NINTH AMENDMENT TO GROUND LEASE

THIS NINTH AMENDMENT TO GROUND LEASE ("Ninth Amendment") is made and entered into as of ____________, 2018, by and among the CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners ("City"); TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company ("TRMC" or "Lessee"); and MARATHON PETROLEUM CORPORATION, a Delaware corporation ("Guarantor"), pursuant to Ordinance No. HD-_______, adopted by the Board of Harbor Commissioners at its meeting of ____________, 2018.

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


1.2 City is the successor lessor under the Ground Lease to Union Pacific Land Resources Corporation pursuant to an assignment dated March 22, 1994, and TRMC is the successor lessee to BP West Coast Products LLC, a Delaware limited liability company, Atlantic Richfield Company, a Delaware corporation, and M-C Carbon.

1.3 Tesoro Corporation executed a guaranty on behalf of TRMC as part of the October 10, 2013 assignment and amendment. Tesoro Corporation changed its name to Andeavor on August 1, 2017.
1.4 The Ground Lease Agreement, as assigned and amended, is referred to in this Ninth Amendment as the "Lease."

1.5 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").

1.6 City, TRMC, and Guarantor have agreed to replace the Guaranty with the Substitute Guaranty executed by Guarantor on those terms set forth in the Substitute Guaranty.

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

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

3. Paragraph 16 of the Lease is hereby amended to read as follows:

"Any notices, consents or demands that City, Lessee 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 2
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, (b) to
Lessee 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 may from time-to-time designate by notice in writing to City.
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."

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

5. Section 19 of the Lease is hereby amended to read as follows:
"19. As a condition precedent to the continued
effectiveness of this Lease, Lessee shall cause a Substitute Guaranty in
the form attached hereto, replacing Exhibit D, to be duly executed and
delivered to City."

6. This Ninth 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.
7. Except as specifically amended by this Ninth Amendment, all terms and conditions of the Lease shall remain in full force and effect.

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

December 5th, 2018

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

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

TRMC/LESSEE

MARATHON PETROLEUM CORPORATION, a Delaware corporation

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

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

GUARANTOR

CITY OF LONG BEACH, a municipal corporation, acting by and through its Board of Harbor Commissioners

By: Mario Cordero
Name: Mario Cordero
Title: Executive Director

Long Beach Harbor Department

CITY

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

By: Dawn A. McIntosh, 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

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 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
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: ____________________________
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, ______________________, a notary public or other officer, personally appeared ______________________, 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:
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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This Substitute Guaranty (the "Guaranty") is executed by MARATHON PETROLEUM CORPORATION, a Delaware corporation ("Guarantor"), whose address is 539 South 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 Ground Lease Agreement dated December 31, 1980, by and between Union Pacific Land Resources Corporation and M-C Carbon and now by and between City and Tesoro Refining & Marketing Company LLC (Harbor Department Doc. No. HD-5318-651), as was amended by First Amendment on July 1, 1981; by Second Amendment on July 1, 1983; by Third Amendment on October 26, 1999 (Doc. No. HD-6269); by Assignment, Assumption, Consent and Fourth Amendment on September 23, 2003 (Doc. No. 6738); by Fifth Amendment April 13, 2005 (Doc. No. HD-6915); by Sixth Amendment on May 28, 2008 (Doc. No. HD-6915E); by Seventh Amendment on August 20, 2013 (Doc. No. HD-6915F); by Assignment, Assumption, Consent and Eighth Amendment on October 10, 2013 (Doc. No. HD-5318-651H); and by Ninth Amendment concurrently with execution of this Guaranty and as may be further amended, and any holdovers or modifications thereof (the "Lease"), without deduction, offset or excuse of any nature.

The undersigned waives the right to require the City to (i) proceed against Lessee; (ii) except as provided hereinafter, proceed against or exhaust any security that the City holds from Lessee; or (iii) pursue any other remedy in the City's power. The undersigned waives any defense by reason of any disability of Lessee and waives any other defense based on the termination of Lessee'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 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 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
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 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 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 Guaranty, except to the extent the indebtedness has been
paid.

Guarantor acknowledges and agrees that Guarantor's obligations to City under this 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 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 to the appointment of or taking possession by a receiver or similar official of Lessee or for any substantial part of its property, (c) any assignment by Lessee for the benefit of creditors, (d) the failure of Lessee generally to pay its debts as such debts become due, (e) the taking of corporate action by Lessee 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 in any involuntary case under the Bankruptcy Laws, or appointing a receiver or similar official of Lessee 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 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
enforcement.

Upon the execution and delivery of this Guaranty to City and City's
execution of the Ninth Amendment to Lease, the Guaranty executed by Tesoro
Corporation, a Delaware Corporation, in connection with the Assignment, Assumption,
Consent and Eighth Amendment dated October 10, 2013 assigned Harbor Department
Document No. HD-5318-651H shall be superseded with the express acknowledgement
by Guarantor: (a) that this Guaranty has the same effective date as the original Guaranty
dated July 29, 2013 executed by Tesoro Corporation; (b) that this Guaranty shall have no
less force and effect than if signed prior to and as a condition precedent to execution of
the Lease dated December 30, 1980 assigned Harbor Department Document No.
HD-5318-651; and (c) the rights of City under this 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 July 29, 2013.

Any notice or other communication required or permitted under this
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

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such addressee, such notice shall be effective upon such tender unless expressly set forth in such notice.

This Guaranty shall be governed by and construed in all respects in accordance with the laws of the State of California.

MARATHON PETROLEUM CORPORATION, a Delaware corporation,

________________________, 2018

By:

________________________

Name:

________________________

Title:

SIGNATURE MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC