THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Third Amendment") is made and entered into as of __________, 2018, by and among The City of Long Beach, acting by and through its Board of Harbor Commissioners ("City"), Tesoro Refining & Marketing Company LLC, a Delaware limited liability company ("Lessee/Sublessor"), Tesoro Logistics Operations LLC, a Delaware limited liability company ("Sublessee"), and Marathon Petroleum Corporation, a Delaware corporation ("Guarantor") pursuant to Ordinance No. HD-______, adopted by the Board at its meeting of __________, 2018.

1. This is made with reference to the following facts and objectives:

1.1 On January 11, 2012, City and Tesoro Refining and Marketing Company, a Delaware corporation ("Tesoro"), entered into a Lease (Harbor Department Document No. HD-7877) ("Original Lease") for use of certain property in the Harbor District of the City described on paragraph 2 of the Original Lease and referred to as the "Premises." Tesoro Corporation executed a Guaranty dated 2011 ("Original Guaranty") in connection with the Original Lease. Lessee/Sublessor became the Lessee under the Original Lease pursuant to that certain Conversion by Tesoro Refining and Marketing Company to Tesoro Refining & Marketing Company LLC as Regards the Lease Between the City of Long Beach and Tesoro Refining and Marketing Company, Consent Thereto by Tesoro Corporation, and Consent Thereto by City dated February 11, 2013 (Harbor Department Doc. No. HD-8122) ("Conversion Document").

1.2 In 2013, Lessee/Sublessor entered into a Sublease with Sublessee ("Sublease") in connection with the Original Lease. City and Tesoro Corporation consented to this Sublease in the First Amendment to Lease and Consent to Sublease dated December 12, 2013 (HD-7877A) ("First Amendment"). Tesoro Corporation executed a Substitute Guaranty dated October 7, 2013 in connection with the First Amendment. City, Lessee/Sublessor, Sublessee, and
Andeavor, formerly known as Tesoro Corporation ("Andeavor"), executed the Second Amendment to Lease dated September 28, 2018 (HD-7877B) ("Second Amendment"). Andeavor executed a Second Substitute Guaranty dated June 6, 2018 in connection with the Second Amendment. The Original Lease, the Conversion Document, the First Amendment, and the Second Amendment are collectively herein referred to as the "Master Lease".

1.3 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 Guarantor, Andeavor, Mahi Inc., a Delaware corporation and wholly owned subsidiary of Guarantor ("Merger Sub 1"), and Mahi LLC (n/k/a Andeavor LLC), a Delaware limited liability company and wholly owned subsidiary of Guarantor ("Merger Sub 2"), Merger Sub 1 merged with and into Andeavor, with Andeavor surviving the first merger as a wholly owned subsidiary of Guarantor (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 Guarantor (the "Second Merger" and, together with the First Merger, the "Merger").

1.4 City, Lessee/Sublessor, Sublessee and Guarantor have agreed to replace the Second Substitute Guaranty with the Third Substitute Guaranty on those terms set forth in the Third Substitute Guaranty.

1.5 The parties intend by this Third Amendment to also establish the negotiated Guaranteed Minimum Annual Compensation, pursuant to paragraph 8 of the Agreement, for each of the years during the period January 11, 2017 through January 10, 2022.

1.6 All terms capitalized herein but not otherwise defined
shall have the meaning set forth in the Master Lease.

2. Lessee/Sublessor, Sublessee and Guarantor (only as set forth in the Third Substitute Guaranty) shall each be responsible for compliance with all terms, covenants, conditions, provisions and agreements of the Master Lease as amended by this Third Amendment.

3. For each of the years during the period January 11, 2017 through January 10, 2022, the Guaranteed Minimum Annual Compensation set forth in paragraph 6 of the Master Lease shall be $2,978,565.

4. Guarantor shall execute and deliver to City a Third Substitute Guaranty in the form of Exhibit A attached hereto and incorporated herein by this reference prior to City’s approval and execution of this Third Amendment.

5. Paragraph 28 of the Master Lease is hereby amended to read as follows:

“28. As a condition precedent to the effectiveness of this Master Lease and the Third Amendment, Lessee/Sublessor shall cause a Third Substitute Guaranty in the form attached to the Third Amendment as Exhibit A to be duly executed and delivered to City.”

6. Paragraph 30 of the Master Lease is hereby amended to read as follows:

“30. Any notices, consents or demands that City, Lessee/Sublessor or Sublessee desires or is required to give to one another shall be in writing and either served personally or sent by prepaid, first class mail: (a) to City c/o Harbor Department, P.O. Box 570, Long Beach, California 90801, Attention: Executive Director, or to such other address or notice party as City may from time-to-time designate by notice in writing and to Lessee/Sublessor and Sublessee, (b) to Lessee/Sublessor at 539 S. Main Street, Findlay, Ohio 45840, Attention: Real Estate Department with a copy to 539 S. Main Street, Findlay, Ohio 45840, Attention: Legal Department, or
to such other address or notice party as Lessee/Sublessor may from time-to-time designate by notice in writing to City and Sublessee, (c) to Sublessee at 539 S. Main Street, Findlay, Ohio 45840, Attention: Real Estate Department, with a copy to 539 S. Main Street, Findlay, Ohio 45840, Attention: Legal Department, or to such other address or notice party as Sublessee may from time-to-time designate by notice in writing to City and Lessee/Sublessor. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing as provided herein in this paragraph and as of the time of receipt if personally served.”

7. This Third Amendment shall not be effective unless and until executed by all of the parties, and when fully executed shall bind and inure to the benefit of all successors and assigns of each party.
8. Except as amended by this Third Amendment, the Master Lease remains unchanged and in full force and effect.

TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company

By:
Name: C. Tracy Case
Title: Vice President

By:
Name: Shane T. Pfleiderer
Title: Assistant Secretary

LESSEE/SUBLESSOR

TESORO LOGISTICS OPERATIONS LLC, a Delaware limited liability company

By:
Name: Don J. Sorensen
Title: President

By:
Name: Shane T. Pfleiderer
Title: Assistant Secretary

SUBLESSEE

MARATHON PETROLEUM CORPORATION, a Delaware corporation

By:
Name: Thomas Kaczynski
Title: Vice President and Treasurer

By:
Name: Shane T. Pfleiderer
Title: Assistant Secretary

GUARANTOR

[SIGNATURE PAGE FOLLOWS]
8. Except as amended by this Third Amendment, the Master Lease remains unchanged and in full force and effect.

TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company

By: C. Tracy Case
Name: C. Tracy Case
Title: Vice President

By: Shane T. Pfleiderer
Name: Shane T. Pfleiderer
Title: Assistant Secretary

LESSEE/SUBLESSOR

TESORO LOGISTICS OPERATIONS LLC, a Delaware limited liability company

By: Don J. Sorensen
Name: Don J. Sorensen
Title: President

By: Shane T. Pfleiderer
Name: Shane T. Pfleiderer
Title: Assistant Secretary

SUBLESSEE

MARATHON PETROLEUM CORPORATION, a Delaware corporation

By: Thomas Kaczynski
Name: Thomas Kaczynski
Title: Vice President and Treasurer

By: Shane T. Pfleiderer
Name: Shane T. Pfleiderer
Title: Assistant Secretary

GUARANTOR

[SIGNATURE PAGE FOLLOWS]
CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

By: __________________________

Mario Cordero
Executive Director
Long Beach Harbor Department

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

By: __________________________

Charles M. Gale, Principal Deputy
THE STATE OF TEXAS §

COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by C. Tracy Case, Vice President, of Tesoro Refining & Marketing Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

KAREN DUNAVAN
Notary ID #130097045
My Commission Expires
January 29, 2023

THE STATE OF OHIO §

COUNTY OF HANCOCK §

The foregoing instrument was acknowledged before me this _____day of __________, 2018 by Shane T. Pfleiderer, Assistant Secretary, of Tesoro Refining & Marketing Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

Notary Public in and for the State of Texas

THE STATE OF TEXAS §

COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this _____day of __________, 2018 by Don J. Sorensen, President, of Tesoro Logistics Operations LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

Notary Public in and for the State of Texas
THE STATE OF TEXAS §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this ______ day of __________, 2018 by C. Tracy Case, Vice President, of Tesoro Refining & Marketing Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

Notary Public in and for the State of Texas

THE STATE OF OHIO §
COUNTY OF HANCOCK §

The foregoing instrument was acknowledged before me this ______ day of __________, 2018 by Shane T. Pfleiderer, Assistant Secretary, of Tesoro Refining & Marketing Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

Notary Public in and for the State of Ohio

THE STATE OF TEXAS §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by Don J. Sorensen, President, of Tesoro Logistics Operations LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

Notary Public in and for the State of Texas
THE STATE OF OHIO §

COUNTY OF HANCOCK §

The foregoing instrument was acknowledged before me this _____day of ________, 2018 by Shane T. Pfleiderer, Assistant Secretary, of Tesoro Logistics Operations LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

Notary Public in and for the State of Ohio

THE STATE OF OHIO §

COUNTY OF HANCOCK §

The foregoing instrument was acknowledged before me this _____day of ________, 2018 by Thomas Kaczynski, Vice President and Treasurer, of Marathon Petroleum Corporation, a Delaware corporation, on behalf of the corporation.

[SEAL]

Notary Public in and for the State of Ohio
THE STATE OF OHIO §

COUNTY OF HANCOCK §

The foregoing instrument was acknowledged before me this _____ day of _____________, 2018 by Shane T. Pfeiderer, Assistant Secretary, of Marathon Petroleum Corporation, a Delaware corporation, on behalf of the corporation.

[SEAL]

Notary Public in and for the State of Ohio
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of ___________________________ )

On ___________________________ before me, ___________________________,

Date

personally appeared ___________________________,

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ___________________________

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: ___________________________

Document Date: ___________________________

Number of Pages: ___________________________

Signer(s) Other Than Named Above: ___________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ___________________________

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing: ___________________________

Signer’s Name: ___________________________

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer Is Representing: ___________________________

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  )
County of ________________________  )

On __________________________ before me, __________________________

Date  Here Insert Name and Title of the Officer

personally appeared __________________________

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature __________________________

Signature of Notary Public

Optional

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________

Document Date: __________________________ Number of Pages: __________________________

Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: __________________________

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

□ Corporate Officer — Title(s):

□ Partner — ☐ Limited ☐ General

□ Individual ☐ Attorney in Fact

□ Trustee ☐ Guardian or Conservator

□ Other:

Signer Is Representing: __________________________

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THIRD SUBSTITUTE GUARANTY

This Third Substitute Guaranty (the "Third Substitute Guaranty") is executed by MARATHON PETROLEUM CORPORATION, a Delaware corporation ("Guarantor"), whose address is 539 S. Main Street, Findlay, Ohio 45840. For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Guarantor hereby unconditionally guarantees to the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners, its successors and assigns ("City"), the full, prompt and faithful payment, performance and discharge by Tesoro Refining & Marketing Company LLC ("Lessee") of each of the obligations of Lessee under the Lease dated January 11, 2012, originally by and between City and Tesoro Refining and Marketing Company and now by and between City and Tesoro Refining & Marketing Company LLC (Harbor Department Doc. No. HD-7877), as amended by the First Amendment and Consent to Sublease, the Second Amendment to Lease, the Third Amendment to Lease, and as may be further amended from time to time, and any holdovers or modifications thereof (collectively, the "Lease"), without deduction, offset or excuse of any nature.

The undersigned waives the right to require the City to (i) proceed against Lessee or any sublessee; (ii) except as provided hereinafter, proceed against or exhaust any security that the City holds from Lessee or any sublessee; or (iii) pursue any other remedy in the City's power. The undersigned waives any defense by reason of any disability of Lessee or any sublessee and waives any other defense based on the termination of Lessee's or any sublessee's liability from any cause. Until all of Lessee's obligations to the City have been paid or performed in full, through the existing expiration date of the Lease or any holdover thereunder, the undersigned waives any right of subrogation against Lessee. The undersigned waives all presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, and notices of acceptance of this Third Substitute Guaranty.

The Guarantor further waives (i) any defense arising out of the absence,
impairment or loss of any right of reimbursement or subrogation of Guarantor against
Lessee or any security, whether resulting from an election by City, or otherwise, (ii) any
defense based on any statute or rule of law that provides that the obligation of a surety
must be neither larger in amount nor in any other respects more burdensome than that of
a principal, (iii) all benefits that might otherwise be available to the undersigned under
California Civil Code Sections 2809, 2810, 2819, 2839, 2845, 2849, 2850, 2899 and
3433, and (iv) the benefit of any statute of limitations affecting the liability of the
Guarantor or the enforcement of this Third Substitute Guaranty. The undersigned agrees
that the payment of all sums payable by Lessee under the Lease or any other act that
tolls any statute of limitations applicable to Lessee under the Lease will similarly operate
to toll the statute of limitations applicable to the Guarantor's liability.

City may perform any of the following acts at any time during the existing
Lease term and any holdover, without notice to or assent of Guarantor and without in any
way releasing, affecting or impairing any of Guarantor's obligations or liabilities under this
Third Substitute Guaranty: (a) alter, modify or amend the Lease or any sublease by
agreement or course of conduct, (b) grant holdovers of the Lease, (c) assign or otherwise
transfer its interest in the Lease or this Third Substitute Guaranty, (d) consent to any
transfer or assignments of Lessee's or any future lessee's interest under the Lease, (e)
release one or more guarantors or sublessees, or amend or modify the guaranty of any
guarantor, without releasing or discharging any other guarantor from any of such
guarantor's obligations, (f) hold any agreed security for the payment of this Third
Substitute Guaranty and exchange, enforce, waive and release any such security, (g)
apply such security and direct the order or manner of sale thereof as City, in its sole
discretion, deems appropriate, and (h) foreclose upon any such security by judicial or
non-judicial sale, without affecting or impairing in any way the liability of Guarantor under
this Third Substitute Guaranty, except to the extent the indebtedness has been paid.

Guarantor acknowledges and agrees that Guarantor's obligations to City
under this Third Substitute Guaranty are separate and distinct from Lessee's obligations.
to City under the Lease. The occurrence of any of the following events shall not have
any effect whatsoever on any of Guarantor's obligations to City hereunder, each of which
obligations shall continue in full force or effect as though such event had not occurred: (a)
the commencement by Lessee or any sublessee of a voluntary case under the federal
bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or other
similar law (collectively, the "Bankruptcy Laws"), (b) the consent by Lessee or any
sublessee to the appointment of or taking possession by a receiver or similar official of
Lessee or any sublessee or for any substantial part of its property, (c) any assignment by
Lessee or any sublessee for the benefit of creditors, (d) the failure of Lessee or any
sublessee generally to pay its debts as such debts become due, (e) the taking of
corporate action by Lessee or any sublessee in the furtherance of any of the foregoing; or
(f) the entry of a decree or order for relief by a court having jurisdiction in respect of
Lessee or any sublessee in any involuntary case under the Bankruptcy Laws, or
appointing a receiver or similar official of Lessee or any sublessee or for any substantial
part of its property, or ordering the winding-up or liquidation of any of its affairs and the
continuance of any such decree or order unstayed and in effect for a period of sixty (60)
consecutive days. Guarantor is not an entity qualified to do business in California. To
the extent that Guarantor is required to perform any obligation hereunder other than the
payment of money, then Guarantor shall appoint a subsidiary qualified to do business in
California to perform such obligations. No such appointment shall lessen or otherwise
reduce Guarantor's obligations or liabilities pursuant to this Third Substitute Guaranty.

If the City is required to enforce the undersigned's obligations by legal
proceedings, the undersigned agrees that any such action may be brought in the
Superior Court of the State of California for the County of Los Angeles, submits to the
exclusive jurisdiction of such court and waives any objection which it may have now or
hereafter to the laying of venue of any such action in said court and any claim that any
such proceeding is brought in an inconvenient forum, except that City may enforce any
judgment obtained in favor of City in any jurisdiction that City chooses to seek such
This Third Substitute Guaranty shall be governed by and construed in all respects in accordance with the laws of the State of California.

Upon the execution and delivery of this Third Substitute Guaranty to City and City's execution of the Third Amendment to Lease, the Second Substitute Guaranty executed by Andeavor in connection with the Second Amendment to Lease and Consent to Sublease dated September 28, 2018 assigned Harbor Department Document No. HD-7877B shall be superseded with the express acknowledgement by Guarantor: (a) that this Third Substitute Guaranty has the same effective date as the original Guaranty dated 2011 executed by Tesoro Corporation; (b) that this Third Substitute Guaranty shall have no less force and effect than if signed prior to and as a condition precedent to City's execution of the Lease dated January 11, 2012 assigned Harbor Department Document No. HD-7877; and (c) the rights of City under this Third Substitute Guaranty shall in no respect, either with respect to any provision or taken collectively, be less than those set forth in or otherwise derived from the original Guaranty dated 2011, the Substitute Guaranty, or the Second Substitute Guaranty (as if such Guarantees were not to be superseded by this Third Substitute Guaranty or otherwise).

Any notice or other communication required or permitted under this Third Substitute Guaranty shall be in writing and personally delivered, mailed by registered or certified mail (return receipt requested and postage prepaid), or sent by prepaid overnight courier service, and addressed to the relevant party at addresses forth below, or at such other address as such party may, by written notice, designate as its address for purposes of notice under this Guaranty: If to Guarantor: 539 S. Main Street, Findlay, Ohio 45840, Attention: Real Estate Department with a copy to 539 S. Main Street, Findlay, Ohio 45840, Attention: Legal Department. If to City: Long Beach Harbor Department, P.O. Box 470, Long Beach, California 90801, Attention: Executive Director. If mailed, notice shall be deemed to be given two (2) days after being sent, and if sent by personal delivery, or prepaid courier, notice shall be deemed to be given when delivered; provided,
however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender unless expressly set forth in such notice.

MARATHON PETROLEUM CORPORATION, a Delaware corporation

________________________, 2018 By:
Name: _______________________
Title: _______________________

SIGNATURE MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC