CONVERSION BY CARSON COGENERATION COMPANY TO CARSON COGENERATION LLC, CONSENT THERETO BY CITY, AND TENTH AMENDMENT TO PIER T TANKER TERMINAL AGREEMENT

THIS CONVERSION BY CARSON COGENERATION COMPANY TO CARSON COGENERATION LLC, CONSENT THERETO BY CITY, AND TENTH AMENDMENT TO PIER T TANKER TERMINAL AGREEMENT ("Conversion, Consent and Tenth 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"); CARSON COGENERATION LLC, a Delaware limited liability company ("Carson" 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 Conversion, Consent and Tenth Amendment is made with reference to the following facts and objectives:

1.1 City and Carson's predecessor in interest Atlantic Richfield Company entered into the Pier E (now Pier T) Tanker Terminal Agreement on October 24, 1980 (Harbor Department Document No. HD-3253 and Federal Maritime Commission Agreement No. T-3928). The Agreement was amended and assigned as follows: May 5, 1983 (Doc. No. HD-3658); on February 9, 1989 (Doc. No. HD-4540); on April 5, 1990 (Doc. No. HD-4736); on September 12, 1994 (Doc. No. HD-5404); on April 9, 1999 (Doc. No. HD-6173); assigned to BP West Coast Products LLC, a Delaware limited liability company, on December 17, 2001 (Doc. No. HD-6538); amended on June 28, 2004 (Doc. No. HD-6821); amended on September 9, 2009 (Doc. No. HD-3253G); assigned to Carson Cogeneration Company and amended on October 10, 2013 (Doc. No. HD-3253H); and amended...
on November 5, 2015 (Doc. No. HD-3253). The Pier T Tanker Terminal Agreement, as amended and assigned, is referred to in this Conversion, Consent and Tenth Amendment as the "Agreement."

1.2 Effective August 5, 2018, Carson Cogeneration Company ("Corporation") converted to Carson.

1.3 City consents to the conversion of Corporation to Carson as regards the Agreement, and Carson is the Lessee under the Agreement.

1.4 Tesoro Corporation executed a guaranty on behalf of Corporation as part of the October 10, 2013 amendment. Tesoro Corporation changed its name to Andeavor on August 1, 2017.

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, Carson, and Guarantor have agreed to replace the Guaranty executed by Tesoro Corporation 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 Agreement.

2. Carson 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 Agreement as amended by this Conversion, Consent and Tenth Amendment.

3. Paragraph 22 of the Agreement is hereby amended to read as follows:

"22. 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 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 Conversion, Consent and Tenth Amendment.

5. Paragraph 35 of the Agreement is hereby amended to read as follows:

"35. As a condition precedent to the effectiveness of this Agreement and the Conversion, Consent and Tenth Amendment, Lessee shall cause a Substitute Guaranty in the form attached hereto as Exhibit E to be duly executed and delivered to City. This Substitute Guaranty shall replace the Guaranty previously provided by Tesoro Corporation and
attached to Doc. No. HD-3253H (Assumption, Assignment, Consent and Eight Amendment) as Exhibit D.

6. This Conversion, Consent and Tenth 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 expressly set forth in this Conversion, Consent and Tenth Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

December 5th, 2018
By: C. Tracy Case
Name: C. Tracy Case
Title: Vice President

December 5th, 2018
By: Shane T. Pfleiderer
Name: Shane T. Pfleiderer
Title: Assistant Secretary

December 5th, 2018
By: Thomas Kaczynski
Name: Thomas Kaczynski
Title: Vice President and Treasurer

December 5th, 2018
By: Shane T. Pfleiderer
Name: Shane T. Pfleiderer
Title: Assistant Secretary

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

________________________________________, 2018  

By: ________________________________  

Mario Cordero  
Executive Director  
Long Beach Harbor Department

CITY

The foregoing document is hereby approved as to form.

CHARLES PARKIN, City Attorney

________________________________________, 2018  

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 Carson Cogeneration Company LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

KAREN DUNAVAN
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. Pfeiderer, Assistant Secretary, of Carson Cogeneration 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
SUBSTITUTE GUARANTY

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 Carson Cogeneration LLC ("Carson") of each of the obligations of Carson under the Agreement dated October 24, 1980, by and between City and Atlantic Richfield Company and now by and between City and Carson (Harbor Department Doc. No. HD-3253), as was amended by First Amendment on May 5, 1983 (Doc. No. HD-3658); by Second Amendment on February 9, 1989 (Doc. No. HD-4540); by Third Amendment on April 5, 1990 (Doc. No. HD-4736); by Fourth Amendment on September 12, 1994 (Doc. No. HD-5404); by Fifth Amendment on April 9, 1999 (Doc. No. HD-6173); by Sixth Amendment on June 28, 2004 (Doc. No. HD-6821); by Seventh Amendment on September 9, 2009 (Doc. No. HD-3253G); by Assignment, Assumption, Consent and Eighth Amendment on October 10, 2013 (Doc. No. 3253H); by Ninth Amendment on November 5, 2015 (Doc. No. HD-3253I); and by Conversion, Consent and Tenth Amendment concurrently with execution of this Guaranty and as may be further amended, and any holdovers or modifications thereof (the "Agreement"), without deduction, offset or excuse of any nature.

The undersigned waives the right to require the City to (i) proceed against Carson; (ii) except as provided hereinafter, proceed against or exhaust any security that the City holds from Carson; or (iii) pursue any other remedy in the City's power. The undersigned waives any defense by reason of any disability of Carson and waives any other defense based on the termination of Carson's liability from any cause. Until all of Carson's obligations to the City have been paid or performed in full, through the existing
expiration date of the Agreement or any holdover thereunder, the undersigned waives any right of subrogation against Carson. 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 Carson 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 Carson under the Agreement or any other act that tolls any statute of limitations applicable to Carson under the Agreement 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 Agreement 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 Agreement or any sublease by agreement or course of conduct, (b) grant holdovers of the Agreement, (c) assign or otherwise transfer its interest in the Agreement or this Guaranty, (d) consent to any transfer or assignments of Carson's or any future lessee's interest under the Agreement, (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 Carson's obligations to City under the Agreement. 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 Carson 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 Carson to the appointment of or taking possession by a receiver or similar official of Carson or for any substantial part of its property, (c) any assignment by Carson for the benefit of creditors, (d) the failure of Carson generally to pay its debts as such debts become due, (e) the taking of corporate action by Carson 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 Carson in any involuntary case under the Bankruptcy Laws, or appointing a receiver or similar official of Carson 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
EXHIBIT E
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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 Conversion, Consent and Tenth Amendment to Pier T Tanker Terminal
Agreement, 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-3253H 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 City's execution of the Agreement dated October 24,
1980 assigned Harbor Department Document No. HD-3253; 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 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