURISDICTION FOR CERTAIN PROCEEDINGS

The Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any Director or officer of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation arising pursuant to any provision of the DGCL, this Restated Certificate of Incorporation, any Preferred Stock Designation or the Bylaws of the Corporation, or (iv) any other action asserting a claim against the Corporation or any Director or officer of the Corporation that is governed by or subject to the internal affairs doctrine for choice of law purposes.

ARTICLE THIRTEEN
CAPTIONS

Captions to Articles and paragraphs are included for convenience of reference only, and do not constitute a part of this Restated Certificate of Incorporation for any other purpose or in any way affect the meaning or construction of any provision of this Restated Certificate of Incorporation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Corporation has caused this Restated Certificate of Incorporation to be executed this 1st day of October, 2018.

MARATHON PETROLEUM CORPORATION

By: /s/ Molly R. Benson
Name: Molly R. Benson
Title: Vice President, Chief Securities, Governance & Compliance Officer and Corporate Secretary

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Section 4: EX-10.1 (EX-10.1)

Exhibit 10.1

EXECUTION VERSION

April 29, 2018

Gregory J. Goff
At the address on file with the Company

Dear Greg:

This letter (this "**Letter Agreement**") is intended to memorialize our agreement regarding the terms of your employment with Marathon Petroleum Corporation ("**Parent**") and your rights to certain compensation and benefits upon and following the closing date (the "**Effective Date**") of the proposed acquisition (the "**Transaction**") of Andeavor (the "**Company**") by Parent pursuant to the Agreement and Plan of Merger, dated as of the date hereof, between the Company, Parent, Mahi Inc., a wholly owned subsidiary of Parent, and Mahi LLC, a wholly owned subsidiary of Parent (the "**Merger Agreement**"). In the event that (i) your employment with the Company terminates for any reason prior to the Effective Date or (ii) the Merger Agreement is terminated without the closing of the Transaction, this Letter Agreement will be void *ab initio* and will have no further force or effect and none of the parties will have any obligations hereunder.

From the Effective Date until the first anniversary of the Effective Date, subject to earlier termination of your employment or extension by mutual agreement between you and Parent, you will be employed by Parent with the following payments and benefits and you agree to accept the following terms of continued employment and service:

1. *Position.* During the period of your employment hereunder, your title will be Executive Vice Chairman. You will have all of the customary authorities, duties and responsibilities that accompany the position of Executive Vice Chairman, as discussed and agreed with the Chief Executive Officer of Parent. Upon the Effective Date, you will also be appointed as a member of Parent's Board of Directors.

2. *Target Annual Direct Compensation during Period of Employment.*

   A. Annual Base Salary. Your annual base salary will be at a rate of $1,600,000 per year during your employment hereunder, and will be paid in accordance with Parent's normal payroll practices.

   B. Annual Bonus Opportunity. Beginning in 2019, you will be eligible to receive an annual target bonus opportunity of 160% of your base salary, with the actual amount of the annual bonus paid and performance goals and other terms and conditions that are determined by Parent in accordance with the terms and conditions of Parent's annual bonus program, as in effect from time to time for similarly situated executives.

C. Long-Term Incentive Opportunity. You will be eligible to receive an annual target long-term incentive with a grant date value of $12,250,000. The long-term incentive awards will be subject to the terms and conditions of Parent's long-term incentive program, as in effect from time to time for similarly situated executives; provided that (i) for awards in the form of options to purchase Parent common stock, you will be deemed eligible for retirement treatment and (ii) awards in any other form will provide that, on termination by Parent without cause or resignation by you for any reason more than one year following the Effective Date, such awards will continue to vest in accordance with their terms, with any performance-based awards vesting based on actual performance.

3. *Termination of Employment*. Provided that you remain employed with Parent through the first anniversary of the Effective Date, or if your employment is terminated by Parent or its affiliates prior to such date without Cause (as defined in the CIC Plan), upon your termination (other than your termination for Cause, as defined in the CIC Plan), you shall be entitled to receive the Change in Control Benefit (as defined in the CIC Plan) applicable to the Chief Executive Officer in accordance with the terms and conditions of the Company's Amended and Restated Executive Severance and Change in Control Plan (the "**CIC Plan**"), and such termination shall be treated as a Qualifying Termination for purposes of your outstanding, unvested equity-based awards granted prior to the Effective Date. For the avoidance of doubt, you hereby waive your right to resign for Good Reason through the first anniversary of the Effective Date under the CIC Plan and under your outstanding, unvested equity-based awards granted prior to the Effective Date.

   For purposes of this Letter Agreement, "**Qualifying Termination**" means a termination without Cause or for Good Reason as defined under the Company Amended and Restated 2011 Long-Term Incentive Plan.

4. *Benefits and Compliance with Parent Policies*. During your employment with Parent, you will be eligible to participate in the employee retirement and welfare plans that are comparable in the aggregate to those provided to you by the Company before the Effective Time. You will be credited with your years of service with the Company and its subsidiaries before the Effective Time for purposes of vesting, eligibility to participate in, benefit entitlement and levels of benefits under any applicable compensation or benefit plans of the Company or Parent following the Effective Date. For the avoidance of doubt, this Letter Agreement will not affect your rights or benefits pursuant to the Company's Executive Security Plan, Pension Plan, Executive Deferred Compensation Plan, or similar Company benefit plans. During your employment, you will be subject to all applicable compensation and benefit and governance policies of Parent that are applicable to similarly situated executives, as in effect from time to time.

5. *Confidentiality*. In the course of your employment with and involvement with Parent, the Company and their respective affiliates, you have obtained, or may obtain, confidential information, confidential knowledge or confidential data concerning Parent, the Company and their respective affiliates' businesses, strategies, operations, clients, customers, prospects, financial affairs, organizational and personnel matters, policies, procedures and other nonpublic matters, or concerning those of third parties. You hereby covenant and agree that, at any time during or after your employment, you will not disclose any Confidential Information, except when required to perform your duties to Parent or one of its affiliates, by law or judicial process, and that all Confidential Information remains the sole property of Parent and its applicable affiliates. "**Confidential Information**"

means all non-public information concerning trade secrets, know-how, software, developments, inventions, processes, technology, designs, the financial data, strategic business plans or any proprietary or confidential information, whether tangible or intangible, documents or materials in any form or media, including (without limitation) any of the foregoing relating to research, operations, finances, current and proposed products and services, vendors, customers, advertising and marketing, and other non-public, proprietary, and confidential information of the Company or Parent. The foregoing confidentiality provision contained herein is in addition to and not in limitation of your duties as an officer, employee or service provider under applicable law. For purposes of this Section 5 and Section 6 of this Letter Agreement, references to Parent, the Company and their affiliates will include their predecessor and any successor entities. For the avoidance of doubt, nothing in this Letter Agreement limits, restricts or in any other way affects your communicating with any governmental agency or entity concerning matters relevant to the governmental agency or entity. You and Parent agree that no confidentiality or other obligation you owe to Parent or the Company prohibits you from reporting possible violations of U.S. Federal law or regulation to any governmental agency or entity under any whistleblower protection provision of U.S. Federal or U.S. State law or regulation (including Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002) or requires you to notify Parent or the Company of any such report. In making any such report, however, you are not authorized to disclose communications with counsel that were made for the purpose of receiving legal advice, that contain legal advice or that are protected by the attorney work product or similar privilege.

6. *Non-Competition*. You hereby covenant and agree that, during your employment and for 36 months thereafter, you will not directly or indirectly serve as an officer, director, owner, contractor, consultant, or employee of any the following organizations (or any of their respective subsidiaries or divisions): HollyFrontier Corporation; PBF Energy Inc.; Phillips 66; Valero Energy Corporation; Magellan Midstream Partners, L.P.; Enbridge Energy Partners, L.P.; Western Gas Partners, L.P.; Buckeye Partners, L.P.; EnLink Midstream Partners, L.P.; DCP Midstream Partners, L.P.; NuStar Energy L.P.; Genesis Energy, L.P.; and Holly Energy Partners, L.P., or otherwise engage in any business activity directly or indirectly competitive with the business of Parent or its affiliates (or their respective subsidiaries or divisions) as in effect from time to time.

7. *Express Acknowledgment.* You acknowledge and agree that: **It is the intention of the parties hereto that the foregoing covenants, including without limitation the noncompetition covenant of Section 6, be valid, legal and enforceable**. Notwithstanding the foregoing, if any of the covenants set forth herein is finally held to be invalid, illegal or unenforceable (whether in whole or in part), such covenant shall be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability, and the remaining covenants shall not be affected thereby. Any termination of your services shall have no effect on the continuing operation of the foregoing covenants of Sections 5 or 6, which shall survive in accordance with their terms. In the event of a breach or threatened breach of Sections 5 or 6, you agree that Parent will be entitled to injunctive relief in a court of appropriate jurisdiction to remedy any such breach or threatened breach, and you acknowledge that damages would be inadequate and insufficient.

8. *Tax Matters*. This Letter Agreement is intended to comply with, or otherwise be exempt from, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (together with the applicable regulations thereunder, "**Section 409A**"). To the extent that any provision in this Letter Agreement is ambiguous as to its compliance with Section 409A or to the extent any provision in this Letter Agreement must be modified to comply with Section 409A (including, without limitation, Treasury Regulation 1.409A-3(c)), such provision will be read, or will be modified (with the mutual consent of the parties, which consent will not be unreasonably withheld), as the case may be, in such a manner so that all payments due under this Letter Agreement will comply with, or otherwise be exempt from, Section 409A. For purposes of Section 409A, each payment made under this Letter Agreement will be treated as a separate payment. In no event may you, directly or indirectly, designate the calendar year of payment.

   Notwithstanding any provision of this Letter Agreement to the contrary, if necessary to comply with the restriction in Section 409A(a)(2)(B) of the Code concerning payments to "specified employees" (as defined in Section 409A) any payment on account of your separation from service that would otherwise be due hereunder within six months after such separation will nonetheless be delayed until the first business day of the seventh month following your date of termination and the first such payment will include the cumulative amount of any payments that would have been paid prior to such date if not for such restriction.

9. *Entire Agreement.* This Letter Agreement and the CIC Plan constitutes Parent's only statement relating to the terms and conditions of your employment with Parent and supersedes any previous communications or representations, oral or written, from or on behalf of Parent or any of its affiliates (including the Company) as of the Effective Date.

10. *Representations.* You confirm and represent, by signing this Letter Agreement, that you understand and accept all of the terms and conditions of this Letter Agreement.

11. *Miscellaneous.*

   A. Amendment. This Letter Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

   B. Withholding. Parent may withhold from any amounts payable under this Letter Agreement such federal, state, local or foreign taxes as are be required to be withheld pursuant to any applicable law or regulation.

   C. Choice of Law. This Letter Agreement will be governed and construed in accordance with the laws of the State of Ohio.

   D. Severability. The invalidity or unenforceability of any provision of this Letter Agreement will not affect the validity or enforceability of any other provision of this Letter Agreement, and this Letter Agreement will be construed as if such invalid or unenforceable provision were omitted (but only to the extent that such provision cannot be appropriately reformed or modified).

E. Waiver of Breach. No waiver by any party hereto of a breach of any provision of this Letter Agreement by any other party, or of compliance with any condition or provision of this Letter Agreement to be performed by such other party, will operate or be construed as a waiver of any subsequent breach by such other party of any similar or dissimilar provisions and conditions at the same or any prior or subsequent time. The failure of any party hereto to take any action by reason of such breach will not deprive such party of the right to take action at any time while such breach continues.

F. Notices. Notices and all other communications provided for in this Letter Agreement will be in writing and will be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or prepaid overnight courier to the parties at the addresses set forth below (or such other addresses as will be specified by the parties by like notice):

To Parent: 539 South Main Street
Findlay, OH 45840
Attention: General Counsel

Or to you: Address on file with Parent

Each party, by written notice furnished to the other party, may modify the applicable delivery address, except that notice of change of address will be effective only upon receipt. Such notices, demands, claims and other communications will be deemed to have been given in the case of delivery by overnight service with guaranteed next day delivery, the next day or the day designated for delivery; or in the case of certified or registered U.S. mail, five (5) days after deposit in the U.S. mail; *provided, however*, that in no event shall any such communications be deemed to be given later than the date they are actually received.

12. *Resignation from Positions.* Immediately upon termination of your employment for any reason, unless otherwise requested by Parent, you will automatically be deemed to have (i) resigned from all positions (including, without limitation, any management, officer or director position) with Parent and its affiliates and (ii) relinquished any power of attorney, signing authority, trust authorization or bank account signatory authorization that you may hold on behalf of Parent or its affiliates. Your execution of this Letter Agreement will be deemed the grant by you to the officers of Parent of a limited power of attorney to sign in your name and on your behalf such documentation as may be necessary or appropriate for the limited purposes of effectuating such resignations and relinquishments.

13. *Survivorship*. Upon the expiration or other termination of this Letter Agreement, the respective rights and obligations of the parties hereto will survive such expiration or other termination of the extent necessary to carry out the intentions of the parties under this Letter Agreement.

14. *Counterparts.* This Letter Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

Sincerely,

MARATHON PETROLEUM CORPORATION

By: /s/ Gary R. Heminger
Name: Gary R. Heminger
Title: Chairman and Chief Executive Officer

[Signature Page to Letter Agreement]

I agree with and accept the terms and conditions of this Letter Agreement:

/s/ Gregory J. Goff
Name: Gregory J. Goff
Date:

[Signature Page to Letter Agreement]

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Section 5: EX-99.1 (EX-99.1)

Exhibit 99.1

Marathon Petroleum Corp. Announces Successful Completion of Andeavor Combination, Creating the Leading US Refining, Midstream and Marketing Company

FINDLAY, Ohio, Oct. 1, 2018 – Marathon Petroleum Corp. (NYSE: MPC) has closed the transaction in which it acquired all of the outstanding shares of Andeavor. As of this morning, Andeavor ceased to be publicly traded and its common stock discontinued trading on the New York Stock Exchange.

“This transformative transaction is a significant milestone in our company’s more than 130-year history,” said MPC Chairman and Chief Executive Officer Gary R. Heminger. “MPC is now the leading refining, midstream, and marketing company in the U.S., and is well-positioned for long-term growth and shareholder value creation.”

“We are excited to begin unlocking the extraordinary potential across our new platform, including approximately $1 billion of tangible annual run-rate synergies we expect within the first three years,” added Heminger. “We look forward to sharing more details around our plans at our upcoming December Investor Day.”

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About Marathon Petroleum Corporation

Marathon Petroleum Corporation (NYSE: MPC) is a leading integrated downstream energy company headquartered in Findlay, Ohio. The company operates the nation’s largest refining system with over 3 million barrels per day of crude oil capacity across 16 refineries. MPC’s marketing system includes approximately 7,800 branded locations across the United States, including approximately 5,600 Marathon brand retail outlets. Speedway LLC, an MPC subsidiary, owns and operates approximately 4,000 retail convenience stores across the United States. MPC also owns the general partner and majority limited partner interest in two midstream companies, MPLX LP (NYSE: MPLX) and Andeavor Logistics LP (NYSE: ANDX), which own and operate gathering, processing, and fractionation assets, as well as crude oil and light product transportation and logistics infrastructure.

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Forward Looking Statements

This communication contains forward-looking statements within the meaning of federal securities laws regarding Marathon Petroleum Corporation (MPC). These forward-looking statements relate to, among other things, the acquisition of Andeavor and include expectations, estimates and projections concerning the business and operations, strategic initiatives and value creation plans of MPC. In accordance with “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995, these statements are accompanied by cautionary

language identifying important factors, though not necessarily all such factors, that could cause future outcomes to differ materially from those set forth in the forward-looking statements. You can identify forward-looking statements by words such as “anticipate,” “believe,” “could,” “design,” “estimate,” “expect,” “forecast,” “goal,” “guidance,” “imply,” “intend,” “may,” “objective,” “opportunity,” “outlook,” “plan,” “position,” “potential,” “predict,” “project,” “prospective,” “pursue,” “seek,” “should,” “strategy,” “target,” “would,” “will” or other similar expressions that convey the uncertainty of future events or outcomes. Such forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond the company’s control and are difficult to predict. Factors that could cause MPC’s actual results to differ materially from those implied in the forward-looking statements include: the risk that the cost savings and any other synergies from the Andeavor transaction may not be fully realized or may take longer to realize than expected; disruption from the Andeavor transaction making it more difficult to maintain relationships with customers, employees or suppliers; risks relating to any unforeseen liabilities of Andeavor; future levels of revenues, refining and marketing margins, operating costs, retail gasoline and distillate margins, merchandise margins, income from operations, net income or earnings per share; the regional, national and worldwide availability and pricing of refined products, crude oil, natural gas, NGLs and other feedstocks; consumer demand for refined products; our ability to manage disruptions in credit markets or changes to our credit rating; future levels of capital, environmental or maintenance expenditures, general and administrative and other expenses; the success or timing of completion of ongoing or anticipated capital or maintenance projects; the reliability of processing units and other equipment; business strategies, growth opportunities and expected investment; MPC’s share repurchase authorizations, including the timing and amounts of any common stock repurchases; the adequacy of our capital resources and liquidity, including but not limited to, availability of sufficient cash flow to execute our business plan and to effect any share repurchases, including within the expected timeframe; the effect of restructuring or reorganization of business components; the potential effects of judicial or other proceedings on our business, financial condition, results of operations and cash flows; continued or further volatility in and/or degradation of general economic, market, industry or business conditions; compliance with federal and state environmental, economic, health and safety, energy and other policies and regulations, including the cost of compliance with the Renewable Fuel Standard, and/or enforcement actions initiated thereunder; the anticipated effects of actions of third parties such as competitors, activist investors or federal, foreign, state or local regulatory authorities or plaintiffs in litigation; the impact of adverse market conditions or other similar risks to those identified herein affecting MPLX or Andeavor Logistics LP (ANDX); and the factors set forth under the heading “Risk Factors” in MPC’s Annual Report on Form 10-K for the year ended Dec. 31, 2017, and in MPC’s Form 10-Q for the quarter ended June 30, 2018, filed with Securities and Exchange Commission (SEC). We have based our forward-looking statements on our current expectations, estimates and projections about our industry. We caution that these statements are not guarantees of future performance and you should not rely unduly on them, as they involve risks, uncertainties, and assumptions that we cannot predict. In addition, we have based many of these forward-looking statements on assumptions about future events that may prove to be inaccurate. While our management considers these assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Accordingly, our actual results may differ materially from the future performance that we have expressed or forecast in our forward-looking

statements. We undertake no obligation to update any forward-looking statements except to the extent required by applicable law. Copies of MPC's Form 10-K are available on the SEC website, MPC's website at http://ir.marathonpetroleum.com or by contacting MPC's Investor Relations office. Copies of MPLX's Form 10-K are available on the SEC website, MPLX's website at http://ir.mplx.com or by contacting MPLX's Investor Relations office. Copies of ANDX's Form 10-K are available on the SEC website, ANDX's website at http://ir.andeavorlogistics.com or by contacting ANDX's Investor Relations office.

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