

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549  
**FORM 10-K**

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **December 31, 2023**

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number **001-35054**

**Marathon Petroleum Corporation**

*(Exact name of registrant as specified in its charter)*

**Delaware**

*(State or other jurisdiction of incorporation or organization)*

**27-1284632**

*(I.R.S. Employer Identification No.)*

**539 South Main Street , Findlay , OH 45840-3229**

*(Address of principal executive offices) (Zip code)*

**( 419 ) 422-2121**

*(Registrant's telephone number, including area code)*

Securities Registered pursuant to Section 12(b) of the Act

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value \$.01	MPC	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definition of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act:

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐ Smaller reporting company ☐ 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. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to § 240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

The aggregate market value of common stock held by non-affiliates as of June 30, 2023 was approximately \$ 47.2 billion. This amount is based on the closing price of the registrant's common stock on the New York Stock Exchange on June 30, 2023. Shares of common stock held by executive officers and directors of the registrant are not included in the computation. The registrant, solely for the purpose of this required presentation, has deemed its directors and executive officers to be affiliates.

There were 361,358,732 shares of Marathon Petroleum Corporation common stock outstanding as of February 23, 2024.

**Documents Incorporated By Reference**

Portions of the registrant's proxy statement relating to its 2024 Annual Meeting of Shareholders, to be filed with the Securities and Exchange Commission pursuant to Regulation 14A under the Securities Exchange Act of 1934, are incorporated by reference to the extent set forth in Part III, Items 10-14 of this Report.

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

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## Glossary of Terms

Throughout this report, the following company or industry specific terms and abbreviations are used:

ANS	Alaska North Slope crude oil, an oil index benchmark price
ASC	Accounting Standards Codification
ASU	Accounting Standards Update
ATB	Articulated tug barges
barrel	One stock tank barrel, or 42 U.S. gallons liquid volume, used in reference to crude oil or other liquid hydrocarbons.
CARB	California Air Resources Board
CARBOB	California Reformulated Gasoline Blendstock for Oxygenate Blending
CBOB	Conventional Gasoline Blendstock for Oxygenate Blending
EBITDA	Earnings Before Interest, Tax, Depreciation and Amortization (a non-GAAP financial measure)
EPA	U.S. Environmental Protection Agency
ESG	Environmental, social and governance
FASB	Financial Accounting Standards Board
GAAP	Accounting principles generally accepted in the United States
GHG	Greenhouse gas
LCFS	Low Carbon Fuel Standard
LIFO	Last in, first out
mbbls	Thousands of barrels
mbpd	Thousand barrels per day
mbpcd	Thousand barrels per calendar day
MEH	Magellan East Houston crude oil, an oil index benchmark price
MMcf/d	One million cubic feet of natural gas per day
MMBtu	One million British thermal units
NGL	Natural gas liquids, such as ethane, propane, butanes and natural gasoline
NYMEX	New York Mercantile Exchange
NYSE	New York Stock Exchange
OSHA	U.S. Occupational Safety and Health Administration
OTC	Over-the-Counter
RFS2	Revised Renewable Fuel Standard program, as required by the Energy Independence and Security Act of 2007
RIN	Renewable Identification Number
SEC	U.S. Securities and Exchange Commission
SOFR	Secured overnight financing rate
STAR	South Texas Asset Repositioning
ULSD	Ultra-low sulfur diesel
USGC	U.S. Gulf Coast
UST	Underground storage tank
VIE	Variable interest entity
VPP	Voluntary Protection Program
WTI	West Texas Intermediate crude oil, an oil index benchmark price

## Disclosures Regarding Forward-Looking Statements

This Annual Report on Form 10-K, particularly Item 1. Business, Item 1A. Risk Factors, Item 3. Legal Proceedings, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations and Item 7A. Quantitative and Qualitative Disclosures about Market Risk, includes forward-looking statements that are subject to risks, contingencies or uncertainties. You can identify forward-looking statements by words such as "anticipate," "believe," "commitment," "could," "design," "estimate," "expect," "forecast," "goal," "guidance," "intend," "may," "objective," "opportunity," "outlook," "plan," "policy," "position," "potential," "predict," "priority," "project," "prospective," "pursue," "seek," "should," "strategy," "target," "will," "would" or other similar expressions that convey the uncertainty of future events or outcomes.

Forward-looking statements include, among other things, statements regarding:

- future financial and operating results;
- environmental, social and governance, which we refer to as "ESG", plans and goals, including those related to greenhouse gas emissions and intensity, freshwater withdraw intensity, diversity and inclusion and ESG reporting;
- 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;
- business strategies, growth opportunities and expected investments, including plans to improve commercial performance, lower costs and optimize our asset portfolio;
- consumer demand for refined products, natural gas, renewables and natural gas liquids, such as ethane, propane, butanes and natural gasoline, which we refer to as "NGLs";
- the timing, amount and form of any future capital return transactions, including dividends and share repurchases by MPC or distributions and unit repurchases by MPLX LP ("MPLX"); and
- the anticipated effects of actions of third parties such as competitors, activist investors, federal, foreign, state or local regulatory authorities, or plaintiffs in litigation.

Our forward-looking 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. Forward-looking and other statements regarding our ESG plans and goals are not an indication that these statements are material to investors or required to be disclosed in our filings with the SEC. In addition, historical, current, and forward-looking ESG-related statements may be based on standards for measuring progress that are still developing, internal controls and processes that continue to evolve, and assumptions that are subject to change in the future. Material differences between actual results and any future performance suggested in our forward-looking statements could result from a variety of factors, including the following:

- general economic, political or regulatory developments, including inflation, interest rates, changes in governmental policies relating to refined petroleum products, crude oil, natural gas, NGLs or renewables, or taxation;
- the regional, national and worldwide availability and pricing of refined products, crude oil, natural gas, renewables, NGLs and other feedstocks;
- disruptions in credit markets or changes to credit ratings;
- the adequacy of capital resources and liquidity, including availability, timing and amounts of free cash flow necessary to execute business plans and to effect any share repurchases or to maintain or increase the dividend;
- the potential effects of judicial or other proceedings on our business, financial condition, results of operations and cash flows;
- the timing and extent of changes in commodity prices and demand for crude oil, refined products, feedstocks or other hydrocarbon-based products, or renewables;
- volatility in or degradation of general economic, market, industry or business conditions, including as a result of pandemics, other infectious disease outbreaks, natural hazards, extreme weather events, regional conflicts such as hostilities in the Middle East and in Ukraine, inflation or rising interest rates;
- our ability to comply with federal and state environmental, economic, health and safety, energy and other policies and regulations and enforcement actions initiated thereunder;
- adverse market conditions or other risks affecting MPLX;
- refining industry overcapacity or under capacity;
- foreign imports and exports of crude oil, refined products, natural gas and NGLs;
- changes in producer customers' drilling plans or in volumes of throughput of crude oil, natural gas, NGLs, refined products, other hydrocarbon-based products or renewables;
- non-payment or non-performance by our customers;
- changes in the cost or availability of third-party vessels, pipelines, railcars and other means of transportation for crude oil, natural gas, NGLs, feedstocks, refined products and renewables;

- the price, availability and acceptance of alternative fuels and alternative-fuel vehicles and laws mandating such fuels or vehicles;
- political and economic conditions in nations that consume refined products, natural gas, renewables and NGLs, including the United States and Mexico, and in crude oil producing regions, including the Middle East, Russia, Africa, Canada and South America;
- actions taken by our competitors, including pricing adjustments, the expansion and retirement of refining capacity and the expansion and retirement of pipeline capacity, processing, fractionation and treating facilities in response to market conditions;
- completion of pipeline projects within the United States;
- changes in fuel and utility costs for our facilities;
- industrial incidents or other unscheduled shutdowns affecting our refineries, machinery, pipelines, processing, fractionation and treating facilities or equipment, means of transportation, or those of our suppliers or customers;
- acts of war, terrorism or civil unrest that could impair our ability to produce refined products, receive feedstocks or to gather, process, fractionate or transport crude oil, natural gas, NGLs, refined products or renewables;
- political pressure and influence of environmental groups and other stakeholders that are adverse to the production, gathering, refining, processing, fractionation, transportation and marketing of crude oil or other feedstocks, refined products, natural gas, NGLs, other hydrocarbon-based products or renewables;
- labor and material shortages;
- the timing and ability to obtain necessary regulatory approvals and permits and to satisfy other conditions necessary to complete planned projects or to consummate planned transactions within the expected timeframe, if at all;
- the availability of desirable strategic alternatives to optimize portfolio assets and the ability to obtain regulatory and other approvals with respect thereto;
- our ability to successfully implement our sustainable energy strategy and principles and achieve our ESG goals and targets within the expected timeframe, if at all;
- the costs, disruption and diversion of management's attention associated with campaigns commenced by activist investors;
- personnel changes;
- the imposition of windfall profit taxes or maximum margin penalties on companies operating in the energy industry in California or other jurisdictions; and
- the other factors described in Item 1A. Risk Factors.

We undertake no obligation to update any forward-looking statements except to the extent required by applicable law.

## PART I

### Item 1. Business

#### OVERVIEW

MPC has more than 135 years of history in the energy business, and is a leading, integrated, downstream energy company. We operate one of the nation's largest refining systems with approximately 3.0 million barrels per day of crude oil refining capacity and believe we are one of the largest wholesale suppliers of gasoline and distillates to resellers in the United States. We distribute our refined products through one of the largest terminal operations in the United States and one of the largest private domestic fleets of inland petroleum product barges. In addition, our integrated midstream energy asset network links producers of natural gas and NGLs from some of the largest supply basins in the United States to domestic and international markets.

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

- Refining & Marketing – refines crude oil and other feedstocks, including renewable feedstocks, at our refineries in the Gulf Coast, Mid-Continent and West Coast regions of the United States, purchases refined products and ethanol for resale and distributes refined products, including renewable diesel, through transportation, storage, distribution and marketing services provided largely by our Midstream segment. We sell refined products to wholesale marketing customers domestically and internationally, to buyers on the spot market, to independent entrepreneurs who operate primarily Marathon® branded outlets and through long-term supply contracts with direct dealers who operate locations mainly under the ARCO® brand.
- Midstream – gathers, transports, stores and distributes crude oil, refined products, including renewable diesel, and other hydrocarbon-based products principally for the Refining & Marketing segment via refining logistics assets, pipelines, terminals, towboats and barges; gathers, processes and transports natural gas; and transports, fractionates, stores and markets NGLs. The Midstream segment primarily reflects the results of MPLX. MPLX is a diversified, large-cap master limited partnership ("MLP") formed in 2012 that owns and operates midstream energy infrastructure and logistics assets and provides fuels distribution services. As of December 31, 2023, we owned the general partner of MPLX and approximately 65 percent of the outstanding MPLX common units.

#### Corporate History and Structure

MPC was incorporated in Delaware on November 9, 2009 in connection with an internal restructuring of Marathon Oil Corporation ("Marathon Oil"). On May 25, 2011, the Marathon Oil board of directors approved the spinoff of its Refining, Marketing & Transportation Business into an independent, publicly traded company, MPC, through the distribution of MPC common stock to the stockholders of Marathon Oil on June 30, 2011. Our common stock trades on the NYSE under the ticker symbol "MPC."

On October 1, 2018, we acquired Andeavor. Andeavor shareholders received in the aggregate approximately 239.8 million shares of MPC common stock valued at \$19.8 billion and \$3.5 billion in cash. Andeavor was a highly integrated marketing, logistics and refining company operating primarily in the Western and Mid-Continent United States. Our acquisition of Andeavor in 2018 substantially increased our geographic diversification and the scale of our assets, which provides increased opportunities to optimize our system.

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

#### OUR OPERATIONS

##### Refining & Marketing

###### Refineries

We currently own and operate refineries in the Gulf Coast, Mid-Continent and West Coast regions of the United States with an aggregate crude oil refining capacity of 2,950 mbpcd. During 2023, our refineries processed 2,677 mbpd of crude oil and 237 mbpd of other charge and blendstocks. During 2022, our refineries processed 2,761 mbpd of crude oil and 190 mbpd of other charge and blendstocks.

Our refineries include crude oil atmospheric and vacuum distillation, fluid catalytic cracking, hydrocracking, catalytic reforming, coking, desulfurization and sulfur recovery units. The refineries process a wide variety of condensate and light and heavy crude oils purchased from various domestic and foreign suppliers. We produce numerous refined products, ranging from transportation fuels, such as reformulated gasolines, blend-grade gasolines intended for blending with ethanol and ULSD fuel, to heavy fuel oil

and asphalt. Additionally, we manufacture NGLs and petrochemicals and propane. See the Refined Product Sales section for further information about the products we produce.

Our refineries are largely integrated with each other via pipelines, terminals and barges to maximize operating efficiency. The transportation links that connect our refineries allow the movement of intermediate products between refineries to optimize operations, produce higher margin products and efficiently utilize our processing capacity. Also, shipping intermediate products between facilities during partial refinery shutdowns allows us to utilize processing capacity that is not directly affected by the shutdown work.

Following is a description of each of our refineries and their capacity by region.

**Gulf Coast Region (1,228 mbpcd)**

***Galveston Bay, Texas City, Texas Refinery (631 mbpcd)***

Our Galveston Bay refinery is a combination of our former Texas City refinery and Galveston Bay refinery. Following the completion of the STAR project in 2023, which added 40 mbpcd of capacity, it is now our largest refinery. The refinery is located on the Texas Gulf Coast southeast of Houston, Texas and can process a wide variety of crude oils into gasoline, distillates, NGLs and petrochemicals, heavy fuel oil and propane. The refinery has access to the export market and multiple options to sell refined products. Our cogeneration facility, which supplies the Galveston Bay refinery, currently has 1,055 megawatts of electrical production capacity and can produce 4.3 million pounds of steam per hour. Approximately 49 percent of the power generated in 2023 was used at the refinery, with the remaining electricity being sold into the electricity grid.

***Garyville, Louisiana Refinery (597 mbpcd)***

Our Garyville refinery is located along the Mississippi River in southeastern Louisiana between New Orleans, Louisiana and Baton Rouge, Louisiana. The Garyville refinery is configured to process a wide variety of crude oils into gasoline, distillates, NGLs and petrochemicals, propane, asphalt and heavy fuel oil. The refinery has access to the export market and multiple options to sell refined products. Our Garyville refinery has earned designation as an OSHA VPP Star site.

**Mid-Continent Region (1,170 mbpcd)**

***Catlettsburg, Kentucky Refinery (300 mbpcd)***

Our Catlettsburg refinery is located in northeastern Kentucky on the western bank of the Big Sandy River, near the confluence with the Ohio River. The Catlettsburg refinery processes sweet and sour crude oils, including production from the nearby Utica Shale, into gasoline, distillates, asphalt, NGLs and petrochemicals, propane and heavy fuel oil. Our Catlettsburg refinery has earned designation as an OSHA VPP Star site.

***Robinson, Illinois Refinery (253 mbpcd)***

Our Robinson refinery is located in southeastern Illinois. The Robinson refinery processes sweet and sour crude oils into gasoline, distillates, NGLs and petrochemicals, propane and heavy fuel oil. The Robinson refinery has earned designation as an OSHA VPP Star site.

***Detroit, Michigan Refinery (140 mbpcd)***

Our Detroit refinery is located in southwest Detroit. It is the only petroleum refinery currently operating in Michigan. The Detroit refinery processes sweet and heavy sour crude oils into gasoline, distillates, NGLs and petrochemicals, asphalt, propane and heavy fuel oil. Our Detroit refinery has earned designation as an OSHA VPP Star site.

***El Paso, Texas Refinery (133 mbpcd)***

Our El Paso refinery is located east of downtown El Paso. The El Paso refinery processes sweet and sour crude oils into gasoline, distillates, heavy fuel oil, asphalt, propane and NGLs and petrochemicals.

***St. Paul Park, Minnesota Refinery (105 mbpcd)***

Our St. Paul Park refinery is located along the Mississippi River southeast of St. Paul Park. The St. Paul Park refinery processes sweet and heavy sour crude oils into gasoline, distillates, asphalt, propane, NGLs and petrochemicals and heavy fuel oil.

***Canton, Ohio Refinery (100 mbpcd)***

Our Canton refinery is located south of Cleveland, Ohio. The Canton refinery processes sweet and sour crude oils, including production from the nearby Utica Shale, into gasoline, distillates, asphalt, propane, NGLs and petrochemicals and heavy fuel oil. The Canton refinery has earned designation as an OSHA VPP Star site.

***Mandan, North Dakota Refinery (71 mbpcd)***

Our Mandan refinery is located outside of Bismarck, North Dakota. The Mandan refinery processes primarily sweet domestic crude oil from North Dakota into gasoline, distillates, heavy fuel oil, propane and NGLs and petrochemicals.

### ***Salt Lake City, Utah Refinery (68 mbpcd)***

Our Salt Lake City refinery is the largest in Utah and is located north of downtown Salt Lake City. The Salt Lake City refinery processes crude oil from Utah, Colorado, Wyoming and Canada into gasoline, distillates, heavy fuel oil, propane and NGLs and petrochemicals.

### **West Coast Region (552 mbpcd)**

#### ***Los Angeles, California Refinery (365 mbpcd)***

Our Los Angeles refinery is located in Los Angeles County, near the Los Angeles Harbor. The Los Angeles refinery is the largest refinery on the West Coast and is a major producer of cleaner burning CARB fuels. The Los Angeles refinery processes heavy crude oil from California's San Joaquin Valley and Los Angeles Basin, as well as crude oils from the Alaska North Slope, South America, West Africa and other international sources, into CARB gasoline and CARB diesel fuel, as well as conventional gasoline, distillates, NGLs and petrochemicals, heavy fuel oil and propane.

#### ***Anacortes, Washington Refinery (119 mbpcd)***

Our Anacortes refinery is located north of Seattle on Puget Sound. The Anacortes refinery processes Canadian crude oil, domestic crude oil from North Dakota and the Alaska North Slope and international crude oils into gasoline, distillates, heavy fuel oil, propane and NGLs and petrochemicals.

#### ***Kenai, Alaska Refinery (68 mbpcd)***

Our Kenai refinery is located on the Cook Inlet, southwest of Anchorage. The Kenai refinery processes mainly Alaska domestic crude oil, domestic crude oil from North Dakota, along with limited international crude oil into distillates, gasoline, heavy fuel oil, propane, asphalt and NGLs and petrochemicals.

Planned maintenance activities, or turnarounds, requiring temporary shutdown of certain refinery operating units, are periodically performed at each refinery.

### **Refined Product Yields**

The following table sets forth our refinery production by product group for each of the last three years.

<i>(mbpd)</i>	2023	2022	2021
Gasoline <sup>(a)</sup>	1,526	1,494	1,446
Distillates <sup>(a)</sup>	1,047	1,079	965
Propane	66	70	52
NGLs and petrochemicals <sup>(a)</sup>	182	178	250
Heavy fuel oil	52	73	31
Asphalt	80	89	91
Total	2,953	2,983	2,835

<sup>(a)</sup> Product yields include renewable production and ethanol blending.

### **Crude Oil Supply**

We obtain the crude oil we refine through negotiated term contracts and purchases or exchanges on the spot market. Our term contracts generally have market-related pricing provisions. The following table provides information on our sources of crude oil for each of the last three years. The crude oil sourced outside of North America was acquired from various foreign national oil companies, production companies and trading companies.

<i>(mbpd)</i>	2023	2022	2021
United States	1,782	1,895	1,890
Canada	597	539	445
Other international	298	327	286
Total	2,677	2,761	2,621

Our refineries receive crude oil and other feedstocks and distribute our refined products through a variety of channels, including pipelines, trucks, railcars, ships and barges.

### **Renewable Fuels**

The Martinez Renewable Fuels joint venture (the "Martinez Renewables joint venture"), included within the West Coast region, is a partnership structured as a 50/50 joint venture with Neste Corporation to convert the Martinez facility from refining petroleum to



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refining renewable feedstocks. The Martinez Renewables facility, which has a design capacity of 730 million gallons per year including pretreatment capabilities, began ramping up production of renewable diesel in 2023.

We hold a 49.9 percent ownership interest in ethanol production facilities in Albion, Michigan; Logansport, Indiana; Greenville, Ohio and Denison, Iowa. These plants have a combined ethanol production capacity of approximately 405 million gallons per year and are managed by our joint venture partner, The Andersons, Inc. ("The Andersons").

The Dickinson, North Dakota, renewable fuels facility, within the Mid-Continent region, has the capacity to produce 184 million gallons per year of renewable diesel from corn oil, soybean oil, fats and greases. The produced renewable diesel generates federal RINs and LCFS credits when sold in California or similar markets. These instruments are used to help meet our Renewable Fuel Standard and LCFS compliance obligations as a petroleum fuel producer.

We formed a joint venture with Archer-Daniels-Midland Company ("ADM") for the production of soybean oil to supply rapidly growing demand for renewable diesel fuel. The joint venture, which is named Green Bison Soy Processing, LLC ("Green Bison Soy Processing"), owns and operates a soybean processing complex in Spiritwood, North Dakota, with ADM owning 75 percent of the joint venture and MPC owning 25 percent. The Spiritwood facility sources and processes local soybeans and supplies the resulting soybean oil exclusively to MPC. The Spiritwood complex, which began operations in November 2023, is expected to produce approximately 600 million pounds of refined soybean oil annually, enough feedstock for approximately 75 million gallons of renewable diesel per year.

In 2023, we acquired a 49.9 percent equity interest in LF Bioenergy, an emerging producer of renewable natural gas ("RNG") in the U.S. LF Bioenergy has been focused on developing and growing a portfolio of dairy farm-based, low carbon intensity RNG projects. Current projects are under various stages of development, with the first facility reaching full commercial operation in the first half of 2023.

Our wholly owned subsidiary, Virent Inc. ("Virent"), operates an advanced biofuels facility in Madison, Wisconsin at which it is working to commercialize a process for converting biobased feedstocks into renewable fuels and chemicals. During 2023, Virent continued to advance its BioForming® technology to commercialization with demonstration activities in the aviation industry.

### Refined Product Sales

Our refined products are sold to independent retailers, wholesale customers, our brand jobbers and direct dealers. In addition, we sell refined products for export to international customers. As of December 31, 2023, there were 7,217 brand jobber outlets in 39 states, the District of Columbia and Mexico where independent entrepreneurs primarily maintain Marathon-branded outlets. We also have long-term supply contracts for 1,114 direct dealer locations primarily in Southern California, largely under the ARCO® brand. We believe we are one of the largest wholesale suppliers of gasoline and distillates to resellers and consumers within our market area.

The following table sets forth our refined product sales volumes by product group for each of the last three years.

<u>(mbpd)</u>	2023 <sup>(a)</sup>	2022 <sup>(a)</sup>	2021 <sup>(a)</sup>
Gasoline <sup>(b)</sup>	1,933	1,870	1,834
Distillates <sup>(b)</sup>	1,144	1,169	1,089
NGLs and petrochemicals <sup>(b)</sup>	230	221	293
Asphalt	82	89	94
Propane	90	93	76
Heavy fuel oil	57	66	39
Total	3,536	3,508	3,425

<sup>(a)</sup> Refined product sales include volumes marketed directly to end-users and trading/supply volumes such as bulk sales to large unbranded resellers and other downstream companies. Marketed volumes directly to end-users such as branded retail stations were 2,385 mbpd, 2,355 mbpd and 2,338 mbpd for the years ended December 31, 2023, 2022 and 2021, respectively.

<sup>(b)</sup> Sales include renewable products.

### Refined Product Sales Destined for Export

We sell gasoline, distillates and asphalt for export, primarily out of our Garyville, Galveston Bay, Anacortes and Los Angeles refineries. The following table sets forth our refined product sales destined for export by product group for the past three years.

<i>(mbpd)</i>	2023	2022	2021
Gasoline	119	105	115
Distillates	156	158	121
Other	64	52	41
Total	339	315	277

### Gasoline and Distillates

We sell gasoline, gasoline blendstocks and distillates (including No. 1 and No. 2 fuel oils, jet fuel, kerosene, diesel and renewable diesel) to wholesale customers, branded jobbers, direct dealers and in the spot market. In addition, we sell diesel fuel and gasoline for export to international customers. The demand for gasoline and distillates is seasonal in many of our markets, with demand typically at its highest levels during the summer months.

### NGLs and Petrochemicals

We are a producer and marketer of NGLs and petrochemicals. Product availability varies by refinery and includes, among others, propylene, butane, xylene, benzene, cumene and toluene. We market these products domestically to customers in the chemical, agricultural and fuel-blending industries. In addition, we produce fuel-grade coke at our Garyville, Detroit, Galveston Bay and Los Angeles refineries, which is used for power generation and in miscellaneous industrial applications, and anode-grade coke at our Los Angeles and Robinson refineries, which is used to make carbon anodes for the aluminum smelting industry.

### Asphalt

We have refinery-based asphalt production capacity of 143 mbpcd, which includes asphalt cements, polymer-modified asphalt, emulsified asphalt, industrial asphalts and roofing flux. We have a broad customer base, including asphalt-paving contractors, resellers, government entities (states, counties, cities and townships) and asphalt roofing shingle manufacturers. We sell asphalt in the domestic and export wholesale markets via rail, barge and vessel.

### Propane

We produce propane at all of our refineries. Propane is primarily used for home heating and cooking, as a feedstock within the petrochemical industry, for grain drying and as a fuel for trucks and other vehicles. Our propane sales are split approximately 80 percent and 20 percent between the home heating market and industrial/petrochemical consumers, respectively.

### Heavy Fuel Oil

We produce and market heavy residual fuel oil or related components, including slurry, at all of our refineries. Heavy residual fuel oil is primarily used in the utility and ship bunkering (fuel) industries, though there are other more specialized uses of the product.

### Terminals and Transportation

We transport, store and distribute crude oil, feedstocks and refined products through pipelines, terminals and marine fleets owned by MPLX and third parties in our market areas.

We own a fleet of transport trucks and trailers for the movement of refined products and crude oil. In addition, we maintain a fleet of leased and owned railcars for the movement and storage of refined products.

The locations and detailed information about our Refining & Marketing assets are included under Item 2. Properties and are incorporated herein by reference.

### Competition, Market Conditions and Seasonality

The downstream petroleum business is highly competitive, particularly with regard to accessing crude oil and other feedstock supply and the marketing of refined products. We compete with a number of other companies to acquire crude oil for refinery processing and in the distribution and marketing of a full array of refined products.

We compete in four distinct markets for the sale of refined products—wholesale, including exports, spot, branded and retail distribution. Our marketing operations compete with numerous other independent marketers, integrated oil companies and high-volume retailers. We compete with companies in the sale of refined products to wholesale marketing customers, including private-brand marketers and large commercial and industrial consumers; companies in the sale of refined products in the spot market; and refiners or marketers in the supply of refined products to refiner-branded independent entrepreneurs. In addition, we compete with producers and marketers in other industries that supply alternative forms of energy and fuels to satisfy the requirements of our industrial, commercial and retail consumers.

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Market conditions in the oil and gas industry are cyclical and subject to global economic and political events and new and changing governmental regulations. Our operating results are affected by price changes in crude oil, natural gas and refined products, as well as changes in competitive conditions in the markets we serve. Price differentials between sweet and sour crude oils, ANS, WTI and MEH crude oils and other market structure impacts also affect our operating results.

Demand for gasoline, diesel fuel and asphalt is higher during the spring and summer months than during the winter months in most of our markets, primarily due to seasonal increases in highway traffic and construction. As a result, the operating results for our Refining & Marketing segment for the first and fourth quarters may be lower than for those in the second and third quarters of each calendar year.

### **Midstream**

The Midstream segment primarily includes the operations of MPLX, our sponsored MLP, and certain related operations retained by MPC.

#### **MPLX**

MPLX owns and operates a network of crude oil, natural gas and refined product pipelines and has joint ownership interests in crude oil, refined products and other pipelines. MPLX also owns and operates light products terminals, storage assets and maintains a fleet of owned and leased towboats and barges in support of fuels distribution on behalf of MPC. MPLX's assets also include natural gas gathering systems and natural gas processing and NGL fractionation complexes.

#### **MPC-Retained Midstream Assets and Investments**

We own four Jones Act product tankers, have ownership interests in several crude oil and refined products pipeline systems and pipeline companies and have an indirect ownership interest in an ocean vessel joint venture through our investment in Crowley Coastal Partners LLC.

The locations and detailed information about our Midstream assets are included under Item 2. Properties and are incorporated herein by reference.

#### **Competition, Market Conditions and Seasonality**

Our Midstream operations face competition for natural gas gathering, crude oil transportation and in obtaining natural gas supplies for our processing and related services; in obtaining unprocessed NGLs for gathering, transportation and fractionation; and in marketing our products and services. Competition for natural gas supplies is based primarily on the location of gas gathering systems and gas processing plants, operating efficiency and reliability, residue gas and NGL market connectivity, the ability to obtain a satisfactory price for products recovered and the fees charged for the services supplied to the customer. Competition for oil supplies is based primarily on the price and scope of services, location of gathering/transportation and storage facilities and connectivity to the best priced markets. Competitive factors affecting our fractionation services include availability of fractionation capacity, proximity to supply and industry marketing centers, the fees charged for fractionation services and operating efficiency and reliability of service. Competition for customers to purchase our natural gas and NGLs is based primarily on price, credit and market connectivity. In addition, certain of our Midstream operations are subject to rate regulation, which affects the rates that our common carrier pipelines can charge for transportation services and the return we obtain from such pipelines.

Our Midstream segment can be affected by seasonal fluctuations in the demand for natural gas and NGLs and the related fluctuations in commodity prices caused by various factors such as changes in transportation and travel patterns and variations in weather patterns from year to year.

### **REGULATORY MATTERS**

Our operations are subject to numerous laws and regulations, including those relating to the protection of the environment. Such laws and regulations include, among others, the Clean Air Act ("CAA") with respect to air emissions, the Clean Water Act ("CWA") with respect to water discharges, the Resource Conservation and Recovery Act ("RCRA") with respect to solid and hazardous waste treatment, storage and disposal, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") with respect to releases and remediation of hazardous substances and the Oil Pollution Act of 1990 ("OPA-90") with respect to oil pollution and response. In addition, many states where we operate have similar laws. New laws are being enacted and regulations are being adopted on a continuing basis, and the costs of compliance with such new laws and regulations are very difficult to estimate until finalized.

For a discussion of environmental capital expenditures and costs of compliance, see Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations-Environmental Matters and Compliance Costs. For additional information regarding regulatory risks, see Item 1A. Risk Factors.

## Rate Regulation

Some of our existing pipelines are considered interstate common carrier pipelines subject to regulation by the Federal Energy Regulatory Commission ("FERC") under the Interstate Commerce Act (the "ICA"), Energy Policy Act of 1992 ("EPAct 1992") and the rules and regulations promulgated under those laws. The ICA and FERC regulations require that tariff rates for oil pipelines, a category that includes crude oil and petroleum product pipelines, be just and reasonable and the terms and conditions of service must not be unduly discriminatory. The ICA permits interested persons to challenge newly proposed tariff rates or terms and conditions of service, or any change to tariff rates or terms and conditions of service, and authorizes FERC to suspend the effectiveness of such proposal or change for a period of time to investigate. If, upon completion of an investigation, FERC finds that the new or changed service or rate is unlawful, it is authorized to require the carrier to refund the revenues in excess of the prior tariff collected during the pendency of the investigation. An interested person may also challenge existing terms and conditions of service or rates and FERC may order a carrier to change its terms and conditions of service or rates prospectively. Upon an appropriate showing, a shipper may also obtain reparations, from a pipeline, for damages sustained as a result of rates or terms which FERC deemed were not just and reasonable. Such reparation damages may accrue from the complaint through the final order and during the two years prior to the filing of a complaint.

EPAct 1992 deemed certain interstate petroleum pipeline rates then in effect to be just and reasonable under the ICA. These rates are commonly referred to as "grandfathered rates." Our rates for interstate transportation service in effect for the 365-day period ending on the date of the passage of EPAct 1992 were deemed just and reasonable and therefore are grandfathered. Subsequent changes to those rates are not grandfathered. New rates have since been established after EPAct 1992 for certain pipelines, and certain of our pipelines have subsequently been approved to charge market-based rates.

FERC permits regulated oil pipelines to change their rates within prescribed ceiling levels that are tied to an inflation index. A carrier must, as a general rule, utilize the indexing methodology to change its rates. Cost-of-service ratemaking, market-based rates and settlement rates are alternatives to the indexing approach and may be used in certain specified circumstances to change rates.

## Air

### GHG Emissions

We believe the advancement of public policy intended to address GHG emissions, climate change, and climate adaptation will continue, with the potential for further regulations that could affect our operations. Currently, legislative and regulatory measures to address GHG emissions are in various phases of review, discussion or implementation. Reductions in GHG emissions could result in increased costs to (i) operate and maintain our facilities, (ii) install new emission controls at our facilities, (iii) capture the emissions from our facilities and (iv) administer and manage any GHG emissions programs, including acquiring emission credits or allotments.

On December 2, 2023, EPA issued its final rule to regulate methane emissions from the Oil and Natural Gas Sector. The rule titled "Standards of Performance for New, Reconstructed, and Modified Sources and Emissions Guidelines for Existing Sources: Oil and Gas Sector Climate Review" requires MPLX to control and reduce methane emissions within its natural gas gathering and boosting operations and gas processing facilities. The rule is consistent with the voluntary methane reduction programs that MPLX has been implementing through its Focus on Methane Program. As a result, although the rule requires MPLX to make additional investments to further reduce methane emissions, we do not believe the rule will have a material impact to our operations. Concurrent with its announcement of the final methane emission rules for the oil and natural gas sector, EPA finalized updates to its social cost of carbon, methane and nitrous oxide (collectively, "social cost of greenhouse gases" or "SC-GHG"). The updated estimates are significantly higher than past estimates. A higher SC-GHG could support more stringent GHG emission regulation in various rule makings from methane emissions to vehicle tailpipe emissions.

States are becoming active in regulating GHG emissions. These measures may include state actions to develop statewide or regional programs to report emissions and impose emission reductions. These measures may also include low-carbon fuel standards, such as the California program, or a state carbon tax. These measures could result in increased costs to operate and maintain our facilities, capital expenditures to install new emission controls and costs to administer any carbon trading or tax programs implemented. For example, California has enacted a cap-and-trade program. Much of the compliance costs associated with the California program are ultimately passed on to the consumer in the form of higher fuel costs. States are increasingly announcing aspirational goals to be net-zero carbon emissions by a certain date through both legislation and executive orders. To date, these states have not provided significant details as to achievement of these goals; however, meeting these aspirations will require a reduction in fossil fuel combustion and/or a mechanism to capture GHGs from the atmosphere. As a result, we cannot currently predict the impact of these potential regulations on our liquidity, financial position, or results of operations.

### Other Air Emissions

In February 2024, EPA released a final rule to lower the primary (health-based) fine particulate matter annual standard from its current level of 12.0 µg/m<sup>3</sup> to 9.0 µg/m<sup>3</sup>. Lowering of the National Ambient Air Quality Standards ("NAAQS") and subsequent designation as a nonattainment area could result in increased costs associated with, or result in cancellation or delay of, capital projects at our or our customers' facilities, or could require emission reductions that could result in increased costs to us or our customers. We cannot predict the effects of the various state implementation plan requirements at this time.

In California, the Governing Board for the South Coast Air Quality Management District ("SCAQMD") adopted Rule 1109.1 in November 2021, which establishes Best Available Retrofit Control Technology ("BARCT") oxides of nitrogen ("NOx") and carbon monoxide ("CO") emission limits for combustion equipment at petroleum refineries. These new requirements will replace the Regional Clean Air Incentives Market ("RECLAIM") cap-and-trade program which has required a staged refinery-wide reduction of NOx emissions over the last several years and will result in additional emission reductions from our Los Angeles Refinery. Compliance with Rule 1109.1 is being phased in through 2032 and will result in increased costs to operate and maintain our Los Angeles Refinery.

## Water

We maintain numerous discharge permits as required under the National Pollutant Discharge Elimination System program of the CWA and have implemented systems to oversee our compliance with these permits. In addition, we are regulated under OPA-90, which, among other things, requires the owner or operator of a tank vessel or a facility to maintain an emergency plan to respond to releases of oil or hazardous substances. OPA-90 also requires the responsible company to pay resulting removal costs and damages and provides for civil penalties and criminal sanctions for violations of its provisions. We operate tank vessels and facilities from which spills of oil and hazardous substances could occur. We have implemented emergency oil response plans for all of our components and facilities covered by OPA-90 and we have established Spill Prevention, Control and Countermeasures plans for all facilities subject to such requirements. Some coastal states in which we operate have passed state laws similar to OPA-90, but with expanded liability provisions, that include provisions for cargo owner responsibility as well as ship owner and operator responsibility.

On October 22, 2019, EPA and the United States Army Corps of Engineers ("Army Corps") published a final rule to repeal the 2015 "Clean Water Rule: Definition of Waters of the United States" ("2015 Rule"), which amended portions of the Code of Federal Regulations to restore the regulatory text that existed prior to the 2015 Rule, effective December 23, 2019. The rule repealing the 2015 Rule has been challenged in multiple federal courts. On April 21, 2020, EPA and the Army Corps promulgated the Navigable Waters Protection Rule ("2020 Rule") to define "waters of the United States." The 2020 Rule has been vacated by a federal court. On January 18, 2023, EPA and the Army Corps published a final rule ("2023 Rule") repealing the 2020 Rule defining "waters of the United States" and adopting a rule largely based upon the definition adopted in 1986 with some revisions based upon subsequent United States Supreme Court rulings, in particular *Rapanos v. United States* (2006), which produced two different tests for determining "waters of the United States," the relatively permanent waters and significant nexus tests. The 2023 Rule has been challenged in multiple federal courts and has been enjoined from applying in 27 states where the pre-2015 "waters of the United States" definition and guidance applies. On May 25, 2023, the United States Supreme Court issued its decision in *Sackett v. EPA* rejecting the significant nexus test in favor of the relatively permanent waters test, thereby narrowing the scope of wetlands and other water bodies regulated as "waters of the United States." On September 8, 2023, EPA and the Army Corps revised the 2023 Rule to conform to the *Sackett* decision ("Revised 2023 Rule"). The Revised 2023 Rule applies in only 23 states and has also been challenged in multiple federal courts. The regulatory uncertainty could result in delays in permitting and impact pipeline construction and maintenance activities.

In April 2020, the U.S. District Court in Montana vacated Nationwide Permit 12 ("NWP 12"), which authorizes the placement of fill material in "waters of the United States" for utility line activities as long as certain best management practices are implemented. The decision was ultimately appealed to the United States Supreme Court, which partially reversed the district court's decision, temporarily reinstating NWP 12 for all projects except the Keystone XL oil pipeline. The Army Corps subsequently reissued its nationwide permit authorizations on January 13, 2021, by dividing the NWP that authorizes utility line activities (NWP 12) into three separate NWPs that address the differences in how different utility line projects are constructed, the substances they convey, and the different standards and best management practices that help ensure those NWPs authorize only those activities that have no more than minimal adverse environmental effects. A challenge of the 2021 authorization is currently pending before the U.S. District Court for the District of Columbia ("D.D.C."), after being transferred from the U.S. District Court for the District of Montana in August 2022, and the plaintiffs request the court vacate and remand the 2021 authorization. Also, a petition has been filed with the Army Corps asking it to revoke the 2021 authorization. The Army Corps could repeal or replace the 2021 authorization in a subsequent rulemaking, and proposed modifications to NWP 12 are expected to be published for notice and comment in early 2024. The repeal, vacatur, revocation or modification of the 2021 authorization could impact pipeline construction and maintenance activities.

As part of our emergency response activities, we have used aqueous film forming foam ("AFFF") containing per- and polyfluoroalkyl substances ("PFAS") chemicals as a vapor and fire suppressant. At this time, AFFFs containing PFAS are the most effective foams to prevent and control a flammable petroleum-based liquid fire involving a large storage tank or tank containment area. Fluorine-free firefighting foams are currently under development but have not yet proven to be as effective as AFFFs containing PFAS.

In May 2016, EPA issued lifetime health advisory levels ("HALs") and health effects support documents for two PFAS substances - perfluorooctanoic acid ("PFOA") and perfluorooctane sulfonate ("PFOS"). These HALs were updated in June 2022, when EPA also issued HALs for two additional PFAS substances. In February 2019, EPA issued a PFAS Action Plan identifying actions it is planning to take to study and regulate various PFAS chemicals. EPA identified that it would evaluate, among other actions, (1) proposing national drinking water standards for PFOA and PFOS, (2) developing cleanup recommendations for PFOA and PFOS, (3) evaluating listing PFOA and PFOS as hazardous substances under CERCLA, and (4) conducting toxicity assessments for other PFAS chemicals. On December 5, 2022, EPA issued to states and EPA regional offices a memorandum

providing guidance for addressing PFAS discharges in wastewater and stormwater. Also, on March 29, 2023, EPA issued a notice of proposed rulemaking to establish national drinking water standards for PFOS, PFOA, perfluorohexane sulfonic acid, perfluorononanoic acid, perfluorobutane sulfonic acid ("PFBS"), and hexafluoropropylene oxide dimer acid and its ammonium salt (also known as "GenX"). EPA indicates it will issue a final rule in late 2024. Congress may also take further action to regulate PFAS. We cannot currently predict the impact of potential statutes or regulations on our operations.

In addition, many states are actively proposing and adopting legislation and regulations relating to the use of AFFFs containing PFAS. Additionally, many states are using EPA HALs for PFOS and PFOA and some states are adopting and proposing state-specific drinking water and cleanup standards for various PFAS, including but not limited to PFOS and PFOA. We cannot currently predict the impact of these regulations on our liquidity, financial position, or results of operations.

### **Solid and Hazardous Waste**

We continue to seek methods to minimize the generation of hazardous wastes in our operations. RCRA establishes standards for the management of solid and hazardous wastes. Besides affecting waste disposal practices, RCRA also addresses the environmental effects of certain past waste disposal operations, the recycling of wastes and the regulation of USTs containing regulated substances.

### **Remediation**

We own or operate, or have owned or operated, certain convenience stores and other locations where, during the normal course of operations, releases of refined products from USTs have occurred. Federal and state laws require that contamination caused by such releases at these sites be assessed and remediated to meet applicable standards. A portion of these remediation costs may be recoverable from the appropriate state UST reimbursement funds once the applicable deductibles have been satisfied. We also have ongoing remediation projects at a number of our current and former refinery, terminal and pipeline locations. For a discussion of environmental capital expenditures and costs of compliance, see Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations-Environmental Matters and Compliance Costs.

Claims under CERCLA and similar state acts have been raised with respect to the clean-up of various waste disposal and other sites. CERCLA is intended to facilitate the clean-up of hazardous substances without regard to fault. Potentially responsible parties for each site include present and former owners and operators of, transporters to and generators of the hazardous substances at the site. Liability is strict and can be joint and several. Because of various factors including the difficulty of identifying the responsible parties for any particular site, the complexity of determining the relative liability among them, the uncertainty as to the most desirable remediation techniques and the amount of damages and clean-up costs and the time period during which such costs may be incurred, we are unable to reasonably estimate our ultimate cost of compliance with CERCLA; however, we do not believe such costs will be material to our business, financial condition, results of operations or cash flows.

On September 6, 2022, EPA issued a notice of proposed rulemaking that would designate PFOS and PFOA as hazardous substances under CERCLA Section 102(a). EPA indicates it will issue a final action during the first quarter of 2024. In addition, EPA has received three petitions requesting regulatory action on PFAS under RCRA and in February 2024, proposed two regulations that would add nine PFAS, including PFOA and PFOS, to the list of RCRA hazardous constituents and broaden the definition of hazardous waste applicable to corrective action requirements at hazardous waste treatment, storage, and disposal facilities. We cannot currently predict the impact of potential statutes or regulations on our remediation costs.

### **Vehicle and Fuel Requirements**

#### **Fuel Economy and GHG Emission Standards for Vehicles**

The National Highway Traffic Safety Administration ("NHTSA") establishes corporate average fuel economy ("CAFE") standards for passenger cars and light trucks. In addition, EPA establishes carbon dioxide ("CO2") emission standards for passenger cars and light trucks. An Executive Order issued on August 5, 2021, set a goal that 50 percent of all new passenger cars and light trucks sold in 2030 be zero emission vehicles. Consistent with this order, EPA and NHTSA have promulgated separate rules setting more stringent requirements. NHTSA's CAFE standards would increase in stringency from model year 2023 levels by eight percent annually for model years 2024-2025 and ten percent annually for model year 2026. EPA's model year 2023-2026 CO2 emission standards result in average fuel economy of 40 mpg in model year 2026. These NHTSA and EPA regulations have been challenged in court. In addition, NHTSA and EPA have proposed new rules setting even more stringent requirements for model years 2027-2032. NHTSA's proposed standards would require an increase in fuel efficiency of two percent annually. EPA's proposed standards represent a 56 percent reduction in emissions relative to the model year 2026 standards and would require a significant increase in electric vehicle production to meet the standards. Higher CAFE and CO2 emission standards for cars and light trucks reduce demand for our transportation fuels.

In addition, California may establish per its Clean Air Act waiver authority different standards that could apply in multiple states. EPA has issued a rule that reinstates California's waiver for its Advanced Clean Car I program, which includes requirements for zero emission vehicle sales through 2025. California's governor has also issued an executive order requiring sales of all new passenger vehicles in the state be zero-emission by 2035. The California Air Resources Board followed this executive order by finalizing its Advanced Clean Car II regulation, which bans the sale of internal combustion engine vehicles in California in 2035. California is seeking a waiver from EPA for its Advanced Clean Car II program. Other states have issued, or may issue, zero emission vehicle mandates.

## **Renewable Fuels Standards and Low Carbon Fuel Standards**

Pursuant to the Energy Policy Act of 2005 and the EISA, Congress established a Renewable Fuel Standard ("RFS") program that requires annual volumes of renewable fuel be blended into domestic transportation fuel. The statutory volumes apply through calendar year 2022. After calendar year 2022, the statute gives EPA the authority to set the annual volumes. EPA has promulgated annual volumes for 2023-2025 that increase the volume of renewable fuel that must be blended year over year.

There is currently no regulatory method for verifying the validity of most RINs sold on the open market. We have developed a RIN integrity program to vet the RINs that we purchase, and we incur costs to audit RIN generators. Nevertheless, if any of the RINs that we purchase and use for compliance are found to be invalid, we could incur costs and penalties for replacing the invalid RINs.

In addition to the federal Renewable Fuel Standards, certain states have, or are considering, promulgation of state renewable or low carbon fuel standards. For example, California began implementing its LCFS in January 2011. In September 2015, the CARB approved the re-adoption of the LCFS, which became effective on January 1, 2016, to address procedural deficiencies in the way the original regulation was adopted. The LCFS was amended again in 2018 with the current version targeting a 20 percent reduction in fuel carbon intensity from a 2010 baseline by 2030. CARB has issued a proposed rule expected to be finalized in early 2024 that would increase the stringency of the carbon intensity targets for 2025 and beyond. We incur costs to comply with LCFS programs, and these costs may increase if the cost of LCFS credits increases.

In sum, the RFS has required, and may in the future continue to require, additional capital expenditures or expenses by us to accommodate increased renewable fuels use. We may experience a decrease in demand for refined products due to an increase in combined fleet mileage or due to refined products being replaced by renewable fuels. Demand for our refined products also may decrease as a result of low carbon fuel standard programs or electric vehicle mandates.

## **Safety Matters**

We are subject to oversight pursuant to the federal Occupational Safety and Health Act, as amended ("OSH Act"), as well as comparable state statutes that regulate the protection of the health and safety of workers. We believe that we have conducted our operations in substantial compliance with regulations promulgated pursuant to the OSH Act, including general industry standards, record-keeping requirements and monitoring of occupational exposure to regulated substances.

We are also subject at regulated facilities to the Occupational Safety and Health Administration's Process Safety Management ("PSM") and EPA's Risk Management Program ("RMP") requirements, which are intended to prevent or minimize the consequences of catastrophic releases of toxic, reactive, flammable or explosive chemicals. EPA has proposed revisions to its RMP regulation. The proposed revisions include a requirement that refineries with hydrofluoric acid alkylation units perform a safer technologies and alternatives analysis as part of the process hazard analysis and to document the feasibility of inherent safety measures. The application of these regulations can result in increased compliance expenditures.

In general, we expect industry and regulatory safety standards to become more stringent over time, resulting in increased compliance expenditures. While these expenditures cannot be accurately estimated at this time, we do not expect such expenditures will have a material adverse effect on our results of operations.

The DOT has adopted safety regulations with respect to the design, construction, operation, maintenance, inspection and management of our pipeline assets. These regulations contain requirements for the development and implementation of pipeline integrity management programs, which include the inspection and testing of pipelines and the correction of anomalies. These regulations also require that pipeline operation and maintenance personnel meet certain qualifications and that pipeline operators develop comprehensive spill response plans.

Certain of our facilities are subject to the Department of Homeland Security Chemical Facility Anti-Terrorism Standards, which expired on July 28, 2023. Congress has introduced bills that, if passed, would extend the program. We also have several facilities that are subject to the United States Coast Guard's Maritime Transportation Security Act, and a number of other facilities that are subject to the Transportation Security Administration's Pipeline Security Guidelines and are designated as "Critical Facilities." We have an internal inspection program designed to monitor and ensure compliance with all of these requirements. We believe that we are in material compliance with all applicable laws and regulations regarding the security of our facilities.

## **Tribal Lands**

Various federal agencies, including EPA and the Department of the Interior, along with certain Native American tribes, promulgate and enforce regulations pertaining to oil and gas operations on Native American tribal lands where we operate. These regulations include such matters as lease provisions, drilling and production requirements, and standards to protect environmental quality and cultural resources. In addition, each Native American tribe is a sovereign nation having the right to enforce certain laws and regulations and to grant approvals independent from federal, state and local statutes and regulations. These laws and regulations may increase our costs of doing business on Native American tribal lands and impact the viability of, or prevent or delay our ability to conduct, our operations on such lands.

## **TRADEMARKS, PATENTS AND LICENSES**

Our Marathon and ARCO trademarks are material to the conduct of our refining and marketing operations. We currently hold a number of U.S. and foreign patents and have various pending patent applications. Although in the aggregate our patents and licenses are important to us, we do not regard any single patent or license or group of related patents or licenses as critical or essential to our business as a whole. In general, we depend on our technological capabilities and the application of know-how rather than patents and licenses in the conduct of our operations.

## **HUMAN CAPITAL**

We believe our employees are our greatest asset of strength, and our culture reflects the quality of individuals across our workforce. Our collaborative efforts, which include fostering an inclusive environment, providing broad-based development and mentorship opportunities, recognizing and rewarding accomplishments and offering benefits that support the well-being of our employees and their families, contribute to increased engagement and fulfilling careers. Empowering our people and prioritizing accountability are also key components for developing MPC's high-performing culture, which is critical to achieving our strategic vision.

### **Employee Profile**

As of December 31, 2023, we employed approximately 18,200 people in full-time and part-time roles. Many of these employees provide services to MPLX, for which we are reimbursed in accordance with employee service agreements. Approximately 3,800 of our employees are covered by collective bargaining agreements.

### **Safety**

We are committed to safe operations to protect the health and safety of our employees, contractors and communities. Our commitment to safe operations is reflected in our safety systems design, our well-maintained equipment and by learning from our incidents. Part of our effort to promote safety includes our Operational Excellence Management System, which expands on the RC14001® scope, incorporates a Plan-Do-Check-Act continual improvement cycle, and aligns with ISO 9001, incorporating quality and an increased stakeholder and process focus. Together, these components of our safety management system provide us with a comprehensive approach to managing risks and preventing incidents, illnesses and fatalities. Additionally, our annual cash bonus program metrics include several employee, process and environmental safety metrics.

### **Talent Management**

Our People Strategy holistically addresses the dynamic business environment we operate in. It enables us to be an employer of choice with the best people and the right capabilities supporting our inclusive culture. Executing our People Strategy requires that we attract and retain the best talent. Attracting and retaining top talent involves presenting new employees with the tools for success and providing opportunities for long-term engagement and career advancement. Our Talent Acquisition team consists of three segments: Executive Recruiting, Experienced Recruiting and University Recruiting. The specialization within each group allows us to specifically address MPC's broad range of current and future talent needs, as well as devote time and attention to candidates during the hiring process. We believe each diverse candidate brings a new perspective to our workforce, and we actively seek candidates with a variety of backgrounds and experience.

We equip our employees at every level with classroom training, online courses and on the job activities that provide the knowledge and skills necessary to perform their daily job functions safely and successfully. Simultaneously, we support our employees with a wide range of career development programs, tools, and key talent processes to help them advance and grow their careers within MPC.

### **Compensation and Benefits**

To ensure we are offering competitive pay packages, we annually benchmark compensation, including base salaries, bonus levels and long-term incentive targets. Our annual bonus program, for which all employees are eligible, is a critical component of our compensation as it rewards employees for MPC's achievement against preset goals, encouraging employee commitment and ownership of results. Employees in our senior leader pay grades, as well as most other leaders, receive long-term incentive awards annually to align their compensation to the interests of MPC shareholders and MPLX unitholders.

We offer comprehensive benefits that are also benchmarked annually, including medical, dental and vision insurance for our employees, their spouses or domestic partners, and their dependents. We also provide retirement programs, life insurance, family building and support programs, sick and disability benefits, education assistance, as well as support the well-being of our employees and their families through a comprehensive Employee Assistance Program and financial wellness tools. In addition, we encourage our employees to refresh and recharge by providing competitive vacation programs and paid parental leave benefits for birth mothers and nonbirth parents. Further, we award a significant number of college and trade school scholarships to high school senior children of our employees through the Marathon Petroleum Scholars Program. Both full-time and part-time employees are eligible for these benefits.



## Inclusion

Our People Strategy also includes our Diversity, Equity and Inclusion ("DE&I") program guided by a dedicated team of subject matter experts and supported by leadership. Our program is based on our three-pillar DE&I strategy of building a diverse workforce, creating an inclusive culture and contributing to our thriving communities.

We promote cultural inclusivity and respect among our employees. We recognize that when employees feel valued, it shows in their performance. Our employee networks are fundamental to achieving this goal and connect employees with others who have a shared identity and life experiences. These seven groups use a member and ally model to promote inclusion - Asian, Black, Hispanic, LGBTQ+, Veterans, Women and People with Disabilities. Led by employees with involvement and support from executive sponsors, our networks connect colleagues from across the company and provide opportunities for development, networking and community involvement.

## EXECUTIVE OFFICERS

Following is information about the executive officers and corporate officers of MPC:

Name	Age as of February 1, 2024	Position with MPC
Michael J. Hennigan	64	Chief Executive Officer
Maryann T. Mannen	61	President
John J. Quaid	52	Executive Vice President and Chief Financial Officer
Timothy J. Aydt	60	Executive Vice President Refining
Molly R. Benson	57	Chief Legal Officer and Corporate Secretary
Fiona C. Laird*	62	Chief Human Resources Officer and Senior Vice President Communications
David R. Heppner*	57	Senior Vice President Strategy and Business Development
Rick D. Hessling	57	Chief Commercial Officer
Brian K. Partee*	50	Chief Global Optimization Officer
Ehren D. Powell*	44	Senior Vice President and Chief Digital Officer
James R. Wilkins*	57	Senior Vice President Health, Environment, Safety and Security
Erin M. Brzezinski	41	Vice President and Controller
Kristina A. Kazarian*	41	Vice President Finance and Investor Relations
Kelly S. Niese*	44	Vice President Treasury
Gregory S. Floerke	60	Executive Vice President and Chief Operating Officer of MPLX GP LLC
Shawn M. Lyon	56	MPLX Senior Vice President Logistics & Storage of MPLX GP LLC

\* Corporate officer.

**Mr. Hennigan** was appointed Chief Executive Officer, effective January 1, 2024, having previously served as President and Chief Executive Officer since March 2020. He has served as a member of the Board of Directors since April 2020. Mr. Hennigan also has served as Chairman of the Board of MPLX since April 2020, as Chief Executive Officer since November 2019 and as President since June 2017. Before joining MPLX, Mr. Hennigan was President, Crude, NGL and Refined Products, of the general partner of Energy Transfer Partners L.P., an energy service provider. He was President and Chief Executive Officer of Sunoco Logistics Partners L.P., an oil and gas transportation, terminalling and storage company, from 2012 to 2017, President and Chief Operating Officer beginning in 2010, and Vice President, Business Development, beginning in 2009.

**Ms. Mannen** was appointed President, effective January 1, 2024, having previously served as Executive Vice President and Chief Financial Officer since January 2021. She also has served as a member of MPLX's Board of Directors since February 2021. Before joining MPC, she served as Executive Vice President and Chief Financial Officer of TechnipFMC (a successor to FMC Technologies, Inc.), a leading global engineering services and energy technology company, since 2017, having previously served as Executive Vice President and Chief Financial Officer of FMC Technologies, Inc. since 2014, Senior Vice President and Chief Financial Officer since 2011, and in various positions of increasing responsibility with FMC Technologies, Inc. since 1986.

**Mr. Quaid** was appointed Executive Vice President and Chief Financial Officer, effective January 1, 2024, having previously served as MPLX's Executive Vice President and Chief Financial Officer since September 2021. He also has served as a member of MPLX's Board since January 2022. Prior to his 2021 appointment at MPLX, Mr. Quaid served as our Senior Vice President and Controller beginning in April 2020, and Vice President and Controller beginning in 2014. Before joining MPC, Mr. Quaid was Vice President of Iron Ore at United States Steel Corporation, an integrated steel producer, beginning in 2014, and Vice President and Treasurer beginning in 2011, having previously served in various functions including investor relations, business planning, financial planning and analysis and project management.

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**Mr. Aydt** was appointed Executive Vice President Refining, effective October 2022, having previously served as Executive Vice President and Chief Commercial Officer of MPLX since August 2020. Prior to his 2020 appointment, he served as Vice President, Business Development, beginning in November 2018, Vice President, Operations, and President of Marathon Pipe Line LLC beginning in January 2017, MPC's Terminal, Transport and Rail General Manager beginning in 2013, and Project Director for the \$2.2 billion Detroit Heavy Oil Upgrade Project beginning in 2008.

**Ms. Benson** was appointed Chief Legal Officer and Corporate Secretary, effective January 1, 2024, having previously served as Vice President, Chief Securities, Governance & Compliance Officer and Corporate Secretary since June 2018, and as Vice President, Chief Compliance Officer and Corporate Secretary since 2016. Prior to her 2016 appointment, Ms. Benson served as Assistant General Counsel, Corporate and Finance, beginning in 2012, and Group Counsel, Corporate and Finance, beginning in 2011.

**Ms. Laird** was appointed Chief Human Resources Officer and Senior Vice President Communications, effective February 2021, having previously served as Chief Human Resources Officer since October 2018. Prior to her 2018 appointment, she served as Chief Human Resources Officer at Andeavor since February 2018. Before joining Andeavor, Ms. Laird was Chief Human Resources and Communications Officer for Newell Brands, a global consumer goods company, beginning in May 2016 and Executive Vice President, Human Resources, for Unilever, a global consumer goods company, beginning in 2011.

**Mr. Heppner** was appointed Senior Vice President Strategy and Business Development, effective February 2021. Prior to this appointment, he served as Vice President, Commercial and Business Development, beginning in October 2018, Senior Vice President of Engineering Services and Corporate Support of Speedway LLC beginning in 2014, and Director, Wholesale Marketing, beginning in 2010.

**Mr. Hessling** was appointed Chief Commercial Officer, effective January 1, 2024, having previously served as Senior Vice President, Global Feedstocks, since February 2021. Prior to his 2021 appointment, he served as Senior Vice President, Crude Oil Supply and Logistics, beginning in October 2018, Manager, Crude Oil & Natural Gas Supply and Trading, beginning in 2014, and Crude Oil Logistics & Analysis Manager beginning in 2011.

**Mr. Partee** was appointed Chief Global Optimization Officer, effective January 1, 2024, having previously served as Senior Vice President, Global Clean Products, since February 2021. Prior to his 2021 appointment, he served as Senior Vice President, Marketing, beginning in October 2018, Vice President, Business Development, beginning in February 2018, Director of Business Development beginning in January 2017, Manager of Crude Oil Logistics beginning in 2014, and Vice President, Business Development and Franchise, at Speedway beginning in 2012.

**Mr. Powell** was appointed Senior Vice President and Chief Digital Officer, effective July 2020. Before joining MPC, he served as Vice President and Chief Information Officer ("CIO") at GE Healthcare, a segment of General Electric Company ("GE") that provides medical technologies and services, beginning in April 2018, having previously served as Senior Vice President and CIO, Services, of GE, a multinational conglomerate, since January 2017 and CIO, Power Services, with GE Power since 2014, and in various positions of increasing responsibility with GE and its subsidiaries since 2000.

**Mr. Wilkins** was appointed Senior Vice President Health, Environment, Safety and Security, effective February 2021. Prior to this appointment, he served as Vice President, Environment, Safety and Security, beginning in October 2018, Director, Environment, Safety, Security and Product Quality, beginning in February 2016, and Director, Refining Environmental, Safety, Security and Process Safety Management, beginning in 2013.

**Ms. Brzezinski** was appointed Vice President and Controller, effective January 8, 2024. Prior to this appointment, she served as Assistant Controller, Technical Accounting, since August 2021, having previously served as Manager, Accounting, since May 2019. Before joining MPC, Ms. Brzezinski was Director, Assurance and Audit Services, at PricewaterhouseCoopers LLP, a professional services and accounting firm, beginning in 2018, and Senior Manager beginning in 2013. She was Manager, Technical Accounting, at Cooper Tire & Rubber Company, an automotive tire manufacturer, from 2011 to 2013. Previously, Ms. Brzezinski served in positions of increasing responsibility with PricewaterhouseCoopers LLP beginning in 2004.

**Ms. Kazarian** was appointed Vice President Finance and Investor Relations, effective January 2023. Prior to this appointment, she served as Vice President, Investor Relations, beginning in April 2018. Before joining MPC, she was Managing Director and head of the MLP, Midstream and Refining Equity Research teams at Credit Suisse, a global investment bank and financial services company, beginning in September 2017. Previously, Ms. Kazarian was Managing Director of MLP, Midstream and Natural Gas Equity Research at Deutsche Bank, a global investment bank and financial services company, beginning in 2014, and an analyst specializing on various energy industry subsectors with Fidelity Management & Research Company, a privately held investment manager, beginning in 2005.

**Ms. Niese** was appointed Vice President Treasury, effective January 2023. Prior to this appointment, she served as Assistant Treasurer beginning in February 2017, Corporate Finance Manager beginning in October 2014, and Brand Coordinating Manager beginning in 2011, having previously served in various analytical roles within Crude Supply, Terminals, Transportation and Rail and Internal Audit since joining MPC in 2003.

**Mr. Floerke** was appointed Executive Vice President and Chief Operating Officer of MPLX, effective February 2021, having previously served as Executive Vice President and Chief Operating Officer, Gathering and Processing, Trucks and Rail, since

August 2020. Prior to the 2020 appointment, he served as Executive Vice President, Gathering and Processing, beginning in 2018, Executive Vice President and Chief Operating Officer, MarkWest Operations, beginning in July 2017, and Executive Vice President and Chief Commercial Officer, MarkWest Assets, beginning in 2015, at the time of MPLX's acquisition of MarkWest Energy Partners, L.P. Before joining MPLX, Mr. Floerke was Executive Vice President and Chief Commercial Officer at MarkWest beginning in 2015, and Senior Vice President, Northeast region, at MarkWest beginning in 2013. Previously, Mr. Floerke held senior management positions at Access Midstream Partners, L.P. from 2011 until 2013.

**Mr. Lyon** was appointed Senior Vice President Logistics and Storage of MPLX, effective September 2022, having previously served as Vice President, Operations, and President, Marathon Pipe Line LLC, since November 2018. Prior to his 2018 appointment, he was Vice President of Operations for Marathon Pipe Line LLC beginning in 2011. Previously, Mr. Lyon served in various roles of increasing responsibility with MPC since 1989, including as Manager, Marketing and Transportation Engineering beginning in 2010, and District Manager, Transport and Rail beginning in 2008. He served as board chair for Liquid Energy Pipeline Association in 2023 and chairs the board of the Louisiana Offshore Oil Port ("LOOP").

## AVAILABLE INFORMATION

General information about MPC, including our Corporate Governance Principles, our Code of Business Conduct and our Code of Ethics for Senior Financial Officers, can be found at [www.marathonpetroleum.com](http://www.marathonpetroleum.com) under the "Investors" tab by selecting "Corporate Governance." We would post on our website any amendments to, or waivers from, either of our codes requiring disclosure under applicable rules within four business days following any such amendment or waiver. Charters for the Audit Committee, Compensation and Organization Development Committee, Corporate Governance and Nominating Committee and Sustainability and Public Policy Committee are also available at this site under the "About" tab by selecting "Board of Directors."

MPC uses its website, [www.marathonpetroleum.com](http://www.marathonpetroleum.com), as a channel for routine distribution of important information, including news releases, analyst presentations, financial information and market data. Our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q and Current Reports on Form 8-K, as well as any amendments and exhibits to those reports, are available free of charge through our website as soon as reasonably practicable after the reports are filed or furnished with the SEC, or on the SEC's website at [www.sec.gov](http://www.sec.gov). These documents are also available in hard copy, free of charge, by contacting our Investor Relations office. In addition, our website allows investors and other interested persons to sign up to automatically receive email alerts when we post news releases and financial information on our website. Information contained on our website is not incorporated into this Annual Report on Form 10-K or other securities filings.

## Item 1A. Risk Factors

*You should carefully consider each of the following risks and all the other information contained in this Annual Report on Form 10-K in evaluating us and our common stock. Although the risks are organized by headings, and each risk is discussed separately, many are interrelated. Our business, financial condition, results of operations and cash flows could be materially and adversely affected by these risks, and, as a result, the trading price of our common stock could decline. We have in the past been adversely affected by certain of, and may in the future be affected by, these risks. You should not interpret the disclosure of any risk factor to imply that the risk has not already materialized.*

### Business and Operational Risks

**Our financial results are affected by volatile refining margins, which are dependent on factors beyond our control.**

Our operating results, cash flows, future rate of growth, the carrying value of our assets and our ability to execute share repurchases and continue the payment of our base dividend are highly dependent on the margins we realize on our refined products. Historically, refining and marketing margins have been volatile, and we believe they will continue to be volatile. Our margins from the sale of gasoline and other refined products are influenced by a number of conditions, including the price of crude oil and other feedstocks. The prices of feedstocks and the prices at which we can sell our refined products fluctuate independently due to a variety of regional and global market factors that are beyond our control, including:

- worldwide and domestic supplies of and demand for feedstocks and refined products;
- transportation infrastructure cost and availability;
- operation levels of other refineries in our markets;
- the development by competitors of new refining or renewable conversion capacity;
- natural gas and electricity supply costs;
- political instability, threatened or actual terrorist incidents, armed conflict or other global political or economic conditions;
- local weather conditions; and
- the occurrence of other risks described herein.

Some of these factors can vary by region and may change quickly, adding to market volatility, while others may have longer-term effects. The longer-term effects of these and other factors on refining and marketing margins are uncertain. We generally

purchase our feedstocks weeks before we refine them and sell the refined products. Price level changes during the period between purchasing feedstocks and selling the refined products from these feedstocks can have a significant effect on our financial results. We also purchase refined products manufactured by others for resale to our customers. Price changes during the periods between purchasing and reselling those refined products can have a material and adverse effect on our business, financial condition, results of operations and cash flows.

Lower refining and marketing margins have in the past, and may in the future, lead us to reduce the amount of refined products we produce, which may reduce our revenues, income from operations and cash flows. Significant reductions in refining and marketing margins could require us to reduce our capital expenditures, impair the carrying value of our assets (such as property, plant and equipment, inventory or goodwill), and require us to re-evaluate practices regarding our repurchase activity and dividends.

**Legal, technological, political and scientific developments regarding emissions, fuel efficiency and alternative fuel vehicles may decrease demand for petroleum-based transportation fuels.**

Developments aimed at reducing vehicle emissions, increasing vehicle efficiency or reducing the sale of new petroleum-fueled vehicles may decrease the demand and may increase the cost for our transportation fuels. An Executive Order issued on August 5, 2021, set a goal that 50 percent of all new passenger cars and light trucks sold in 2030 be zero emission vehicles. Consistent with this order, EPA and NHTSA have promulgated separate rules setting more stringent requirements for reductions through model year 2026. NHTSA's amended CAFE standards increase in stringency from model year 2023 levels by eight percent annually for model years 2024-2025 and ten percent annually for model year 2026. EPA's revised model year 2023-2026 CO<sub>2</sub> emission standards, which were finalized in December 2021, result in average fuel economy of 40 mpg in model year 2026. Other jurisdictions have issued or considered issuing similar mandates, and we expect this trend will continue.

Moreover, consumer acceptance and market penetration of electric, hybrid and alternative fuel vehicles continues to increase. In 2021, several automobile manufacturers jointly announced their shared goal that 40-50 percent of their new vehicle sales be battery electric, fuel cell or plug-in hybrid vehicles by 2030. Other automobile manufacturers have similar, or more aggressive, goals with respect to vehicle electrification. Technological breakthroughs relating to renewable fuels or other fuel alternatives such as hydrogen or ammonia, or efficiency improvements for internal combustion engines could reduce demand for petroleum-based transportation fuels.

Together, these trends and developments have had and are expected to continue to have an adverse effect on sales of our petroleum-based transportation fuels, which in turn could have a material and adverse effect on our business, financial condition, results of operations and cash flows.

**Our operations are subject to business interruptions and present inherent hazards and risks, which could adversely impact our results of operations and financial condition.**

Our operations are subject to business interruptions, such as scheduled and unscheduled refinery turnarounds, unplanned maintenance, explosions, fires, refinery or pipeline releases, product quality incidents, power outages, severe weather, labor disputes, acts of terrorism, or other natural or man-made disasters. These types of incidents adversely affect our operations and may result in serious personal injury or loss of human life, significant damage to property and equipment, impaired ability to manufacture our products, environmental pollution, and substantial losses. We have experienced certain of these incidents in the past.

For assets located near populated areas, the level of damage resulting from such an incident could be greater. In addition, we operate in and adjacent to environmentally sensitive waters where tanker, pipeline, rail car and refined product transportation and storage operations are closely regulated by federal, state and local agencies and monitored by environmental interest groups. Certain of our refineries receive crude oil and other feedstocks by tanker or barge. MPLX operates a fleet of boats and barges to transport light products, heavy oils, crude oil, renewable fuels, chemicals and feedstocks to and from our refineries and terminals owned by MPC and MPLX. Transportation and storage of crude oil, other feedstocks and refined products over and adjacent to water involves inherent risk and subjects us to the provisions of the OPA-90 and state laws in U.S. coastal and Great Lakes states and states bordering inland waterways on which we operate, as well as international laws in the jurisdictions in which we operate. If we are unable to promptly and adequately contain any accident or discharge involving tankers, pipelines, rail cars or above ground storage tanks transporting or storing crude oil, other feedstocks or refined products, we may be subject to substantial liability. In addition, the service providers contracted to aid us in a discharge response may be unavailable due to weather conditions, governmental regulations or other local or global events.

Damages resulting from an incident involving any of our assets or operations may result in our being named as a defendant in one or more lawsuits asserting potentially substantial claims or in our being assessed potentially substantial fines by governmental authorities.

**We are increasingly dependent on the performance of our information technology systems and those of our third-party business partners and service providers.**

We are increasingly dependent on our information technology systems and those of our third-party business partners and service providers for the safe and effective operation of our business. We rely on such systems to process, transmit and store electronic information, including financial records and personally identifiable information such as employee, customer and investor data,

and to manage or support a variety of business processes, including our supply chain, pipeline operations, gathering and processing operations, credit card payments and authorizations at certain of our customers' retail outlets, financial transactions, banking and numerous other processes and transactions.

Our information systems (and those of our third-party business partners and service providers), including our cloud computing environments and operational technology environments, are subject to numerous and evolving cybersecurity threats and attacks, including ransomware and other malware, and phishing and social engineering schemes, supply chain attacks, and advanced artificial intelligence cyberattacks, which can compromise our ability to operate, and the confidentiality, availability, and integrity of data in our systems or those of our third-party business partners and service providers. These and other cybersecurity threats may originate with criminal attackers, advanced persistent threats and nation-state actors, state-sponsored actors or employee error or malfeasance. Because the techniques used to obtain unauthorized access, or to disable or degrade systems continuously evolve and have become increasingly complex and sophisticated, and can remain undetected for a period of time despite efforts to detect and respond in a timely manner, we (and our third-party business partners and service providers) are subject to the risk of cyberattacks.

Our cybersecurity and infrastructure protection technologies, disaster recovery plans and systems, employee training and vendor risk management may not be sufficient to defend us against all unauthorized attempts to access our information or impact our systems. We and our third-party vendors and service providers have been and may in the future be subject to cybersecurity events of varying degrees. To date, the impacts of prior events have not had a material adverse effect on us.

Cybersecurity events involving our information technology systems or those of our third-party business partners and service providers can result in theft, destruction, loss, misappropriation or release of confidential financial data, regulated personally identifiable information, intellectual property and other information; give rise to remediation or other expenses; result in litigation, claims and increased regulatory review or scrutiny; reduce our customers' willingness to do business with us; disrupt our operations and the services we provide to customers; and subject us to litigation and legal liability under international, U.S. federal and state laws. Any of such results could have a material adverse effect on our reputation, business, financial condition, results of operations and cash flows.

**The availability and cost of renewable identification numbers could have an adverse effect on our financial condition and results of operations.**

Pursuant to the Energy Policy Act of 2005 and the EISA, Congress established a Renewable Fuel Standard ("RFS") program that requires annual volumes of renewable fuel be blended into domestic transportation fuel. A RIN is assigned to each gallon of renewable fuel produced in, or imported into, the United States. As a producer of petroleum-based motor fuels, we are obligated to blend renewable fuels into the products we produce at a rate that is at least commensurate to EPA's quota and, to the extent we do not, we must purchase RINs in the open market to satisfy our obligation under the RFS program. We are exposed to the volatility in the market price of RINs. We cannot predict the future prices of RINs. RINs prices are dependent upon a variety of factors, including EPA regulations, the availability of RINs for purchase, and levels of transportation fuels produced, which can vary significantly from quarter to quarter. There is currently no regulatory method for verifying the validity of most RINs sold on the open market. We have developed a RIN integrity program to vet the RINs that we purchase, and we incur costs to audit RIN generators. Nevertheless, if any of the RINs that we purchase and use for compliance are found to be invalid, we could incur costs and penalties for replacing the invalid RINs. See Item 1. Business – Regulatory Matters for additional information on these and other regulatory compliance matters.

**Competitors that produce their own supply of feedstocks, own their own retail sites, or have greater financial resources may have a competitive advantage.**

The refining and marketing industry is highly competitive with respect to both feedstock supply and refined petroleum products. We compete with many companies for available supplies of crude oil and other feedstocks, and we do not produce any of our crude oil feedstocks. Our competitors include multinational, integrated major oil companies that can obtain a significant portion of their feedstocks from company-owned production. Competitors that produce crude oil are at times better positioned to withstand periods of depressed refining margins or feedstock shortages.

We also compete with other companies for customers for our refined petroleum products. The independent entrepreneurs who operate primarily Marathon-branded outlets and the direct dealer locations we supply compete with other convenience store chains, outlets owned or operated by integrated major oil companies or their dealers or jobbers, and other well-recognized national or regional retail outlets, often selling transportation fuels and merchandise at very competitive prices. Non-traditional transportation fuel retailers, such as supermarkets, club stores and mass merchants, may be better able to withstand volatile market conditions or levels of low or no profitability in the retail segment of the market. The loss of market share by those who operate our branded outlets and the direct dealer locations we supply could adversely affect our business, financial condition, results of operations and cash flows.

**We may be negatively impacted by inflation.**

Increases in inflation may have an adverse effect on us. Current and future inflationary effects may be driven by, among other things, supply chain disruptions and governmental stimulus or fiscal policies. Continuing increases in inflation could impact the commodity markets generally, the overall demand for our products and services, our costs for labor, material and services and the margins we are able to realize on our products, all of which could have an adverse impact on our business, financial position,

results of operations and cash flows. Inflation may also result in higher interest rates, which in turn would result in higher interest expense related to our variable rate indebtedness and any borrowings we undertake to refinance existing fixed rate indebtedness.

**We are subject to interruptions of supply and increased costs as a result of our reliance on third-party transportation of crude oil and refined products.**

We utilize the services of third parties to transport crude oil and refined products to and from our refineries. In addition to our own operational risks, we could experience interruptions of supply or increases in costs to deliver refined products to market if the ability of the pipelines, railways or vessels to transport crude oil or refined products is disrupted or limited because of weather events, accidents, labor disputes, governmental regulations or third-party actions.

In particular, pipelines or railroads provide a nearly exclusive form of transportation of crude oil to, or refined products from, some of our refineries. A prolonged interruption, material reduction or cessation of service of such a pipeline or railway, whether due to private party or governmental action or other reason, or any other prolonged disruption of the ability of the trucks, pipelines, railways or vessels to transport crude oil or refined products to or from one or more of our refineries, can adversely affect us.

**A significant decrease in oil and natural gas production in MPLX's areas of operation may adversely affect MPLX's business, financial condition, results of operations and cash available for distribution to its unitholders, including MPC.**

A significant portion of MPLX's operations is dependent on the continued availability of natural gas and crude oil production. The production from oil and natural gas reserves and wells owned by its producer customers will naturally decline over time, which means that MPLX's cash flows associated with these wells will also decline over time. To maintain or increase throughput levels and the utilization rate of MPLX's facilities, MPLX must continually obtain new oil, natural gas, NGL and refined product supplies, which depend in part on the level of successful drilling activity near its facilities, its ability to compete for volumes from successful new wells and its ability to expand its system capacity as needed.

We have no control over the level of drilling activity in the areas of MPLX's operations, the amount of reserves associated with the wells or the rate at which production from a well will decline. In addition, we have no control over producers or their production decisions, which are affected by demand, prevailing and projected energy prices, drilling costs, operational challenges, access to downstream markets, the level of reserves, geological considerations, governmental regulations and the availability and cost of capital. Reductions in exploration or production activity in MPLX's areas of operations could lead to reduced throughput on its pipelines and utilization rates of its facilities.

Decreases in energy prices can lead to decreases in drilling activity, production rates and investments by third parties in the development of new oil and natural gas reserves. The prices for oil, natural gas and NGLs depend upon factors beyond our control, including global and local demand, production levels, changes in interstate pipeline gas quality specifications, imports and exports, seasonality and weather conditions, economic and political conditions domestically and internationally and governmental regulations. Sustained periods of low prices can result in producers deciding to limit their oil and gas drilling operations, which can substantially delay the production and delivery of volumes of oil, natural gas and NGLs to MPLX's facilities and adversely affect their revenues and cash available for distribution to us.

This impact may also be exacerbated due to the extent of MPLX's commodity-based contracts, which are more directly impacted by changes in natural gas and NGL prices than its fee-based contracts due to frac spread exposure and may result in operating losses when natural gas becomes more expensive on a Btu equivalent basis than NGL products. In addition, the purchase and resale of natural gas and NGLs in the ordinary course exposes our Midstream operations to volatility in natural gas or NGL prices due to the potential difference in the time of the purchases and sales and the potential difference in the price associated with each transaction, and direct exposure may also occur naturally as a result of production processes. Also, the significant volatility in natural gas, NGL and oil prices could adversely impact MPLX's unit price, thereby increasing its distribution yield and cost of capital. Such impacts could adversely impact MPLX's ability to execute its long-term organic growth projects, satisfy obligations to its customers and make distributions to unitholders at intended levels, and may also result in non-cash impairments of long-lived assets or goodwill or other-than-temporary non-cash impairments of our equity method investments.

**Severe weather events, other climate conditions and earth movement and other geological hazards may adversely affect our assets and ongoing operations.**

Our assets are subject to acute physical risks, such as floods, hurricane-force winds, wildfires, winter storms, and earth movement in variable, steep and rugged terrain and terrain with varied or changing subsurface conditions, and chronic physical risks, such as sea-level rise or water shortages. For example, in 2021, our Galveston Bay refinery was adversely affected by Winter Storm Uri and our Garyville refinery was adversely affected by Hurricane Ida. The occurrence of these and similar events have had, and may in the future have, an adverse effect on our assets and operations. We have incurred and will continue to incur additional costs to protect our assets and operations from such physical risks and employ the evolving technologies and processes available to mitigate such risks. To the extent such severe weather events or other climate conditions increase in frequency and severity, we may be required to modify operations and incur costs that could materially and adversely affect our business, financial condition, results of operations and cash flows.

**We are subject to risks arising from our operations outside the United States and generally to worldwide political and economic developments.**

We operate and sell some of our products and procure some feedstocks outside the United States. Our business, financial condition, results of operations and cash flows could be negatively impacted by disruptions in any of these markets, including economic instability, restrictions on the transfer of funds, supply chain disruptions, duties and tariffs, transportation delays, difficulty in enforcing contractual provisions, import and export controls, changes in governmental policies, political and social unrest, security issues involving key personnel and changing regulatory and political environments. Future outbreaks of infectious diseases or pandemics could affect demand for refined products and economic conditions generally. In addition, the deterioration of trade relationships, modification or termination of existing trade agreements, imposition of new economic sanctions against Russia or other countries and the effects of potential responsive countermeasures, or increased taxes, border adjustments or tariffs can make international business operations more costly, which can have a material adverse effect on our business, financial condition, results of operations and cash flows.

We are required to comply with U.S. and international laws and regulations, including those involving anti-bribery, anti-corruption and anti-money laundering. Our training and compliance program and our internal control policies and procedures may not always protect us from violations committed by our employees or agents. Actual or alleged violations of these laws could disrupt our business and cause us to incur significant legal expenses, and could result in a material adverse effect on our reputation, business, financial condition, results of operations and cash flows.

More broadly, political and economic factors in global markets could impact crude oil and other feedstock supplies and could have a material adverse effect on us in other ways. Hostilities in the Middle East, Russia or elsewhere or the occurrence or threat of future terrorist attacks could adversely affect the economies of the U.S. and other countries. Lower levels of economic activity often result in a decline in energy consumption, which may cause our revenues and margins to decline and limit our future growth prospects. These risks could lead to increased volatility in prices for refined products, NGLs and natural gas. Additionally, these risks could increase instability in the financial and insurance markets and make it more difficult or costly for us to access capital and to obtain the insurance coverage that we consider adequate. Additionally, tax policy, legislative or regulatory action and commercial restrictions could reduce our operating profitability. For example, the U.S. government could prevent or restrict exports of refined products, NGLs, natural gas or the conduct of business in or with certain foreign countries. In addition, foreign countries could restrict imports, investments or commercial transactions or revoke or refuse to grant necessary permits.

**Our investments in joint ventures could be adversely affected by our reliance on our joint venture partners and their financial condition, and our joint venture partners may have interests or goals that are inconsistent with ours.**

We conduct some of our operations through joint ventures in which we share control over certain economic and business interests with our joint venture partners. Our joint venture partners may have economic, business or legal interests or goals that are inconsistent with our goals and interests or may be unable to meet their obligations. Failure by us, or an entity in which we have an interest, to adequately manage the risks associated with any acquisitions or joint ventures could have a material adverse effect on the financial condition or results of operations of our joint ventures and adversely affect our reputation, business, financial condition, results of operations and cash flows.

**Terrorist attacks or other targeted operational disruptions may affect our facilities or those of our customers and suppliers.**

Refining, gathering and processing, pipeline and terminal infrastructure, and other energy assets, may be the subject of terrorist attacks or other targeted operational disruptions. Any attack or targeted disruption of our operations, those of our customers or, in some cases, those of other energy industry participants, could have a material and adverse effect on our business. Similarly, any similar event that severely disrupts the markets we serve could materially and adversely affect our results of operations, financial position and cash flows.

**Financial Risks**

**We have significant debt obligations; therefore, our business, financial condition, results of operations and cash flows could be harmed by a deterioration of our credit profile or downgrade of our credit ratings, a decrease in debt capacity or unsecured commercial credit available to us, or by factors adversely affecting credit markets generally.**

At December 31, 2023, our total debt obligations for borrowed money and finance lease obligations were \$27.62 billion, including \$20.71 billion of obligations of MPLX and its subsidiaries. We may incur substantial additional debt obligations in the future.

Our indebtedness may impose various restrictions and covenants on us that could have material adverse consequences, including:

- increasing our vulnerability to changing economic, regulatory and industry conditions;
- limiting our ability to compete and our flexibility in planning for, or reacting to, changes in our business and the industry;
- limiting our ability to pay dividends to our stockholders;
- limiting our ability to borrow additional funds; and



- requiring us to dedicate a substantial portion of our cash flow from operations to payments on our debt, thereby reducing funds available for working capital, capital expenditures, acquisitions, share repurchases, dividends and other purposes.

A decrease in our debt or commercial credit capacity, including unsecured credit extended by third-party suppliers, or a deterioration in our credit profile could increase our costs of borrowing money and limit our access to the capital markets and commercial credit. Our credit rating is determined by independent credit rating agencies. We cannot provide assurance that any of our credit ratings will remain in effect for any given period of time or that a rating will not be lowered or withdrawn entirely by a rating agency if, in its judgment, circumstances so warrant. Any changes in our credit capacity or credit profile could materially and adversely affect our business, financial condition, results of operations and cash flows.

**Significant variations in the market prices of crude oil and refined products can affect our financial performance.**

Significant variations in the market prices of products held in our inventories could have a negative or positive effect on our financial performance. In addition, a sustained period of low crude oil prices may also result in significant financial constraints on certain producers from which we acquire our crude oil, which could result in long term crude oil supply constraints for our business. Such conditions could also result in an increased risk that our customers and other counterparties may be unable to fully fulfill their obligations in a timely manner, or at all.

A continued period of economic slowdown or recession, or a protracted period of depressed prices for crude oil or refined petroleum products, could have significant and adverse consequences for our financial condition and the financial condition of our customers, suppliers and other counterparties, and could diminish our liquidity, trigger additional impairments and negatively affect our ability to obtain adequate crude oil volumes and to market certain of our products at favorable prices, or at all.

**Our working capital, cash flows and liquidity can be significantly affected by decreases in commodity prices.**

Payment terms for our crude oil purchases are generally longer than the terms we extend to our customers for refined product sales. As a result, the payables for our crude oil purchases are proportionally larger than the receivables for our refined product sales. Due to this net payables position, a decrease in commodity prices generally results in a use of working capital, and given the significant volume of crude oil that we purchase the impact can materially affect our working capital, cash flows and liquidity.

**Increases in interest rates could adversely impact our share price, our ability to issue equity or incur debt for acquisitions or other purposes and our ability to make dividends at our intended levels.**

Our revolving credit facility has a variable interest rate. As a result, future interest rates on our debt could be higher than current levels, causing our financing costs to increase accordingly. In addition, we may in the future refinance outstanding borrowings under our revolving credit facility with fixed-rate indebtedness. Interest rates payable on fixed-rate indebtedness typically are higher than the short-term variable interest rates that we pay on borrowings under our revolving credit facility. We also have other fixed-rate indebtedness that we may need or desire to refinance in the future at or prior to the applicable stated maturity. A rising interest rate environment could have an adverse impact on our share price and our ability to issue equity or incur debt for acquisitions or other purposes and to make dividends at our intended levels.

**We may incur losses and additional costs as a result of our forward-contract activities and derivative transactions.**

We currently use commodity derivative instruments, and we expect to continue their use in the future. If the instruments we use to hedge our exposure to various types of risk are not effective, we may incur losses. Derivative transactions involve the risk that counterparties may be unable to satisfy their obligations to us. The risk of counterparty default is heightened in a poor economic environment. In addition, we may be required to incur additional costs in connection with future regulation of derivative instruments to the extent it is applicable to us.

**We do not insure against all potential losses, and, therefore, our business, financial condition, results of operations and cash flows could be adversely affected by unexpected liabilities and increased costs.**

We maintain insurance coverage in amounts we believe to be prudent against many, but not all, potential liabilities arising from operating hazards. Uninsured liabilities arising from operating hazards such as explosions, fires, refinery or pipeline releases, cybersecurity breaches or other incidents involving our assets or operations can reduce the funds available to us for capital and investment spending and could have a material adverse effect on our business, financial condition, results of operations and cash flows. Historically, we also have maintained insurance coverage for physical damage and resulting business interruption to our major facilities, with significant self-insured retentions. In the future, we may not be able to maintain insurance of the types and amounts we desire at reasonable rates.

**We have recorded goodwill and other intangible assets that could become further impaired and result in material non-cash charges to our results of operations.**

We accounted for certain acquisitions using the acquisition method of accounting, which requires that the assets and liabilities of the acquired business be recorded to our balance sheet at their respective fair values as of the acquisition date. Any excess of the purchase consideration over the fair value of the acquired net assets is recognized as goodwill.



As of December 31, 2023, our balance sheet reflected \$8.2 billion and \$1.8 billion of goodwill and other intangible assets, respectively. We have in the past recorded significant impairments of our goodwill. To the extent the value of goodwill or intangible assets becomes further impaired, we may be required to incur additional material non-cash charges relating to such impairment. Our operating results may be significantly impacted from both the impairment and the underlying trends in the business that triggered the impairment.

**Large capital projects can be subject to delays, take years to complete, and market conditions could deteriorate significantly between the project approval date and the project startup date, negatively impacting project returns.**

We have several large capital projects underway, including efficiency and modernization improvements at our Los Angeles Refinery and a Distillate Hydrotreater project at our Galveston Bay Refinery. Delays in completing capital projects or making required changes or upgrades to our facilities could subject us to fines or penalties as well as affect our ability to supply certain products we produce. Such delays or cost increases may arise as a result of unpredictable factors, many of which are beyond our control, including:

- denials of, delays in receiving, or revocations of requisite regulatory approvals or permits;
- unplanned increases in the cost of construction materials or labor, whether due to inflation or other factors;
- disruptions in transportation of components or construction materials;
- adverse weather conditions, natural disasters or other events (such as equipment malfunctions, explosions, fires or spills) affecting our facilities, or those of vendors or suppliers;
- shortages of sufficiently skilled labor, or labor disagreements resulting in unplanned work stoppages;
- market-related increases in a project's debt or equity financing costs;
- global supply chain disruptions;
- nonperformance by, or disputes with, vendors, suppliers, contractors or subcontractors; and
- delays due to citizen, state or local political or activist pressure.

Moreover, our revenues may not increase immediately upon the expenditure of funds on a particular project. For instance, if we build a new pipeline, the construction will occur over an extended period of time and we may not receive any material increases in revenues until after completion of the project, if at all.

Any one or more of these factors could have a significant impact on our ongoing capital projects. If we were unable to make up the delays associated with such factors or to recover the related costs, or if market conditions change, it could materially and adversely affect our capital project returns and our business, financial condition, results of operations and cash flows.

## Legal and Regulatory Risks

**We expect to continue to incur substantial capital expenditures and operating costs to meet the requirements of evolving environmental or other laws or regulations. Future environmental laws and regulations may impact our current business plans and reduce demand for our products and services.**

Our business is subject to numerous environmental laws and regulations. These laws and regulations continue to increase in both number and complexity and affect our business. Laws and regulations expected to become more stringent relate to the following:

- the emission or discharge of materials into the environment;
- solid and hazardous waste management;
- the regulatory classification of materials currently or formerly used in our business;
- pollution prevention;
- climate change and GHG emissions;
- characteristics and composition of transportation fuels, including the quantity of renewable fuels that must be blended into transportation fuels;
- public and employee safety and health;
- permitting;
- inherently safer technology; and
- facility security.

The specific impact of laws and regulations on us and our competitors may vary depending on a number of factors, including the age and location of operating facilities, marketing areas, crude oil and feedstock sources, production processes and subsequent judicial interpretation of such laws and regulations. We have incurred and will continue to incur substantial capital, operating and maintenance, and remediation expenditures to modify operations, install pollution control equipment, perform site cleanups or curtail operations. We have incurred and may in the future incur liability for personal injury, property damage, natural resource damage or clean-up costs due to alleged contamination and/or exposure to chemicals such as benzene and MTBE. There is also

increased regulatory interest in PFAS, which we expect will lead to increased monitoring and remediation obligations and potential liability related thereto. Such expenditures could materially and adversely affect our business, financial condition, results of operations and cash flows.

**The tax treatment of publicly traded partnerships or an investment in MPLX units could be subject to potential legislative, judicial or administrative changes and differing interpretations, possibly on a retroactive basis.**

The present U.S. federal income tax treatment of publicly traded partnerships, including MPLX, or an investment in MPLX common units may be modified by administrative, legislative or judicial interpretation at any time. From time to time, the President and members of the U.S. Congress propose and consider substantive changes to the existing U.S. federal income tax laws that would affect publicly traded partnerships, including proposals that would eliminate MPLX's ability to qualify for partnership tax treatment.

We are unable to predict whether any such changes will ultimately be enacted. Any modification to the U.S. federal income tax laws and interpretations thereof may or may not be applied retroactively and could make it more difficult or impossible for MPLX to meet the exception for certain publicly traded partnerships to be treated as partnerships for U.S. federal income tax purposes or increase the amount of taxes payable by unitholders in publicly traded partnerships.

**Climate change and GHG emission regulation could affect our operations, energy consumption patterns and regulatory obligations, any of which could adversely impact our results of operations and financial condition.**

Currently, multiple legislative and regulatory measures to address GHG (including carbon dioxide, methane and nitrous oxides) and other emissions are in various phases of consideration, promulgation or implementation. These include actions to develop international, federal, regional or statewide programs, which could require reductions in our GHG or other emissions, establish a carbon tax and decrease the demand for refined products. Requiring reductions in these emissions could result in increased costs to (i) operate and maintain our facilities, (ii) install new emission controls at our facilities and (iii) administer and manage any emissions programs, including acquiring emission credits or allotments.

For example, California and Washington have enacted cap-and-trade programs. Other states are proposing, or have already promulgated, low carbon fuel standards or similar initiatives to reduce emissions from the transportation sector. If we are unable to pass the costs of compliance on to our customers, sufficient credits are unavailable for purchase, we have to pay a significantly higher price for credits, or if we are otherwise unable to meet our compliance obligation, our financial condition and results of operations could be adversely affected.

Certain municipalities have also proposed or enacted restrictions on the installation of natural gas appliances and infrastructure in new residential or commercial construction, which could affect demand for the natural gas that MPLX transports and stores.

Regional and state climate change and air emissions goals and regulatory programs are complex, subject to change and considerable uncertainty due to a number of factors including technological feasibility, legal challenges and potential changes in federal policy. Increasing concerns about climate change and carbon intensity have also resulted in societal concerns and a number of international and national measures to limit GHG emissions. Additional stricter measures and investor pressure can be expected in the future and any of these changes may have a material adverse impact on our business or financial condition.

International climate change-related efforts, such as the 2015 United Nations Conference on Climate Change, which led to the creation of the Paris Agreement, may impact the regulatory framework of states whose policies directly influence our present and future operations. In the United States, an Executive Order issued on January 27, 2021, announced putting the U.S. on a path to achieve net-zero carbon emissions, economy-wide, by 2050. The Executive Order also calls for the federal government to pause oil and gas leasing on federal lands and reduce methane emissions from the oil and gas sector as quickly as possible, and requires federal permitting decisions to consider the effects of GHG emissions and climate change. In December 2023, EPA completed one provision of the order by promulgating a final rule to reduce methane and volatile organic compounds from oil and gas operations. Concurrently, EPA significantly increased the social cost of greenhouse gases. A higher social cost of greenhouse gases could support more stringent GHG emission regulation.

The scope and magnitude of the changes to U.S. climate change strategy under the current and future administrations, however, remain subject to the passage of legislation and interpretation and action of federal and state regulatory bodies; therefore, the impact to our industry and operations due to GHG regulation is unknown at this time.

**Energy companies are subject to increasing environmental and climate-related litigation.**

Governmental and other entities in various U.S. states have filed lawsuits against various energy companies, including us, alleging damages as a result of climate change, false statements about climate change, and violations of various consumer protection statutes. The plaintiffs are seeking unspecified damages and abatement under various tort theories. Governments and private parties may continue to file lawsuits or initiate regulatory action based on allegations that certain public statements regarding climate change and other ESG related matters and practices by companies are false and misleading "greenwashing" that violate deceptive trade practices and consumer protection statutes, presenting a high degree of uncertainty regarding the extent to which energy companies face an increased risk of liability stemming from climate change or ESG disclosures and practices.

Attorneys general and other government officials may continue to pursue litigation in which they seek to recover civil damages against us on behalf of a state or its citizens for a variety of claims, including violation of consumer protection and product pricing laws or natural resources damages. Additionally, private plaintiffs and government parties have undertaken efforts to shut down energy assets by challenging operating permits, the validity of easements or the compliance with easement conditions. For example, the Dakota Access Pipeline, in which MPLX has a minority interest, has been subject to, and may in the future be subject to, litigation seeking a permanent shutdown of the pipeline. There remains a high degree of uncertainty regarding the ultimate outcome of these types of proceedings, as well as their potential effect on our business, financial condition, results of operation and cash flows.

**We are subject to risks associated with societal and political pressures and other forms of opposition to the development, transportation and use of carbon-based fuels. Such risks could adversely impact our business and our ability to continue to operate or realize certain growth strategies.**

We operate and develop our business with the expectation that regulations and societal sentiment will continue to enable the development, transportation and use of carbon-based fuels. However, policy decisions relating to the production, refining, transportation, storage and marketing of carbon-based fuels are subject to political pressures and the influence of public sentiment on GHG emissions, climate change, and climate adaptation. Additionally, societal sentiment regarding carbon-based fuels may adversely impact our reputation and ability to attract and retain employees.

The approval process for storage and transportation projects has become increasingly challenging, due in part to state and local concerns related to pipelines, negative public perception regarding the oil and gas industry, and concerns regarding GHG emissions downstream of pipeline operations. Our expansion or construction projects may not be completed on schedule (or at all), or at the budgeted cost. We also may be required to incur additional costs and expenses in connection with the design and installation of our facilities due to their location and the surrounding terrain. We may be required to install additional facilities, incur additional capital and operating expenditures, or experience interruptions in or impairments of our operations to the extent that the facilities are not designed or installed correctly.

**Increasing attention to environmental, social and governance matters may impact our business and financial results.**

In recent years, increasing attention has been given to corporate activities related to ESG matters in public discourse and the investment community, including climate change, energy transition matters, and diversity, equity and inclusion. A number of advocacy groups, both domestically and internationally, have campaigned for governmental and private action to promote ESG-related change at public companies, including, but not limited to, through the investment and voting practices of investment advisers, pension funds, universities and other members of the investing community. These activities include increasing attention and demands for action related to climate change and energy transition matters, such as promoting the use of substitutes to fossil fuel products and encouraging the divestment of fossil fuel equities, as well as pressuring lenders and other financial services companies to limit or curtail activities with fossil fuel companies. If this were to continue, it could have a material adverse effect on our access to capital. Members of the investment community have begun to screen companies such as ours for sustainability performance, including practices related to GHG emission reduction and energy transition strategies. If we are unable to find economically viable, as well as publicly acceptable, solutions that reduce our GHG emissions, reduce GHG intensity for new and existing projects, increase our non-fossil fuel product portfolio, and/or address other ESG-related stakeholder concerns, our business and results of operations could be materially and adversely affected. Further, our reputation could be damaged as a result of our support of, association with or lack of support or disapproval of certain social causes, as well as any decisions we make to continue to conduct, or change, certain of our activities in response to such considerations.

**Our goals, targets and disclosures related to ESG matters expose us to numerous risks, including risks to our reputation and stock price.**

Companies across all industries are facing increasing scrutiny from stakeholders related to ESG matters, including practices and disclosures regarding climate-related initiatives. In 2022, MPC established a target to reduce GHG emissions and MPLX established a target to reduce methane emissions intensity. These targets reflect our current plans and aspirations and are not guarantees that we will be able to achieve them. We assess progress with these targets on an annual basis. We may modify, discontinue, update or expand targets or adopt new metrics as new information, opportunities, and technologies become available. Further, there are conflicting expectations and priorities from regulatory authorities, investors, voluntary reporting frame works, and other stakeholders surrounding accounting and disclosure of ESG matters and climate related initiatives. Our efforts to accomplish and accurately report on these goals and objectives, which may be, in part, dependent on the actions of suppliers and other third parties, present numerous operational, regulatory, reputational, financial, legal, and other risks, any of which could have a material negative impact, including on our reputation and stock price.

Efforts to achieve goals and targets, such as the foregoing and future internal climate-related initiatives, may increase costs, require purchase of carbon credits, or limit or impact our business plans and financial results, potentially resulting in the reduction to the economic end-of-life of certain assets and an impairment of the associated net book value, among other material adverse impacts. Additionally, as the nature, scope and complexity of ESG reporting, calculation methodologies, voluntary reporting standards and disclosure requirements expand, including the SEC's proposed disclosure requirements regarding, among other matters, GHG emissions, we may have to undertake additional costs to control, assess and report on ESG metrics. Our failure or perceived failure to pursue or fulfill such goals and targets or to satisfy various reporting standards within the timelines we announce, or at all, could have a negative impact on investor sentiment, ratings outcomes for evaluating our approach to ESG

matters, stock price, and cost of capital and expose us to government enforcement actions and private litigation, among other material adverse impacts.

**Regulatory and other requirements concerning the transportation of crude oil and other commodities by rail may cause increases in transportation costs or limit the amount of crude oil that we can transport by rail.**

We rely on a variety of systems to transport crude oil, including rail. Rail transportation is regulated by federal, state and local authorities. New regulations or changes in existing regulations could result in increased compliance expenditures. For example, in 2015, the U.S. Department of Transportation issued new standards and regulations applicable to crude-by-rail transportation (Enhanced Tank Car Standards and Operational Controls for High-Hazard Flammable Trains). These or other regulations that require the reduction of volatile or flammable constituents in crude oil that is transported by rail, change the design or standards for rail cars used to transport the crude oil we purchase, change the routing or scheduling of trains carrying crude oil, or require any other changes that detrimentally affect the economics of delivering North American crude oil by rail could increase the time required to move crude oil from production areas to our refineries, increase the cost of rail transportation and decrease the efficiency of shipments of crude oil by rail within our operations. Any of these outcomes could have a material adverse effect on our business and results of operations.

**If California or other jurisdictions (i) establish a maximum refining margin and impose a financial penalty for profits above such maximum refining margin or (ii) impose restrictions on turnaround and maintenance activities, our financial results and profitability could be adversely affected.**

In June 2023, the provisions of California's Senate Bill No. 2 (such statute, together with any regulations contemplated or issued thereunder, "SBx 1-2") became effective, which, among other things, (i) authorized the establishment of a maximum gross gasoline refining margin and the imposition of a financial penalty for profits above a maximum gross gasoline refining margin, (ii) significantly expanded the reporting obligations (e.g., daily, weekly, monthly, and annually reporting of detailed operational and financial data on all aspects of our operations in California) to the California Energy Commission ("CEC") for all participants in the petroleum industry supply chain in California, (iii) created the Division of Petroleum Market Oversight within the CEC to analyze the data provided under SBx 1-2, and (iv) authorized the CEC to regulate the timing and other aspects of refinery turnaround and maintenance activities in certain instances. The operational data reporting includes our plans for turnaround and maintenance activities at our Los Angeles refinery and Martinez renewable fuels facility and our plans to address potential impacts on feedstock and product inventories in California resulting from such turnaround and maintenance activities.

In late 2023, the CEC adopted (i) an order requiring an informational proceeding on a maximum gross gasoline refining margin and penalty under SBx 1-2, and (ii) an order initiating rulemaking activity under SBx 1-2 that will be focused on refinery maintenance and turnarounds.

To the extent that the CEC establishes a maximum gross gasoline refining margin and imposes a financial penalty for profits above such maximum gross gasoline refining margin, our financial results and profitability could be adversely affected. Our results of operations, financial performance and safety and maintenance efforts could also be adversely impacted to the extent that restrictions on turnaround and maintenance activities are imposed by the CEC. We cannot reasonably predict the impact that full implementation of SBx 1-2 will have on our California operations or our company nor can we predict the impact from similarly focused legislation or actions in other jurisdictions in which we operate our refineries. The recently adopted legislation in California, and the future enactment of similar legislation in any of the other jurisdictions, could adversely impact our business, financial condition, results of operations and cash flows.

**Increased regulation of hydraulic fracturing and other oil and gas production activities could result in reductions or delays in U.S. production of crude oil and natural gas, which could adversely affect our results of operations and financial condition.**

While we do not conduct hydraulic fracturing operations, we do provide gathering, processing and fractionation services with respect to natural gas and natural gas liquids produced by our customers as a result of such operations. Our refineries are also supplied in part with crude oil produced from unconventional oil shale reservoirs. A range of federal, state and local laws and regulations currently govern or, in some cases, prohibit, hydraulic fracturing in some jurisdictions. Stricter laws, regulations and permitting processes may be enacted in the future. If federal, state and local legislation and regulatory initiatives relating to hydraulic fracturing or other oil and gas production activities are enacted or expanded, such efforts could impede oil and gas production, increase producers' cost of compliance, and result in reduced volumes available for our midstream assets to gather, process and fractionate.

**Historic or current operations could subject us to significant legal liability or restrict our ability to operate.**

We currently are defending litigation and anticipate we will be required to defend new litigation in the future. Our operations, including those of MPLX, and those of our predecessors could expose us to litigation and civil claims by private plaintiffs for alleged damages related to contamination of the environment or personal injuries caused by releases of hazardous substances from our facilities, products liability, consumer credit or privacy laws, product pricing or antitrust laws or any other laws or regulations that apply to our operations. While an adverse outcome in most litigation matters would not be expected to be material to us, in class-action litigation, large classes of plaintiffs may allege damages relating to extended periods of time or other alleged facts and circumstances that could increase the amount of potential damages. Attorneys general and other government officials have in the past and may in the future pursue litigation in which they seek to recover civil damages from

companies on behalf of a state or its citizens for a variety of claims, including violation of consumer protection and product pricing laws or natural resources damages. If we are not able to successfully defend such litigation, it may result in liability to our company that could materially and adversely affect our business, financial condition, results of operations and cash flows. In addition to substantial liability, plaintiffs in litigation may also seek injunctive relief which, if imposed, could have a material adverse effect on our future business, financial condition, results of operations and cash flows.

**A portion of our workforce is unionized, and we may face labor disruptions that could materially and adversely affect our business, financial condition, results of operations and cash flows.**

Approximately 3,800 of our employees are covered by collective bargaining agreements with expiration dates ranging from 2024 to 2027. These agreements may be renewed at an increased cost to us. In addition, we have experienced in the past, and may experience in the future, work stoppages as a result of labor disagreements. Any prolonged work stoppages disrupting operations could have a material adverse effect on our business, financial condition, results of operations and cash flows. In 2024, there are two collective bargaining agreements, one expired on January 31 and the other will expire on April 7. These two agreements cover approximately 500 employees in refining. The parties to the expired agreement continue operating under the relevant terms of the expired agreement while negotiating a successor agreement. In the event of a work stoppage impacting operations, we have a contingency plan in place to continue operations.

In addition, some states in which we operate require refinery owners to pay prevailing wages to contract craft workers and restrict refiners' ability to hire qualified employees to a limited pool of applicants. Legislation or changes in regulations could result in labor shortages, higher labor costs, and an increased risk that contract workers become joint employees, which could trigger bargaining issues, and wage and benefit consequences, especially during critical maintenance and construction periods.

**One of our subsidiaries acts as the general partner of a master limited partnership, which may expose us to certain legal liabilities.**

One of our subsidiaries acts as the general partner of MPLX, a master limited partnership. Our control of the general partner of MPLX may increase the possibility of claims of breach of fiduciary duties, including claims of conflicts of interest. Any liability resulting from such claims could have a material adverse effect on our future business, financial condition, results of operations and cash flows.

**If foreign investment in us or MPLX exceeds certain levels, we could be prohibited from operating vessels engaged in U.S. coastwise trade, which could adversely affect our business, financial condition, results of operations and cash flows.**

The Shipping Act of 1916 and Merchant Marine Act of 1920 (together, the "Maritime Laws"), generally require that vessels engaged in U.S. coastwise trade be owned by U.S. citizens. Among other requirements to establish citizenship, entities that own such vessels must be owned at least 75 percent by U.S. citizens. If we fail to maintain compliance with the Maritime Laws, we would be prohibited from operating vessels in the U.S. inland waters or otherwise in U.S. coastwise trade. Such a prohibition could materially and adversely affect our business, financial condition, results of operations and cash flows.

**Our operations could be disrupted if we are unable to maintain or obtain real property rights required for our business.**

We do not own all of the land on which certain of our assets are located, particularly our midstream assets, but rather obtain the rights to construct and operate such assets on land owned by third parties and governmental agencies for a specific period of time. Therefore, we are subject to the possibility of more burdensome terms and increased costs to retain necessary land use if our leases, rights-of-way or other property rights lapse, terminate or are reduced or it is determined that we do not have valid leases, rights-of-way or other property rights. For example, a portion of the Tesoro High Plains pipeline in North Dakota remains shut down following delays in renewing a right-of-way necessary for the operation of a section of the pipeline. Any loss of or reduction in our real property rights, including loss or reduction due to legal, governmental or other actions or difficulty renewing leases, right-of-way agreements or permits on satisfactory terms or at all, could have a material adverse effect on our business, financial condition, results of operations and cash flows.

**Certain of our facilities are located on Native American tribal lands and are subject to various federal and tribal approvals and regulations, which can increase our costs and delay or prevent our efforts to conduct operations.**

Various federal agencies within the U.S. Department of the Interior, particularly the Bureau of Indian Affairs, along with each Native American tribe, regulate natural gas and oil operations on Native American tribal lands. In addition, each Native American tribe is a sovereign nation having the right to enforce laws and regulations and to grant approvals independent from federal, state and local statutes and regulations. These tribal laws and regulations include various taxes, fees, requirements to employ Native American tribal members and other conditions that apply to operators and contractors conducting operations on Native American tribal lands. Persons conducting operations on tribal lands are generally subject to the Native American tribal court system. In addition, if our relationships with any of the relevant Native American tribes were to deteriorate, we could face significant risks to our ability to continue operations on Native American tribal lands. One or more of these factors has in the past and may in the future increase our cost of doing business on Native American tribal lands and impact the viability of, or prevent or delay our ability to conduct operations on such lands. For example, we are subject to ongoing litigation regarding trespass claims relating to a portion of the Tesoro High Plains pipeline in North Dakota.

**The Court of Chancery of the State of Delaware will be, to the extent permitted by law, the sole and exclusive forum for most disputes between us and our shareholders.**

Our Restated Certificate of Incorporation provides that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery does not have subject matter jurisdiction, the federal district court for the District of Delaware) will be the sole and exclusive forum for:

- any derivative action or proceeding brought on behalf of MPC;
- any action asserting a claim of breach of a fiduciary duty owed by any director or officer of MPC to MPC or its stockholders;
- any action asserting a claim against MPC arising pursuant to any provision of the General Corporation Law of the State of Delaware, MPC's Restated Certificate of Incorporation, any Preferred Stock Designation or the Bylaws of MPC; or
- any other action asserting a claim against MPC or any Director or officer of MPC that is governed by or subject to the internal affairs doctrine for choice of law purposes.

The exclusive forum provision does not apply to suits brought to enforce any liability or duty created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Our Restated Certificate of Incorporation also provides that, unless we consent in writing to the selection of an alternative forum, the U.S. federal district courts shall be, to the fullest extent permitted by law, the exclusive forum any action asserting a claim under the Securities Act.

The forum selection provision may restrict a stockholder's ability to bring a claim against us or directors or officers of MPC in a forum that it finds favorable, which may discourage stockholders from bringing such claims at all. Alternatively, if a court were to find the forum selection provision contained in our Restated Certificate of Incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in another forum, which could materially adversely affect our business, financial condition and results of operations.

**Provisions in our corporate governance documents could operate to delay or prevent a change in control of our company, dilute the voting power or reduce the value of our capital stock or affect its liquidity.**

The existence of some provisions within our restated certificate of incorporation and amended and restated bylaws could discourage, delay or prevent a change in control of us that a stockholder may consider favorable. These include provisions:

- providing that our board of directors fixes the number of members of the board;
- providing for the division of our board of directors into three classes with staggered terms;
- providing that only our board of directors may fill board vacancies;
- limiting who may call special meetings of stockholders;
- prohibiting stockholder action by written consent, thereby requiring stockholder action to be taken at a meeting of the stockholders;
- establishing advance notice requirements for nominations of candidates for election to our board of directors or for proposing matters that can be acted on by stockholders at stockholder meetings;
- establishing supermajority vote requirements for certain amendments to our restated certificate of incorporation;
- providing that our directors may only be removed for cause;
- authorizing a large number of shares of common stock that are not yet issued, which would allow our board of directors to issue shares to persons friendly to current management, thereby protecting the continuity of our management, or which could be used to dilute the stock ownership of persons seeking to obtain control of us; and
- authorizing the issuance of "blank check" preferred stock, which could be issued by our board of directors to increase the number of outstanding shares and thwart a takeover attempt.

Our restated certificate of incorporation also authorizes us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designation, powers, preferences and relative, participating, optional and other special rights, including preferences over our common stock respecting dividends and distributions, as our board of directors generally may determine. The terms of one or more classes or series of preferred stock could dilute the voting power or reduce the value of our common stock. For example, we could grant holders of preferred stock the right to elect some number of our board of directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or liquidation preferences we could assign to holders of preferred stock could affect the residual value of our common stock.

Finally, to facilitate compliance with the Maritime Laws, our restated certificate of incorporation limits the aggregate percentage ownership by non-U.S. citizens of our common stock or any other class of our capital stock to 23 percent of the outstanding shares. We may prohibit transfers that would cause ownership of our common stock or any other class of our capital stock by non-U.S. citizens to exceed 23 percent. Our restated certificate of incorporation also authorizes us to effect any and all measures necessary or desirable to monitor and limit foreign ownership of our common stock or any other class of our capital stock. These limitations could have an adverse impact on the liquidity of the market for our common stock if holders are unable to transfer

shares to non-U.S. citizens due to the limitations on ownership by non-U.S. citizens. Any such limitation on the liquidity of the market for our common stock could adversely impact the market price of our common stock.

## **General Risk Factors**

**Significant stockholders may attempt to effect changes at our company or acquire control over our company, which could impact the pursuit of business strategies and adversely affect our results of operations and financial condition.**

Our stockholders may from time to time engage in proxy solicitations, advance stockholder proposals or otherwise attempt to effect changes or acquire control over our company. Campaigns by stockholders to effect changes at publicly traded companies are sometimes led by investors seeking to increase short-term stockholder value through actions such as financial restructuring, increased debt, special dividends, stock repurchases or sales of assets or the entire company. Responding to proxy contests and other actions by activist stockholders can be costly and time-consuming and could divert the attention of our board of directors and senior management from the management of our operations and the pursuit of our business strategies. As a result, stockholder campaigns could adversely affect our results of operations and financial condition.

**Future acquisitions will involve the integration of new assets or businesses and may present substantial risks that could adversely affect our business, financial conditions, results of operations and cash flows.**

Future transactions involving the addition of new assets or businesses will present risks, which may include, among others:

- inaccurate assumptions about future synergies, revenues, capital expenditures and operating costs;
- an inability to successfully integrate, or a delay in the successful integration of, assets or businesses we acquire;
- a decrease in our liquidity resulting from using a portion of our available cash or borrowing capacity under our revolving credit agreement to finance transactions;
- a significant increase in our interest expense or financial leverage if we incur additional debt to finance transactions;
- the assumption of unknown environmental and other liabilities, losses or costs for which we are not indemnified or for which our indemnity is inadequate;
- the diversion of management's attention from other business concerns;
- the loss of customers or key employees from the acquired business; and
- the incurrence of other significant charges, such as impairment of goodwill or other intangible assets, asset devaluation or restructuring charges.

**Compliance with and changes in tax laws could materially and adversely impact our financial condition, results of operations and cash flows.**

We are subject to extensive tax liabilities, including federal, state and local income taxes in the United States and in foreign jurisdictions, and, transactional, payroll, franchise, withholding and property taxes. New tax laws and regulations and changes in, interpretations of, and guidance regarding tax laws and regulations, including impacts of the Tax Cuts and Jobs Act of 2017, the Coronavirus Aid, Relief, Economic Security Act of 2020, and the Inflation Reduction Act of 2022, could result in increased expenditures by us for tax liabilities in the future and could materially and adversely impact our financial condition, results of operations and cash flows.

In addition, we are subject to the examination of our returns by taxing authorities. We regularly assess the likelihood of adverse outcomes resulting from such examinations to determine the adequacy of our provision for income taxes. Although we believe we have made appropriate provisions for taxes in the jurisdictions in which we operate, changes in the tax laws or challenges from tax authorities under existing tax laws could adversely affect our business, financial condition and results of operations and could subject us to interest and penalties.

## **Item 1B. Unresolved Staff Comments**

None

## **Item 1C. Cybersecurity**

### **Risk Management and Strategy**

We have processes in place designed to protect our information systems, data, assets, infrastructure and computing environments from cybersecurity threats and risks while maintaining confidentiality, integrity and availability. These enterprise-wide processes are based upon policies, practices and standards that guide us on identifying, assessing and managing material cybersecurity risks and include, but are not limited to:

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- placing security limits on physical and network access to our information technology ("IT") and operating technology ("OT") systems;
- employing internal IT and OT controls designed to detect cybersecurity threats by collecting and analyzing data in our centralized cybersecurity operations center;
- utilizing layers of defensive methodologies designed to facilitate cyber resilience, minimize attack surfaces and provide flexibility and scalability in our ability to address cybersecurity risks and threats;
- providing cybersecurity threat and awareness training to employees and contractors;
- limiting remote network access to our IT and OT network environments; and
- assessing our cybersecurity resiliency through various methods, including penetration testing, tabletop exercises with varying scenarios and participants ranging from individuals on our operations teams to executive leadership, and analyzing our corporate cybersecurity incident response plan.

We apply an enterprise risk management ("ERM") methodology as established and led by our executive leadership team to identify, assess and manage enterprise-level risks. Our cybersecurity risk program directly integrates and is intended to align with our governing ERM program.

We engage with external resources to contribute to and provide independent evaluation of our cybersecurity practices, including a periodical assessment of our cybersecurity program performed by a third party. Our cybersecurity leadership and operational teams monitor cybersecurity threat intelligence and applicable cybersecurity regulatory requirements in a variety of ways, including by communicating with federal agencies, trade associations, service providers, and other miscellaneous third-party resources. Our management team through consultation with our Senior Vice President and Chief Digital Officer ("CDO"), Vice President and Chief Information Security Officer ("CISO") and the Audit Committee of our Board use the information gathered from these sources to inform long-term cybersecurity investments and strategies which seek to identify, protect, detect, respond and recover from cybersecurity incidents.

We manage third-party service provider cybersecurity risks through contract management, evaluation of applicable security control assessments, and third party risk assessment processes.

As of February 28, 2024, we do not believe that any past cybersecurity incidents have had, or are reasonably likely to have, a material adverse effect on the company, including our business, operations or financial condition. However, there can be no assurance that our cybersecurity processes will prevent or mitigate cybersecurity incidents or threats and that efforts will always be successful. It is possible that these events may occur and could have a material adverse effect on our business, operations or financial condition. See "Business and Operational Risks--We are increasingly dependent on the performance of our information technology systems and those of our third-party business partners and service providers" in Item 1A. Risk Factors of this Annual Report on Form 10-K.

### **Governance**

Our full Board of Directors oversees enterprise-level risks and has delegated to the Audit Committee of our Board oversight of risks from cybersecurity threats as informed through the ERM program. Our CDO and CISO are standing members of the ERM committee, comprised of members of senior management, and as part of the committee, report on and evaluate cybersecurity threats and risk management efforts, as communicated to them by way of their direct reports and the larger cybersecurity team. The CDO and CISO provides regular cybersecurity briefings to the Board of Directors and the Audit Committee as needed, with a minimum of two briefings per year. The Audit Committee further reviews and provides input on our cybersecurity and information security strategy.

Our CISO is responsible for the cybersecurity program which is comprised of Cybersecurity GRC (Governance, Risk & Compliance), Cybersecurity Architecture, Operations & Engineering, and a Cyber Fusion Center that includes Threat Intelligence, Vulnerability Management, & Incident Response. Our CISO has 30 years of experience in the oil and gas industry and has held various leadership and strategic roles across IT, software R&D and marketing.

Our CISO works at the direction of the CDO, who has more than 20 years of executive IT leadership experience and leads the company's Digital and Information Technology functions that seek to provide innovative, secure, and reliable technology products and services to MPC and its customers.



## Item 2. Properties

We believe that our properties and facilities are adequate for our operations and that our facilities are adequately maintained. See the following sections for details of our assets by segment.

### REFINING & MARKETING

The table below sets forth the location and crude oil refining capacity for each of our refineries as of December 31, 2023. Refining throughput can exceed crude oil refining capacity due to the processing of other charge and blendstocks in addition to crude oil and the timing of planned turnaround and major maintenance activity.

Refinery	Crude Oil Refining Capacity (mbpcd)
<b>Gulf Coast Region</b>	
Galveston Bay, Texas City, Texas	631
Garyville, Louisiana	597
Subtotal Gulf Coast region	1,228
<b>Mid-Continent Region</b>	
Catlettsburg, Kentucky	300
Robinson, Illinois	253
Detroit, Michigan	140
El Paso, Texas	133
St. Paul Park, Minnesota	105
Canton, Ohio	100
Mandan, North Dakota	71
Salt Lake City, Utah	68
Subtotal Mid-Continent region	1,170
<b>West Coast Region</b>	
Los Angeles, California	365
Anacortes, Washington	119
Kenai, Alaska	68
Subtotal West Coast region	552
<b>Total</b>	<b>2,950</b>

The Dickinson, North Dakota, renewable fuels facility has the capacity to produce 184 million gallons per year of renewable diesel from corn oil, soybean oil, fats and greases. The design capacity of the Martinez facility, a renewable diesel facility, is up to 730 million gallons per year. The Dickinson facility is included within the Mid-Continent region and the Martinez facility is included within the West Coast region.

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The following table sets forth the approximate number of locations where jobbers maintain branded outlets, marketing fuels under the Marathon, ARCO, Shell, Mobil, Tesoro and other brands, as of December 31, 2023.

Location	Number of Branded Outlets
Alabama	400
Alaska	48
Arizona	78
California	111
Colorado	12
District of Columbia	2
Florida	622
Georgia	414
Idaho	106
Illinois	165
Indiana	654
Iowa	4
Kentucky	492
Louisiana	62
Maryland	61
Massachusetts	1
Mexico	269
Michigan	720
Minnesota	297
Mississippi	133
Missouri	4
Nevada	18
New Jersey	4
New Mexico	40
New York	74
North Carolina	220
North Dakota	120
Ohio	841
Oregon	43
Pennsylvania	83
Rhode Island	3
South Carolina	104
South Dakota	32
Tennessee	385
Texas	12
Utah	109
Virginia	199
Washington	106
West Virginia	113
Wisconsin	52
Wyoming	4
Total	7,217

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The Refining & Marketing segment sells transportation fuels through long-term fuel supply contracts to direct dealer locations, primarily under the ARCO brand. The following table sets forth the number of direct dealer locations by state as of December 31, 2023.

Location	Number of Locations
Arizona	68
California	952
Nevada	93
New Mexico	1
Total	1,114

The following table sets forth details about our Refining & Marketing owned and operated terminals as of December 31, 2023. See the Midstream - MPLX section for information with respect to MPLX owned and operated terminals.

Owned and Operated Terminals	Number of Terminals	Tank Storage Capacity (thousand barrels)
<b>Light Products Terminals:</b>		
Alaska	1	231
New York	1	334
Subtotal light products terminals	2	565
<b>Asphalt Terminals:</b>		
Florida	1	263
Indiana	1	121
Kentucky	4	549
Louisiana	1	54
Michigan	1	12
New York	1	417
Ohio	4	2,207
Pennsylvania	1	451
Tennessee	2	480
Subtotal asphalt terminals	16	4,554
Total owned and operated terminals	18	5,119

## MIDSTREAM - MPLX

The following table sets forth certain information relating to MPLX's crude oil and refined products pipeline systems and storage assets as of December 31, 2023.

Pipeline System or Storage Asset	Diameter (inches)	Length (miles)	Capacity
Total crude oil pipeline systems <sup>(a)(b)</sup>	2" - 42"	5,159	Various
Total refined products pipeline systems <sup>(a)(b)(c)</sup>	4" - 36"	3,788	Various
Barge Docks (mbpd)			4,859
Storage assets: (mbbls)			
Refining Logistics <sup>(d)</sup>			92,719
Tank Farms			33,452
Caverns			3,632

<sup>(a)</sup> Includes approximately 16 miles of crude oil pipeline and 2 miles of refined product pipeline leased from third parties.

<sup>(b)</sup> Includes approximately 1,192 miles of inactive crude oil pipeline and 201 miles of inactive refined product pipeline.

<sup>(c)</sup> Includes approximately 87 miles and 17 miles of refined product pipelines in which MPLX has partial ownership of 65% and 50%, respectively.

<sup>(d)</sup> Refining logistics assets primarily include tankage. MPC formed the Martinez Renewables joint venture and began producing renewable diesel at the Martinez facility in 2023. MPLX owns refining logistics assets with 5,977 mbbls of storage capacity associated with the facility and has entered into terminalling and storage service agreements with the joint venture and its partners to provide logistics services for the facility.

The following table sets forth information regarding the pipeline systems which MPLX has an interest in through ownership of its equity method investments as of December 31, 2023.

	Diameter (inches)	Length (miles)	Ownership Percentage
Crude Oil Systems:			
MarEn Bakken Company LLC <sup>(a)</sup>	30"	1,916	25 %
Minnesota Pipe Line Company LLC	16" - 24"	975	17 %
Wink to Webster Holdings LLC <sup>(b)</sup>	24" - 36"	652	50 %
Illinois Extension Pipeline Company LLC	24"	168	35 %
Andeavor Logistics Rio Pipeline LLC	12"	119	67 %
LOCAP LLC	48"	57	59 %
LOOP LLC	48"	48	41 %
Refined Product Systems:			
Explorer Pipeline Company	10" - 28"	1,872	25 %
Natural Gas and NGL Systems:			
Whistler Pipeline LLC <sup>(c)</sup>	36" - 42"	498	38 %
BANGL LLC <sup>(d)</sup>	12" - 24"	109	25 %

<sup>(a)</sup> The investment in MarEn Bakken Company LLC includes MPLX's 9.19 percent indirect interest in a joint venture that owns and operates the Dakota Access Pipeline and Energy Transfer Crude Oil Pipeline projects (collectively referred to as the "Bakken Pipeline system").

<sup>(b)</sup> The investment in W2W Holdings LLC includes MPLX's 15 percent indirect interest in a joint venture that has partial ownership of the Wink to Webster pipeline system.

<sup>(c)</sup> Whistler Pipeline LLC also owns a 50 percent interest in a joint venture owning primarily natural gas storage facilities.

<sup>(d)</sup> BANGL LLC also owns a 42 percent interest in a 323 mile NGL pipeline.

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The following table sets forth details about MPLX owned and operated terminals as of December 31, 2023. Additionally, MPLX has partial ownership interest in one terminal.

Owned and Operated Terminals	Number of Terminals	Tank Storage Capacity (mbbls)
Refined Products Terminals:		
Alabama	2	443
Alaska	3	1,540
California	8	3,484
Florida	3	2,265
Georgia	4	982
Idaho	3	999
Illinois	2	562
Indiana	7	3,770
Kentucky	6	2,587
Louisiana	2	5,469
Michigan	8	2,440
Minnesota	1	13
New Mexico	2	470
North Carolina	3	1,343
North Dakota	1	—
Ohio	12	3,144
Pennsylvania	1	390
South Carolina	1	371
Tennessee	4	1,149
Texas	1	76
Utah	1	21
Washington	4	920
West Virginia	2	1,564
Subtotal light products terminals	81	34,002
Asphalt Terminals		
Arizona	3	556
Minnesota	1	—
Nevada <sup>(a)</sup>	1	283
New Mexico	1	38
Texas	1	197
Subtotal asphalt terminals	7	1,074
Total owned and operated terminals	88	35,076

<sup>(a)</sup> MPLX accounts for this terminal as an equity method investment.

The following table sets forth details about MPLX barges and towboats as of December 31, 2023.

Class of Equipment	Number in Class	Capacity (mbbls)
Inland tank barges	305	8,123
Inland towboats	29	N/A

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The following tables set forth certain information relating to MPLX's consolidated and operated joint venture gas processing facilities, fractionation facilities, natural gas gathering systems, NGL pipelines and natural gas pipelines as of and for the year ended December 31, 2023.

Gas Processing Complexes	Design Throughput Capacity (MMcf/d)	Natural Gas Throughput (MMcf/d) <sup>(a)</sup>	Utilization of Design Capacity <sup>(a)</sup>
Marcellus Operations	6,320	5,773	91 %
Utica Operations	1,325	564	43 %
Southern Appalachia Operations	495	216	44 %
Southwest Operations <sup>(b)</sup>	2,545	1,772	70 %
Bakken Operations <sup>(c)</sup>	185	163	88 %
Rockies Operations	1,177	483	41 %
<b>Total</b>	<b>12,047</b>	<b>8,971</b>	<b>74 %</b>

<sup>(a)</sup> Natural gas throughput is a weighted average for days in operation. The utilization of design capacity has been calculated using the weighted average design throughput capacity.

<sup>(b)</sup> The capacity presented above includes MPLX's proportionate share of Centrahoma Processing LLC's processing capacity of 550 MMcf/d, as MPLX owns a non-operating 40 percent interest in this joint venture. Actual throughput of 159 MMcf/d representing MPLX's share of processed volumes is also included and used to compute the utilization presented above.

<sup>(c)</sup> Includes volumes processed at third-party facilities in the Bakken.

Fractionation & Condensate Stabilization Facilities	Design Throughput Capacity (mbpd)	NGL Throughput (mbpd) <sup>(a)</sup>	Utilization of Design Capacity <sup>(a)</sup>
Marcellus Operations	413	323	78 %
Utica Operations <sup>(b)</sup>	—	—	— %
Southern Appalachia Operations	24	11	46 %
Bakken Operations	33	20	61 %
Rockies Operations	5	3	60 %
<b>Total</b>	<b>475</b>	<b>357</b>	<b>75 %</b>

<sup>(a)</sup> NGL throughput is a weighted average for days in operation. The utilization of design capacity has been calculated using the weighted average design throughput capacity.

<sup>(b)</sup> MPLX operates a condensate stabilization facility with a capacity of 23 mbpd and 77 thousand barrels of condensate storage that is owned by a joint venture in which it has a 62 percent ownership interest. Actual NGL throughput at this facility was 13 mbpd for the year ended December 31, 2023.

De-ethanization Facilities	Design Throughput Capacity (mbpd)	NGL Throughput (mbpd) <sup>(a)</sup>	Utilization of Design Capacity <sup>(a)</sup>
Marcellus Operations	309	233	75 %
Utica Operations	40	7	18 %
Rockies Operations	5	—	— %
<b>Total</b>	<b>354</b>	<b>240</b>	<b>68 %</b>

<sup>(a)</sup> NGL throughput is a weighted average for days in operation. The utilization of design capacity has been calculated using the weighted average design throughput capacity.

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Natural Gas Gathering Systems	Design Throughput Capacity (MMcf/d)	Natural Gas Throughput (MMcf/d) <sup>(a)</sup>	Utilization of Design Capacity <sup>(a)</sup>
Marcellus Operations	1,622	1,389	88 %
Utica Operations	3,183	2,338	73 %
Southwest Operations	2,980	1,772	59 %
Bakken Operations	239	165	69 %
Rockies Operations <sup>(b)</sup>	1,637	593	36 %
Total	9,661	6,257	65 %

<sup>(a)</sup> Natural gas throughput is a weighted average for days in operation. The utilization of design capacity has been calculated using the weighted average design throughput capacity.

<sup>(b)</sup> Includes 102 MMcf/d of volumes gathered for third parties by MPLX's operated joint venture, Rendezvous Gas Services, L.L.C. ("RGS"). Excludes RGS gathering capacity of 1,032 MMcf/d and volumes gathered by RGS which generally interconnect with MPLX owned Rockies region gathering systems.

The following table sets forth certain information relating to MPLX's NGL pipelines as of December 31, 2023.

NGL Pipelines	Diameter (inches)	Length (miles)
Marcellus Operations	4" - 20"	448
Utica Operations	4" - 20"	178
Southern Appalachia Operations	6" - 8"	140
Southwest Operations	6" - 10"	28
Bakken Operations	6" - 12"	104
Rockies Operations	4" - 10"	36

#### MIDSTREAM - MPC-RETAINED ASSETS AND INVESTMENTS

The following table sets forth certain information relating to our crude oil and refined products pipeline systems not owned by MPLX.

As of December 31, 2023, we had partial ownership interests in the following pipeline companies.

Pipeline Company	Diameter (inches)	Length (miles)	Ownership Interest	Operated by MPL
Crude oil pipeline companies:				
Capline Pipeline Company LLC	40"	644	33 %	Yes
Gray Oak Pipeline, LLC	8" - 30"	845	25 %	No
LOOP <sup>(a)</sup>	48"	48	10 %	No
Total		1,489		
Refined products pipeline companies:				
Ascension Pipeline Company LLC	12"	34	50 %	No
Centennial Pipeline LLC <sup>(b)</sup>	24" - 26"	793	50 %	Yes
Muskegon Pipeline LLC	10" - 12"	170	60 %	Yes
Wolverine Pipe Line Company	6" - 18"	798	6 %	No
Total		1,795		

<sup>(a)</sup> Represents interest retained by MPC and excludes MPLX's 41 percent ownership interest in LOOP. Pipeline mileage is excluded from total as it is included with MPLX assets.

<sup>(b)</sup> All system pipeline miles are inactive.

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The following table sets forth details about our ocean vessels as of December 31, 2023.

Class of Equipment	Number in Class	Capacity (mbbls)
Jones Act product tankers	4	1,320
750 Series ATB vessels <sup>(a)</sup>	3	990

<sup>(a)</sup> Represents ownership through our indirect noncontrolling 50 percent interest in Crowley Blue Water Partners.

### Item 3. Legal Proceedings

We are the subject of, or a party to, a number of pending or threatened legal actions, contingencies and commitments involving a variety of matters, including laws and regulations relating to the environment. While it is possible that an adverse result in one or more of the lawsuits or proceedings in which we are a defendant could be material to us, based upon current information and our experience as a defendant in other matters, we believe that these lawsuits and proceedings, individually or in the aggregate, will not have a material adverse effect on our consolidated results of operations, financial position or cash flows.

Item 103 of Regulation S-K promulgated by the SEC requires disclosure of certain environmental matters when a governmental authority is a party to the proceedings and such proceedings involve potential monetary sanctions, unless we reasonably believe that the matter will result in no monetary sanctions, or in monetary sanctions, exclusive of interest and costs, of less than a specified threshold. We use a threshold of \$1 million for this purpose.

#### Climate Change Litigation

Governmental and other entities in various states have filed climate-related lawsuits against a number of energy companies, including MPC. Although each suit is separate and unique, the lawsuits generally allege defendants made knowing misrepresentations about knowingly concealing, or failing to warn of the impacts of their petroleum products, which led to increased demand and worsened climate change. Plaintiffs are seeking unspecified damages and abatement under various tort theories, as well as breaches of consumer protection and unfair trade statutes. Similar lawsuits may be filed in other jurisdictions. The names of the courts in which the proceedings are pending and the dates instituted are as follows:

Plaintiff	Date Instituted	Name of Court(s) where pending
County of San Mateo, California	July 17, 2017	California Superior Court of San Mateo County
County of Marin, California	July 17, 2017	California Superior Court of Marin County
City of Imperial Beach, California	July 17, 2017	California Superior Court of Contra Costa County
County of Santa Cruz, California	December 20, 2017	California Superior Court of Santa Cruz County
City of Santa Cruz, California	December 20, 2017	California Superior Court of Santa Cruz County
City of Richmond, California	January 22, 2018	California Superior Court of Contra Costa County
State of Rhode Island	July 2, 2018	Superior Court of Providence County
Mayor and City Council of Baltimore, Maryland	July 20, 2018	Circuit Court of Baltimore County
City and County of Honolulu, Hawaii	March 9, 2020	Circuit Court of the First Circuit (State of Hawaii)
City of Charleston, South Carolina	September 9, 2020	Court of Common Pleas of the 9th Circuit; US Court of Appeals for the Fourth Circuit
State of Delaware	September 10, 2020	Superior Court of Hudson County
County of Maui, Hawaii	October 12, 2020	Circuit Court of the Second Circuit (State of Hawaii)
City of Annapolis, Maryland	February 22, 2021	Maryland Circuit Court, Anne Arundel County; US Court of Appeals for the Fourth Circuit
Anne Arundel County, Maryland	April 26, 2021	Maryland Circuit Court, Anne Arundel County; U.S. Court of Appeals for the Fourth Circuit
County of Multnomah, Oregon	June 22, 2023	U.S. District Court of Oregon

#### Dakota Access Pipeline

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



MPLX has entered into a Contingent Equity Contribution Agreement whereby it, along with the other joint venture owners in the Bakken Pipeline system, has agreed to make equity contributions to the joint venture upon certain events occurring to allow the entities that own and operate the Bakken Pipeline system to satisfy their senior note payment obligations. The senior notes were issued to repay amounts owed by the pipeline companies to fund the cost of construction of the Bakken Pipeline system.

If the vacation of the easement results in a temporary shutdown of the pipeline, MPLX would have to contribute its 9.19 percent pro rata share of funds required to pay interest accruing on the notes and any portion of the principal that matures while the pipeline is shutdown. MPLX also expects to contribute its 9.19 percent pro rata share of any costs to remediate any deficiencies to reinstate the easement and/or return the pipeline into operation. If the vacation of the easement results in a permanent shutdown of the pipeline, MPLX would have to contribute its 9.19 percent pro rata share of the cost to redeem the bonds (including the one percent redemption premium required pursuant to the indenture governing the notes) and any accrued and unpaid interest. As of December 31, 2023, our maximum potential undiscounted payments under the Contingent Equity Contribution Agreement were approximately \$170 million.

#### **Tesoro High Plains Pipeline**

In July 2020, Tesoro High Plains Pipeline Company, LLC ("THPP"), a subsidiary of MPLX, received a Notification of Trespass Determination from the Bureau of Indian Affairs ("BIA") relating to a portion of the Tesoro High Plains Pipeline that crosses the Fort Berthold Reservation in North Dakota. The notification demanded the immediate cessation of pipeline operations and assessed trespass damages of approximately \$187 million. After subsequent appeal proceedings and in compliance with a new order issued by the BIA, in December 2020, THPP paid approximately \$4 million in assessed trespass damages and ceased use of the portion of the pipeline that crosses the property at issue. In March 2021, the BIA issued an order purporting to vacate the BIA's prior orders related to THPP's alleged trespass and direct the Regional Director of the BIA to reconsider the issue of THPP's alleged trespass and issue a new order. In April 2021, THPP filed a lawsuit in the District of North Dakota against the United States of America, the U.S. Department of the Interior and the BIA (collectively, the "U.S. Government Parties") challenging the March 2021 order purporting to vacate all previous orders related to THPP's alleged trespass. On February 8, 2022, the U.S. Government Parties filed their answer and counterclaims to THPP's suit claiming THPP is in continued trespass with respect to the pipeline and seek disgorgement of pipeline profits from June 1, 2013 to present, removal of the pipeline and remediation. On November 8, 2023, the Court granted THPP's motion to sever and stay the U.S. Government Parties' counterclaims. The case will proceed on the merits of THPP's challenge to the March 2021 order purporting to vacate all previous orders related to THPP's alleged trespass. THPP continues not to operate the portion of the pipeline that crosses the property at issue.

#### **Martinez Refinery**

On October 20, 2023, Tesoro Refining & Marketing Company LLC, an indirect wholly owned subsidiary of MPC, received an offer to settle 59 Notices of Violation ("NOVs") received from the Bay Area Air Quality Management District. The NOVs were issued for alleged violations of air quality regulations at our Martinez refinery between June 2018 and May 2022. We cannot currently estimate the timing of the resolution of this matter but do not believe any civil penalty will have a material impact on our consolidated results of operations, financial position or cash flows.

#### **Edwardsville Incident**

In March 2022, the State of Illinois brought an action in Madison County Circuit Court in Illinois against Marathon Pipe Line LLC, an indirect wholly owned subsidiary of MPLX, asserting various violations and demanding a permanent injunction and civil penalties in connection with a release of crude oil on the Wood River to Patoka 22" line near Edwardsville, Illinois. In September 2023, the U.S. Department of Justice and EPA confirmed they will be pursuing federal enforcement for alleged Clean Water Act violations arising from this incident as well as three pipeline incidents in Illinois and Indiana in 2018, 2020 and 2021. We cannot currently estimate the amount of any civil penalty or the timing of the resolution of this matter but do not believe any civil penalty will have a material impact on our consolidated results of operations, financial position or cash flows.

#### **Item 4. Mine Safety Disclosures**

Not applicable

## PART II

### Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Our common stock is listed on the NYSE and traded under the symbol "MPC." As of February 23, 2024, there were approximately 24,695 registered holders of our common stock.

#### Issuer Purchases of Equity Securities

The following table sets forth a summary of our purchases during the quarter ended December 31, 2023, of equity securities that are registered by MPC pursuant to Section 12 of the Securities Exchange Act of 1934, as amended:

Period	Total Number of Shares Purchased	Average Price Paid per Share <sup>(a)</sup>	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Millions of Dollars
				Maximum Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs <sup>(b)(c)</sup>
10/01/2023-10/31/2023	7,137,029	\$ 147.26	7,137,029	\$ 8,266
11/01/2023-11/30/2023	5,033,178	149.18	5,033,178	7,515
12/01/2023-12/31/2023	4,991,731	146.42	4,991,731	6,784
Total	17,161,938	147.58	17,161,938	

<sup>(a)</sup> Amounts in this column reflect the weighted average price paid for shares repurchased under our share repurchase authorizations. The weighted average price includes any commissions paid to brokers during the relevant period.

<sup>(b)</sup> On May 2, 2023, we announced that our board of directors had approved a \$5.0 billion share repurchase authorization. On October 25, 2023, we announced that our board of directors had approved an additional \$5.0 billion share repurchase authorization. These share repurchase authorizations have no expiration date.

<sup>(c)</sup> The maximum dollar value remaining has been reduced by the payment of any commissions paid to brokers during the relevant period.

## Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

All statements in this section, other than statements of historical fact, are forward-looking statements that are inherently uncertain. See "Disclosures Regarding Forward-Looking Statements" and Item 1A. Risk Factors for a discussion of the factors that could cause actual results to differ materially from those projected in these statements. The following information concerning our business, results of operations and financial condition should also be read in conjunction with the information included under Item 1. Business, Item 1A. Risk Factors and Item 8. Financial Statements and Supplementary Data.

### EXECUTIVE SUMMARY

#### Business Update

For the year ended December 31, 2023, our results were impacted by market prices and seasonal market fluctuations; however, the demand environment in which our business operates remains strong. Global energy markets continue to experience disruptions resulting from regional conflicts, such as in the Middle East and Ukraine. We are unable to predict the potential effects that the continuance or escalation of these military conflicts, and related sanctions or market disruptions on shipping and energy costs, may have on our financial position and results. It remains uncertain how long these conditions may last or how severe they may become.

In June 2023, the provisions of California legislature adopted SBx 1-2 became effective, which authorizes the CEC to establish a "maximum gross gasoline refining margin" with respect to refining activities in California, as well as establish fees for refiners for exceeding the yet to be issued margin cap. The law further expands on existing reporting requirements for refiners to the CEC. In late 2023, the CEC adopted (i) an order requiring an informational proceeding on a maximum gross gasoline refining margin and penalty under SBx 1-2, and (ii) an order initiating rulemaking activity under SBx 1-2 that will be focused on refinery maintenance and turnarounds. We will evaluate the impact that SBx1-2 and any associated forthcoming CEC regulations may have on our current or anticipated future operations in California and results of operations when SBx 1-2 is fully implemented.

In response to the current business environment, we continue to focus on the following priorities for our business:

#### Strengthen Competitive Position of Assets

We are committed to positioning our assets so that we are a leader in operational, financial, and sustainability performance and are evaluating the strength and fit of assets in our portfolio. Our goal is that each individual asset generates free-cash-flow back to the business and contributes to shareholder returns. With our investments, we are focused on high returning projects that we believe will enhance the competitiveness of our portfolio, including our investments in sustainable fuels and technologies that lower our carbon intensity as the global energy mix evolves.

#### Improve Commercial Performance

We are focused on leveraging advantaged raw material selection, new approaches in the commercial space to be more dynamic amidst changing market conditions and achieving technology improvements to advance our commercial performance. A near-term focus has been securing advantaged renewable feedstocks as we continue to advance our renewable fuels production capabilities. This includes exploring joint venture opportunities and strategic alliances within the renewable fuels value chain.

#### Continued Capital Discipline and Focus on Low-Cost Culture

We are committed to achieving operational excellence by reducing costs, improving efficiency, driving operational improvements and being disciplined in capital allocation. This means lowering our costs in all aspects of our business and challenging ourselves to be disciplined in every dollar we spend across our organization. We look to optimize our portfolio of investment opportunities to ensure efficient deployment of capital focusing on projects with the highest returns.

#### Commitment to Sustainability

Our approach to sustainability spans the environmental, social and governance dimensions of our business. That means strengthening resiliency by lowering the carbon intensity and conserving natural resources; innovating for the future by investing in renewables and emerging technologies; and embedding sustainability in decision-making and in how we engage our people and many stakeholders. Specifically, in 2022, we were the first among U.S. independent refiners to establish a 2030 target to reduce absolute Scope 3 - Category 11 GHG emissions. This goal added to our existing targets for reducing Scope 1 & 2 GHG emissions intensity, for lowering methane emissions intensity and for lowering our freshwater withdrawal intensity. Additionally, MPLX is progressing towards meeting its 2025 and 2030 methane intensity reduction goals, as well as its biodiversity target, by applying sustainable landscapes to its compatible right of ways.

#### Strategic Updates

##### MPLX Acquisition of 40 percent Interest in Gathering and Processing Joint Venture

On December 15, 2023, MPLX used \$303 million of cash on hand to purchase the remaining 40 percent interest in MarkWest Torñado GP, L.L.C. ("Torñado") for approximately \$270 million, including cash paid for working capital, and to extend the term of a gathering and processing agreement for approximately \$33 million. As a result of this transaction, MPLX now owns 100 percent

of Torñado and reflects it as a consolidated subsidiary within our consolidated financial results. It was previously accounted for as an equity method investment. Torñado provides natural gas gathering and processing related services in the Permian basin.

At December 15, 2023, the carrying value of MPLX's 60 percent equity investment in Torñado was \$311 million. Upon acquisition of the remaining 40 percent member interest, MPLX's existing equity investment was remeasured to fair value resulting in the recognition of a \$92 million gain.

#### **Green Bison Soy Processing LLC Facility ("Green Bison Soy Processing")**

In November 2023, Green Bison Soy Processing, a dedicated soybean processing complex, opened in Spiritwood, North Dakota. The facility is North Dakota's first dedicated soybean processing complex, and is a major step towards meeting increased demand for renewable fuels, in this case renewable green diesel. Green Bison Soy Processing will source and process local soybeans, with the resulting oil supplied exclusively to MPC as a feedstock for renewable fuels. The facility will produce approximately 600 million pounds of refined soybean oil annually, enough feedstock for approximately 75 million gallons of renewable green diesel per year. The approximately \$350 million complex, which features state-of-the-art automation technology, is in the commissioning and startup phase of processing soybeans for meal and oil. The facility is a joint venture with ADM owning 75 percent and MPC owning 25 percent.

#### **South Texas Gateway Terminal LLC**

On August 1, 2023, MPC sold its 25 percent interest in South Texas Gateway Terminal LLC ("South Texas Gateway") to an affiliate of Gibson Energy Inc. ("Gibson Energy"). Gibson Energy paid \$1.1 billion in cash to acquire 100 percent of the membership interests of South Texas Gateway from MPC and its other members. South Texas Gateway owns an oil export facility in the U.S. Gulf Coast. MPC's proceeds were \$270 million, resulting in a gain of \$106 million.

#### **LF Bioenergy Acquisition**

On March 8, 2023, MPC announced the acquisition of a 49.9 percent equity interest in LF Bioenergy, an emerging producer of RNG in the U.S., for approximately \$56 million, which included funding for on-going operations and project development. LF Bioenergy has been focused on developing and growing a portfolio of dairy farm-based, low carbon intensity RNG projects. Current projects are under various stages of development, with the first facility reaching full commercial operation in the first half of 2023. LF Bioenergy's management and origination teams continue to expand the portfolio with additional sanctioned projects while progressing their existing pipeline of opportunities toward final investment decisions. As specific project milestones are achieved, MPC is expected to fund its share of capital expenditures to build out the portfolio.

#### **Martinez Renewables Joint Venture**

The Martinez Renewables facility, which has a design capacity of 730 million gallons per year including pretreatment capabilities, began ramping up production of renewable diesel in 2023.

#### **Share Repurchase Authorization**

On October 25, 2023, MPC announced that our board of directors approved an additional \$5.0 billion share repurchase authorization in addition to the \$5.0 billion share authorizations announced on January 31, 2023 and May 2, 2023. As of December 31, 2023, MPC had \$6.78 billion remaining under its share repurchase authorizations. Future repurchases under the authorizations will depend on the macro environment, cash available after opportunities for capital investment and growth of the business and market conditions. The authorizations have no expiration date.

#### **Other**

##### **Succession Planning**

As previously disclosed, MPC maintains a mandatory retirement policy that, absent a waiver or extension, requires an executive officer to retire from service to the company coincident with, or immediately following, the first of the month after such executive officer reaches age 65 (the "Policy"). Michael J. Hennigan, our Chief Executive Officer, will reach mandatory retirement on August 1, 2024. Accordingly, the MPC Board of Directors, with a focus on the long-term strategic direction of the company, is engaged in appropriate succession planning activities, which are expected to include, among other customary steps, the review of succession candidates, as well as consideration of any waiver or extension of the Policy respecting Mr. Hennigan.

## Results

Our chief operating decision maker ("CODM") evaluates the performance of our segments using segment adjusted EBITDA. Amounts included in income before income taxes and excluded from segment adjusted EBITDA include: (i) depreciation and amortization; (ii) net interest and other financial costs; (iii) turnaround expenses; and (iv) other adjustments as deemed necessary. These items are either: (i) believed to be non-recurring in nature; (ii) not believed to be allocable or controlled by the segment; or (iii) are not tied to the operational performance of the segment.

Select results for continuing operations for 2023 and 2022 are reflected in the following table.

(Millions of dollars)	2023	2022
<b>Segment adjusted EBITDA for reportable segments</b>		
Refining & Marketing	\$ 13,551	\$ 19,261
Midstream	6,171	5,772
Total reportable segments	\$ 19,722	\$ 25,033
<b>Reconciliation of segment adjusted EBITDA for reportable segments to income from continuing operations before income taxes</b>		
Total reportable segments	\$ 19,722	\$ 25,033
Corporate	(737)	(698)
Refining planned turnaround costs	(1,201)	(1,122)
Garyville incident response costs	(16)	—
LIFO inventory (charge) credit	(145)	148
Gain on sale of assets <sup>(a)</sup>	198	1,058
Renewable volume obligation requirements <sup>(b)</sup>	—	238
Litigation	—	27
Depreciation and amortization	(3,307)	(3,215)
Net interest and other financial costs	(525)	(1,000)
Income from continuing operations before income taxes	\$ 13,989	\$ 20,469

<sup>(a)</sup> 2023 includes the \$92 million gain associated with the remeasurement of MPLX's existing equity investment in Toriñado arising from the acquisition of the remaining 40 percent interest and the \$106 million gain on the sale of our interest in South Texas Gateway. 2022 includes the \$549 million gain related to the contribution of assets by MPC on the formation of the Martinez Renewables joint venture and the \$509 million gain on lease reclassification. See Item 8. Financial Statements and Supplementary Data - Notes 15 and 27.

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

The following table includes net income per diluted share data.

Net income per diluted share	2023	2022
Continuing operations	\$ 23.63	\$ 27.98
Discontinued operations	—	0.14
Net income attributable to MPC	\$ 23.63	\$ 28.12

Net income attributable to MPC decreased \$4.84 billion, or \$4.49 per diluted share, in 2023 compared to 2022 primarily due to lower Refining & Marketing margins and net gain on the disposal of assets.

See Item 8. Financial Statements and Supplementary Data – Note 5 for additional information on discontinued operations.

Refer to the Results of Operations section for a discussion of financial results by segment for the three years ended December 31, 2023.

## MPLX

We received limited partner distributions of \$2.06 billion and \$1.87 billion from MPLX during 2023 and 2022, respectively. We owned approximately 647 million MPLX common units at December 31, 2023 with a market value of \$23.77 billion based on the December 29, 2023 closing unit price of \$36.72. On January 24, 2024, MPLX declared a quarterly cash distribution of \$0.8500 per common unit, which was paid February 14, 2024. As a result, MPLX made distributions totaling \$853 million to its common unitholders. MPC's portion of these distributions was approximately \$550 million.

During the year ended December 31, 2023, no MPLX units were repurchased. As of December 31, 2023, \$846 million remained available under the authorization for future repurchases.

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On February 9, 2023, MPLX issued \$1.1 billion aggregate principal amount of 5.00 percent senior notes due 2033 and \$500 million aggregate principal amount of 5.65 percent senior notes due 2053 in an underwritten public offering.

On February 15, 2023, MPLX redeemed all of the 600,000 outstanding Series B preferred units at the redemption price of \$1,000 per unit. The semi-annual distribution due to Series B unitholders on February 15, 2023, was also paid on that date, in the usual manner. On March 13, 2023, MPLX redeemed all of MPLX's and MarkWest's \$1.0 billion aggregate principal amount of 4.50 percent senior notes due July 2023.

See Item 8. Financial Statements and Supplementary Data – Note 6 for additional information on MPLX.

## OVERVIEW OF SEGMENTS

### Refining & Marketing

Refining & Marketing segment adjusted EBITDA depends largely on our refinery throughputs, Refining & Marketing margin, refining operating costs and distribution costs. Our total refining capacity was 2,950 mbpcd, 2,898 mbpcd and 2,887 mbpcd as of December 31, 2023, 2022 and 2021, respectively.

Refining & Marketing margin is the difference between the prices of refined products sold and the costs of crude oil and other charge and blendstocks refined, including the costs to transport these inputs to our refineries and the costs of products purchased for resale. The crack spread is a measure of the difference between market prices for refined products and crude oil, commonly used by the industry as a proxy for the refining margin. Crack spreads can fluctuate significantly, particularly when prices of refined products do not move in the same relationship as the cost of crude oil. As a performance benchmark and a comparison with other industry participants, we calculate Gulf Coast, Mid-Continent and West Coast crack spreads that we believe most closely track our operations and slate of products. The following are used for these crack-spread calculations:

- The Gulf Coast crack spread uses three barrels of MEH crude producing two barrels of USGC CBOB gasoline and one barrel of USGC ULSD;
- The Mid-Continent crack spread uses three barrels of WTI crude producing two barrels of Chicago CBOB gasoline and one barrel of Chicago ULSD; and
- The West Coast crack spread uses three barrels of ANS crude producing two barrels of LA CARBOB and one barrel of LA CARB Diesel.

Our refineries can process a variety of sweet and sour crude oil, which typically can be purchased at a discount to crude oil referenced in our Gulf Coast, Mid-Continent and West Coast crack spreads. The amount of these discounts, which we refer to as the sweet differential and the sour differential, can vary significantly, causing our Refining & Marketing margin to differ from blended crack spreads. In general, larger sweet and sour differentials will enhance our Refining & Marketing margin.

Future crude oil differentials will be dependent on a variety of market and economic factors, as well as U.S. energy policy.

The following table provides sensitivities showing an estimated change in annual Refining & Marketing segment adjusted EBITDA due to potential changes in market conditions.

(Millions of dollars)

Blended crack spread sensitivity <sup>(a)</sup> (per \$1.00/barrel change)	\$	1,080
Sour differential sensitivity <sup>(b)</sup> (per \$1.00/barrel change)		500
Sweet differential sensitivity <sup>(c)</sup> (per \$1.00/barrel change)		500
Natural gas price sensitivity <sup>(d)</sup> (per \$1.00/MMBtu)		330

<sup>(a)</sup> Crack spread based on 40 percent MEH, 40 percent WTI and 20 percent ANS with Gulf Coast, Mid-Continent and West Coast product pricing, respectively, and assumes all other differentials and pricing relationships remain unchanged.

<sup>(b)</sup> Sour crude oil basket consists of the following crudes: ANS, Argus Sour Crude Index, Maya and Western Canadian Select. We assume approximately 50 percent of the crude processed at our refineries in 2024 will be sour crude.

<sup>(c)</sup> Sweet crude oil basket consists of the following crudes: Bakken, Brent, MEH, WTI-Cushing and WTI-Midland. We assume approximately 50 percent of the crude processed at our refineries in 2024 will be sweet crude.

<sup>(d)</sup> This is consumption-based exposure for our Refining & Marketing segment and does not include the sales exposure for our Midstream segment.

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In addition to the market changes indicated by the crack spreads, the sour differential and the sweet differential, our Refining & Marketing margin is impacted by factors such as:

- the selling prices realized for refined products;
- the types of crude oil and other charge and blendstocks processed;
- our refinery yields;
- the cost of products purchased for resale;
- the impact of commodity derivative instruments used to hedge price risk;
- the potential impact of lower of cost or market adjustments to inventories in periods of declining prices;
- the potential impact of LIFO charges due to changes in historic inventory levels; and
- the cost of purchasing RINs in the open market to comply with RFS2 requirements.

Inventories are stated at the lower of cost or market. Costs of crude oil, refinery feedstocks and refined products are stated under the LIFO inventory costing method and aggregated on a consolidated basis for purposes of assessing if the cost basis of these inventories may have to be written down to market values. At December 31, 2023, market values for refined products exceed their cost basis and, therefore, there is no lower of cost or market inventory valuation reserve at the end of the year. Based on movements of refined product prices, future inventory valuation adjustments could have a negative effect to earnings. Such losses are subject to reversal in subsequent periods if prices recover.

Refining & Marketing segment adjusted EBITDA is also affected by changes in refining operating costs in addition to committed distribution costs. Changes in operating costs are primarily driven by the cost of energy used by our refineries, including purchased natural gas, and the level of maintenance costs. Distribution costs primarily include long-term agreements with MPLX, which as discussed below include minimum commitments to MPLX, and will negatively impact segment adjusted EBITDA in periods when throughput or sales are lower or refineries are idled.

We have various long-term, fee-based commercial agreements with MPLX. Under these agreements, MPLX, which is reported in our Midstream segment, provides transportation, storage, distribution and marketing services to our Refining & Marketing segment. Certain of these agreements include commitments for minimum quarterly throughput and distribution volumes of crude oil and refined products and minimum storage volumes of crude oil, refined products and other products. Certain other agreements include commitments to pay for 100 percent of available capacity for certain marine transportation and refining logistics assets.

### **Midstream**

Our Midstream segment gathers, transports, stores and distributes crude oil, refined products, including renewable diesel, and other hydrocarbon-based products, principally for our Refining & Marketing segment. Additionally, the segment markets refined products. The profitability of our pipeline transportation operations primarily depends on tariff rates and the volumes shipped through the pipelines. The profitability of our marine operations primarily depends on the quantity and availability of our vessels and barges. The profitability of our light product terminal operations primarily depends on the throughput volumes at these terminals. The profitability of our fuels distribution services primarily depends on the sales volumes of certain refined products. The profitability of our refining logistics operations depends on the quantity and availability of our refining logistics assets. A majority of the crude oil and refined product shipments on our pipelines and marine vessels and the refined product throughput at our terminals serve our Refining & Marketing segment and our refining logistics assets and fuels distribution services are used solely by our Refining & Marketing segment. As discussed above in the Refining & Marketing section, MPLX, which is reported in our Midstream segment, has various long-term, fee-based commercial agreements related to services provided to our Refining & Marketing segment. Under these agreements, MPLX has received various commitments of minimum throughput, storage and distribution volumes as well as commitments to pay for all available capacity of certain assets. The volume of crude oil that we transport is directly affected by the supply of, and refiner demand for, crude oil in the markets served directly by our crude oil pipelines, terminals and marine operations. Key factors in this supply and demand balance are the production levels of crude oil by producers in various regions or fields, the availability and cost of alternative modes of transportation, the volumes of crude oil processed at refineries and refinery and transportation system maintenance levels. The volume of refined products that we transport, store, distribute and market is directly affected by the production levels of, and user demand for, refined products in the markets served by our refined product pipelines and marine operations. In most of our markets, demand for gasoline and distillate peaks during the summer driving season, which extends from May through September of each year, and declines during the fall and winter months. As with crude oil, other transportation alternatives and system maintenance levels influence refined product movements.

Our Midstream segment also gathers, processes and transports natural gas and transports, fractionates, stores and markets NGLs. NGL and natural gas prices are volatile and are impacted by changes in fundamental supply and demand, as well as market uncertainty, availability of NGL transportation and fractionation capacity and a variety of additional factors that are beyond our control. Our Midstream segment profitability is affected by prevailing commodity prices primarily as a result of processing or conditioning at our own or third-party processing plants, purchasing and selling or gathering and transporting volumes of natural gas at index-related prices and the cost of third-party transportation and fractionation services. To the extent that commodity prices influence the level of natural gas drilling by our producer customers, such prices also affect profitability.

## RESULTS OF OPERATIONS

The following discussion includes comments and analysis relating to our results of operations for the years ended December 31, 2023, 2022 and 2021. This discussion should be read in conjunction with Item 8. Financial Statements and Supplementary Data and is intended to provide investors with a reasonable basis for assessing our historical operations, but should not serve as the only criteria for predicting our future performance.

### Consolidated Results of Operations

(Millions of dollars)	2023	2022	2023 vs. 2022 Variance	2021	2022 vs. 2021 Variance
<b>Revenues and other income:</b>					
Sales and other operating revenues <sup>(a)</sup>	\$ 148,379	\$ 177,453	\$ (29,074)	\$ 119,983	\$ 57,470
Income (loss) from equity method investments	742	655	87	458	197
Net gain on disposal of assets	217	1,061	(844)	21	1,040
Other income	969	783	186	468	315
Total revenues and other income	150,307	179,952	(29,645)	120,930	59,022
<b>Costs and expenses:</b>					
Cost of revenues (excludes items below)	128,566	151,671	(23,105)	110,008	41,663
Depreciation and amortization	3,307	3,215	92	3,364	(149)
Selling, general and administrative expenses	3,039	2,772	267	2,537	235
Other taxes	881	825	56	721	104
Total costs and expenses	135,793	158,483	(22,690)	116,630	41,853
Income from continuing operations	14,514	21,469	(6,955)	4,300	17,169
Net interest and other financial costs	525	1,000	(475)	1,483	(483)
Income from continuing operations before income taxes	13,989	20,469	(6,480)	2,817	17,652
Provision for income taxes on continuing operations	2,817	4,491	(1,674)	264	4,227
Income from continuing operations, net of tax	11,172	15,978	(4,806)	2,553	13,425
Income from discontinued operations, net of tax	—	72	(72)	8,448	(8,376)
<b>Net income</b>	<b>11,172</b>	<b>16,050</b>	<b>(4,878)</b>	<b>11,001</b>	<b>5,049</b>
Less net income attributable to:					
Redeemable noncontrolling interest	94	88	6	100	(12)
Noncontrolling interests	1,397	1,446	(49)	1,163	283
<b>Net income attributable to MPC</b>	<b>\$ 9,681</b>	<b>\$ 14,516</b>	<b>\$ (4,835)</b>	<b>\$ 9,738</b>	<b>\$ 4,778</b>

<sup>(a)</sup> In accordance with discontinued operations accounting, Speedway sales to retail customers and net results are reflected in Income from discontinued operations, net of tax, and Refining & Marketing intercompany sales to Speedway are presented as third-party sales through the close of the sale on May 14, 2021.

### 2023 Compared to 2022

Net income attributable to MPC decreased \$4.84 billion in 2023 compared to 2022, primarily due to lower Refining & Marketing margins and net gain on the disposal of assets.

Total revenues and other income decreased \$29.65 billion in 2023 compared to 2022 primarily due to:

- decreased sales and other operating revenues of \$29.07 billion primarily due to decreased average refined product sales prices of \$0.52 per gallon, or 17 percent, partially offset by increased refined product sales volumes of 28 mbpd, or 1 percent;
- increased income from equity method investments of \$87 million largely due to increased income from Midstream equity affiliates, partially offset by decreased income from Refining & Marketing equity affiliates;
- decreased net gains on disposal of assets of \$844 million mainly due to gains of \$549 million on the formation of the Martinez Renewables joint venture and \$509 million on a lease reclassification in 2022, partially offset by the \$106 million gain on the sale of MPC's 25 percent interest in South Texas Gateway and \$92 million associated with the remeasurement of MPLX's existing equity investment in Torñado, arising from the acquisition of the remaining 40 percent interest in 2023; and



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- increased other income of \$186 million largely due to the receipt of insurance proceeds, partially offset by lower income on RIN sales.

Total costs and expenses decreased \$22.69 billion in 2023 compared to 2022 primarily due to:

- decreased cost of revenues of \$23.11 billion primarily due to lower crude oil costs;
- increased depreciation and amortization of \$92 million mainly due to assets placed in service;
- increased selling, general and administrative expenses of \$267 million primarily due to increased employee compensation and related expenses, contract services and software maintenance costs; and
- increased other taxes of \$56 million largely due to the reinstated Petroleum Superfund Tax, which was effective January 1, 2023.

Net interest and other financial costs decreased \$475 million largely due to increased interest income, primarily on short-term investments, and decreased pension non-service costs, partially offset by increased interest expense due to higher MPLX borrowings. We capitalized interest of \$60 million in 2023 and \$104 million in 2022. See Item 8. Financial Statements and Supplementary Data – Note 12 for further details.

We recorded a combined federal, state and foreign income tax expense of \$2.82 billion for the year ended December 31, 2023, which was lower than the tax computed at the U.S. statutory rate primarily due to permanent tax benefits related to net income attributable to noncontrolling interests, partially offset by state taxes. We recorded a combined federal, state and foreign income tax expense of \$4.49 billion for the year ended December 31, 2022, which was higher than the tax computed at the U.S. statutory rate primarily due to state taxes, partially offset by permanent tax benefits related to net income attributable to noncontrolling interests.

Net income attributable to noncontrolling interests decreased \$49 million mainly due to MPLX's redemption of its outstanding Series B preferred units on February 15, 2023.

### **2022 Compared to 2021**

Net income attributable to MPC increased \$4.78 billion in 2022 compared to 2021 primarily due to increased average refined product sales prices and volumes and net gains on the disposal of assets, partially offset by increased operating costs and the absence of a gain on the sale of Speedway and a partial period of income from discontinued operations due to the sale of the Speedway business on May 14, 2021.

Total revenues and other income increased \$59.02 billion in 2022 compared to 2021 primarily due to:

- increased sales and other operating revenues of \$57.47 billion primarily due to increased average refined product sales prices of \$0.96 per gallon, or 47 percent, and refined product sales volumes of 83 mbpd, or 2 percent, largely due to continuing recovery in demand for our products across all our regions;
- increased income from equity method investments of \$197 million largely due to increased income from Midstream equity affiliates;
- increased net gains on disposal of assets of \$1.04 billion mainly due to a gain of \$549 million on the formation of the Martinez Renewables joint venture and a gain of \$509 million on a lease reclassification; and
- increased other income of \$315 million primarily due to higher income on RIN sales.

Total costs and expenses increased \$41.85 billion in 2022 compared to 2021 primarily due to:

- increased cost of revenues of \$41.66 billion primarily due to higher crude oil costs and finished product purchases;
- decreased depreciation and amortization of \$149 million mainly due to 2021 Midstream asset impairments and assets that were fully depreciated in 2021;
- increased selling, general and administrative expenses of \$235 million mainly due to increased salaries, benefits and employee related expenses, credit card processing fees, contract services and insurance; and
- increased other taxes of \$104 million largely due to retroactive operating tax assessments for prior periods.

Net interest and other financial costs decreased \$483 million largely due to increased interest income, decreased debt retirement expenses related to the redemption of MPC senior notes in 2021, decreased interest expense due to lower MPC borrowings and decreased pension and other postretirement non-service costs, partially offset by increased interest expense due to higher MPLX borrowings. We capitalized interest of \$104 million in 2022 and \$73 million in 2021. See Item 8. Financial Statements and Supplementary Data – Note 12 for further details.

We recorded a combined federal, state and foreign income tax expense of \$4.49 billion for the year ended December 31, 2022, which was higher than the tax computed at the U.S. statutory rate primarily due to state taxes, partially offset by permanent tax benefits related to net income attributable to noncontrolling interests. We recorded a combined federal, state and foreign income tax expense of \$264 million for the year ended December 31, 2021, which was lower than the tax computed at the U.S. statutory rate primarily due to certain permanent tax benefits related to net income attributable to noncontrolling interests and a change in

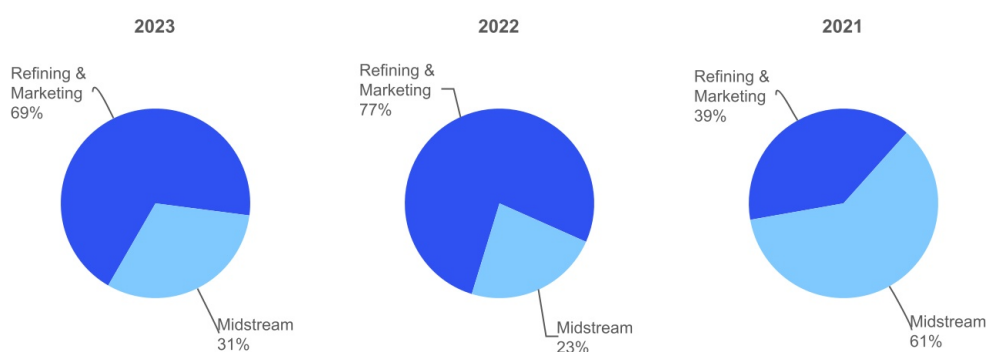
benefit related to the net operating loss carryback provided under the Coronavirus Aid, Relief, and Economic Security Act, partially offset by state taxes. See Item 8. Financial Statements and Supplementary Data – Note 13 for further details.

Net income attributable to noncontrolling interests increased \$283 million mainly due to an increase in MPLX's net income.

## Segment Results

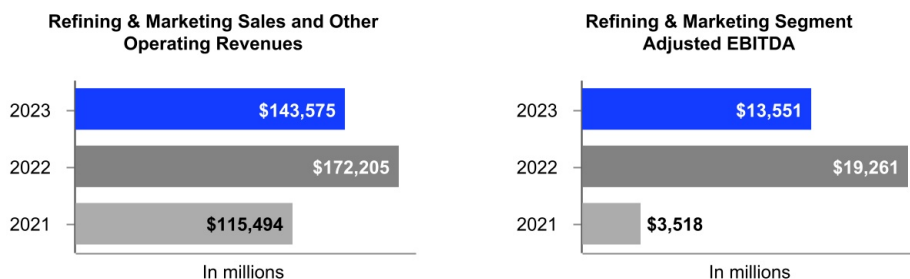
We classify our business in the following reportable segments: Refining & Marketing and Midstream. Segment adjusted EBITDA represents adjusted EBITDA attributable to the reportable segments. Amounts included in income before income taxes and excluded from segment adjusted EBITDA include: (i) depreciation and amortization; (ii) net interest and other financial costs; (iii) turnaround expenses and (iv) other adjustments as deemed necessary. These items are either: (i) believed to be non-recurring in nature; (ii) not believed to be allocable or controlled by the segment; or (iii) are not tied to the operational performance of the segment.

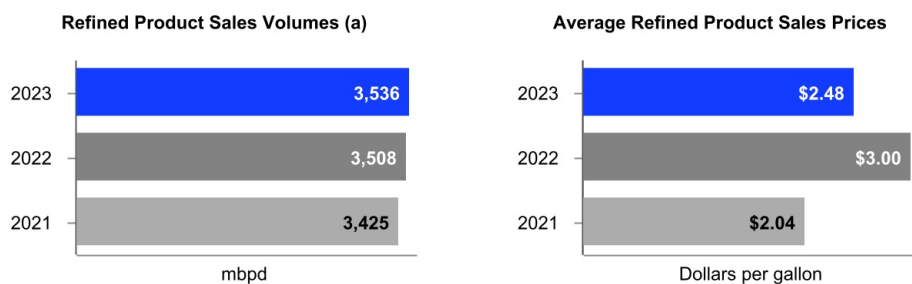
Our segment adjusted EBITDA for reportable segments was approximately \$19.72 billion, \$25.03 billion and \$8.93 billion for the years ended December 31, 2023, 2022 and 2021, respectively. The following shows the percentage of segment adjusted EBITDA by segment for the last three years.



## Refining & Marketing

The following includes key financial and operating data for 2023, 2022 and 2021.





(a) Includes intersegment sales to Midstream and sales destined for export.

Refining & Marketing Operating Statistics	2023	2022	2021
Net refinery throughput (mbpd)	2,914	2,951	2,799
Refining & Marketing margin, excluding LIFO inventory credit/charge per barrel <sup>(a)(b)</sup>	\$ 23.16	\$ 28.10	\$ 13.36
LIFO inventory credit (charge) per barrel	(0.14)	0.14	—
Refining & Marketing margin per barrel <sup>(a)(b)</sup>	23.02	28.24	13.36
Less:			
Refining operating costs per barrel <sup>(c)</sup>	5.41	5.41	5.02
Distribution costs per barrel	5.37	4.89	5.04
LIFO inventory credit (charge) per barrel	(0.14)	0.14	—
Other per barrel <sup>(d)</sup>	(0.36)	(0.08)	(0.14)
Refining & Marketing adjusted EBITDA per barrel	12.74	17.88	3.44
Less:			
Storm impacts on refining operating cost per barrel <sup>(e)</sup>	—	—	0.05
Refining planned turnaround costs per barrel	1.13	1.04	0.57
LIFO inventory (credit) charge per barrel	0.14	(0.14)	—
Depreciation and amortization per barrel	1.77	1.72	1.83
Refining & Marketing segment income per barrel	\$ 9.70	\$ 15.26	\$ 0.99
Per barrel fees paid to MPLX included in distribution costs above	\$ 3.61	\$ 3.39	\$ 3.40

(a) Sales revenue less cost of refinery inputs and purchased products, divided by net refinery throughput.

(b) See "Non-GAAP Measures" section for reconciliation and further information regarding this non-GAAP measure.

(c) Refining operating costs exclude planned turnaround and depreciation and amortization expense.

(d) Includes income (loss) from equity method investments, net gain (loss) on disposal of assets and other income.

(e) Storms in the first and third quarters of 2021 resulted in higher costs, including maintenance and repairs.

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The following table presents certain benchmark prices in our marketing areas and market indicators that we believe are helpful in understanding the results of our Refining & Marketing segment. The benchmark crack spreads below do not reflect the market cost of RINs necessary to meet EPA renewable volume obligations for attributable products under the Renewable Fuel Standard.

Benchmark spot prices ( <i>dollars per gallon</i> )	2023	2022	2021
Chicago CBOB unleaded regular gasoline	\$ 2.33	\$ 2.87	\$ 2.02
Chicago ultra-low sulfur diesel	2.61	3.43	2.06
USGC CBOB unleaded regular gasoline	2.34	2.76	2.01
USGC ultra-low sulfur diesel	2.72	3.46	2.01
LA CARBOB	2.81	3.29	2.20
LA CARB diesel	2.91	3.51	2.10
Market Indicators ( <i>dollars per barrel</i> )			
WTI	\$ 77.60	\$ 94.33	\$ 68.11
MEH	79.08	96.19	69.01
ANS	82.41	98.98	70.56
Crack Spreads			
Mid-Continent WTI 3-2-1	\$ 18.61	\$ 26.93	\$ 10.95
USGC MEH 3-2-1	17.49	22.17	8.89
West Coast ANS 3-2-1	30.11	34.91	13.80
Blended 3-2-1 <sup>(a)</sup>	20.46	26.62	10.70
Crude Oil Differentials			
Sweet	\$ (0.48)	\$ 0.21	\$ (0.47)
Sour	(6.31)	(6.81)	(4.05)

<sup>(a)</sup> The blended crack spreads for 2023, 2022 and 2021 are weighted 40 percent of the USGC crack spread, 40 percent of the Mid-Continent crack spread and 20 percent of the West Coast crack spread. These blends are based on MPC's refining capacity by region in each period.

### 2023 Compared to 2022

Refining & Marketing segment revenues decreased \$28.63 billion primarily due to decreased average refined product sales prices of \$0.52 per gallon, partially offset by increased refined product sales volumes of 28 mbpd.

Refinery crude oil capacity utilization was 92 percent during 2023 and net refinery throughput decreased 37 mbpd in 2023.

Refining & Marketing segment adjusted EBITDA decreased \$5.71 billion primarily driven by decreased per barrel margin and throughput, increased distribution costs, excluding depreciation and amortization, partially offset by increased other income and decreased refining operating costs, excluding depreciation and amortization.

Refining & Marketing margin, excluding LIFO inventory adjustments, was \$23.16 per barrel for 2023 compared to \$28.10 per barrel for 2022. Refining & Marketing margin is affected by the market indicators shown earlier, which use spot market values and an estimated mix of crude purchases and product sales. Based on the market indicators and our crude oil throughput, we estimate a net negative impact of approximately \$6 billion on Refining & Marketing margin, primarily due to lower crack spreads. Our reported Refining & Marketing margin differs from market indicators due to the mix of crudes purchased and their costs, the effects of market structure on our crude oil acquisition prices, RIN prices on the crack spread and other items like refinery yields and other feedstock variances, direct dealer fuel margin, and for 2023, a LIFO inventory charge of \$145 million and for 2022, a LIFO inventory credit of \$148 million. These factors had an estimated net positive impact on Refining & Marketing segment adjusted EBITDA of approximately \$700 million in 2023 compared to 2022.

For the year ended December 31, 2023, refining operating costs, excluding depreciation and amortization, were \$5.75 billion. This was a decrease of \$83 million, compared to the year ended December 31, 2022, largely due to lower energy costs, partially offset by higher project expense. These expenses relate to projects that are regularly performed during refinery turnarounds, of which we had more in 2023, compared to 2022.

Distribution costs, excluding depreciation and amortization, were \$5.71 billion and \$5.27 billion for 2023 and 2022, respectively, and include fees paid to MPLX of \$3.84 billion and \$3.65 billion for 2023 and 2022, respectively. On a per barrel basis, distribution costs, excluding depreciation and amortization, increased \$0.48 primarily due to higher pipeline tariff rates and logistics fee escalations.

Refining planned turnaround costs increased \$79 million, or \$0.09 per barrel, due to the scope and timing of turnaround activity.

Depreciation and amortization per barrel increased by \$0.05, primarily due to an increase in costs and a decrease in throughput.

Other income increased by \$0.28 per barrel mainly due to the receipt of insurance proceeds in 2023.

We purchase RINs to satisfy a portion of our RFS2 compliance. Our expenses associated with purchased RINs were \$2.07 billion in 2023 and \$2.40 billion in 2022, including benefits related to retroactive changes in renewable volume obligation requirements, and are included in Refining & Marketing margin. The decrease in 2023 was primarily due to increased RINs acquired with purchased product from third parties and through RINs generated and acquired from our Martinez Renewables joint venture in addition to lower average RINs prices.

#### **2022 Compared to 2021**

Refining & Marketing segment revenues increased \$56.71 billion primarily due to increased average refined product sales prices of \$0.96 per gallon and higher refined product sales volumes, which increased 83 mbpd.

Refinery crude oil capacity utilization was 96 percent during 2022 and net refinery throughputs increased 152 mbpd primarily due to continuing recovery in demand for our products across all our regions.

Refining & Marketing segment adjusted EBITDA increased \$15.74 billion primarily driven by higher per barrel margins, partially offset by increased refining operating costs and distribution costs, both excluding depreciation and amortization.

Refining & Marketing margin, excluding LIFO inventory credit of \$148 million, was \$28.10 per barrel for 2022 compared to \$13.36 per barrel for 2021. Refining & Marketing margin is affected by the market indicators shown earlier, which use spot market values and an estimated mix of crude purchases and product sales. Based on the market indicators and our crude oil throughput, we estimate a net positive impact of approximately \$18 billion on Refining & Marketing margin, primarily due to higher crack spreads. Our reported Refining & Marketing margin differs from market indicators due to the mix of crudes purchased and their costs, the effects of market structure on our crude oil acquisition prices, RIN prices on the crack spread and other items like refinery yields and other feedstock variances, direct dealer fuel margin, and for 2022, a LIFO inventory credit of \$148 million. These factors had an estimated net negative impact on Refining & Marketing segment adjusted EBITDA of approximately \$1.5 billion in 2022 compared to 2021.

For the year ended December 31, 2022, refining operating costs, excluding depreciation and amortization and storm impacts, were \$5.83 billion. This was an increase of \$708 million, or \$0.39 per barrel, compared to the year ended December 31, 2021, primarily due to an increase in energy costs largely as a result of higher natural gas and electricity prices.

Distribution costs, excluding depreciation and amortization, were \$5.27 billion and \$5.15 billion for 2022 and 2021, respectively, and include fees paid to MPLX of \$3.65 billion and \$3.47 billion for 2022 and 2021, respectively. On a per barrel basis, distribution costs, excluding depreciation and amortization, decreased \$0.15 due to higher throughput.

Refining planned turnaround costs increased \$540 million, or \$0.47 per barrel, due to the scope and timing of turnaround activity.

Depreciation and amortization per barrel decreased by \$0.11, primarily due to a decrease in costs and an increase in throughput.

We purchase RINs to satisfy a portion of our RFS2 compliance. Our expenses associated with purchased RINs were \$2.40 billion in 2022 and \$1.49 billion in 2021, including benefits related to retroactive changes in renewable volume obligation requirements, and are included in Refining & Marketing margin. The increase in 2022 was primarily due to higher weighted average RIN costs and an increase in RIN obligations due to higher production.

## Supplemental Refining & Marketing Statistics

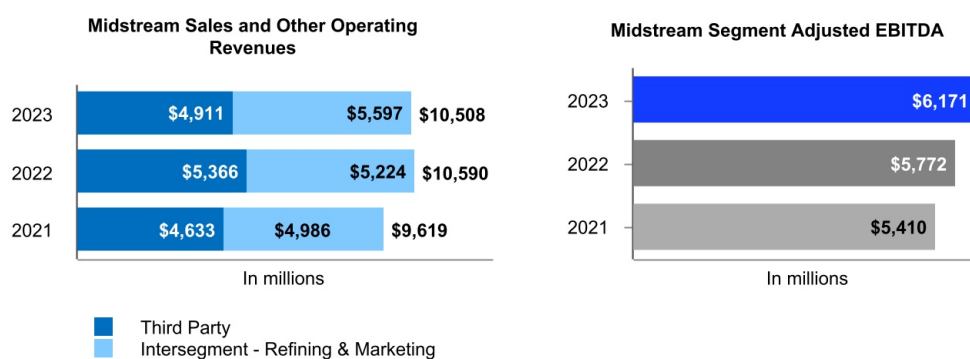
	2023	2022	2021
<b>Refining &amp; Marketing Operating Statistics</b>			
Crude oil capacity utilization percent <sup>(a)</sup>	92	96	91
Refinery throughputs (mbpd):			
Crude oil refined	2,677	2,761	2,621
Other charge and blendstocks	237	190	178
Net refinery throughput	2,914	2,951	2,799
Sour crude oil throughput percent	44	47	47
Sweet crude oil throughput percent	56	53	53
Refined product yields (mbpd):			
Gasoline <sup>(b)</sup>	1,526	1,494	1,446
Distillates <sup>(b)</sup>	1,047	1,079	965
Propane	66	70	52
NGLs and petrochemicals <sup>(b)</sup>	182	178	250
Heavy fuel oil	52	73	31
Asphalt	80	89	91
Total	2,953	2,983	2,835
Refined product export sales volumes (mbpd) <sup>(c)</sup>	339	315	277

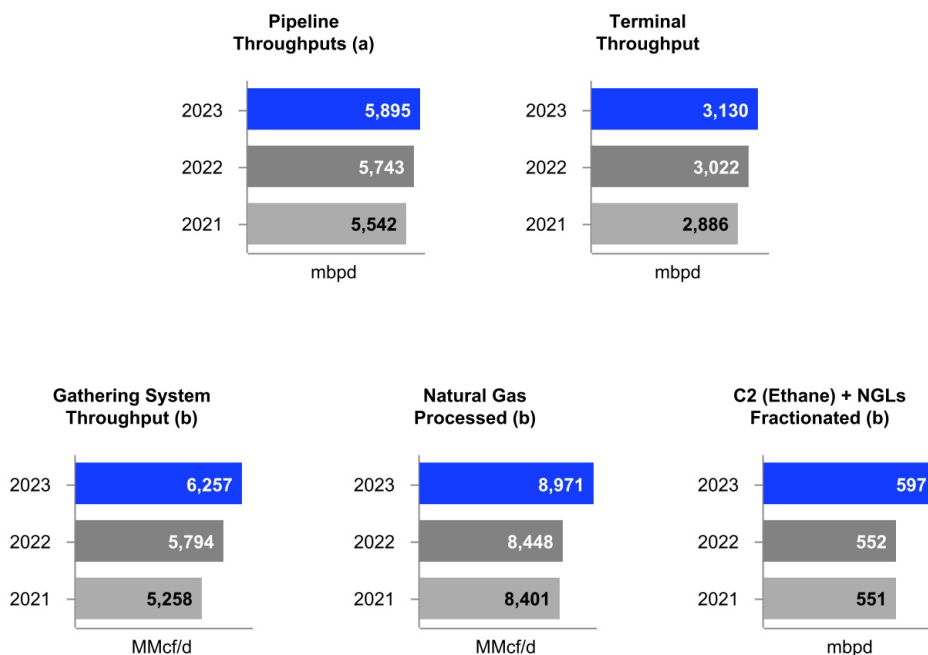
<sup>(a)</sup> Based on calendar-day capacity, which is an annual average that includes down time for planned maintenance and other normal operating activities.

<sup>(b)</sup> Product yields include renewable production.

<sup>(c)</sup> Represents fully loaded export cargoes for each time period. These sales volumes are included in the total sales volumes amounts.

## Midstream





(a) On owned common-carrier pipelines, excluding equity method investments.

(b) Includes amounts related to MPLX operated unconsolidated equity method investments on a 100 percent basis.

Benchmark Prices	2023		2022		2021
Natural Gas NYMEX HH (per MMBtu)	\$	2.66	\$	6.52	\$ 3.72
C2 + NGL Pricing (per gallon) <sup>(a)</sup>	\$	0.69	\$	1.03	\$ 0.87

(a) C2 + NGL pricing based on Mont Belvieu prices assuming an NGL barrel of approximately 35 percent ethane, 35 percent propane, six percent Iso-Butane, 12 percent normal butane and 12 percent natural gasoline.

### 2023 Compared to 2022

Midstream segment adjusted EBITDA increased \$399 million. Sales and operating revenues decreased \$82 million mainly due to lower NGL prices, partially offset by rate escalations and higher throughput. This decrease was more than offset by lower purchased product costs of \$465 million, primarily due to lower NGL prices of \$917 million, partially offset by higher volumes of \$405 million, an increase of \$47 million due to changes in the fair value of an embedded derivative in a natural gas purchase commitment and an increase in income from equity method investments of approximately \$111 million.

### 2022 Compared to 2021

Midstream segment revenue and segment adjusted EBITDA increased \$971 million and \$362 million, respectively. Results largely benefited from higher product pricing, mainly due to increased average C2 + NGL prices of \$0.16 per gallon. These price increases resulted in higher revenues of approximately \$380 million, as well as higher cost of sales of \$315 million. The Midstream segment also benefited from higher gathering system throughputs, resulting in increased revenue of \$356 million, in addition to higher pipeline and terminal throughputs. Segment adjusted EBITDA increased primarily due to income from equity method investments of approximately \$211 million.

## Corporate

Key Financial Information (millions of dollars)

	2023	2022	2021
Corporate <sup>(a)</sup>	\$ (837)	\$ (753)	\$ (696)

<sup>(a)</sup> Corporate costs consist primarily of MPC's corporate administrative expenses and costs related to certain non-operating assets, except for corporate overhead expenses attributable to MPLX, which are included in the Midstream segment. Corporate costs include depreciation and amortization of \$100 million, \$55 million and \$165 million for the years ended December 31, 2023, 2022 and 2021, respectively.

### 2023 Compared to 2022

Corporate expenses increased \$84 million in 2023 compared to 2022 largely due to increases in stock-based compensation expense of \$48 million, depreciation and amortization of \$45 million, compensation expense of \$31 million, contract services expense of \$26 million and office expense of \$22 million, partially offset by increased allocations of corporate costs to the segments of \$75 million.

### 2022 Compared to 2021

Corporate expenses increased \$57 million in 2022 compared to 2021 primarily driven by stock-based and special award compensation expense and retroactive operating tax assessments for prior periods. The company will continue to pursue recovery of these tax assessments. These increases were partially offset by decreased depreciation and amortization of \$110 million mainly due to 2021 asset impairments of \$56 million and assets that were fully depreciated in 2021.

## Items not Allocated to Segments

Our CODM evaluates the performance of our segments using segment adjusted EBITDA. Items identified in the table below are either believed to be non-recurring in nature or not believed to be allocable, controlled by the segment or are not tied to the operational performance of the segment.

Key Financial Information (millions of dollars)

	2023	2022	2021
Items not allocated to segments:			
Gain on sale of assets	\$ 198	\$ 1,058	\$ —
Renewable volume obligation requirements	—	238	—
Litigation	—	27	—
Impairments	—	—	(13)
Idling facility expenses	—	—	(12)
Total items not allocated to segments	\$ 198	\$ 1,323	\$ (25)

### 2023 Compared to 2022

In 2023, total items not allocated to segments includes the \$106 million gain on the sale of MPC's 25 percent interest in South Texas Gateway and the \$92 million gain associated with the remeasurement of MPLX's existing equity investment in Torñado arising from the acquisition of the remaining 40 percent interest.

### 2022 Compared to 2021

In 2022, total items not allocated to segments primarily include the gain of \$549 million on the formation of the Martinez Renewables joint venture, the gain of \$509 million on a lease reclassification, and a \$238 million benefit related to retroactive changes in renewable volume obligation requirements published by EPA for 2020 and 2021.

## Non-GAAP Financial Measure

Management uses a financial measure to evaluate our operating performance that is calculated and presented on the basis of methodologies other than in accordance with GAAP. The non-GAAP financial measure we use is as follows:

### Refining & Marketing Margin

Refining & Marketing margin is defined as sales revenue less cost of refinery inputs and purchased products. We use and believe our investors use this non-GAAP financial measure to evaluate our Refining & Marketing segment's operating and financial performance as it is the most comparable measure to the industry's market reference product margins. This measure should not be considered a substitute for, or superior to, Refining & Marketing gross margin or other measures of financial performance prepared in accordance with GAAP, and our calculations thereof may not be comparable to similarly titled measures reported by other companies.



**Reconciliation of Refining & Marketing segment adjusted EBITDA to Refining & Marketing gross margin and Refining & Marketing margin**

(Millions of dollars)	2023	2022	2021
Refining & Marketing segment adjusted EBITDA	\$ 13,551	\$ 19,261	\$ 3,518
Plus (Less):			
Depreciation and amortization	(1,887)	(1,850)	(1,870)
Refining planed turnaround costs	(1,201)	(1,122)	(582)
Storm impacts	—	—	(50)
LIFO inventory credit (charge)	(145)	148	—
Selling, general and administrative expenses	2,504	2,294	2,021
Income from equity method investments	(7)	(31)	(59)
Net gain on disposal of assets	(3)	(37)	(6)
Other income	(871)	(686)	(369)
Refining & Marketing gross margin	11,941	17,977	2,603
Plus (Less):			
Operating expenses (excluding depreciation and amortization)	10,986	10,683	9,806
Depreciation and amortization	1,887	1,850	1,870
Gross margin excluded from and other income included in Refining & Marketing margin <sup>(a)</sup>	(45)	82	(485)
Other taxes included in Refining & Marketing margin	(288)	(173)	(142)
Refining & Marketing margin	24,481	30,419	13,652
LIFO inventory (credit) charge	145	(148)	—
Refining & Marketing margin, excluding LIFO inventory (credit) charge	\$ 24,626	\$ 30,271	\$ 13,652

<sup>(a)</sup> Reflects the gross margin, excluding depreciation and amortization, of other related operations included in the Refining & Marketing segment and processing of credit card transactions on behalf of certain of our marketing customers, net of other income.

**LIQUIDITY AND CAPITAL RESOURCES**
**Cash Flows**

Our cash and cash equivalents balance for continuing operations was \$5.44 billion at December 31, 2023, compared to \$8.63 billion at December 31, 2022. Net cash provided by (used in) operating activities, investing activities and financing activities for the past three years is presented in the following table.

(Millions of dollars)	2023	2022	2021
Net cash provided by (used in):			
Operating activities - continuing operations	\$ 14,117	\$ 16,319	\$ 8,384
Operating activities - discontinued operations	—	42	(4,024)
Total operating activities	14,117	16,361	4,360
Investing activities - continuing operations	(3,095)	623	(6,517)
Investing activities - discontinued operations	—	—	21,314
Total investing activities	(3,095)	623	14,797
Financing activities	(14,207)	(13,647)	(14,419)
Total increase (decrease) in cash	\$ (3,185)	\$ 3,337	\$ 4,738

**Operating Activities**
**Continuing Operations**

Net cash provided by operating activities from continuing operations decreased \$2.20 billion in 2023 compared to 2022, primarily due to a decrease in operating results partially offset by a favorable change in working capital of \$1.57 billion. Net cash provided by operating activities from continuing operations increased \$7.94 billion in 2022 compared to 2021, primarily due to an increase in operating results partially offset by an unfavorable change in working capital of \$2.29 billion. The above changes in working capital exclude changes in short-term debt.

For 2023, changes in working capital were a net \$230 million source of cash, primarily due to the effect of decreases in energy commodity prices and volumes at the end of the year on working capital. Current receivables decreased primarily due to decreases in crude oil volumes and prices. Accounts payable decreased primarily due to decreases in crude oil prices and volumes. Inventories increased primarily due to increases in refined product, crude oil and materials and supplies inventories.

For 2022, changes in working capital were a net \$1.34 billion use of cash, primarily due to the effect of increases in energy commodity prices and volumes at the end of the year on working capital. Current receivables increased primarily due to higher crude oil and refined product volumes and prices. Inventories increased primarily due to increases in crude oil, refined product and materials and supplies inventories. Accounts payable increased primarily due to increases in crude oil prices.

For 2021, changes in working capital were a net \$947 million source of cash, primarily due to the effect of increases in energy commodity prices and volumes at the end of the year on working capital. Accounts payable increased primarily due to increases in crude oil prices and volumes. Current receivables increased primarily due to higher crude oil and refined product prices and volumes.

#### ***Discontinued Operations***

Net cash provided by operating activities from discontinued operations was \$42 million in 2022 largely due to the settlement of working capital related to the Speedway sale, partially offset by the payment of state income tax liabilities. Net cash used in operating activities from discontinued operations was \$4.02 billion in 2021 primarily due to tax payments related to the sale of Speedway, partially offset by a partial year of business income due to the sale of Speedway on May 14, 2021.

#### **Investing Activities**

##### ***Continuing Operations***

Net cash used in investing activities from continuing operations was \$3.10 billion in 2023 and \$6.52 billion in 2021, compared to net cash provided by investing activities from continuing operations of \$623 million in 2022.

- In 2023, the change in net cash used in continuing operations was primarily due to purchases of short-term investments of \$8.62 billion, partially offset by maturities and sales of short-term investments of \$5.05 billion and \$2.08 billion, respectively. The cash provided by maturities and sales of short-term investments was primarily used to fund our return of capital initiatives announced as part of the Speedway sale.
- In 2022, the change in net cash provided by continuing operations was primarily due to maturities and sales of short-term investments of \$7.16 billion and \$1.30 billion, respectively, partially offset by purchases of short-term investments of \$6.02 billion. The cash provided by maturities and sales of short-term investments was primarily used to fund our return of capital initiatives announced as part of the Speedway sale.
- In 2021, proceeds from the sale of Speedway were used to purchase \$12.50 billion of short-term investments and cash of \$5.41 billion and \$1.54 billion was provided by the maturities and sales, respectively, of short-term investments. The cash provided by maturities and sales of short-term investments was primarily used to fund our return of capital initiatives announced as part of the Speedway sale.
- Cash used for additions to property, plant and equipment was \$1.89 billion in 2023, compared to \$2.42 billion in 2022 and \$1.46 billion in 2021, primarily due to spending in our Refining & Marketing and Midstream segments in 2023. See discussion of capital expenditures and investments under the "Capital Spending" section.
- Cash used for acquisitions was \$246 million in 2023 due to MPLX's acquisition of the remaining interest in a gathering and processing joint venture for approximately \$270 million, offset by cash acquired of \$24 million. Cash used for acquisitions was \$413 million in 2022 primarily due to the purchase of Crowley Coastal Partner's interest in Crowley Ocean Partners LLC and its four subsidiaries for approximately \$485 million, which included \$196 million to pay off the debt associated with the four tankers.
- Cash used in net investments was \$205 million in 2023 and \$171 million in 2021, compared to cash provided by net investments of \$110 million in 2022. In 2023, investments primarily included the Martinez Renewables joint venture and the acquisition of a 49.9 percent equity interest in LF Bioenergy for approximately \$56 million, partially offset by cash received from the sale of MPC's 25 percent interest in South Texas Gateway. Investments in 2022 include a \$500 million cash distribution received from the Martinez Renewables joint venture at its formation, partially offset by increased contributions to equity method investments, which included the \$60 million contribution to MPLX's Bakken Pipeline joint venture to fund its share of a debt repayment by the joint venture. Investments in 2021 primarily include Midstream projects and our joint venture with ADM.
- Cash provided by disposal of assets totaled \$36 million, \$90 million and \$153 million in 2023, 2022 and 2021, respectively, primarily due to the sale of Midstream assets.

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The consolidated statements of cash flows exclude changes to the consolidated balance sheets that did not affect cash. A reconciliation of additions to property, plant and equipment to total capital expenditures and investments follows for each of the last three years.

(Millions of dollars)	2023	2022	2021
Additions to property, plant and equipment per consolidated statements of cash flows	\$ 1,890	\$ 2,420	\$ 1,464
Increase (decrease) in capital accruals	184	(37)	141
Total capital expenditures	2,074	2,383	1,605
Investments in equity method investees	480	405	210
Total capital expenditures and investments	\$ 2,554	\$ 2,788	\$ 1,815

### **Discontinued Operations**

Net cash provided by investing activities from discontinued operations in 2021 primarily includes the \$21.38 billion proceeds from the sale of Speedway, partially offset primarily by cash used for Speedway capital expenditures of \$177 million.

### **Financing Activities**

Financing activities were a use of cash of \$14.21 billion in 2023, \$13.65 billion in 2022 and \$14.42 billion in 2021.

- During 2023, MPLX issued \$1.6 billion of senior notes and used the proceeds to redeem \$1.0 billion of senior notes and all of its outstanding Series B preferred units for \$600 million.
- During 2022, MPLX issued \$2.5 billion of senior notes, redeemed \$1.0 billion of senior notes and had net payments of \$300 million under its revolving credit facility.
- During 2021, we reduced debt through the following actions:
  - On December 2, 2021, all of the \$1.25 billion outstanding aggregate principal amount of MPC's 4.5 percent senior notes due May 2023 and the \$850 million outstanding aggregate principal amount of MPC's 4.75 percent senior notes due December 2023, including the portion of such notes for which Andeavor LLC was the obligor, were redeemed at a price equal to par, plus a make-whole premium calculated in accordance with the terms of the senior notes and accrued and unpaid interest to, but not including, the redemption date. MPC funded the redemption amount with cash on hand.
  - In June 2021, we redeemed all of the \$300 million outstanding aggregate principal amount of MPC's 5.125 percent senior notes due April 2024 at a price equal to 100.854 percent of the principal amount, plus accrued and unpaid interest to, but not including, the redemption date.
  - In May 2021, we repaid all outstanding commercial paper borrowings, which, along with cash had been used to finance the fourth quarter 2020 repayments of two series of MPC's senior notes in the aggregate total principal amount of \$1.13 billion.
  - On March 1, 2021, we repaid the \$1 billion outstanding aggregate principal amount of MPC's 5.125 percent senior notes due March 2021.
- In 2021, MPLX redeemed \$1.75 billion of senior notes and had net borrowings of \$300 million under its revolving credit facility.
- Cash used in common stock repurchases totaled \$11.57 billion in 2023, \$11.92 billion in 2022 and \$4.65 billion in 2021. See the "Capital Requirements" section for further discussion of our stock repurchases.
- Cash used in dividend payments totaled \$1.26 billion in 2023, \$1.28 billion in 2022 and \$1.48 billion in 2021. Dividends per share were \$3.08 in 2023, \$2.49 in 2022 and \$2.32 in 2021. The decreases in 2023 and 2022 are primarily due to share repurchases, partially offset by an increase in per share dividends.
- Cash used in distributions to noncontrolling interests totaled \$1.28 billion in 2023, \$1.21 billion in 2022 and \$1.45 billion in 2021 due to distributions to MPLX common and preferred public unitholders. MPLX's distributions in 2021 included a supplemental distribution amount of \$0.5750 per common unit.
- Cash used in repurchases of noncontrolling interests totaled \$491 million in 2022 and \$630 million in 2021 due to MPLX's repurchases of its common units. There were no repurchases of noncontrolling interests in 2023. See the "Capital Requirements" section for further discussion of MPLX's unit repurchases.

### **Derivative Instruments**

See Item 7A. Quantitative and Qualitative Disclosures about Market Risk for a discussion of derivative instruments and associated market risk.

## Capital Resources

### MPC, Excluding MPLX

We control MPLX through our ownership of the general partner; however, the creditors of MPLX do not have recourse to MPC's general credit through guarantees or other financial arrangements, except as noted. MPC has effectively guaranteed certain indebtedness of LOOP and LOCAP, in which MPLX holds an interest. Therefore, in the following table, we present the liquidity of MPC, excluding MPLX. MPLX liquidity is discussed in the following section.

Our liquidity, excluding MPLX, totaled \$14.28 billion at December 31, 2023 consisting of:

(Millions of dollars)	December 31, 2023			
	Total Capacity	Outstanding Borrowings	Outstanding Letters of Credit	Available Capacity
Bank revolving credit facility	\$ 5,000	\$ —	\$ 1	\$ 4,999
Trade receivables facility <sup>(a)</sup>	100	—	—	100
<b>Total</b>	<b>\$ 5,100</b>	<b>\$ —</b>	<b>\$ 1</b>	<b>\$ 5,099</b>
Cash and cash equivalents and short-term investments <sup>(b)</sup>				9,176
<b>Total liquidity</b>				<b>\$ 14,275</b>

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

<sup>(b)</sup> Excludes \$1.05 billion of MPLX cash and cash equivalents.

Because of the alternatives available to us, including internally generated cash flow and access to capital markets and a commercial paper program, we believe that our short-term and long-term liquidity is adequate to fund not only our current operations, but also our near-term (less than twelve months) and long-term funding requirements, including capital spending programs, the repurchase of shares of our common stock, dividend payments, defined benefit plan contributions, repayment of debt maturities and other amounts that may ultimately be paid in connection with contingencies.

We have a commercial paper program that allows us to have a maximum of \$2.0 billion in commercial paper outstanding, with maturities up to 397 days from the date of issuance. We do not intend to have outstanding commercial paper borrowings in excess of available capacity under our bank revolving credit facility. At December 31, 2023, we had no borrowings outstanding under the commercial paper program.

MPC's bank revolving credit facility and trade receivables facility contain representations and warranties, affirmative and negative covenants and restrictions, including financial covenants, and events of default that we consider usual and customary for agreements of a similar type and nature. As of December 31, 2023, we were in compliance with such covenants and restrictions. See Item 8. Financial Statements and Supplementary Data – Note 20 for further discussion of MPC's revolving bank credit facility, trade receivables facility and related covenants and restrictions.

Our intention is to maintain an investment-grade credit profile. As of February 1, 2024, the credit ratings on our senior unsecured debt are as follows.

Company	Rating Agency	Rating
MPC	Moody's	Baa2 (stable outlook)
	Standard & Poor's	BBB (stable outlook)
	Fitch	BBB (stable outlook)

The ratings reflect the respective views of the rating agencies and should not be interpreted as a recommendation to buy, sell or hold our securities. Although it is our intention to maintain a credit profile that supports an investment-grade rating, there is no assurance that these ratings will continue for any given period of time. The ratings may be revised or withdrawn entirely by the rating agencies if, in their respective judgments, circumstances so warrant. A rating from one rating agency should be evaluated independently of ratings from other rating agencies.

The agreements governing MPC's debt obligations do not contain credit rating triggers that would result in the acceleration of interest, principal or other payments in the event that our credit ratings are downgraded. However, any downgrades of our senior unsecured debt could increase the applicable interest rates, yields and other fees payable under such agreements and may limit our flexibility to obtain financing in the future, including to refinance existing indebtedness. In addition, a downgrade of our senior unsecured debt rating to below investment-grade levels could, under certain circumstances, impact our ability to purchase crude oil on an unsecured basis and could result in us having to post letters of credit under existing transportation services or other agreements.

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See Item 8. Financial Statements and Supplementary Data – Note 20 for further discussion of our debt.

### **MPLX**

MPLX's liquidity totaled \$4.55 billion at December 31, 2023 consisting of:

(Millions of dollars)	December 31, 2023			
	Total Capacity	Outstanding Borrowings	Outstanding Letters of Credit	Available Capacity
MPLX bank revolving credit facility	\$ 2,000	\$ —	\$ —	\$ 2,000
MPC intercompany loan agreement	1,500	—	—	1,500
<b>Total</b>	<b>\$ 3,500</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 3,500</b>
Cash and cash equivalents				1,048
<b>Total liquidity</b>				<b>\$ 4,548</b>

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

MPLX's bank revolving credit facility contains representations and warranties, covenants and restrictions, including financial covenants, and events of default that we consider usual and customary for agreements of a similar type and nature. As of December 31, 2023, we were in compliance with such covenants and restrictions. See Item 8. Financial Statements and Supplementary Data – Note 20 for further discussion of MPLX's bank revolving credit facility and related covenants and restrictions.

Our intention is to maintain an investment-grade credit profile for MPLX. As of February 1, 2024, the credit ratings on MPLX's senior unsecured debt are as follows.

<u>Company</u>	<u>Rating Agency</u>	<u>Rating</u>
MPLX	Moody's	Baa2 (stable outlook)
	Standard & Poor's	BBB (stable outlook)
	Fitch	BBB (stable outlook)

The ratings reflect the respective views of the rating agencies and should not be interpreted as a recommendation to buy, sell or hold MPLX securities. Although it is our intention to maintain a credit profile that supports an investment-grade rating for MPLX, there is no assurance that these ratings will continue for any given period of time. The ratings may be revised or withdrawn entirely by the rating agencies if, in their respective judgments, circumstances so warrant. A rating from one rating agency should be evaluated independently of ratings from other rating agencies.

The agreements governing MPLX's debt obligations do not contain credit rating triggers that would result in the acceleration of interest, principal or other payments in the event that MPLX credit ratings are downgraded. However, any downgrades of MPLX senior unsecured debt to below investment grade ratings could increase the applicable interest rates, yields and other fees payable under such agreements. In addition, a downgrade of MPLX senior unsecured debt ratings to below investment-grade levels may limit MPLX's ability to obtain future financing, including to refinance existing indebtedness.

See Item 8. Financial Statements and Supplementary Data – Note 20 for further discussion of MPLX's debt.

### **Capital Requirements**

#### **Capital Spending**

MPC's capital investment plan for 2024 totals approximately \$1.25 billion for capital projects and investments, excluding capitalized interest, potential acquisitions, if any, and MPLX's capital investment plan. MPC's 2024 capital investment plan includes all of the planned capital spending for Refining & Marketing and Corporate as well as a portion of the planned capital investments for Midstream. The remainder of the planned capital spending for Midstream reflects the capital investment plan for MPLX. We continuously evaluate our capital plan and make changes as conditions warrant. The 2024 capital investment plan for MPC and MPLX and capital expenditures and investments for each of the last three years are summarized by segment below.

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(Millions of dollars)	2024 Plan	2023	2022	2021
Capital expenditures and investments: <sup>(a)</sup>				
MPC, excluding MPLX				
Refining & Marketing	\$ 1,200	\$ 1,311	\$ 1,508	\$ 911
Midstream - Other	—	2	8	50
Corporate and Other <sup>(b)</sup>	50	83	108	105
Total MPC, excluding MPLX	\$ 1,250	\$ 1,396	\$ 1,624	\$ 1,066
MPC discontinued operations - Speedway	\$ —	\$ —	\$ —	\$ 177
Midstream - MPLX <sup>(c)</sup>	\$ 1,100	\$ 1,103	\$ 1,061	\$ 681

<sup>(a)</sup> Capital expenditures include changes in capital accruals.

<sup>(b)</sup> Excludes capitalized interest of \$55 million, \$103 million and \$68 million for 2023, 2022 and 2021, respectively. The 2024 capital investment plan excludes capitalized interest.

<sup>(c)</sup> The 2024 capital investment plan for Midstream - MPLX excludes \$285 million of capital expenditures, which is expected to be incurred primarily by MPC and other MPLX customers on MPLX's behalf. It also excludes approximately \$100 million for repayment of MPLX's share of the Bakken Pipeline joint venture's debt due in 2024. This reimbursable capital and the contribution to the joint venture will be included in the 2024 MPC Midstream capital expenditures.

### Refining & Marketing

The Refining & Marketing segment's forecasted 2024 capital spending and investments is approximately \$1.20 billion. This amount includes approximately \$350 million of growth capital for multi-year low carbon initiatives. At our Los Angeles refinery, we are advancing improvements to enhance the competitiveness of the refinery by improving reliability and lowering costs. The improvements focus on integrating and modernizing utility systems and increasing energy efficiency, with the added benefit of addressing upcoming regulation mandating further reductions in emissions. The improvements are expected to be completed by the end of 2025. There is also \$475 million of growth capital which includes a multi-year project to upgrade high sulfur distillate to ULSD and maximize distillate volume expansion at our Galveston Bay refinery, which is expected to be completed by the end of 2027, and other traditional projects that will enhance the yields of our refineries, improve energy efficiency, and lower our costs as well as investments in our branded marketing footprint. Maintenance capital is expected to be approximately \$375 million which is essential to maintain the safety, integrity and reliability of our assets.

Major capital projects completed over the last three years have focused on refinery optimization, production of higher value products, increased capacity to upgrade residual fuel oil and expanded export capacity. We also focused on projects such as the Martinez facility conversion, the STAR project at our Galveston Bay refinery and projects expected to reduce future operating costs.

### Midstream

MPLX's capital investment plan of \$1.10 billion, net of reimbursements, includes approximately \$950 million of organic growth capital and \$150 million of maintenance capital. This excludes approximately \$100 million for the repayment of MPLX's share of the Bakken Pipeline joint venture's debt due in 2024. MPLX's growth capital plans are anchored in the Marcellus, Permian, and Bakken basins. In addition to new gas processing plants in the Marcellus and Permian, the remainder of MPLX's capital plan is focused on other investments targeted at the expansion or debottlenecking of existing assets to meet customer demand.

Major capital projects over the last three years included investments for the development of natural gas and natural gas liquids infrastructure to support MPLX's producer customers, primarily in the Marcellus, Utica and Permian regions and development of various crude oil and refined petroleum products infrastructure projects.

### Corporate and Other

The 2024 capital forecast includes approximately \$50 million to support corporate and other activities. Major projects over the last three years included upgrades to information technology systems.

## Share Repurchases

From January 1, 2012 through December 31, 2023, our board of directors approved \$50.05 billion in total share repurchase authorizations and we have repurchased a total of \$43.27 billion of our common stock. As of December 31, 2023, MPC had \$6.78 billion remaining under its share repurchase authorizations, which reflects the repurchase of 489,190 common shares for \$73 million that were transacted in the fourth quarter of 2023 and settled in the first quarter of 2024. The table below summarizes our total share repurchases. See Item 8. Financial Statements and Supplementary Data – Note 10 for further discussion of the share repurchase plans.

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

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

## MPLX Unit Repurchases

The table below summarizes MPLX's total unit repurchases.

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

As of December 31, 2023, MPLX had approximately \$846 million remaining under its unit repurchase authorizations. The repurchase authorizations have no expiration date.

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

See Item 8. Financial Statements and Supplementary Data – Note 6 for further discussion of the MPLX unit repurchase program.

## Material Cash Commitments

### Contractual Obligations

We have purchase commitments primarily consisting of obligations to purchase and transport crude oil and feedstocks used in our refining operations. As of December 31, 2023, we had purchase obligations for crude oil, NGLs and renewable feedstocks of \$17.76 billion, with \$14.44 billion payable within 12 months, and crude oil transportation obligations of \$7.45 billion, with \$835 million payable within 12 months. These contracts include variable price arrangements. For purposes of this disclosure, we have estimated prices to be paid primarily based on futures curves for the commodities to the extent available. Our contractual obligations do not include our contractual obligations to MPLX under various fee-based commercial agreements as these transactions are eliminated in the consolidated financial statements.

At December 31, 2023, we have non-cancelable obligations to acquire property, plant and equipment of \$281 million, with \$276 million payable within 12 months.

At December 31, 2023, we have aggregate principal amount of outstanding senior notes of \$27.15 billion, with \$1.9 billion payable within 12 months, and interest on the debt of \$16.86 billion, with \$1.23 billion payable within 12 months. See Item 8. Financial Statements and Supplementary Data – Note 20 for additional information on our debt. We intend to repay the short-term maturities with existing cash on hand and/or with the proceeds of new long-term debt, depending on, among other things, market conditions.

Our other contractual obligations primarily consist of pension and post-retirement obligations, finance and operating leases and environmental credits liabilities, for which additional information is included in Item 8. Financial Statements and Supplementary Data – Notes 25, 27 and 23, respectively.

### Other Cash Commitments

On January 26, 2024, we announced our board of directors approved a \$0.825 per share dividend, payable March 11, 2024 to shareholders of record at the close of business on February 21, 2024.

We may, from time to time, repurchase our senior notes and preferred units in the open market, in tender offers, in privately-negotiated transactions or otherwise in such volumes, at such prices and upon such other terms as we deem appropriate.

### TRANSACTIONS WITH RELATED PARTIES

See Item 8. Financial Statements and Supplementary Data – Note 8 for discussion of activity with related parties.

### ENVIRONMENTAL MATTERS AND COMPLIANCE COSTS

We have incurred and may continue to incur substantial capital, operating and maintenance, and remediation expenditures as a result of environmental laws and regulations. If these expenditures, as with all costs, are not ultimately reflected in the prices of our products and services, our operating results will be adversely affected. We believe that substantially all of our competitors must comply with similar environmental laws and regulations. However, the specific impact on each competitor may vary depending on a number of factors, including the age and location of its operating facilities, marketing areas, production processes and whether it is also engaged in the petrochemical business or the marine transportation of crude oil and refined products.

Legislation and regulations pertaining to fuel specifications, climate change and GHG emissions have the potential to materially adversely impact our business, financial condition, results of operations and cash flows, including costs of compliance and permitting delays. The extent and magnitude of these adverse impacts cannot be reliably or accurately estimated at this time because specific regulatory and legislative requirements have not been finalized and uncertainty exists with respect to the measures being considered, the costs and the time frames for compliance, and our ability to pass compliance costs on to our customers.

Our environmental expenditures, including non-regulatory expenditures, for each of the last three years were:

(Millions of dollars)	2023	2022	2021
Capital	\$ 236	\$ 167	\$ 118
Compliance: <sup>(a)</sup>			
Operating and maintenance	1,191	987	819
Remediation <sup>(b)</sup>	49	72	54
Total	\$ 1,476	\$ 1,226	\$ 991

<sup>(a)</sup> Based on the American Petroleum Institute's definition of environmental expenditures.

<sup>(b)</sup> These amounts include spending charged against remediation reserves, where permissible, but exclude non-cash provisions recorded for environmental remediation. Environmental remediation costs increased in 2022 compared to 2021 primarily due to a release of crude oil on an MPLX pipeline near Edwardsville, Illinois in March of 2022.

We accrue for environmental remediation activities when the responsibility to remediate is probable and the amount of associated costs can be reasonably estimated. As environmental remediation matters proceed toward ultimate resolution or as additional remediation obligations arise, charges in excess of those previously accrued may be required.

New or expanded environmental requirements, which could increase our environmental costs, may arise in the future. It is not possible to predict all of the ultimate costs of compliance, including remediation costs that may be incurred and penalties that may be imposed.

Our environmental capital expenditures accounted for 12 percent, 7 percent and 8 percent of capital expenditures, for 2023, 2022 and 2021, respectively, excluding acquisitions. Our environmental capital expenditures are expected to be approximately \$272 million, or 12 percent, of total planned capital expenditures in 2024. Actual expenditures may vary as the number and scope of environmental projects are revised as a result of improved technology or changes in regulatory requirements and could increase if additional projects are identified or additional requirements are imposed.

For more information on environmental regulations that impact us, or could impact us, see Item 1. Business- Regulatory Matters and Item 1A. Risk Factors.



## CRITICAL ACCOUNTING ESTIMATES

The preparation of financial statements in accordance with GAAP requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities as of the date of the consolidated financial statements and the reported amounts of revenues and expenses during the respective reporting periods. Accounting estimates are considered to be critical if (1) the nature of the estimates and assumptions is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change; and (2) the impact of the estimates and assumptions on financial condition or operating performance is material. Actual results could differ from the estimates and assumptions used. See Item 8. Financial Statements and Supplementary Data – Note 2 for additional information on these policies and estimates, as well as a discussion of additional accounting policies and estimates.

### Fair Value Estimates

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. There are three approaches for measuring the fair value of assets and liabilities: the market approach, the income approach and the cost approach, each of which includes multiple valuation techniques. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities. The income approach uses valuation techniques to measure fair value by converting future amounts, such as cash flows or earnings, into a single present value amount using current market expectations about those future amounts. The cost approach is based on the amount that would currently be required to replace the service capacity of an asset. This is often referred to as current replacement cost. The cost approach assumes that the fair value would not exceed what it would cost a market participant to acquire or construct a substitute asset of comparable utility, adjusted for obsolescence.

The fair value accounting standards do not prescribe which valuation technique should be used when measuring fair value and does not prioritize among the techniques. These standards establish a fair value hierarchy that prioritizes the inputs used in applying the various valuation techniques. Inputs broadly refer to the assumptions that market participants use to make pricing decisions, including assumptions about risk. Level 1 inputs are given the highest priority in the fair value hierarchy while Level 3 inputs are given the lowest priority. The three levels of the fair value hierarchy are as follows:

- Level 1 – Observable inputs that reflect unadjusted quoted prices for identical assets or liabilities in active markets as of the measurement date. Active markets are those in which transactions for the asset or liability occur in sufficient frequency and volume to provide pricing information on an ongoing basis.
- Level 2 – Observable market-based inputs or unobservable inputs that are corroborated by market data. These are inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the measurement date.
- Level 3 – Unobservable inputs that are not corroborated by market data and may be used with internally developed methodologies that result in management's best estimate of fair value.

Valuation techniques that maximize the use of observable inputs are favored. Assets and liabilities are classified in their entirety based on the lowest priority level of input that is significant to the fair value measurement. The assessment of the significance of a particular input to the fair value measurement requires judgment and may affect the placement of assets and liabilities within the levels of the fair value hierarchy. We use an income or market approach for recurring fair value measurements and endeavor to use the best information available. See Item 8. Financial Statements and Supplementary Data – Note 18 for disclosures regarding our fair value measurements.

Significant uses of fair value measurements include:

- assessment of impairment of long-lived assets, intangible assets, goodwill and equity method investments;
- recorded values for assets acquired and liabilities assumed in connection with acquisitions; and
- recorded values of derivative instruments.

### Impairment Assessments of Long-Lived Assets, Intangible Assets, Goodwill and Equity Method Investments

Fair value calculated for the purpose of testing our long-lived assets, intangible assets, goodwill and equity method investments for impairment is estimated using the expected present value of future cash flows method and comparative market prices when appropriate. Significant judgment is involved in performing these fair value estimates since the results are based on forecasted financial information prepared using significant assumptions including:

- *Future operating performance.* Our estimates of future operating performance are based on our analysis of various supply and demand factors, which include, among other things, industry-wide capacity, our planned utilization rate, end-user demand, capital expenditures and economic conditions. Such estimates are consistent with those used in our planning and capital investment reviews.
- *Future volumes.* Our estimates of future refinery, pipeline throughput and natural gas and natural gas liquid processing volumes are based on internal forecasts prepared by our Refining & Marketing and Midstream segments operations personnel. Assumptions about our customers' drilling activity are inherently subjective and contingent upon a number of variable factors (including future or expected crude oil and natural gas pricing considerations), many of which are

difficult to forecast. Management considers these volume forecasts and other factors when developing our forecasted cash flows.

- *Discount rate commensurate with the risks involved.* We apply a discount rate to our cash flows based on a variety of factors, including market and economic conditions, operational risk, regulatory risk and political risk. This discount rate is also compared to recent observable market transactions, if possible. A higher discount rate decreases the net present value of cash flows.
- *Future capital requirements.* These are based on authorized spending and internal forecasts.

Assumptions about the macroeconomic environment are inherently subjective and difficult to forecast. We base our fair value estimates on projected financial information which we believe to be reasonable. However, actual results may differ from these projections.

The need to test for impairment can be based on several indicators, including a significant reduction in prices of or demand for products produced, a weakened outlook for profitability, a significant reduction in pipeline throughput volumes, a significant reduction in natural gas or natural gas liquids processed, a significant reduction in refining margins, other changes to contracts or changes in the regulatory environment. The following sections detail our critical accounting estimates related to impairment assessments for long-lived assets, goodwill and equity method investments.

#### **Long-lived Asset Impairment Assessments**

Long-lived assets used in operations are assessed for impairment whenever changes in facts and circumstances indicate that the carrying value of the assets may not be recoverable based on the expected undiscounted future cash flow of an asset group. For purposes of impairment evaluation, long-lived assets must be grouped at the lowest level for which independent cash flows can be identified, which generally is the refinery and associated distribution system level for Refining & Marketing segment assets, and the plant level or pipeline system level for Midstream segment assets. If the sum of the undiscounted estimated pretax cash flows is less than the carrying value of an asset group, fair value is calculated, and the carrying value is written down to the calculated fair value.

#### **Goodwill Impairment Assessments**

Unlike long-lived assets, goodwill is subject to annual, or more frequent if necessary, impairment testing at the reporting unit level. A goodwill impairment loss is measured as the amount by which a reporting unit's carrying value exceeds its fair value, without exceeding the recorded amount of goodwill.

At December 31, 2023, MPC had four reporting units with goodwill totaling approximately \$8.24 billion. The majority of this balance is comprised of the Midstream reporting units, including \$1.1 billion for the MPLX Crude Gathering reporting unit and \$6.6 billion for the MPLX Transportation & Storage reporting unit. For the annual impairment assessment as of November 30, 2023, management performed only a qualitative assessment for three reporting units as we determined it was more likely than not that the fair value of the reporting units exceeded the carrying value. Significant assumptions used to estimate the reporting units' fair value under a qualitative approach included estimates of future cash flows and market information for comparable assets. A quantitative assessment was performed for the MPLX Crude Gathering reporting unit, which resulted in the fair value of the reporting unit exceeding its carrying value by greater than 10 percent. The fair value of the reporting unit was determined based on applying both a discounted cash flow method (i.e., income approach) as well as a market approach. An increase of one percentage point to the discount rate used to estimate the fair value of the reporting unit would not have resulted in a goodwill impairment charge as of November 30, 2023. Significant assumptions that were used to estimate the Crude Gathering reporting unit's fair values under the discounted cash flow method included management's best estimates of the discount rate, as well as estimates of future cash flows, which are impacted primarily by producer customers' development plans, which impact the reporting unit's future volumes and capital requirements. If estimates for future cash flows were to decline, the overall reporting units' fair values would decrease, resulting in potential goodwill impairment charges. Fair value determinations require considerable judgment and are sensitive to changes in underlying assumptions and factors. As a result, there can be no assurance that the estimates and assumptions made for purposes of the impairment tests will prove to be an accurate prediction of the future.

#### **Equity Method Investment Impairment Assessment**

Equity method investments are assessed for impairment whenever factors indicate an other than temporary loss in value. Factors providing evidence of such a loss include the fair value of an investment that is less than its carrying value, absence of an ability to recover the carrying value or the investee's inability to generate income sufficient to justify our carrying value. At December 31, 2023, we had \$6.26 billion of investments in equity method investments recorded on our consolidated balance sheet.

See Item 8. Financial Statements and Supplementary Data – Note 15 for additional information on our equity method investments. See Item 8. Financial Statements and Supplementary Data – Note 17 for additional information on our goodwill and intangibles, including a table summarizing our recorded goodwill by segment.

## Derivatives

We record all derivative instruments at fair value. Substantially all of our commodity derivatives are cleared through exchanges which provide active trading information for identical derivatives and do not require any assumptions in arriving at fair value. Fair value estimation for all our derivative instruments is discussed in Item 8. Financial Statements and Supplementary Data – Note 18. Additional information about derivatives and their valuation may be found in Item 7A. Quantitative and Qualitative Disclosures about Market Risk.

## Variable Interest Entities

We evaluate all legal entities in which we hold an ownership or other pecuniary interest to determine if the entity is a VIE. Our interests in a VIE are referred to as variable interests. Variable interests can be contractual, ownership or other pecuniary interests in an entity that change with changes in the fair value of the VIE's assets. When we conclude that we hold an interest in a VIE we must determine if we are the entity's primary beneficiary. A primary beneficiary is deemed to have a controlling financial interest in a VIE. This controlling financial interest is evidenced by both (a) the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and (b) the obligation to absorb losses that could potentially be significant to the VIE or the right to receive benefits that could potentially be significant to the VIE. We consolidate any VIE when we determine that we are the primary beneficiary. We must disclose the nature of any interests in a VIE that is not consolidated.

Significant judgment is exercised in determining that a legal entity is a VIE and in evaluating our interest in a VIE. We use primarily a qualitative analysis to determine if an entity is a VIE. We evaluate the entity's need for continuing financial support; the equity holder's lack of a controlling financial interest; and/or if an equity holder's voting interests are disproportionate to its obligation to absorb expected losses or receive residual returns. We evaluate our interests in a VIE to determine whether we are the primary beneficiary. We use a primarily qualitative analysis to determine if we are deemed to have a controlling financial interest in the VIE, either on a standalone basis or as part of a related party group. We continually monitor our interests in legal entities for changes in the design or activities of an entity and changes in our interests, including our status as the primary beneficiary to determine if the changes require us to revise our previous conclusions.

Changes in the design or nature of the activities of a VIE, or our involvement with a VIE, may require us to reconsider our conclusions on the entity's status as a VIE and/or our status as the primary beneficiary. Such reconsideration requires significant judgment and understanding of the organization. This could result in the deconsolidation or consolidation of the affected subsidiary, which would have a significant impact on our financial statements.

Variable Interest Entities are discussed in Item 8. Financial Statements and Supplementary Data – Note 7.

## Pension and Other Postretirement Benefit Obligations

Accounting for pension and other postretirement benefit obligations involves numerous assumptions, the most significant of which relate to the following:

- the discount rate for measuring the present value of future plan obligations;
- the expected long-term return on plan assets;
- the rate of future increases in compensation levels;
- health care cost projections; and
- the mortality table used in determining future plan obligations.

We utilize the work of third-party actuaries to assist in the measurement of these obligations. We have selected different discount rates for each of our pension plans and retiree health and welfare based on the projected benefit payment patterns of each individual plan. The selected rates are compared to various similar bond indexes for reasonableness. In determining the assumed discount rates, we use our third-party actuaries' discount rate models. These models calculate an equivalent single discount rate for the projected benefit plan cash flows using yield curves derived from Aa or higher corporate bond yields. The yield curves represent a series of annualized individual spot discount rates from 0.5 to 99 years. The bonds used have an average rating of Aa or higher from a recognized rating agency and generally only non-callable bonds are included. Outlier bonds that have a yield to maturity that deviate significantly from the average yield within each maturity grouping are not included. Each issue is required to have at least \$300 million par value outstanding.

Of the assumptions used to measure the year-end obligations and estimated annual net periodic benefit cost, the discount rate has the most significant effect on the periodic benefit cost reported for the plans. Decreasing the discount rates of 4.90 percent for our pension plans and 4.80 percent for our other postretirement benefit plans by 0.25 percent would increase pension obligations and other postretirement benefit plan obligations by \$74 million and \$16 million, respectively, and would increase defined benefit pension expense and other postretirement benefit plan expense by \$10 million and less than \$1 million, respectively.

The long-term asset rate of return assumption considers the asset mix of the plans (currently targeted at approximately 50 percent equity securities and 50 percent fixed income securities for the primary funded pension plan), past performance and other factors. Certain components of the asset mix are modeled with various assumptions regarding inflation and returns. In

addition, our long-term asset rate of return assumption is compared to those of other companies and to historical returns for reasonableness. We used the 7.00 percent long-term rate of return to determine our 2023 defined benefit pension expense. After evaluating activity in the capital markets, along with the current and projected plan investments, we decreased the asset rate of return for our primary plan to 6.80 percent effective for 2024. Decreasing the 7.00 percent asset rate of return assumption by 0.25 percentage points would increase our defined benefit pension expense by \$5 million.

Compensation change assumptions are based on historical experience, anticipated future management actions and demographics of the benefit plans.

Health care cost trend assumptions are developed based on historical cost data, the near-term outlook and an assessment of likely long-term trends.

We utilized the 2021 mortality tables from the U.S. Society of Actuaries.

Item 8. Financial Statements and Supplementary Data – Note 25 includes detailed information about the assumptions used to calculate the components of our annual defined benefit pension and other postretirement plan expense, as well as the obligations and accumulated other comprehensive loss reported on the year-end balance sheets.

#### **ACCOUNTING STANDARDS NOT YET ADOPTED**

Refer to Item 8. Financial Statements and Supplementary Data – Note 3 to our audited consolidated financial statements for recently issued financial accounting pronouncements.

### **Item 7A. Quantitative and Qualitative Disclosures about Market Risk**

#### **GENERAL**

We are exposed to market risks related to the volatility of crude oil and refined product prices. We employ various strategies, including the use of commodity derivative instruments, to hedge the risks related to these price fluctuations. We are also exposed to market risks related to changes in interest rates and foreign currency exchange rates. As of December 31, 2023, we did not have any financial derivative instruments to hedge the risks related to interest rate fluctuations; however, we have used them in the past, and we continually monitor the market and our exposure and may enter into these agreements again in the future. We are at risk for changes in fair value of all of our derivative instruments; however, such risk should be mitigated by price or rate changes related to the underlying commodity or financial transaction.

We believe that our use of derivative instruments, along with our risk assessment procedures and internal controls, does not expose us to material adverse consequences. While the use of derivative instruments could materially affect our results of operations in particular quarterly or annual periods, we believe that the use of these instruments will not have a material adverse effect on our financial position or liquidity.

See Item 8. Financial Statements and Supplementary Data – Notes 18 and 19 for more information about the fair value measurement of our derivatives, as well as the amounts recorded in our consolidated balance sheets and statements of income. We do not designate any of our commodity derivative instruments as hedges for accounting purposes.

#### **Commodity Price Risk**

##### **Refining & Marketing**

Our strategy is to obtain competitive prices for our products and allow operating results to reflect market price movements dictated by supply and demand. We use a variety of commodity derivative instruments, including futures, swaps and options, as part of an overall program to hedge commodity price risk. We also do a limited amount of trading not directly related to our physical transactions.

We use derivative instruments related to the acquisition of foreign-sourced crude oil and ethanol blended with refined petroleum products to hedge price risk associated with market volatility between the time we purchase the product and when we use it in the refinery production process or it is blended. In addition, we may use commodity derivative instruments on fixed price contracts for the sale of refined products to hedge risk by converting the refined product sales to market-based prices. The majority of these derivatives are exchange-traded contracts, but we also enter into over-the-counter swaps, options and over-the-counter options. We closely monitor and hedge our exposure to market risk on a daily basis in accordance with policies approved by our board of directors. Our positions are monitored daily by a risk control group to ensure compliance with our stated risk management policy.

## Midstream

NGL and natural gas prices are volatile and are impacted by changes in fundamental supply and demand, as well as market uncertainty, availability of NGL transportation and fractionation capacity and a variety of additional factors that are beyond MPLX's control. MPLX may at times use a variety of commodity derivative instruments, including futures and options, as part of an overall program to economically hedge commodity price risk. A portion of MPLX's profitability is directly affected by prevailing commodity prices primarily as a result of purchasing and selling NGLs and natural gas at index-related prices. To the extent that commodity prices influence the level of drilling by MPLX producer customers, such prices also indirectly affect profitability. MPLX may enter into derivative contracts, which are primarily swaps traded on the OTC market as well as fixed price forward contracts. MPLX's risk management policy does not allow it to enter into speculative positions with its derivative contracts. Execution of MPLX's hedge strategy and the continuous monitoring of commodity markets and its open derivative positions are carried out by its hedge committee, comprised of members of senior management.

To mitigate MPLX's cash flow exposure to fluctuations in the price of NGLs, it may use NGL derivative swap contracts. A small portion of its NGL price exposure may be managed by using crude oil contracts. To mitigate MPLX's cash flow exposure to fluctuations in the price of natural gas, it may use natural gas derivative swap contracts, taking into account the partial offset of its long and short natural gas positions resulting from normal operating activities.

MPLX would be exposed to additional commodity risk in certain situations such as if producers under-deliver or over-deliver products or if processing facilities are operated in different recovery modes. In the event that MPLX has derivative positions in excess of the product delivered or expected to be delivered, the excess derivative positions may be terminated.

MPLX management conducts a standard credit review on counterparties to derivative contracts, and it has provided the counterparties with a guaranty as credit support for its obligations if requested. MPLX uses standardized agreements that allow for offset of certain positive and negative exposures in the event of default or other terminating events, including bankruptcy.

## Open Derivative Positions and Sensitivity Analysis

The following table includes the composition of net losses/gains on our commodity derivative positions for the years ended December 31, 2023 and 2022, respectively.

<i>(Millions of dollars)</i>	2023	2022
Realized gain (loss) on settled derivative positions	\$ 8	\$ (93)
Unrealized gain (loss) on open net derivative positions	(14)	35
Net loss	<u>\$ (6)</u>	<u>\$ (58)</u>

See Item 8. Financial Statements and Supplementary Data – Note 19 for additional information on our open derivative positions at December 31, 2023.

Sensitivity analysis of the incremental effects on income from operations ("IFO") of hypothetical 10 percent and 25 percent increases and decreases in commodity prices for open commodity derivative instruments as of December 31, 2023 is provided in the following table.

<i>(Millions of dollars)</i>	Change in IFO from a Hypothetical Price Increase of		Change in IFO from a Hypothetical Price Decrease of	
	10%	25%	10%	25%
As of December 31, 2023				
Crude	\$ (19)	\$ (47)	\$ 19	\$ 47
Refined products	(1)	(1)	1	1
Blending products	(3)	(7)	3	7
Soybean oil	(12)	(29)	12	29

We remain at risk for possible changes in the market value of commodity derivative instruments; however, such risk should be mitigated by price changes in the underlying physical commodity. Effects of these offsets are not reflected in the above sensitivity analysis.

We evaluate our portfolio of commodity derivative instruments on an ongoing basis and add or revise strategies in anticipation of changes in market conditions and in risk profiles. Changes to the portfolio after December 31, 2023 would cause future IFO effects to differ from those presented above.

## Interest Rate Risk

Our use of fixed or variable-rate debt directly exposes us to interest rate risk. Fixed rate debt, such as our senior notes, exposes us to changes in the fair value of our debt due to changes in market interest rates. Fixed rate debt also exposes us to the risk that we may need to refinance maturing debt with new debt at higher rates or that our current fixed rate debt may be higher than the current market. Variable-rate debt, such as borrowings under our revolving credit facilities, exposes us to short-term changes in market rates that impact our interest expense. See Item 8. Financial Statements and Supplementary Data – Note 20 for additional information on our debt.

Sensitivity analysis of the effect of a hypothetical 100-basis-point change in interest rates on long-term debt, including the portion classified as current and excluding finance leases, as of December 31, 2023 is provided in the following table. The fair value of cash and cash equivalents, receivables, accounts payable and accrued interest approximate carrying value and, in addition to short-term investments which are recorded at fair value, are relatively insensitive to changes in interest rates due to the short-term maturity of the instruments. Accordingly, these instruments are excluded from the table.

(Millions of dollars)	Fair Value <sup>(a)</sup>	Change in Fair Value <sup>(b)</sup>	Change in Net Income for the Year ended December 31, 2023 <sup>(c)</sup>
Long-term debt			
Fixed-rate	\$ 25,690	\$ 2,037	n/a
Variable-rate	—	—	—

<sup>(a)</sup> Fair value was based on market prices, where available, or current borrowing rates for financings with similar terms and maturities.

<sup>(b)</sup> Assumes a 100-basis point decrease in the weighted average yield-to-maturity at December 31, 2023.

<sup>(c)</sup> Assumes a 100-basis-point change in interest rates. The change in net income was based on the weighted average balance of debt outstanding for the year ended December 31, 2023.

See Item 8. Financial Statements and Supplementary Data – Note 18 for additional information on the fair value of our debt.

## Foreign Currency Exchange Rate Risk

We are impacted by foreign exchange rate fluctuations related to some of our purchases of crude oil denominated in Canadian dollars and some of our sales of finished products denominated in Mexican pesos. We did not use derivatives to hedge our market risk exposure to these foreign exchange rate fluctuations in 2023.

## Counterparty Risk

MPLX is subject to risk of loss resulting from nonpayment by its customers to whom it provides services, leases assets, or sells natural gas or NGLs. MPLX believes that certain contracts where it sells NGLs and acts as its producer customers' agent would allow it to pass those losses through to its customers, thus reducing its risk, when it is selling NGLs and acting as its producer customers' agent. Its credit exposure related to these customers is represented by the value of its trade receivables or lease receivables. Where exposed to credit risk, MPLX analyzes the customer's financial condition prior to entering into a transaction or agreement, establishes credit terms and monitors the appropriateness of these terms on an ongoing basis. In the event of a customer default, MPLX may sustain a loss and its cash receipts could be negatively impacted.

We are subject to risk of loss resulting from nonpayment or nonperformance by counterparties to our derivative contracts. Our credit exposure related to commodity derivative instruments is represented by the fair value of contracts with a net positive fair value at the reporting date. Outstanding instruments expose us to credit loss in the event of nonperformance by the counterparties to the agreements. Should the creditworthiness of one or more of our counterparties decline, our ability to mitigate nonperformance risk is limited to a counterparty agreeing to either a voluntary termination and subsequent cash settlement or a novation of the derivative contract to a third party. In the event of a counterparty default, we may sustain a loss and our cash receipts could be negatively impacted.

**Item 8. Financial Statements and Supplementary Data**

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

### **Management's Responsibilities for Financial Statements**

The accompanying consolidated financial statements of Marathon Petroleum Corporation and its subsidiaries ("MPC") are the responsibility of management and have been prepared in conformity with accounting principles generally accepted in the United States of America. They necessarily include some amounts that are based on best judgments and estimates. The financial information displayed in other sections of this Annual Report on Form 10-K is consistent with these consolidated financial statements.

MPC seeks to assure the objectivity and integrity of its financial records by careful selection of its managers, by organizational arrangements that provide an appropriate division of responsibility and by communications programs aimed at assuring that its policies and methods are understood throughout the organization.

The board of directors pursues its oversight role in the area of financial reporting and internal control over financial reporting through its Audit Committee. This committee, composed solely of independent directors, regularly meets (jointly and separately) with the independent registered public accounting firm, management and internal auditors to monitor the proper discharge by each of their responsibilities relative to internal accounting controls and the consolidated financial statements.

/s/ Michael J. Hennigan

*Michael J. Hennigan*  
Chief Executive Officer

/s/ John J. Quaid

*John J. Quaid*  
Executive Vice President and  
Chief Financial Officer

/s/ Erin M. Brzezinski

*Erin M. Brzezinski*  
Vice President and Controller

### **Management's Report on Internal Control over Financial Reporting**

MPC's management is responsible for establishing and maintaining adequate internal control over financial reporting (as defined in Rule 13a-15(f) under the Securities Exchange Act of 1934, as amended). An evaluation of the design and effectiveness of our internal control over financial reporting, based on the framework in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, was conducted under the supervision and with the participation of management, including our chief executive officer and chief financial officer. Based on the results of this evaluation, MPC's management concluded that its internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of MPC's internal control over financial reporting as of December 31, 2023 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm, as stated in their report which is included herein.

/s/ Michael J. Hennigan

*Michael J. Hennigan*  
Chief Executive Officer

/s/ John J. Quaid

*John J. Quaid*  
Executive Vice President and  
Chief Financial Officer



## Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Marathon Petroleum Corporation

### ***Opinions on the Financial Statements and Internal Control over Financial Reporting***

We have audited the accompanying consolidated balance sheets of Marathon Petroleum Corporation and its subsidiaries (the "Company") as of December 31, 2023 and 2022, and the related consolidated statements of income, of comprehensive income, of equity and redeemable noncontrolling interest and of cash flows for each of the three years in the period ended December 31, 2023, including the related notes (collectively referred to as the "consolidated financial statements"). We also have audited the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on criteria established in *Internal Control - Integrated Framework* (2013) issued by the COSO.

### ***Basis for Opinions***

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company's consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

### ***Definition and Limitations of Internal Control over Financial Reporting***

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

### ***Critical Audit Matters***

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or

complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

*Goodwill Impairment Test - Crude Gathering Reporting Unit*

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

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

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

/s/ PricewaterhouseCoopers LLP

Toledo, Ohio

February 28, 2024

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

**Marathon Petroleum Corporation**  
**Consolidated Statements of Income**

*(In millions, except per share data)*

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

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

**Marathon Petroleum Corporation**  
**Consolidated Statements of Comprehensive Income**

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

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

**Marathon Petroleum Corporation**  
**Consolidated Balance Sheets**

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

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

**Marathon Petroleum Corporation**  
**Consolidated Statements of Cash Flows**

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

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

<sup>(a)</sup> Restricted cash is included in other current assets on our consolidated balance sheets.

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

**Marathon Petroleum Corporation**  
**Consolidated Statements of Equity and Redeemable Noncontrolling Interest**

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

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



## **Notes to Consolidated Financial Statements**

### **1. Description of the Business and Basis of Presentation**

#### **Description of the Business**

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

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

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

#### **Basis of Presentation**

All significant intercompany transactions and accounts have been eliminated.

### **2. Summary of Principal Accounting Policies**

#### **Principles Applied in Consolidation**

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

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

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

#### **Use of Estimates**

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

#### **Revenue Recognition**

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

Our revenue recognition patterns are described below by reportable segment:

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

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

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

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

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

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

#### **Cash and Cash Equivalents**

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

#### **Short-Term Investments**

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

#### **Accounts Receivable and Allowance for Doubtful Accounts**

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

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

#### **Leases**

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

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

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

## **Inventories**

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

## **Fair Value**

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

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

## **Derivative Instruments**

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

### ***Derivatives not designated as accounting hedges***

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

### ***Concentrations of credit risk***

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

## **Property, Plant and Equipment**

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

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

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

### **Goodwill and Intangible Assets**

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

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

### **Major Maintenance Activities**

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

### **Environmental Costs**

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

### **Asset Retirement Obligations**

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

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

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

## **Income Taxes**

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

## **Share-Based Compensation Arrangements**

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

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

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

## **Business Combinations**

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

## **Environmental Credits and Obligations**

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

### 3. Accounting Standards

#### Recently Adopted

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

#### Not Yet Adopted

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

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

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

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

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

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

### 4. Short-Term Investments

#### Investments Components

The components of investments were as follows:

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

December 31, 2022							
(Millions of dollars)	Fair Value Level	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-term Investments
<b>Available-for-sale debt securities</b>							
Commercial paper	Level 2	\$ 3,074	\$ —	\$ ( 1 )	\$ 3,073	\$ 1,106	\$ 1,967
Certificates of deposit and time deposits	Level 2	2,093	—	—	2,093	1,500	593
U.S. government securities	Level 1	1,071	—	—	1,071	498	573
Corporate notes and bonds	Level 2	66	—	—	66	54	12
Total available-for-sale debt securities		\$ 6,304	\$ —	\$ ( 1 )	\$ 6,303	\$ 3,158	\$ 3,145
Cash					5,467	5,467	—
Total					\$ 11,770	\$ 8,625	\$ 3,145

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

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

## 5. Discontinued Operations

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

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

### Fuel Supply Agreements

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

## 6. Master Limited Partnership

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

### Unit Repurchase Program

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

Total unit repurchases were as follows for the respective periods:

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

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

## Redemption of the Series B Preferred Units

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

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

## Agreements

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

## Noncontrolling Interest

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

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

## 7. Variable Interest Entities

### Consolidated VIE

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

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

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

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



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

#### Non-Consolidated VIEs

##### **Green Bison Soy Processing, LLC**

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

##### **LF Bioenergy Acquisition**

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

##### **Martinez Renewables LLC**

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

##### **Crowley Coastal Partners**

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

##### **MPLX VIEs**

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

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

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

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

## 8. Related Party Transactions

Transactions with related parties were as follows:

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

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

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

## 9. Earnings Per Share

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

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

### Weighted average common shares outstanding:

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

### Income available to common stockholders per share:

#### Basic:

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

#### Diluted:

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

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

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

## 10. Equity

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

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

Total share repurchases were as follows for the respective periods:

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

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

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

## 11. Segment Information

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

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

Our chief operating decision maker (“CODM”) evaluates the performance of our segments using segment adjusted EBITDA. Our CODM is the chief executive officer.

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

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

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(Millions of dollars)

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

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

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

<sup>(c)</sup> 2021 reflects impairments of equity method investments.

(Millions of dollars)

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

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

(Millions of dollars)

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

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

<sup>(a)</sup> Impairment of equity method investment.

<sup>(b)</sup> 2021 includes an impairment of \$ 56 million.

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

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

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

## 12. Net Interest and Other Financial Costs

Net interest and other financial costs were as follows:

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

<sup>(a)</sup> See Note 25.

### 13. Income Taxes

The provision for income taxes from continuing operations consisted of:

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

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

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

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

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

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

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Deferred tax assets and liabilities resulted from the following:

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

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

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

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

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

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

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

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The following table summarizes the activity in unrecognized tax benefits:

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

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

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

## 14. Inventories

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

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

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

## 15. Equity Method Investments

### MarkWest Torñado GP, L.L.C.

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

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

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



#### **South Texas Gateway Terminal LLC**

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

#### **LF Bioenergy Acquisition**

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

#### **Crowley Ocean Partners**

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

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

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

#### **Martinez Renewables LLC**

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

#### **Watson Cogeneration Company**

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

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

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

<sup>(a)</sup> Some investments included within "Other" have been deemed to be VIEs.

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

<sup>(c)</sup> MPC sold its interest in South Texas Gateway Terminal LLC in 2023.

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

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

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

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

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

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

<sup>(a)</sup> Includes finance leases. See Note 27.

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

## 17. Goodwill and Intangibles

### Goodwill

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

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

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

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

## Intangible Assets

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

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

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

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

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

## 18. Fair Value Measurements

### Fair Values – Recurring

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

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

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

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

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

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

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

(Millions of dollars)	2023	2022
Beginning balance	\$ 61	\$ 108
Unrealized and realized (gain) loss included in net income	11	( 35 )
Settlements of derivative instruments	( 11 )	( 12 )
Ending balance	\$ 61	\$ 61

The amount of total (gain)/loss for the period included in earnings attributable to the change in unrealized (gain)/loss relating to liabilities still held at the end of period:

	\$ 9	\$ ( 33 )
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See Note 19 for the income statement impacts of our derivative instruments.

#### Fair Values – Non-recurring

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

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

## Fair Values – Reported

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

## 19. Derivatives

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

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

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

<sup>(a)</sup> Includes embedded derivatives.

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

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

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

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

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

## 20. Debt

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

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

### Commercial Paper

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

### MPC Senior Notes

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

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

**MPLX Senior Notes**

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

**2023 Activity**

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

**2022 Activity**

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

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

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



## Schedule of Maturities

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

(Millions of dollars)

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

## Available Capacity under our Facilities as of December 31, 2023

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

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

## MPC Bank Revolving Credit Facility

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

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

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

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

## Trade Receivables Securitization Facility

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

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

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

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

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

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

#### **MPLX Bank Revolving Credit Facility**

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

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

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

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

## 21. Revenue

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

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

<sup>(a)</sup> Includes sales-type lease revenue. See Note 27.

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

### Receivables

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

## 22. Supplemental Cash Flow Information

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

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

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

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

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

### 23. Other Current Liabilities

The following summarizes the components of other current liabilities:

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

### 24. Accumulated Other Comprehensive Income (Loss)

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

<i>(Millions of dollars)</i>	Pension Benefits	Other Benefits	Other	Total
Balance as of December 31, 2021	\$ ( 117 )	\$ 49	\$ 1	\$ ( 67 )
Other comprehensive income (loss) before reclassifications, net of tax of \$ 11	( 70 )	129	( 1 )	58
Amounts reclassified from accumulated other comprehensive loss:				
Amortization of prior service credit <sup>(a)</sup>	( 45 )	( 22 )	—	( 67 )
Amortization of actuarial loss <sup>(a)</sup>	4	6	—	10
Settlement loss <sup>(a)</sup>	79	—	—	79
Tax effect	( 14 )	3	—	( 11 )
Other comprehensive income (loss)	( 46 )	116	( 1 )	69
Balance as of December 31, 2022	\$ ( 163 )	\$ 165	\$ —	\$ 2
<i>(Millions of dollars)</i>	Pension Benefits	Other Benefits	Other	Total
Balance as of December 31, 2022	\$ ( 163 )	\$ 165	\$ —	\$ 2
Other comprehensive income (loss) before reclassifications, net of tax of \$( 22 )	( 60 )	( 21 )	2	( 79 )
Amounts reclassified from accumulated other comprehensive loss:				
Amortization of prior service credit <sup>(a)</sup>	( 45 )	( 22 )	—	( 67 )
Amortization of actuarial gain <sup>(a)</sup>	( 5 )	—	—	( 5 )
Settlement gain <sup>(a)</sup>	( 1 )	—	—	( 1 )
Other	—	—	( 1 )	( 1 )
Tax effect	13	7	—	20
Other comprehensive income (loss)	( 98 )	( 36 )	1	( 133 )
Balance as of December 31, 2023	\$ ( 261 )	\$ 129	\$ 1	\$ ( 131 )

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

## 25. Pension and Other Postretirement Benefits

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

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

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

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

### Obligations and Funded Status

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Plan Assumptions

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

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

## Expected Long-term Return on Plan Assets

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

## Assumed Health Care Cost Trend

The following summarizes the assumed health care cost trend rates.

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

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

## Plan Investment Policies and Strategies

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

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

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

#### **Fair Value Measurements**

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

#### ***Cash and cash equivalents***

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

#### ***Equity***

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

#### ***Fixed Income***

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

#### ***Private Equity***

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

#### ***Real Estate***

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

#### ***Other***

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



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

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

## Cash Flows

### Contributions to defined benefit plans

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

### Estimated future benefit payments

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

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

### Contributions to defined contribution plan

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

## Multiemployer Pension Plan

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

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

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

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

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

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

## Multiemployer Health and Welfare Plan

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

## 26. Share-Based Compensation

### Description of the Incentive Plans

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

### Share-Based Awards under the Plans

#### Stock Options

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

### Restricted Stock and Restricted Stock Units

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

### Performance Units and Performance Share Units

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

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

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

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

### Total Share-Based Compensation Expense

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

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

## Stock Option Awards

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

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

<sup>(a)</sup> All options outstanding at December 31, 2023 are fully vested and exercisable.

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

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

## Restricted Stock and Restricted Stock Unit Awards

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

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

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

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

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

## Performance Awards

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

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

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

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

## MPLX Awards

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

## 27. Leases

### Lessee

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

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

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

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

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

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

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

#### Lessor

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

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

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

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

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

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

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

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

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

<sup>(a)</sup> This amount does not include the unguaranteed residual assets.

<sup>(b)</sup> Presented in receivables, net on the consolidated balance sheets.

<sup>(c)</sup> Presented in other noncurrent assets on the consolidated balance sheets.

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

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

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

## 28. Commitments and Contingencies

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

### Environmental Matters

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

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

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

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

### Asset Retirement Obligations

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

### Other Legal Proceedings

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



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

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

#### **Guarantees**

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

#### ***Guarantees related to indebtedness of equity method investees***

##### *LOOP and LOCAP*

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

##### *Dakota Access Pipeline*

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

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

##### *Crowley Blue Water Partners*

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

#### ***Marathon Oil indemnifications***

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

#### ***Other guarantees***

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

#### ***General guarantees associated with dispositions***

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

#### ***Contractual Commitments and Contingencies***

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

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

## **Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None

### **Item 9A. Controls and Procedures**

#### **Disclosure Controls and Procedures**

An evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934, as amended) was carried out under the supervision and with the participation of our management, including our chief executive officer and chief financial officer. Based upon that evaluation, the chief executive officer and chief financial officer concluded that the design and operation of these disclosure controls and procedures were effective as of December 31, 2023, the end of the period covered by this Annual Report on Form 10-K.

#### **Changes in Internal Control over Financial Reporting**

During the quarter ended December 31, 2023, there were no changes in our internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

### **Item 9B. Other Information**

During the quarter ended December 31, 2023, no director or officer (as defined in Rule 16a-1(f) promulgated under the Exchange Act) of MPC adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement" (as each term is defined in Item 408 of Regulation S-K).

### **Item 9C. Disclosures Regarding Foreign Jurisdictions that Prevent Inspections**

Not applicable

## **PART III**

### **Item 10. Directors, Executive Officers and Corporate Governance**

Information concerning our executive officers is included in Part I, Item 1 of this Annual Report on Form 10-K. Information concerning our directors is incorporated by reference to "Corporate Governance—Proposal 1. Election of Directors" in our Proxy Statement for the 2024 Annual Meeting of Shareholders, to be filed with the SEC within 120 days of December 31, 2023 (the "Proxy Statement").

Our Code of Business Conduct, which applies to all of our directors, officers and employees, defines our expectations for ethical decision-making, accountability and responsibility. Our Code of Ethics for Senior Financial Officers, which is specifically applicable to our Chief Executive Officer, Chief Financial Officer, Controller and Treasurer, and other leaders performing similar functions, affirms the principle that the honesty, integrity and sound judgment of our senior executives with responsibility for preparation and certification of our financial statements is essential to the proper functioning and success of our company. These codes are available on our website at [www.marathonpetroleum.com/Investors/Corporate-Governance/](http://www.marathonpetroleum.com/Investors/Corporate-Governance/). We would post on our website any amendments to, or waivers from, either of these codes requiring disclosure under applicable rules within four business days following any such amendment or waiver. Information contained on our website is not incorporated into this Annual Report on Form 10-K or other securities filings.

The other information required by this Item is incorporated by reference to "Corporate Governance—Board Leadership and Function—Board Committees" in our Proxy Statement.

### **Item 11. Executive Compensation**

Information required by this Item is incorporated by reference to "Executive Compensation," "Executive Compensation—Executive Compensation Tables" (excluding the information under the subheading "Pay Versus Performance") and "Corporate Governance—Director Compensation" in our Proxy Statement.

## Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information concerning security ownership of certain beneficial owners and management required by this Item is incorporated by reference to “Other Information—Stock Ownership Information” in our Proxy Statement.

### Securities Authorized for Issuance Under Equity Compensation Plans

The following table provides information as of December 31, 2023 with respect to shares of our common stock that may be issued under the MPC 2021 Plan, the MPC 2012 Plan and the MPC 2011 Plan:

Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights <sup>(a)</sup>	Weighted-average exercise price of outstanding options, warrants and rights <sup>(b)</sup>	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column) <sup>(c)</sup>
Equity compensation plans approved by stockholders	2,484,770	\$ 52.07	19,664,577
Equity compensation plan not approved by stockholders	—	—	—
<b>Total</b>	<b>2,484,770</b>	<b>N/A</b>	<b>19,664,577</b>

<sup>(a)</sup> Includes the following:

- 1,044,011 stock options granted pursuant to the MPC 2012 Plan and not forfeited, cancelled or expired as of December 31, 2023; and
- 1,440,759 restricted stock units granted pursuant to the MPC 2021 Plan, the MPC 2012 Plan and the MPC 2011 Plan for shares unissued and not forfeited, cancelled or expired as of December 31, 2023.

<sup>(b)</sup> Restricted stock, restricted stock units and performance units are not taken into account in the weighted-average exercise price as such awards have no exercise price.

<sup>(c)</sup> Reflects the shares available for issuance pursuant to the MPC 2021 Plan. All granting authority under the MPC 2012 Plan was revoked following the approval of the MPC 2021 Plan by shareholders on April 28, 2021. All granting authority under the MPC 2011 Plan was revoked following the approval of the MPC 2012 Plan by shareholders on April 25, 2012. Shares that (i) relate to grants made pursuant to the MPC 2012 Plan that are forfeited, cancelled or expire unexercised or (ii) are withheld or tendered to satisfy taxes related to vestings of restricted stock units under the MPC 2012 Plan, in each case, become immediately available for issuance under the MPC 2021 Plan.

## Item 13. Certain Relationships and Related Transactions, and Director Independence

Information required by this Item is incorporated by reference to “Other Information—Related Party Transactions” and “Corporate Governance—Board Composition and Director Selection—Director Independence” in our Proxy Statement.

## Item 14. Principal Accountant Fees and Services

Information required by this Item is incorporated by reference to “Audit Matters—Auditor Fees and Services” in our Proxy Statement.

## **PART IV**

### **Item 15. Exhibits and Financial Statement Schedules**

#### **A. Documents Filed as Part of the Report**

1. Financial Statements (see Part II, Item 8. of this Annual Report on Form 10-K regarding financial statements)
2. Financial Statement Schedules

Financial statement schedules required under SEC rules but not included in this Annual Report on Form 10-K are omitted because they are not applicable or the required information is contained in the consolidated financial statements or notes thereto.

3. Exhibits:

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith	Furnished Herewith
		Form	Exhibit	Filing Date	SEC File No.		
<b>2</b>	<b>Plan of Acquisition, Reorganization, Arrangement, Liquidation or Succession</b>						
2.1 †	<a href="#">Purchase and Sale Agreement, dated as of August 2, 2020, by and between MPC, the MPC subsidiaries party thereto and 7-Eleven, Inc.</a>	8-K	2.1	8/3/2020	001-35054		
2.2	<a href="#">Amendment to Purchase and Sale Agreement, dated as of October 16, 2020, by and among MPC, the MPC subsidiaries party thereto and 7-Eleven, Inc.</a>	10-K	2.7	2/26/2021	001-35054		
2.3 †	<a href="#">Amendment No. 2 to Purchase and Sale Agreement, dated as of May 14, 2021, by and among the Company, Sellers and Purchaser</a>	8-K	2.3	5/14/2021	001-35054		
<b>3</b>	<b>Articles of Incorporation and Bylaws</b>						
3.1	<a href="#">Restated Certificate of Incorporation of Marathon Petroleum Corporation, dated April 26, 2023</a>	8-K	3.2	4/27/2023	001-35054		
3.2	<a href="#">Amended and Restated Bylaws of Marathon Petroleum Corporation, dated October 27, 2021</a>	10-Q	3.2	11/2/2021	001-35054		
<b>4</b>	<b>Instruments Defining the Rights of Security Holders, Including Indentures, and Description of Registrant's Securities</b>						
Pursuant to Item 601(b)(4) of Regulation S-K, certain instruments with respect to long-term debt issues have been omitted where the amount of securities authorized under such instruments does not exceed 10 percent of the total consolidated assets of the Registrant. The Registrant hereby agrees to furnish a copy of any such instrument to the Securities and Exchange Commission upon its request.							
4.1	<a href="#">Indenture, dated as of February 1, 2011, between Marathon Petroleum Corporation and The Bank of New York Mellon Trust Company, N.A., as Trustee</a>	10	4.1	3/29/2011	001-35054		
4.2	<a href="#">Indenture, dated February 12, 2015, between MPLX LP and The Bank of New York Mellon Trust Company, N.A., as Trustee</a>	8-K	4.1	2/12/2015	001-35714		
4.3	<a href="#">Description of Securities</a>	10-K	4.3	2/23/2023	001-35054		
<b>10</b>	<b>Material Contracts</b>						
10.1	<a href="#">Omnibus Agreement, dated as of October 31, 2012, among Marathon Petroleum Corporation, Marathon Petroleum Company LP, MPL Investment LLC, MPLX Operations LLC, MPLX Terminal and Storage LLC, MPLX Pipe Line Holdings LP, Marathon Pipe Line LLC, Ohio River Pipe Line LLC, MPLX LP and MPLX GP LLC</a>	8-K	10.2	11/6/2012	001-35054		
10.2 *	<a href="#">Marathon Petroleum Corporation Second Amended and Restated 2011 Incentive Compensation Plan</a>	S-3	4.3	12/7/2011	333-175286		
10.3 *	<a href="#">Marathon Petroleum Corporation Policy for Recoupment of Annual Cash Bonus Amounts</a>	10-K	10.10	2/29/2012	001-35054		
10.4 *	<a href="#">Form of Marathon Petroleum Corporation 2011 Incentive Compensation Plan Supplemental Restricted Stock Unit Award Agreement – Non-Employee Director</a>	10-K	10.22	2/29/2012	001-35054		

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Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith	Furnished Herewith
		Form	Exhibit	Filing Date	SEC File No.		
10.5 *	<a href="#">Marathon Petroleum Corporation Amended and Restated Executive Change in Control Severance Benefits Plan</a>	10-K	10.21	2/28/2018	001-35054		
10.6 *	<a href="#">MPLX LP 2012 Incentive Compensation Plan MPC Non-Employee Director Phantom Unit Award Policy</a>	10-K	10.32	2/28/2013	001-35054		
10.7 *	<a href="#">First Amendment to the Marathon Petroleum Corporation Amended and Restated 2011 Incentive Compensation Plan</a>	10-Q	10.1	8/3/2015	001-35054		
10.8 *	<a href="#">MPLX LP Executive Change in Control Severance Benefits Plan</a>	10-Q	10.4	10/30/2017	001-35054		
10.9 *	<a href="#">MPLX LP 2018 Incentive Compensation Plan</a>	8-K	10.1	3/5/2018	001-35714		
10.10 *	<a href="#">Marathon Petroleum Corporation Deferred Compensation Plan for Non-Employee Directors, as amended and restated January 1, 2019</a>	10-K	10.75	2/28/2019	001-35054		
10.11 *	<a href="#">MPLX LP 2018 Incentive Compensation Plan MPC Non-Employee Director Phantom Unit Award Policy</a>	10-K	10.86	2/28/2019	001-35054		
10.12 *	<a href="#">Amended and Restated Marathon Petroleum Corporation 2012 Incentive Compensation Plan</a>	10-K	10.87	2/28/2019	001-35054		
10.13 *	<a href="#">First Amendment to the Amended and Restated Marathon Petroleum Corporation 2012 Incentive Compensation Plan</a>	10-K	10.84	2/28/2020	001-35054		
10.14 *	<a href="#">Nonqualified Stock Option Award Agreement - Officer</a>	10-Q	10.2	5/9/2019	001-35054		
10.15 *	<a href="#">Form of 2020 Officer Stock Option Award Agreement</a>	10-Q	10.3	5/7/2020	001-35054		
10.16 *	<a href="#">Aircraft Time Sharing Agreement, dated as of December 29, 2020, by and between Marathon Petroleum Company LP and Michael J. Hennigan</a>	10-K	10.67	2/26/2021	001-35054		
10.17 *	<a href="#">Form of 2021 MPC Officer RSU Award Agreement</a>	10-K	10.69	2/26/2021	001-35054		
10.18 *	<a href="#">Form of 2021 MPC Performance Share Unit Award Agreement 2021 - 2023 Performance Cycle</a>	10-K	10.70	2/26/2021	001-35054		
10.19 *	<a href="#">Form of 2021 MPLX LP Phantom Unit Award Agreement - MPC Officer</a>	10-K	10.71	2/26/2021	001-35054		
10.20 *	<a href="#">Marathon Petroleum Executive Deferred Compensation Plan, effective January 1, 2021</a>	10-K	10.73	2/26/2021	001-35054		
10.21 *	<a href="#">Marathon Petroleum Executive Deferred Compensation Plan Adoption Agreement, effective January 1, 2021</a>	10-K	10.74	2/26/2021	001-35054		
10.22 *	<a href="#">Form of 2021 MPC Restricted Stock Unit Award – Broad-Based Employees</a>	10-K	10.75	2/26/2021	001-35054		
10.23 *	<a href="#">Form of 2021 MPC Performance Share Unit Award Agreement – 2021-2023 Performance Cycle – Broad-Based Employees</a>	10-K	10.76	2/26/2021	001-35054		
10.24 *	<a href="#">Marathon Petroleum Corporation 2021 Incentive Compensation Plan</a>	8-K	10.1	5/4/2021	001-35054		
10.25 *	<a href="#">Form of 2022 MPC Officer Performance Unit Award Agreement – 2022-2024 Performance Cycle</a>	10-K	10.64	2/24/2022	001-35054		
10.26 *	<a href="#">Form of 2022 MPC Officer RSU Award Agreement – 3-year Pro Rata Vesting</a>	10-Q	10.5	5/3/2022	001-35054		





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Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith	Furnished Herewith
		Form	Exhibit	Filing Date	SEC File No.		
10.27	<a href="#">Revolving Credit Agreement, dated as of July 7, 2022, by and among Marathon Petroleum Corporation, as borrower, JPMorgan Chase Bank, N.A., as administrative agent, each of JPMorgan Chase Bank, N.A., Wells Fargo Securities, LLC, Barclays Bank PLC, BofA Securities, Inc., Citibank, N.A., Mizuho Bank, Ltd., MUFG Bank, Ltd., RBC Capital Markets, and TD Securities (USA) LLC, as joint lead arrangers and joint bookrunners, Wells Fargo Bank, National Association, as syndication agent, each of Bank of America, N.A., Barclays Bank PLC, Citibank, N.A., Mizuho Bank, Ltd., MUFG Bank, Ltd., Royal Bank of Canada and The Toronto-Dominion Bank, New York Branch, as documentation agents, and the other lenders and issuing banks that are parties thereto</a>	8-K	10.1	7/12/2022	001-35054		
10.28	<a href="#">Revolving Credit Agreement, dated as of July 7, 2022, by and among MPLX LP, as borrower, Wells Fargo Bank, National Association, as administrative agent, each of Wells Fargo Securities, LLC, JPMorgan Chase Bank, N.A., Barclays Bank PLC, BofA Securities, Inc., Citibank, N.A., Mizuho Bank, Ltd., MUFG Bank, Ltd., RBC Capital Markets and TD Securities (USA) LLC, as joint lead arrangers and joint bookrunners, JPMorgan Chase Bank, N.A., as syndication agent, each of Bank of America, N.A., Barclays Bank PLC, Citibank, N.A., Mizuho Bank, Ltd., MUFG Bank, Ltd., Royal Bank of Canada and The Toronto-Dominion Bank, New York Branch, as documentation agents, and the other lenders and issuing banks that are parties thereto</a>	8-K	10.2	7/12/2022	001-35054		
10.29 *	<a href="#">2023 Marathon Petroleum Annual Cash Bonus Program</a>	10-K	10.47	2/23/2023	001-35054		
10.30 *	<a href="#">Form of 2023 MPC Officer Performance Share Unit Award Agreement – 2023-2025 Performance Period</a>	10-K	10.48	2/23/2023	001-35054		
10.31 *	<a href="#">Form of 2023 MPC Officer RSU Award Agreement - 2021 Plan</a>	10-K	10.49	2/23/2023	001-35054		
10.32 *	<a href="#">Marathon Petroleum Thrift Plan, as amended and restated effective January 1, 2023</a>	10-K	10.50	2/23/2023	001-35054		
10.33 *	<a href="#">Form of 2023 MPLX Phantom Unit Award Agreement</a>	10-K	10.52	2/23/2023	001-35054		
10.34 *	<a href="#">First Amendment to the Marathon Petroleum Thrift Plan</a>	10-Q	10.3	5/2/2023	001-35054		
10.35 *	<a href="#">Second Amendment to the Marathon Petroleum Thrift Plan</a>	10-Q	10.1	8/1/2023	001-35054		
10.36 *	<a href="#">Third Amendment to the Marathon Petroleum Thrift Plan</a>					X	
10.37 *	<a href="#">Fourth Amendment to the Marathon Petroleum Thrift Plan</a>					X	
10.38 *	<a href="#">MPLX 2012 Incentive Compensation Plan</a>	10-K	10.26	3/25/2013	001-35714		
10.39 *	<a href="#">Form of 2022 MPLX Phantom Unit Award Agreement</a>	10-Q	10.1	5/3/2022	001-35714		
10.40 *	<a href="#">First Amendment to the MPLX 2018 Incentive Compensation Plan</a>	10-K	10.75	2/28/2020	001-35714		
10.41 *	<a href="#">Form of MPC Officer Performance Unit Award Agreement – 2024-2026 Performance Cycle</a>					X	
10.42 *	<a href="#">Form of 2024 MPC Officer RSU Award Agreement</a>					X	
10.43 *	<a href="#">2024 Marathon Petroleum Annual Cash Bonus Program</a>					X	

10.44 *	<a href="#">Marathon Petroleum Deferred Compensation Plan (as amended and restated effective December 31, 2023)</a>	X
10.45 *	<a href="#">Marathon Petroleum Excess Benefit Plan (as amended and restated effective December 31, 2023)</a>	X
21.1	<a href="#">List of Subsidiaries</a>	X

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Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith	Furnished Herewith
		Form	Exhibit	Filing Date	SEC File No.		
23.1	<a href="#">Consent of Independent Registered Public Accounting Firm</a>					X	
24.1	<a href="#">Power of Attorney of Directors and Officers of Marathon Petroleum Corporation</a>					X	
31.1	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13(a)-14 and 15(d)-14 under the Securities Exchange Act of 1934.</a>					X	
31.2	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13(a)-14 and 15(d)-14 under the Securities Exchange Act of 1934.</a>					X	
32.1	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350.</a>						X
32.2	<a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350.</a>						X
97.1	<a href="#">Marathon Petroleum Corporation Officer Compensation Clawback Policy</a>					X	
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded with the Inline XBRL document.					X	
101.SCH	Inline XBRL Taxonomy Extension Schema Document.					X	
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.					X	
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.					X	
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.					X	
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.					X	
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).						

† The exhibits and schedules have been omitted pursuant to Item 601(b)(2) of Regulation S-K and will be provided to the Securities and Exchange Commission upon request.

\* Indicates management contract or compensatory plan, contract or arrangement in which one or more directors or executive officers of the Registrant may be participants.

## SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 28, 2024

MARATHON PETROLEUM CORPORATION

By: /s/ Erin M. Brzezinski

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Erin M. Brzezinski  
Vice President and Controller

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Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on February 28, 2024 on behalf of the registrant and in the capacities indicated.

Signature	Title
/s/ Michael J. Hennigan	Director and Chief Executive Officer
Michael J. Hennigan	(principal executive officer)
/s/ John J. Quaid	Executive Vice President and Chief Financial Officer
John J. Quaid	(principal financial officer)
/s/ Erin M. Brzezinski	Vice President and Controller
Erin M. Brzezinski	(principal accounting officer)
*	
Abdulaziz F. Alkhayyal	Director
*	
Evan Bayh	Director
*	
Charles E. Bunch	Director
*	
Jonathan Z. Cohen	Director
*	
Edward G. Galante	Director
*	
Kim K.W. Rucker	Director
*	
Frank M. Semple	Director
*	
J. Michael Stice	Director
*	
John P. Surma	Chairman of the Board
*	
Susan Tomasky	Director

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\* The undersigned, by signing his name hereto, does sign and execute this report pursuant to the Power of Attorney executed by the above-named directors and officers of the registrant, which is being filed herewith on behalf of such directors and officers.

By: /s/ Michael J. Hennigan

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February 28, 2024

Michael J. Hennigan  
Attorney-in-Fact

**THIRD AMENDMENT TO THE  
MARATHON PETROLEUM THRIFT PLAN**

Pursuant to the powers of amendment reserved under Section 24.01 of the Marathon Petroleum Thrift Plan, as amended and restated effective as of January 1, 2023 (the "Plan"), the Plan is amended, effective as of June 20, 2023, as follows:

**FIRST AND ONLY CHANGE**

Section 21.01 is hereby amended, effective June 20, 2023, by deleting the first sentence of this Section and replacing it with the following:

Duane F. Boecker shall serve as Plan Administrator.

The Plan, as amended by the foregoing changes, is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned officer has caused this Amendment to be executed effective as of the date specified above.

/s/ Fiona C. Laird

By: Fiona C. Laird

Its: Chief Human Resources Officer and  
Senior Vice President Communications  
Marathon Petroleum Corporation

Date Signed: 07-10-2023



**FOURTH AMENDMENT TO THE  
MARATHON PETROLEUM THRIFT PLAN**

Pursuant to the powers of amendment reserved under Section 24.01 of the Marathon Petroleum Thrift Plan, as amended and restated effective as of January 1, 2023, and as thereafter amended from time to time (the "Plan"), the Plan is amended, effective January 1, 2024, in good faith to implement the increased permissible involuntary distribution cash-out limit for distributions occurring after December 31, 2023, as permitted by Section 304 of the SECURE 2.0 Act of 2022 and the associated revised provisions of the Internal Revenue Code of 1986 and the Employee Retirement Income Security Act of 1974, as follows:

**FIRST CHANGE**

The following provisions of the Primary Plan are amended to replace the references to \$5,000 therein with \$7,000:

- Article IV at paragraphs C., D.1., D.2., D.3., and D.4.; and
- Article XIV at Sections 14.02.A., 14.02.C., at the first, second and fourth flush paragraphs following paragraph C.; and
- Section 15.04.

**SECOND CHANGE**

The following provisions of the Speedway Component are amended to replace the references to \$5,000 therein with \$7,000:

- Section 1.1(18);
- Sections 8.2(1)(a), 8.2(1)(c), and 8.2(2);
- Section 8.8; and
- Section 8.10.

The Plan, as amended by the foregoing changes, is ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned officer has caused this Amendment to be executed effective as of the date specified above.

/s/ Fiona C. Laird

By: Fiona C. Laird

Titles: Chief Human Resources Officer and  
Senior Vice President Communications  
Marathon Petroleum Corporation, and Senior  
Vice President MPC Investment LLC

Date Signed: 12-07-2023

**MARATHON PETROLEUM CORPORATION**  
**PERFORMANCE SHARE UNIT AWARD AGREEMENT**  
**2024 – 2026 PERFORMANCE PERIOD**

**SENIOR LEADERS (CEO, DESIGNATED POSITIONS & EXECUTIVE RESOURCES)**

As evidenced by this Award Agreement and under the Marathon Petroleum Corporation 2021 Incentive Compensation Plan (the “Plan”), Marathon Petroleum Corporation (the “Company”) has granted to **{Participant Name}** (the “Participant”), an employee of the Company or a Subsidiary, on **{Grant Date}** (the “Grant Date”), **{Number of Awards Granted}** Performance Share Units (the “Performance Award” or “Award”), conditioned on the Company’s TSR ranking relative to the Peer Group for the Performance Period as established by the Compensation and Organization Development Committee of the Board of Directors of the Company (which is the “Committee” as defined in the Plan), and as set forth herein. This Performance Award is subject to the following terms and conditions:

- 1. Relationship to the Plan.** This Award is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, that have been adopted by the Committee. Except as otherwise defined in this Award Agreement, capitalized terms shall have the same meanings given to them under the Plan. To the extent that any provision of this Award Agreement conflicts with the express terms of the Plan, the terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan. References to the Participant also include the heirs or other legal representatives of the Participant.
- 2. Forfeiture of Performance Share Units if Award Not Timely Accepted.** This Award is conditioned upon and subject to the Participant accepting the Award by signing and delivering to the Company this Award Agreement, or otherwise electronically accepting the Award in such manner as the Committee may in its discretion determine, no later than 11 months after the Grant Date. If the Participant does not timely accept this Award, all Performance Share Units subject to this Award shall be forfeited to the Company. In the event of the Participant's death or incapacitation prior to accepting the Award, the Company shall deem the Award as being accepted by the Participant. By accepting this Award, the Participant agrees to all of the terms and conditions of this Award, and consents to be bound by the terms of the Clawback Policy defined in Paragraph 11 to the extent applicable to the Participant under such policy.
- 3. Determination of Payout Percentage.** As soon as administratively feasible following the end of the Performance Period, the Committee shall determine and certify the TSR Performance Percentile and the resulting Payout Percentage as follows (using straight-line interpolation between the 30th percentile and the 50th percentile and between the 50th percentile and the 100th percentile):

TSR Performance Percentile	Payout Percentage
Ranked below 30 <sup>th</sup> percentile	0%
Ranked at 30 <sup>th</sup> percentile	50%
Ranked at 50 <sup>th</sup> percentile	100%
Ranked at the 100 <sup>th</sup> percentile	200%

Notwithstanding anything in this Award Agreement to the contrary, if the Company's TSR calculated for the Performance Period is negative, then the Payout Percentage shall not exceed 100% regardless of the TSR Performance Percentile.

Notwithstanding anything in this Award Agreement to the contrary, the Committee has the sole and absolute authority and discretion to reduce the Payout Percentage as it may deem appropriate.

**4. Vesting and Payment of Performance Share Units.** Unless the Participant's right to the Performance Share Units is previously forfeited or vested and payable in accordance with Paragraphs 5, 6, 7, 8 or 9, the Participant shall vest in the Performance Share Units on the Performance Period End Date, provided the Participant has been in continuous Employment from the Grant Date to and including the Performance Period End Date, and the Participant shall be entitled to receive a payment equal to the Payout Value. The Payout Value shall be paid in cash as soon as administratively feasible following the Committee's determination under Paragraph 3 and, in any event, between January 1 and March 15 immediately following the end of the Performance Period. If, in accordance with the Committee's determination under Paragraph 3, the Payout Value is zero, the Participant shall immediately forfeit any and all rights to the Performance Share Units. Upon the vesting and/or forfeiture of the Performance Share Units pursuant to this Paragraph 4 and the making of the related cash payment, if any, the rights of the Participant and the obligations of the Company under this Award Agreement shall be satisfied in full. Notwithstanding the preceding sentence of this Paragraph 4, in the event of the Participant's death, any cash payment that is otherwise deliverable under this Award will be distributed to the correlated brokerage account (or the SPS Participant Trust if an international employee) and will be subject to the designated beneficiary on file and then in effect with the recordkeeper for such brokerage (or the SPS Participant Trust, where applicable), or in the absence of a designated beneficiary, to the executor or administrator of the estate.

**5. Termination of Employment.** Except as provided in Paragraphs 6, 7, 8 or 9, if the Participant's Employment terminates prior to the Performance Period End Date, the Participant's right to the Performance Share Units shall be forfeited in its entirety as of the date of such termination, and the rights of the Participant and the obligations of the Company under this Award Agreement shall be terminated.

**6. Death.** Except as provided in Paragraphs 7 and 8, in the event of the Participant's death prior to the Performance Period End Date, the Performance Share Units shall vest in full as of the date of the Participant's death, the Payout Percentage shall be 100%, the Payout Value shall be determined as of the date of the Participant's death and shall be paid in cash within 60 days of the Participant's date of death, and such vesting and payment shall satisfy the rights of the Participant and the obligations of the Company under this Award Agreement in full.

**7. Approved Separation.** In the event of the Participant's Approved Separation prior to the Performance Period End Date, the Performance Share Units shall vest in full as of the date of the Approved Separation, and such vested Performance Share Units shall be determined and paid as otherwise provided in Paragraphs 3 and 4. The death of the Participant following the Participant's Approved Separation shall have no effect on this Paragraph 7.

**8. Qualified Termination.** In the event of the Participant's termination of Employment on account of a Qualified Termination prior to the Performance Period End Date, the Performance Share Units shall vest in full as of the date of the Qualified Termination, the Payout Percentage shall be 100%, and such vested Performance Share Units shall be determined and paid as otherwise provided in Paragraph 4. The death of the Participant following the Participant's termination of Employment on account of a Qualified Termination shall have no effect on this Paragraph 8.

**9. Mandatory Retirement.** In the event of the Participant's termination of Employment on account of Mandatory Retirement prior to the Performance Period End Date, the Performance Share Units shall vest in full as of the date of Mandatory Retirement, and such vested Performance Share Units shall be determined and paid as otherwise provided in Paragraphs 3 and 4. The death of the Participant following the Participant's termination of Employment on account of Mandatory Retirement shall have no effect on this Paragraph 9.

**10. Conditions Precedent.** This Paragraph 10 shall apply to this Award notwithstanding any other provision of this Award Agreement to the contrary. The Participant's services to the Company and its Subsidiaries are unique, extraordinary and essential to the business of the Company and its Subsidiaries, particularly in view of the Participant's access to the Company's or its Subsidiaries' confidential information and trade secrets. Accordingly, in consideration of this Award Agreement and by accepting this Award, the Participant agrees that in order to otherwise vest in any right to payment of Performance Share Units under this Award, the Participant must satisfy the following conditions to and including the vesting date under this Award:

(a) The Participant agrees that the Participant will not, without the prior written approval of the Board, at any time during the term of the Participant's Employment and for a period of one year following the date on which the Participant's Employment terminates (the "Restricted Period"), 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): BP p.l.c.; Chevron Corporation; ExxonMobil Corporation; HF Sinclair Corporation; PBF Energy Inc.; Phillips 66; Valero Energy Corporation; Buckeye Partners, L.P.; DCP Midstream Partners, LP; Enterprise Products Partners, L.P.; Genesis Energy, L.P.; Holly Energy Partners L.P.; Magellan Midstream Partners, L.P.; Plains All American Pipeline, L.P.; and Western Midstream Partners, LP, or otherwise engage in any business activity directly or indirectly competitive with the business of the Company or any of its Subsidiaries as in effect from time to time.

(b) The Participant agrees that during the term of the Participant's Employment and for a period of one year following the date on which the Participant's Employment terminates, the Participant will not, alone or in conjunction with another party, hire, solicit for hire, aid in or facilitate the hire, or cause to be hired, either as an employee, contractor or consultant, any individual who is currently engaged, or was engaged at any time during the

six month period prior such event, as an employee, contractor or consultant of the Company or any of its Subsidiaries.

(c) The Participant agrees that the Participant may not, either during the Participant's Employment or thereafter, make or encourage others to make any public statement or release any information or otherwise engage in any conduct that is intended to, or reasonably could be foreseen to, embarrass, criticize or harm the reputation or goodwill of the Company or any of its Subsidiaries, or any of their employees, directors or shareholders; provided, that this shall not preclude the Participant from reporting to the Company's management or directors or to the government or a government agency or regulator (including the U.S. Securities and Exchange Commission) conduct the Participant believes to be in violation of the law (including any possible violation of a U.S. securities law) or the Company's Code of Business Conduct or responding truthfully to questions or requests for information to a government agency or regulator (including the U.S. Securities and Exchange Commission) or in a court of law in connection with a legal or regulatory investigation or proceeding.

(d) The Participant agrees and understands that the Company and its Subsidiaries own and/or control information and material which is not generally available to third parties and which the Company or its Subsidiaries consider confidential, including, without limitation, methods, products, processes, customer lists, trade secrets and other information applicable to its business and that it may from time to time acquire, improve or produce additional methods, products, processes, customers lists, trade secrets and other information (collectively, the "Confidential Information"). The Participant acknowledges that each element of the Confidential Information constitutes a unique and valuable asset of the Company and its Subsidiaries, and that certain items of the Confidential Information have been acquired from third parties upon the express condition that such items would not be disclosed to the Company or a Subsidiary and the officers and agents thereof other than in the ordinary course of business. The Participant acknowledges that disclosure of the Confidential Information to and/or use by anyone other than in the Company's or its Subsidiaries' ordinary course of business would result in irreparable and continuing damage to the Company and its Subsidiaries. Accordingly, the Participant agrees to hold the Confidential Information in the strictest secrecy, and covenants that, during the term of the Participant's Employment or at any time thereafter, the Participant will not, without the prior written consent of the Board, directly or indirectly, allow any element of the Confidential Information to be disclosed, published or used, nor permit the Confidential Information to be discussed, published or used, either by the Participant or by any third parties, except in effecting the Participant's duties for the Company and its Subsidiaries in the ordinary course of business; provided that this shall not preclude the Participant from disclosing Confidential Information pursuant to the reporting to the Company's management or directors or to the government or a government agency or regulator (including the U.S. Securities and Exchange Commission) conduct the Participant believes to be in violation of the law (including any possible violation of a U.S. securities law) or the Company's Code of Business Conduct or responding truthfully to questions or requests for information to a government agency or regulator (including the U.S. Securities and Exchange Commission) or in a court of law in connection with a legal or regulatory investigation or proceeding.

(e) The Participant agrees that in addition to the forfeiture provisions otherwise provided for in this Award Agreement, upon the Participant's failure to satisfy in any respect of any of the conditions described in

Paragraphs 10(a), (b), (c) or (d), any unvested or unpaid portion of this Award (including any otherwise vested, but unpaid portion of this Award) at the time of such failure shall be forfeited, and the rights of the Participant and the obligations of the Company under this Award Agreement shall be satisfied in full, in each case to the extent permitted by applicable law.

**11. Award Subject to Clawback Policy.** This Award, and any Performance Share Units vested and any Payout Value paid under this Award, is subject to the Marathon Petroleum Corporation Officer Compensation Clawback Policy, effective October 2, 2023, and as thereafter in effect from time to time (the "Clawback Policy"), including, but not limited to, forfeiture and other recoupment as may be determined and applied with respect to the Participant and the Award pursuant to the Clawback Policy. This Paragraph 11 shall apply notwithstanding any provision of this Award Agreement to the contrary and is meant to provide the Company with rights in addition to any other remedy which may exist in law or in equity. Notwithstanding the foregoing or any other provision of this Award Agreement to the contrary, and to the extent not otherwise provided in the Clawback Policy, the Participant agrees that the Company may also require that the Participant repay to the Company any compensation paid to the Participant under this Award Agreement as required by any other "clawback" provisions under applicable law.

**12. Taxes.** Pursuant to the applicable provisions of the Plan, the Company or its designated representative shall have the right to withhold applicable taxes from the cash otherwise payable to the Participant, or from other compensation payable to the Participant (to the extent consistent with Section 409A of the Code), at the time of the vesting and delivery of such cash payment.

**13. Nonassignability.** Upon the Participant's death, the Performance Share Units under this Award Agreement shall be transferred to the Participant's designated beneficiary, personal representative or estate as provided in Paragraph 4. Otherwise, the Participant may not sell, transfer, assign, pledge or otherwise encumber any portion of the Performance Share Units, and any attempt to sell, transfer, assign, pledge, or encumber any portion of the Performance Share Units shall have no effect.

**14. No Employment Guaranteed.** Nothing in this Award Agreement shall give the Participant any rights to (or impose any obligations for) continued Employment by the Company or any affiliate thereof or successor thereto, nor shall it give such entities any rights (or impose any obligations) with respect to continued performance of duties by the Participant.

**15. Modification of Agreement.** Any modification of this Award Agreement shall be binding only if evidenced in writing and signed by an authorized representative of the Company, provided that no modification may, without the consent of the Participant, adversely affect the rights of the Participant hereunder.

**16. Specified Employee; Section 409A of the Code.** Notwithstanding any other provision of this Award Agreement to the contrary, if the Participant is a "specified employee" within the meaning of Section 409A of the Code as determined by the Company in accordance with its established policy, any settlement of any amount described in this Award Agreement which would be a payment of deferred compensation within the meaning of Section 409A of the Code with respect to the Participant as a result of the Participant's "separation from service" as

defined under Section 409A of the Code (other than as a result of death) and which would otherwise be paid within six months of the Participant's separation from service shall be paid on the date that is one day after the earlier of (i) the date that is six months after the Participant's separation from service or (ii) the date that otherwise complies with the requirements of Section 409A of the Code. The payment of each amount under this Award Agreement is deemed as a "separate payment" for purposes of Section 409A of the Code. For all purposes under this Award, "termination of Employment" and similar terms shall mean "separation from service" as defined and determined under Section 409A of the Code.

**17. Definitions.** For purposes of this Award Agreement:

**"Approved Separation"** means termination of Employment on or after the date the Participant has attained age 55 and completed five years of Employment, provided, that, the termination of Employment occurs no earlier than the later of: (a) six month anniversary of the Grant Date; and (b) 90 days after the Participant has provided notice to the Committee or its delegate of the date of his or her termination of Employment. The Committee may, in its sole discretion, waive the notice requirement under clause (b) of the preceding sentence if the Participant is an Employee under its purview for the grant and administration of the Award, and the Chief Executive Officer of the Company may, in his or her sole discretion, waive the notice requirement under clause (b) of the preceding sentence if the Participant is an Employee not under the Committee's purview for the grant and administration of the Award.

**"Beginning Stock Price"** means the average of the daily closing price of a Share for the trading days in the 30 calendar days immediately prior to the commencement of the Performance Period, historically adjusted, if necessary, for any stock split, stock dividend, recapitalizations, or similar corporate events that occur during Performance Period.

**"Change in Control"** for purposes of this Award Agreement shall have the same definition as under the Marathon Petroleum Corporation Amended and Restated Executive Change in Control Severance Benefits Plan, as in effect on the Grant Date, and such definition and associated terms are hereby incorporated into this Award Agreement by reference.

**"Compensation Reference Group"** means 3M Company, Archer-Daniels-Midland Company, Bunge Limited, Caterpillar Inc., Cencora, Inc., ConocoPhillips, Cummins Inc., Dow Inc., DuPont de Nemours, Inc., EOG Resources, Inc., FedEx Corporation, Ford Motor Company, General Dynamics Corporation, General Motors Company, Honeywell International Inc., Lockheed Martin Corporation, LyondellBasell Industries N.V., McKesson Corporation, Phillips 66, PPG Industries, Inc., RTX Corporation, United Parcel Service, Inc., and Valero Energy Corporation.

**"Employment"** means employment with the Company or any of its Subsidiaries. For purposes of this Award Agreement, Employment shall also include any period of time during which the Participant is on Disability status. The length of any period of Employment shall be determined by the Company or the Subsidiary that either (a) employs the Participant or (b) employed the Participant immediately prior to the Participant's termination of Employment.

**"Ending Stock Price"** means the average of the daily closing price of a Share for the trading days in the final 30 calendar days of the Performance Period.

**"Mandatory Retirement"** means, as determined by the Board of Directors of the Company (or its delegate), a Participant's mandatory retirement under Marathon Petroleum Corporation's Mandatory Retirement Policy, or equivalent thereto, provided such Mandatory Retirement constitutes a separation from service within the meaning of Section 409A of the Code.

**"Payout Percentage"** means the percentage (from 0% to 200%) determined by the Committee in accordance with the procedures set forth in Paragraph 3, which shall be used to determine the Payout Value.

**"Payout Value"** means the product of: (a) the Payout Percentage as determined in Paragraph 3; (b) the number of vested Performance Share Units; and (c) the average of the daily closing price of a Share for the trading days in the final 30 calendar days of the Performance Period, provided, that in the event of the Participant's death, the Fair Market Value of one Share on the date of the Participant's death shall be used.

**"Peer Group"** means the group of companies that are pre-established by the Committee which principally represent a group of selected peers, or such other group of companies as selected and pre-established by the Committee. For this Award, the Committee has determined that the Peer Group is BP p.l.c., Chevron Corporation, CVR Energy, Inc, Delek US Holdings, Inc., ExxonMobil Corporation, HF Sinclair Corporation, PBF Energy Inc., Phillips 66, Valero Energy Corporation, the S&P 500 Index, the Alerian MLP Index, and one company from the Compensation Reference Group. The company from the Compensation Reference Group will be determined by selecting the median company when ranking the Compensation Reference Group by TSR in descending order for the Performance Period. Such pre-established Peer Group is subject to the following adjustments:

- (a) If a member of the Peer Group is substantially acquired by another company, the acquired Peer Group company will be removed from the Peer Group for the Performance Period.
- (b) If a member of the Peer Group sells, spins-off, or disposes of a portion of its business, then such Peer Group company will remain in the Peer Group for the Performance Period unless such disposition(s) results in the disposition of more than 50% of such company's total assets during the Performance Period.
- (c) If a member of the Peer Group acquires another company, the acquiring Peer Group company will remain in the Peer Group for the Performance Period, unless the newly formed company's primary business no longer satisfies the criteria for which such member was originally selected as a member of the Peer Group, then in such case the company shall be removed from the Peer Group.
- (d) If a member of the Peer Group is delisted on all major U.S. stock exchanges, or is no longer publicly-traded, such company will be removed from the Peer Group for the Performance Period.
- (e) If a member of the Peer Group splits its stock, such company's TSR performance will be adjusted for the stock split so as not to give an advantage or disadvantage to such company by comparison to the other companies.
- (f) Members of the Peer Group that file for bankruptcy, liquidation or reorganization during the Performance Period will remain in the Peer Group positioned below the lowest performing non-bankrupt member of the Peer Group for the Performance Period.



In addition, the Committee shall have the discretionary authority to make other appropriate adjustments in response to a change in circumstances after the commencement of the Performance Period that results in a member of the Peer Group no longer satisfying the criteria for which such member was originally selected.

**"Performance Period"** means the period beginning on January 1, 2024, and ending at the close of December 31, 2026.

**"Performance Period End Date"** means and is December 31, 2026.

**"Performance Share Unit"** for purposes of this Award Agreement means a "Performance Unit" as defined under the Plan.

**"Qualified Termination"** for purposes of this Award Agreement shall have the same definition as under the Marathon Petroleum Corporation Amended and Restated Executive Change in Control Severance Benefits Plan, as in effect on the Grant Date, and such definition and associated terms are hereby incorporated into this Award Agreement by reference.

**"Total Shareholder Return" or "TSR"** means for the Company and each entity in the Peer Group, the number derived using the following formula:

$$\frac{(\text{Ending Stock Price} - \text{Beginning Stock Price}) + \text{Cumulative Dividends}}{\text{Beginning Stock Price}}$$

**"TSR Performance Percentile"** means the percentile ranking of the Company's Total Shareholder Return for the Performance Period among the Total Shareholder Returns of the Peer Group companies, ranked in descending order.

Marathon Petroleum Corporation

By: /s/ Fiona C. Laird

\_\_\_\_\_  
Authorized Officer

**MARATHON PETROLEUM CORPORATION  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

**SENIOR LEADERS (CEO, DESIGNATED POSITIONS & EXECUTIVE RESOURCES)  
(3-Year Pro Rata Vesting)**

As evidenced by this Award Agreement and under the Marathon Petroleum Corporation 2021 Incentive Compensation Plan (the "Plan"), Marathon Petroleum Corporation (the "Company") has granted to **{Participant Name}** (the "Participant"), an employee of the Company or a Subsidiary, on **{Grant Date}** (the "Grant Date"), **{Number of Awards Granted}** Restricted Stock Units (the "Restricted Stock Unit Award" or "Award"). The number of Restricted Stock Units awarded is subject to adjustment as provided in the Plan, and the Restricted Stock Units are subject to the following terms and conditions:

**1. Relationship to the Plan.** This Award is subject to all of the terms, conditions and provisions of the Plan and administrative interpretations thereunder, if any, that have been adopted by the Committee. Except as otherwise defined in this Award Agreement, capitalized terms shall have the same meanings given to them under the Plan. To the extent that any provision of this Award Agreement conflicts with the express terms of the Plan, the terms of the Plan shall control and, if necessary, the applicable provisions of this Award Agreement shall be hereby deemed amended so as to carry out the purpose and intent of the Plan.

**2. Vesting and Forfeiture of Restricted Stock Units.**

(a) Subject to Paragraphs 3 and 4, the Restricted Stock Units shall vest as follows:

- (i) one-third of the Restricted Stock Units shall vest upon the completion of the service period which commences on the Grant Date and ends on the first anniversary of the Grant Date;
- (ii) an additional one-third of the Restricted Stock Units shall vest upon the completion of the service period which commences on the first anniversary of the Grant Date and ends on the second anniversary of the Grant Date; and
- (iii) all remaining Restricted Stock Units shall vest upon the completion of the service period which commences on the second anniversary of the Grant Date and ends on the third anniversary of the Grant Date;

provided, however, that the Participant must be in continuous Employment from the Grant Date through the completion of the service period as listed above for each annual installment in order for the Restricted Stock Units for each annual installment to vest. If the Participant's Employment terminates for any reason other than death, Approved Separation, Mandatory Retirement, or a Qualified Termination, any Restricted Stock Units that have not vested as of the date of such termination of Employment shall be forfeited to the Company.

(b) Subject to Paragraphs 3 and 4, the Restricted Stock Units shall immediately vest in full, irrespective of the limitations set forth in subparagraph (a) of this Paragraph 2, upon the occurrence of any of the following events:

- (i) the Participant's death;
- (ii) the Participant's Approved Separation, provided, that the Participant has been in continuous Employment from the Grant Date to the Approved Separation;

- (iii) the termination of the Participant's Employment due to Mandatory Retirement, provided the Participant has been in continuous Employment from the Grant Date to the Mandatory Retirement; or
- (iv) the Participant's Qualified Termination, provided, that the Participant has been in continuous Employment from the Grant Date to the Qualified Termination.

**3. Forfeiture of Restricted Stock Units if Award Not Timely Accepted.** This Award is conditioned upon and subject to the Participant accepting the Award by signing and delivering to the Company this Award Agreement, or otherwise electronically accepting the Award in such manner as the Committee may in its discretion determine, no later than 11 months after the Grant Date. If the Participant does not timely accept this Award, all Restricted Stock Units subject to this Award shall be forfeited to the Company. In the event of the Participant's death or incapacitation prior to accepting the Award, the Company shall deem the Award as having been accepted by the Participant. By accepting this Award, the Participant agrees to all of the terms and conditions of this Award, and consents to be bound by the terms of the Clawback Policy defined in Paragraph 5 to the extent applicable to the Participant under such policy.

**4. Conditions Precedent.** This Paragraph 4 shall apply to this Award notwithstanding any other provision of this Award Agreement to the contrary. The Participant's services to the Company and its Subsidiaries are unique, extraordinary and essential to the business of the Company and its Subsidiaries, particularly in view of the Participant's access to the Company's or its Subsidiaries' confidential information and trade secrets. Accordingly, in consideration of this Award Agreement and by accepting this Award, the Participant agrees that in order to otherwise vest in any right to payment of Restricted Stock Units under this Award, the Participant must satisfy the following conditions to and including the vesting date and the payment date for each applicable annual installment or other applicable portion of this Award:

(a) The Participant agrees that the Participant will not, without the prior written approval of the Board, at any time during the term of the Participant's Employment and for a period of one year following the date on which the Participant's Employment terminates (the "Restricted Period"), 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): BP p.l.c.; Chevron Corporation; ExxonMobil Corporation; HF Sinclair Corporation; PBF Energy Inc.; Phillips 66; Valero Energy Corporation; Buckeye Partners, L.P.; DCP Midstream Partners, LP; Enterprise Products Partners, L.P.; Genesis Energy, L.P.; Holly Energy Partners L.P.; Magellan Midstream Partners, L.P.; Plains All American Pipeline, L.P.; and Western Midstream Partners, LP, or otherwise engage in any business activity directly or indirectly competitive with the business of the Company or any of its Subsidiaries as in effect from time to time.

(b) The Participant agrees that during the term of the Participant's Employment and for a period of one year following the date on which the Participant's Employment terminates, the Participant will not, alone or in conjunction with another party, hire, solicit for hire, aid in or facilitate the hire, or cause to be hired, either as an employee, contractor or consultant, any individual who is currently engaged, or was engaged at any time during the

six month period prior such event, as an employee, contractor or consultant of the Company or any of its Subsidiaries.

(c) The Participant agrees that the Participant may not, either during the Participant's Employment or thereafter, make or encourage others to make any public statement or release any information or otherwise engage in any conduct that is intended to, or reasonably could be foreseen to, embarrass, criticize or harm the reputation or goodwill of the Company or any of its Subsidiaries, or any of their employees, directors or shareholders; provided, that this shall not preclude the Participant from reporting to the Company's management or directors or to the government or a government agency or regulator (including the U.S. Securities and Exchange Commission) conduct the Participant believes to be in violation of the law (including any possible violation of a U.S. securities law) or the Company's Code of Business Conduct or responding truthfully to questions or requests for information to a government agency or regulator (including the U.S. Securities and Exchange Commission) or in a court of law in connection with a legal or regulatory investigation or proceeding.

(d) The Participant agrees and understands that the Company and its Subsidiaries own and/or control information and material which is not generally available to third parties and which the Company or its Subsidiaries consider confidential, including, without limitation, methods, products, processes, customer lists, trade secrets and other information applicable to its business and that it may from time to time acquire, improve or produce additional methods, products, processes, customers lists, trade secrets and other information (collectively, the "Confidential Information"). The Participant acknowledges that each element of the Confidential Information constitutes a unique and valuable asset of the Company and its Subsidiaries, and that certain items of the Confidential Information have been acquired from third parties upon the express condition that such items would not be disclosed to the Company or a Subsidiary and the officers and agents thereof other than in the ordinary course of business. The Participant acknowledges that disclosure of the Confidential Information to and/or use by anyone other than in the Company's or its Subsidiaries' ordinary course of business would result in irreparable and continuing damage to the Company and its Subsidiaries. Accordingly, the Participant agrees to hold the Confidential Information in the strictest secrecy, and covenants that, during the term of the Participant's Employment or at any time thereafter, the Participant will not, without the prior written consent of the Board, directly or indirectly, allow any element of the Confidential Information to be disclosed, published or used, nor permit the Confidential Information to be discussed, published or used, either by the Participant or by any third parties, except in effecting the Participant's duties for the Company and its Subsidiaries in the ordinary course of business; provided that this shall not preclude the Participant from disclosing Confidential Information pursuant to the reporting to the Company's management or directors or to the government or a government agency or regulator (including the U.S. Securities and Exchange Commission) conduct the Participant believes to be in violation of the law (including any possible violation of a U.S. securities law) or the Company's Code of Business Conduct or responding truthfully to questions or requests for information to a government agency or regulator (including the U.S. Securities and Exchange Commission) or in a court of law in connection with a legal or regulatory investigation or proceeding.

(e) The Participant agrees that in addition to the forfeiture and clawback provisions otherwise provided for in this Award Agreement, upon the Participant's failure to satisfy in any respect of any of the conditions

described in Paragraphs 4(a), (b), (c) or (d), any unvested or unpaid portion of this Award (including any otherwise vested, but unpaid portion of this Award) at the time of such failure shall be forfeited, and the rights of the Participant and the obligations of the Company under this Award Agreement shall be satisfied in full, in each case to the extent permitted by applicable law.

**5. Award Subject to Clawback Policy.** This Award, and any Shares delivered and any Dividend Equivalents paid under this Award, is subject to the Marathon Petroleum Corporation Officer Compensation Clawback Policy, effective October 2, 2023, and as thereafter in effect from time to time (the "Clawback Policy"), including, but not limited to, forfeiture and other recoupment as may be determined and applied with respect to the Participant and the Award pursuant to the Clawback Policy. This Paragraph 5 shall apply notwithstanding any provision of this Award Agreement to the contrary and is meant to provide the Company with rights in addition to any other remedy which may exist in law or in equity. Notwithstanding the foregoing or any other provision of this Award Agreement to the contrary, and to the extent not otherwise provided in the Clawback Policy, the Participant agrees that the Company may also require that the Participant repay to the Company any compensation paid to the Participant under this Award Agreement as required by any other "clawback" provisions under applicable law.

**6. Dividend Equivalent and Voting Rights.**

(a) *Limitations on Rights Associated with Restricted Stock Units.* The Participant shall have no rights as a shareholder of the Company, no dividend rights (except as expressly provided in Paragraph 6(b) with respect to Dividend Equivalents) and no voting rights, with respect to the Restricted Stock Units or any Shares underlying or issuable in respect of such Restricted Stock Units until such Shares are actually issued to and held of record by the Participant. No adjustments will be made for dividends or other rights of a holder for which the record date is prior to the date of issuance of the stock certificate or book entry or like action evidencing such Shares.

(b) *Dividend Equivalent Rights Distributions.* As of any date that the Company pays an ordinary cash dividend on its Shares, the Company shall credit the Participant with Dividend Equivalents in a dollar amount equal to (i) the per share cash dividend paid by the Company on its Shares on such date, multiplied by (ii) the total number of Restricted Stock Units (with such total number adjusted pursuant to Section 12.2 of the Plan) subject to the Award that are outstanding immediately prior to the record date for that dividend. Any Dividend Equivalents credited pursuant to the foregoing provisions of this Paragraph 6(b) shall be subject to the same vesting, payment, tax withholding, forfeiture, repayment and other terms, conditions and restrictions applicable to the Restricted Stock Units to which they relate; provided, however, that the amount of any vested Dividend Equivalents shall be paid in cash. No crediting of Dividend Equivalents shall be made pursuant to this Paragraph 6(b) with respect to any Restricted Stock Units which, immediately prior to the record date for that dividend, have either been paid pursuant to Paragraph 8 or forfeited pursuant to the terms of this Award.

**7. Nonassignability.** Upon the Participant's death, the Restricted Stock Units (or Shares payable in respect thereof) and the Dividend Equivalents shall be transferred to the Participant's designated beneficiary, personal

representative or estate as provided in Paragraph 8. Otherwise, the Participant may not sell, transfer, assign, pledge or otherwise encumber any portion of the Restricted Stock Units (or Shares payable in respect thereof) or the Dividend Equivalents, and any attempt to sell, transfer, assign, pledge or encumber any portion of the Restricted Stock Units (or Shares payable in respect thereof) or the Dividend Equivalents shall have no effect.

**8. Timing and Manner of Payment of Restricted Stock Units.** Subject to the terms of the Plan and this Award, any Restricted Stock Units that vest pursuant to Paragraph 2 shall be released and settled in whole Shares within 60 days of the applicable vesting date by the Company delivering to the Participant (and, in the event of death, as provided in the following sentence of this Paragraph 8) a number of Shares (in such manner as the Committee in its discretion may determine, e.g., by entering such Shares in book entry form, and/or causing the vested Shares to be deposited in an account maintained by a broker designated by the Company) equal to the number of Restricted Stock Units subject to the Award that vest on the vesting date, less tax withholdings as provided under Paragraph 9; provided, that, any Restricted Stock Units that vest on account of the Participant's Approved Separation, Mandatory Retirement or Qualified Termination under Paragraphs 2(b)(ii), (iii) or (iv) shall be released and settled as provided herein, but according to the same payment timing resulting from the normal course vesting schedule set forth in Paragraph 2(a), and in such circumstance the Participant must only be in continuous Employment from the Grant Date to the applicable vesting event (i.e., the Participant's Approved Separation, Mandatory Retirement or Qualified Termination is a vesting event and not a payment event). Notwithstanding the preceding sentence of this Paragraph 8, in the event of death, any Shares that are otherwise deliverable under this Award (including Shares resulting from the vesting of any Restricted Stock Units on account of death) will be distributed to the correlated brokerage account (or the SPS Participant Trust if an international employee) and will be subject to the designated beneficiary on file and then in effect with the recordkeeper for such brokerage (or the SPS Participant Trust, where applicable), or in the absence of a designated beneficiary, to the executor or administrator of the estate.

**9. Taxes.** Pursuant to the applicable provisions of the Plan, the Company or its designated representative shall have the right to withhold applicable taxes from the Shares otherwise deliverable to the Participant due to the vesting of Restricted Stock Units pursuant to this Award Agreement (to the extent such withholding does not violate Section 409A of the Code), or from other compensation payable to the Participant, at the time of the vesting and delivery of such Shares.

**10. No Employment Guaranteed.** Nothing in this Award Agreement shall give the Participant any rights to (or impose any obligations for) continued Employment by the Company or any Subsidiary or successor, nor shall it give such entities any rights (or impose any obligations) with respect to continued performance of duties by the Participant.

**11. Modification of Agreement.** Any modification of this Award Agreement shall be binding only if evidenced in writing and signed by an authorized representative of the Company, provided that no modification may, without the consent of the Participant, adversely affect the rights of the Participant hereunder.

**12. Specified Employee; Section 409A of the Code.** Notwithstanding any other provision of this Award Agreement to the contrary, if the Participant is a "specified employee" within the meaning of Section 409A of the Code as determined by the Company in accordance with its established policy, any settlement of any amount described in this Award Agreement which would be a payment of deferred compensation within the meaning of Section 409A of the Code with respect to the Participant as a result of the Participant's "separation from service" as defined under Section 409A of the Code (other than as a result of death) and which would otherwise be paid within six months of the Participant's separation from service shall be paid as provided under Section 13.15 of the Plan. The payment of each amount under this Award Agreement is deemed as a "separate payment" for purposes of Section 409A of the Code. For all purposes under this Award, "termination of Employment" and similar terms shall mean "separation from service" as defined and determined under Section 409A of the Code.

**13. Definitions.** For purposes of this Award Agreement:

**"Approved Separation"** means termination of Employment on or after the date the Participant has attained age 55 and completed five years of Employment, provided, that, the termination of Employment occurs no earlier than the later of: (a) the six month anniversary of the Grant Date; and (b) 90 days after the Participant has provided notice to the Committee or its delegate of the date of his or her termination of Employment. The Committee may, in its sole discretion, waive the notice requirement under clause (b) of the preceding sentence if the Participant is an Employee under its purview for the grant and administration of the Award, and the Chief Executive Officer of the Company may, in his or her sole discretion, waive the notice requirement under clause (b) of the preceding sentence if the Participant is an Employee not under the Committee's purview for the grant and administration of the Award.

**"Employment"** means employment with the Company or any of its Subsidiaries. The length of any period of Employment shall be determined by the Company or the Subsidiary that either (a) employs the Participant or (b) employed the Participant immediately prior to the Participant's termination of Employment.

**"Mandatory Retirement"** means termination of Employment as a result of the Company's policy, if any, in effect at the time of the Grant Date, requiring the mandatory retirement of officers and/or other employees upon reaching a certain age or milestone.

**"Qualified Termination"** for purposes of this Award Agreement shall have the same definition as under the Marathon Petroleum Corporation Amended and Restated Executive Change in Control Severance Benefits Plan, as in effect on the Grant Date, and such definition and associated terms are hereby incorporated into this Award Agreement by reference.

Marathon Petroleum Corporation

By: /s/ Fiona C. Laird

Authorized Officer

**Marathon Petroleum  
Annual Cash Bonus (ACB) Program  
2024**



Exhibit 10.43

This document applies to Awards made under the Marathon Petroleum Annual Cash Bonus Program (Program) for the 2024 Performance Period. The Program's purpose is to incentivize and reward Eligible Employees for executing on the strategy of Marathon Petroleum Corporation. The Program operates under the Marathon Petroleum Corporation 2021 Incentive Compensation Plan (Plan), the terms of which are incorporated into this document by reference, and all Awards under the Program are otherwise subject to the Plan's terms.

## **I. DEFINITIONS**

As used in the Program, the following terms have the meanings set forth below. Capitalized terms not specifically defined in this document have the meanings specified in the Plan. In the event of any conflict between the Program and the Plan, the terms of the Plan shall control.

*Award* means an Eligible Employee's cash amount determined pursuant to the Program's applicable terms, conditions and limitations. An Award constitutes an "Award", specifically a "Performance Cash" type of "Performance Award" as defined under the Plan.

*Change in Control* has the meaning as defined under the Plan; provided, that to the extent an Award provides for the payment of deferred compensation within the meaning of Section 409A of the Code, the events constituting a Change in Control shall have the meaning and are intended to be events constituting a change in ownership or a change in effective control for purposes of Section 409A of the Code.

*Committee* means the Compensation & Organization Development Committee, designated by the Board with the authority to administer the Program.

*Company* means Marathon Petroleum Corporation, as defined in the Plan, and, where the context so requires, each Company Subsidiary whose Employees are Eligible Employees under the Program.

*Company Funding* means the Program funding level for the Performance Period as determined under section III (Award Determination).

*Eligible Employee* means an Employee who meets the Program's eligibility requirements as set forth in section II (Eligibility & Participation). Being an Eligible Employee does not guarantee an Award.

*Eligible Earnings* means as the amount determined under section III (Award Determination) for an Employee.

*Employee Performance* means an individual performance adjustment as determined under section III (Award Determination) for an Employee.

*Mandatory Retirement* means, as determined by the Board of Directors of the Company (or its delegate), an Eligible Employee's mandatory retirement under the Marathon Petroleum Corporation Mandatory Retirement Policy, or equivalent thereto, provided such Mandatory Retirement constitutes a separation from service within the meaning of Section 409A of the Code.

*Performance Criteria* means the threshold, target, and maximum desired result for each Performance Metric as established by the Committee.

*Performance Metric Weight* means the percentage weighting applied to each Performance Metric as established by the Committee. The sum of the Performance Metric Weights for all Performance Metrics shall equal 100%.



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2024**



*Performance Metrics* means the metrics established by the Committee upon which the Program will be assessed at the end of the Performance Period.

*Performance Period* means January 1, 2024 through December 31, 2024.

*Resulting Achievement* means the level of achievement for a Performance Metric for the Performance Period as determined under section III (Award Determination).

*Salary Grade* means a compensation classification level for an Employee under the policies and practices of the Company or Subsidiary for whom the Employee performs services.

*Senior Leader* means an Employee who is assigned a Salary Grade of 88 or 89 within the Company salary structure.

*Target Award* means the percentage assigned to an Eligible Employee as determined under section III (Award Determination).

## **II. ELIGIBILITY & PARTICIPATION**

The following Company Employees are Eligible Employees in the Program:

- Regular full-time or regular part-time Employees, who are assigned to a Salary Grade within the Company salary structure on the last day of the Performance Period.
- Employees who are paid on an “hourly” schedule as of the last day of the Performance Period, including:
  - waterborne employees who are not regular, full-time captains or pilots;
  - union employees subject to negotiated prior agreement;
  - non-union hourly employees; and
  - seasonal employees.

An Eligible Employee whose employment terminates during the Performance Period shall remain an Eligible Employee in the Program if such termination is not performance-related (as determined by the Company in its sole discretion) and is on account of:

- retirement, which for this purpose means (i) the Employee was at least age 50 with at least ten years of accredited service on their termination date, or (ii) Mandatory Retirement;
- death; or
- a termination of employment that caused the Employee to become eligible for termination allowance under the Marathon Petroleum Termination Allowance Plan.

Notwithstanding the preceding provisions, unless otherwise determined by the Committee prior to the occurrence of a Change in Control, and except as otherwise may be provided in an Eligible Employee’s written agreement with the Company or Subsidiary, upon the occurrence of a Change in Control during the Performance Period, eligibility shall be determined on the date immediately preceding the occurrence of the Change in Control, rather than on the last day of the Performance Period.

In no event shall any of the following types of Employees be considered Eligible Employees:

- Any Employee who terminates employment with the Company or any Subsidiary during the Performance Period for any reason other than those Employees who are an Eligible

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Employee on account of retirement, death or eligible for benefits under the Marathon Petroleum Termination Allowance Plan as provided above; unless otherwise determined by the Committee and except as may otherwise be provided in an Eligible Employee's written agreement with the Company or Subsidiary, which may include a collective bargaining agreement or other collectively-bargained agreement (e.g., a memorandum of understanding, a letter agreement, an agreement resulting from effects bargaining).

- Temporary or intermittent Employees who are classified by the Company or a Subsidiary as casual, intern, co-op, summer helper, or summer laborer.
- Any Employee who is eligible for any other broadly-offered annual incentive compensation program of the Company or any Subsidiary, including, unless otherwise determined by the Company, any annual incentive compensation program applicable to a group of Employees who commenced employment with the Company on account of a merger or other acquisition type transaction.
- Independent contractors or employees of third parties providing services to the Company or any Subsidiary or affiliate of the Company, and consultants.

### **III. AWARD DETERMINATION**

An Eligible Employee's Award shall be determined using the following formula:



#### ***Eligible Earnings***

- Eligible Earnings for a non-Senior Leader Employee means the following compensation items paid to the Employee during the Performance Period, determined before (A) deductions for taxes or benefits, and (B) deferrals of compensation pursuant to any Company or Subsidiary-sponsored plan:
  - base earnings and overtime earnings;
  - geographic pay differentials; and
  - location premiums

For clarity, Eligible Earnings for a non-Senior Leader Employee does not include non-cash compensation, equity-based compensation, allowances (including tax allowances), reimbursements, premiums relative to relocation, payments for unused vacation, any bonus or recognition payments made, or earnings paid or processed by a third party except from third parties specifically contracted to pay Eligible Employees employed outside of the United States.

- Eligible Earnings for an Employee designated as a Senior Leader means their annualized base salary in effect on the last day of the Performance Period; provided that, Eligible Earnings for an Employee designated as a Senior Leader who is hired or terminated during the Performance Period shall be determined as defined for non-Senior Leaders.

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- Notwithstanding the preceding provisions, upon the occurrence of a Change in Control during the Performance Period, Eligible Earnings for an Employee (including both Senior Leader Employees and non-Senior Leader Employees) shall be the actual earnings paid to that Employee during the Performance Period to the date of the Change in Control.

**Target Award**

- An Eligible Employee's Target Award is determined as follows according to the Eligible Employee's Salary Grade or employment classification as of the last day of the Performance Period:

Salary Grade or Classification*	Target Award (%)
Senior Leader	As designated or delegated by the Committee
20	Individually Assigned
19	55%
18	50%
17	40%
16	35%
15	30%
14	25%
13	20%
12	15%
10, 11, and N9	12%
7, 8, 9, and N8	10%
N1 – N7	8%
Hourly Non-Represented, Waterborne, Seasonal	7%
Hourly Represented	6%

\* Including equivalent Salary Grades for non-U.S. locations.

- Notwithstanding the preceding provisions, in the event an Eligible Employee is no longer employed as of the last day of the Performance Period, an Eligible Employee's Target Award shall be determined according to the Eligible Employees Salary Grade or employment classification as of the date immediately preceding their separation.
- The Committee or its delegate may provide a Target Award for an Eligible Employee that is different from the Target Award shown in the table above.

**Company Funding**

- The Committee has established the following Performance Metrics and their respective Performance Metric Weights for the Performance Period.

Performance Metric	Weight
Relative Adjusted EBITDA per Barrel of Total Throughput	30%
Adjusted EBITDA	20%
Distributable Cash Flow (DCF) at MPLX per Unit	20%

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Refining and Corporate Costs	10%
Non-Financial Scorecard:	20%
Safety	
Environmental	
Human Capital	

- Upon completion of the Performance Period, the Committee shall assess the Resulting Achievement for each Performance Metric as compared to the Performance Criteria and shall determine Company Funding. In making this determination:
  - Each Performance Metric assessed at the end of the Performance Period may have a funding result from 0% to 200%.
  - A Performance Metric will not fund when its Resulting Achievement does not meet its threshold Performance Criteria.
  - For the Financial Performance Metrics, each Performance Metric's funding will be established at 50% for threshold performance, 100% for target performance, and 200% for maximum performance. Linear interpolation will be used when determining Performance Metric funding for a Resulting Achievement that falls between threshold and target or between target and maximum Performance Criteria. The Committee may adjust or waive the achievement of any of the Performance Metrics.
  - The Non-Financial Scorecard funding shall be at the assessment of the Committee.
  - The resulting funding for each Performance Metric shall be multiplied by its associated Performance Metric Weight, the sum of which will be Company Funding. The Committee may modify the resulting Company Funding as permitted under the Plan.
  - Pursuant to the Plan, the Committee shall certify, or provide for the certification of, in writing the Company Funding. This certification shall be made prior to the determination of Awards to Eligible Employees.
- Company Funding for an Eligible Employee whose employment terminates on account of death during the Performance Period shall be 100%.
- Notwithstanding the preceding provisions: (a) in the event a Change in Control occurs during the Performance Period, Company Funding shall be 100%; and (b) in the event a Change in Control occurs after the Performance Period but before distribution of Awards for that Performance Period, Company Funding shall be the greater of 100% or the amount otherwise determined by the Committee in its normal course determination of Company Funding for that Performance Period.

**Employee Performance**

The Committee or its delegate may adjust an Eligible Employee's Award for Employee Performance as follows:

- An Award for an Eligible Employee who is a Senior Leader (excluding the CEO) may have a positive or negative Employee Performance adjustment of 0% to 15%.
- An Award for an Eligible Employee who is a regular full-time or regular part-time Employee and who is assigned to a Salary Grade within the Company salary structure, may have a positive or negative Employee Performance adjustment that reduces the Award to \$0 or

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increases the Award up to 200% of the product of the Eligible Employee's Eligible Earnings and the Target Award. (Where so delegated, this adjustment determination will be made by the Eligible Employee's leadership.)

- For certain represented hourly Eligible Employees, an Employee Performance adjustment may be applied pursuant to the terms set forth in the applicable collective bargaining agreement or other collectively-bargained agreement (referred to as the personal productivity multiplier and/or disciplinary reduction factor).
- An Award for an Eligible Employee whose employment terminates on account of death during the Performance Period shall have no Employee Performance adjustment.
- No Employee Performance adjustment may be made for any other Eligible Employee.
- Notwithstanding the preceding provisions, in the event of a Change in Control, an Award for an Eligible Employee shall not have a negative Employee Performance adjustment applied.

**Award**

- Awards shall be determined following the close of the Performance Period, except in the instance of death or in the event of a Change in Control.
- An Eligible Employee's Award cannot exceed 200% of the product of the Eligible Employee's Eligible Earnings and Target Award.

**IV. DISTRIBUTION**

- Awards shall be distributed – i.e., paid – in cash, in the denomination of the Eligible Employee's local currency.
- Awards shall be paid in 2025; provided, that:
  - The Award for an Eligible Employee whose employment terminates on account of death, shall be paid as soon as administratively practicable following their death, but not later than December 31, 2025.
  - In the event a Change in Control occurs during the Performance Period, each Eligible Employee's Award shall be paid as soon as administratively practicable following the date the Change in Control occurred, but in no event later than 45 days from such date. The timing of the payment within this 45-day period shall be determined solely by the Committee and without regard to any tax implications to an Eligible Employee.

**V. TAXATION & WITHHOLDING**

- There shall be deducted from all Awards, any taxes or other deductions required to be withheld or collected by United States federal, state, and local governments and taxing authorities, and by other national, provincial, or local governments and paid over to such governments and taxing authorities for the account of each Eligible Employee. The tax withholding provisions of the Plan apply.
- Subject to applicable state withholding laws, the Company or any Subsidiary may also deduct from any Award, at its sole discretion, any and all amounts determined by Company management to be owed to the Company or any Subsidiary by the Eligible Employee.

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- If applicable, court ordered garnishments or tax levies may be withheld from an Eligible Employee's Award.

## **VI. GENERAL PROVISIONS**

- The Program is the successor Program to the Success Through People (STP) Program. The terms and the conditions of the STP Program are now included under this Program.
- The Program shall be administered by the Committee. The Program is a discretionary bonus program, and the Committee has the complete and sole authority and discretion to:
  - delegate certain aspects of Program administration; provided, that, in no event shall the Committee delegate its authority with respect to the compensation of any Eligible Employee deemed to be an "executive officer" as defined in Rule 3b-7 promulgated under the Securities Exchange Act of 1934, as amended;
  - interpret the Program, including any interpretation to correct any defect, supply any omission or reconcile any inconsistency in the Program;
  - establish, interpret, amend, or revoke rules and regulations relating to the administration of the Program; and
  - otherwise make all determinations and take all other actions necessary or appropriate for the proper administration of the Program.
- The Committee has the complete and sole discretion to change, terminate, or modify Awards, or otherwise amend any aspect of the Program (including, but not limited to the termination of all or a portion of the Program) prospectively or retroactively.
- Except as may be provided for under the Change in Control provisions of the Program, no Eligible Employee, Employee, or other person shall have any claim or right to be granted an Award under the Program.
- Nothing contained in the Program shall limit the ability of the Company to make payments or Awards to Employees under any other program, agreement, or arrangement.
- Neither the establishment of the Program, nor any action taken pursuant to the Program, shall be construed as giving any Eligible Employee or Employee any right to be retained in the employ of the Company or any Subsidiary, or participate in the Program in the current or succeeding Performance Periods.
- Any rights and benefits of an Eligible Employee under the Program are personal to the Eligible Employee and, except for any payments that may be made following an Eligible Employee's death, shall not be subject to any voluntary or involuntary alienation, assignment, pledge, transfer, encumbrance, attachment, garnishment, or other disposition.
- Except as may be required by law or otherwise be specifically stated under any employee benefit plan, policy or program of the Company or a Subsidiary, no amount payable in respect of any Award shall be treated as compensation for purposes of calculating an Eligible Employee's right under any such plan, policy, or program; nor shall any Award be treated as compensation for purposes of termination indemnities or other similar rights, except as may be required by law.
- Nothing in this Program document shall be construed (a) to limit, impair, or otherwise affect the Company's or any Subsidiary's right or power to make adjustments, reclassifications, reorganizations, or changes of its capital or business structure, or to merge or consolidate, or

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dissolve, liquidate, sell, or transfer all or any part of its business or assets, or (b) to limit the right or power of the Company or any of its Subsidiaries to take any action which such entity deems to be necessary or appropriate.

- In all events, whether any Award is made to an Eligible Employee will depend on the decision of the Committee. All Awards are subject to the sole discretion of the Committee, and nothing in this document or any other document (except as may be provided for in the Program's Change in Control provisions) describing or referring to the Program shall confer any right whatsoever on any person to be considered for any Award.
- This Program document may be changed or discontinued at any time without notice or liability at the sole discretion of the Committee.
- Awards made under the Program shall be subject to and governed by the specific terms and conditions of the Plan, Program and the applicable Award.
- The Program shall not require the Company to segregate any monies from its general fund or to create any trusts, or to make any special deposits for any amount payable to any Eligible Employee.
- The Program is intended to provide compensation that is exempt from, or that complies with Section 409A of the Code, and ambiguous provisions of the Program and resulting Awards, if any, shall be construed in a manner that would cause Awards and the Program's terms to be compliant with or exempt from the application of Section 409A of the Code, as appropriate. If any payment, or portion thereof, must be delayed in order to comply with Section 409A of the Code because an Eligible Employee is a "specified employee" as defined in Section 409A(a)(2)(B)(i) of the Code, the payment, or the portion so delayed, shall be made on the soonest date permissible without triggering the additional tax due under Section 409A of the Code. As used in the Program, "termination of employment" and similar terms shall mean a "separation from service" within the meaning of Section 409A of the Code to the extent an Award or a provision of the Program provides for the payment of deferred compensation within the meaning of Section 409A of the Code. Additionally, notwithstanding anything to the contrary in the Program or an Award, it will not be a violation of the Program or Award or Plan (and an Eligible Employee will not have any right to damages or other relief) if the Company or any Subsidiary distributes an Eligible Employee's Award during the period permitted by Section 409A of the Code.
- No member of the Committee, or employee of the Company or a Subsidiary, shall be liable for any act done, or determination made in good faith, with respect to the administration of the Program, including any Award made pursuant to the Program and the Plan. The Company indemnifies and holds harmless to the fullest extent allowed by law such persons individually and collectively, from and against any and all losses resulting from liability to which the Committee, or the members of such body, or employees of the Company or any Subsidiary may be subjected by reason of any act or conduct (except willful misconduct, fraud or gross negligence) in their official capacities in the administration of the Program, including all expenses reasonably incurred in their defense, in case the Company fails to provide such defense.
- Any provision of the Program prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions.
- The terms of the Program document supersede any written or verbal agreements, representations, proposals, or plans with respect to the subject matter hereof; provided, however, that the forgoing shall not act to supersede an existing written agreement between an Eligible Employee and the Company that has been approved by the Committee.
- This Program is subject to the Marathon Petroleum Corporation Officer Compensation Clawback Policy, effective October 2, 2023, and as thereafter in effect from time to time (the

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“Clawback Policy”), including, but not limited to, forfeiture and other recoupment as may be determined and applied with respect to the Participant and the Award pursuant to the Clawback Policy. This shall apply notwithstanding any provision of this Program to the contrary and is meant to provide the Company with rights in addition to any other remedy which may exist in law or in equity. Notwithstanding the foregoing or any other provision of this Program to the contrary, and to the extent not otherwise provided in the Clawback Policy, the Participant agrees that the Company may also require that the Participant repay to the Company any compensation paid to the Participant under this Award Agreement as required by any other “clawback” provisions under applicable law.



**Marathon Petroleum Deferred Compensation Plan**  
(as amended and restated effective December 31, 2023)

Marathon Petroleum Company LP previously established the Marathon Petroleum Deferred Compensation Plan (the "Plan"). The Plan was most recently amended and restated effective June 30, 2011. Subsequent to that amendment and restatement, the Plan was amended from time to time.

This document amends and restates the Plan, effective December 31, 2023, and incorporates the amendments made subsequent to the Plan's June 30, 2011, amendment and restatement.

This amendment and restatement applies to Accounts that are not fully distributed as of December 31, 2023, including 409A Deferrals and Grandfathered Deferrals that are exempt from Code section 409A.

With respect to the 409A Deferrals, the Plan is intended to conform to the requirements of Code section 409A and the regulations thereunder, and shall be administered and construed in accordance with such requirements. With respect to the Grandfathered Deferrals, the Plan, as amended and restated, does not constitute a material enhancement of the benefits or rights available under the Plan on October 3, 2004.

**Article I – Definitions**

- 1.1 **"409A Deferrals"** means those amounts deferred or that became vested after 2004, with earnings and losses attributable thereto, as determined in accordance with Code section 409A.
- 1.2 **"Account"** means an unfunded liability of the Employer in the name of each Participant. "Account" shall refer to the Participant's entire benefit accrued under the terms of the Plan unless a provision refers specifically to any "Sub-Account" as described in Article VII.
- 1.3 **"Affiliated Company"** means Company and each related company or business which is part of the same controlled group under Code sections 414(b) or 414(c); provided that where specified by the Employer in accordance with Code section 409A in applying Code section 1563(a)(1)-(a)(3) for purposes of determining a controlled group of corporations under Code section 414(b) and in applying Treasury Regulations section 1.414(c)-2 for purposes of determining whether trades or businesses are under common control under Code section 414(c), the phrase "at least 50 percent" is used instead of "at least 80 percent." The term "Affiliated Company" also includes any entity that previously met the requirements of an Affiliated Company as set forth herein that continues to employ a Participant to the extent so designated by the Plan Administrator.
- 1.4 **"Beneficiary"** means any person(s) designated in writing by a Participant to receive payment under this Plan in the event of the Participant's death. In the event the Participant is married and has designated no other beneficiary (or if the designated beneficiary has predeceased the Participant), Beneficiary shall mean the Participant's spouse. In the event the Participant is not married at death and has designated no beneficiary (or if the designated beneficiary has predeceased the Participant), Beneficiary shall mean the Participant's estate.
- 1.5 **"Board"** means the Board of Managers of MPC Investment LLC (the "General Partner") the general partner of Marathon Petroleum Company LP.
- 1.6 **"Code"** means the Internal Revenue Code of 1986, as amended including regulations and other guidance of general applicability promulgated thereunder.
- 1.7 **"Code section 409A"** means, collectively, section 409A of the Code and any Treasury and Internal Revenue Service regulations and guidance issued thereunder.
- 1.8 **"Company"** means Marathon Petroleum Company LP.
- 1.9 **"Compensation"** means gross pay as defined in the Thrift Plan without regard to any Code limitations.
- 1.10 **"Eligible Employee"** means a Company Employee in compensation grade 88 and above or a Company Vice President and above if recommended by the Vice President of Human Resources of Marathon Petroleum Corporation and approved by the President and Chief Executive Officer of Marathon Petroleum Corporation, any Grade 88 and above Employee of an Affiliated Company, excluding Speedway SuperAmerica or its subsidiaries; provided, however, effective

January 1, 2014, Speedway LLC employees may be included as eligible employees of an Affiliated Employer, provided all other eligibility requirements are satisfied and contingent on recommendation by the Senior Vice President of Human Resources and Administrative Services of Marathon Petroleum Corporation and approval by the President of Marathon Petroleum Corporation.

- 1.11. **"Employee"** means any individual employed by the Company or an Affiliated Company.
- 1.12. **"Employer"** means Marathon Petroleum Company LP and any other Affiliated Company that adopts the Plan with the Board's consent.
- 1.13. **"ERISA"** means the Employee Retirement Income Security Act of 1974 as amended.
- 1.14. **"Grandfathered Deferrals"** means those amounts deferred and vested before January 1, 2005, with earnings and losses attributable thereto, as determined in accordance with Code section 409A.
- 1.15. **"Grandfathered Deferrals Sub-Account"** means that portion of a Participant's Account that consists of the Grandfathered Deferrals.
- 1.16. **"Participant"** means an Eligible Employee who either (a) elects to participate in and/or receives contributions under the Plan pursuant to Article III or Article IV of this Plan or (b) has an Account under this Plan as a result of the transfer of liabilities from the Marathon Oil Company Deferred Compensation Plan.
- 1.17. **"Plan"** means the Marathon Petroleum Deferred Compensation Plan. (It is noted that the Plan was previously also known as the "Marathon Petroleum Amended and Restated Deferred Compensation Plan.")
- 1.18. **"Plan Administrator"** means the individual or committee and any successor as designated from time to time by the Company or the General Partner or delegate thereof, as the case may be, to administer the Plan; provided, that in the absence of such designated individual or committee, the Board shall be the Plan Administrator.
- 1.19. **"Plan Year"** means the 12-consecutive month period beginning each January 1 and ending each December 31.
- 1.20. **"Salary Deferral"** means the total amount deferred by the Participant from Compensation under Article III.

## **Article II – Eligibility**

### **2.1. Eligibility**

A newly hired Eligible Employee is eligible to participate in the Plan as of the date and in accordance with the rules established for such purpose by the Plan Administrator, consistent with Code section 409A. Any other Eligible Employee is eligible to participate in the Plan on the January 1 coinciding with or next following the date he or she becomes an Eligible Employee. Any individual who was an Eligible Employee as of December 31, 2008 shall remain eligible to participate as of January 1, 2009.

### **2.2. Termination of Participation**

In the event that a Participant ceases to be an Eligible Employee, the Participant's current annual Salary Deferral election for a Plan Year shall remain in effect for the remainder of the Plan Year, and thereafter, the Participant shall make no further deferrals unless and until the Participant again becomes eligible under Section 2.1.

## **Article III – Deferral of Compensation**

### **3.1. Annual Elections**

Each Participant may elect, prior to the first day of any Plan Year, to make Salary Deferrals (in 1% increments) of up to 20% of his or her Compensation for the Plan Year as provided in the deferral election form. A newly hired Eligible Employee who becomes a Participant in the year of

hire may elect to make Salary Deferrals of his or her Compensation for such year pursuant to rules established for such purpose by the Plan Administrator, consistent with Code section 409A.

### **3.2. Manner of Deferral**

A Participant's Salary Deferrals may be taken from the Participant's Compensation ratably during the applicable Plan Year or in any other manner determined by the Plan Administrator; provided that such Salary Deferrals during the Plan Year, in the aggregate, reflect the Participant's Salary Deferral election in accordance with Code section 409A.

### **3.3. General Election Rules**

The Plan Administrator may establish, in its discretion, from time to time, rules allowing deferral elections to be made later than prescribed in this Article III to the extent permitted under Code section 409A. Deferral elections shall be in the form and manner required by the Plan Administrator, shall be irrevocable and shall not defer more than that amount which is otherwise available for payment to the Participant net of any and all required federal, state and local withholding obligations (determined taking into account the effect of the deferral) and other qualified plan and pre-tax salary deferrals. Notwithstanding any other provision of this Article III, the Plan Administrator may require that a Participant submit deferral elections prior to the date otherwise specified in this Article III.

## **Article IV – Other Contributions**

### **4.1. Thrift Plan Make-up Matching Contributions**

- (a) During each year that a Participant is eligible to participate under Article 11, such Participant shall be credited with an amount equal to any match that would have been made under the Thrift Plan, the Marathon Petroleum Excess Benefit Plan, or any other similar plan maintained by an Affiliated Company but that is not made solely because of limitations under the Code or any compensation limit imposed on deferrals in the Thrift Plan.
- (b) The match credited under this Section 4.1 shall be determined at the rate of the maximum potential match under the Thrift Plan.

### **4.2 Matching Contributions for New Hires in Waiting Period**

For periods prior to January 1, 2014, new hires who are eligible for this Plan under Section 2.1 and who, except for the provisions governing the Thrift Plan's "waiting period," would otherwise be eligible to participate in the Thrift Plan, shall be credited with a Company match equal to the maximum potential Company match under the Thrift Plan multiplied by the Participant's gross pay (as defined in the Thrift Plan but disregarding any limitations on eligible compensation as may be imposed by the Code) during the Thrift Plan's waiting period. This accrual shall cease to the extent that, upon the first date of participation eligibility in the Thrift Plan, the employee is eligible under the Plan for the Thrift Plan Company matching contributions.

### **4.3. Matching Contributions on Salary Deferrals**

A Participant shall be credited each year with a match equal to such Participant's Salary Deferrals during the year multiplied by the rate of the maximum potential match under the Thrift Plan.

### **4.4. Manner of Deferral**

Matching contributions under this Article IV may be credited on a pay-period basis or in any other manner determined by the Plan Administrator; provided that such matching contributions during the Plan Year, in the aggregate, reflect the correct amount determined under this Article IV.

## **Article V – Accounting**

### **5.1. Allocation to Participant's Account**

Any Salary Deferrals under Article III or matching contributions under Article IV shall be credited to the Participant's Account in the manner designated by the Plan Administrator.

## **5.2. Earnings**

A Participant may select from a list of hypothetical investment options that will be the same as the investment options offered and modified from time to time under the terms of the Thrift Plan (other than the stock of Marathon Petroleum Corporation and Fidelity Brokeragelink). Earnings, gains and losses received on the investments will be credited to the Participant's Account in the manner designated by the Plan Administrator. The Plan Administrator shall develop such accounting procedures as it, in its sole discretion, deems advisable to properly reflect the value attributable to the Participant's Account.

## **Article VI – Vesting**

A Participant's Salary Deferrals shall always be immediately vested. Matching contributions provided under Article IV shall vest as provided under the terms and conditions of the Thrift Plan. Any portion of a Participant's Account which is attributable to a transfer of liabilities from the Marathon Oil Company Deferred Compensation Plan in connection with the spin-off of Marathon Petroleum Corporation from Marathon Oil Corporation shall be fully vested as of the effective time of the spin-off.

## **Article VII – Distribution of Benefits**

A Participant shall be entitled to a cash distribution of the Participant's Account as provided in this Article VII.

### **7.1. General Rule for Distributions**

Except as otherwise provided in this Article VII, a Participant's Account shall be paid in a lump sum within 90 days of Separation from Service for any reason other than death. Except as permitted under Code section 409A and as set forth in this Article VII of the Plan, no acceleration of the distribution of the Participant's Account shall be permitted under the Plan.

### **7.2. Death**

In the event of the death of a Participant, the Participant's Account shall be paid to the Participant's Beneficiary in a lump sum within 90 days of the Participant's death or, if earlier, within the 90-day period following the Participant's Separation from Service as described in Section 7.1 (or, in the event of a Separation from Service of a Specified Employee not on account of death, the 90-day period described in Section 7.4).

### **7.3. Earnings on Unpaid Balances**

The Participant's Account shall be credited with earnings and losses pursuant to the provisions set forth in Article V until fully paid.

### **7.4. Delay for Specified Employees**

Distribution of the Account of a Participant who the Plan Administrator determines is a Specified Employee (other than such Participant's Grandfathered Deferrals Sub-Account) shall be paid in a lump sum within the 90-day period following the first of the month following 6 months after Separation from Service (other than a Separation from Service on account of the death of Participant). In the event of a Separation from Service of a Specified Employee on account of death, payment shall be made pursuant to Section 7.2. Payment of a Specified Employee's Grandfathered Deferrals Sub-Account shall be made in accordance with Section 7.1.

### **7.5. Employees of the Marathon Petroleum Corporation Controlled Group**

On or about June 17, 2011 and prior to the effective time of the spin-off of Marathon Petroleum Corporation from Marathon Oil Corporation, liabilities under this Plan were transferred to the Marathon Oil Company Deferred Compensation Plan for each employee who (a) had an Account under this Plan and (b) was expected to be employed by Marathon Oil Corporation or its subsidiaries immediately following the spin-off of Marathon Petroleum Corporation. Such

employees ceased to be Participants in this Plan effective as of the effective time of the transfer of liabilities to the Marathon Oil Company Deferred Compensation Plan.

## **Article VIII – Funding**

Benefits under this Plan shall be paid from general assets of the Employer. This Plan shall be administered as an unfunded plan which is maintained primarily for the purpose of providing supplemental retirement compensation "for a select group of management or highly compensated employees" as set forth in sections 201(2), 301(3), and 401(a)(1) of the ERISA, and is not intended to meet the qualification requirements of section 401 of the Code. Any assets set aside by the Employer for the purpose of paying benefits under this Plan shall not be deemed to be the property of the Participant and shall be subject to claims of creditors of the Employer. No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made. Any use of the words "contributions" or "contribute," or any similar phrase, shall not require actual contributions or funding of this Plan and is only used for convenience when describing the deferral activities of this Plan.

## **Article IX – Plan Administration**

### **9.1. General Duty**

The Plan shall be administered by the Plan Administrator who shall be appointed by the Company or its delegate and shall serve in such capacity until resignation or removal by the Company or its delegate. It shall be the principal duty of the Plan Administrator to determine that the provisions of the Plan are carried out in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan.

### **9.2. Plan Administrator's General Powers, Rights and Duties**

The Plan Administrator shall have full power to administer the Plan in all of its details, subject to the applicable requirements of law. For this purpose, the Plan Administrator is, as respects the rights and obligations of all parties with an interest in this Plan, given the powers, rights and duties specifically stated elsewhere in the Plan, or any other document, and in addition is given, but not limited to, the following powers, rights and duties:

- (a) to determine all questions arising under the Plan, including the power to determine the rights or eligibility of Employees or Participants and any other persons, and the amounts of their contributions or benefits under the Plan, to interpret the Plan, and to remedy ambiguities, inconsistencies or omissions;
- (b) to adopt such rules of procedure and regulations, including the establishment of any claims procedure that may be required by law, as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan;
- (c) to direct payments or distributions from the Plan in accordance with the provisions of the Plan;
- (d) to develop such information as may be required by it for tax or other purposes as respects the Plan; and
- (e) to employ agents, attorneys, accountants or other persons (who also may be employed by the Company), and allocate or delegate to them such powers as the Plan Administrator may consider necessary or advisable to properly carry out the administration of the Plan.

The Plan Administrator's decision in any matter involving the interpretation and application of this Plan shall be final and binding. In the event the Plan Administrator would have to decide any issue under the Plan which could affect the form or timing of the payment of deferred compensation under the Plan, then the Company shall make that decision.

### **9.3. Indemnification of Administrator**

The Company agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Plan Administrator against all liabilities, damages, costs and expenses

(including attorney's fees and amounts paid in settlement of any claims approved by the Company) occasioned by any act of omission to act in connection with the Plan, if such act of omission is or was in good faith. This Section 9.3 shall comply with Code section 409A and Treasury Regulation section 1.409A-3(i)(1)(iv) with regard to the requirements for reimbursements, to the extent applicable, for the period that such Employee's indemnification right hereunder shall exist.

**9.4. Information Required by Plan Administrator**

The Plan Administrator shall obtain such data and information as deemed necessary or desirable in order to administer the Plan. The records of the Company as to an Employee's or Participant's period or periods of employment, termination of employment and the reason therefor, leave of absence, re-employment and earnings will be conclusive on all persons unless determined by independent agents or delegates of the Plan Administrator to be incorrect. Participants and other persons entitled to benefits under the Plan also shall furnish the Plan Administrator with such evidence, data or information, as the Plan Administrator considers necessary or desirable to administer the Plan.

**9.5. Claims and Review Procedures**

- (a) *Claims Procedure.* If a Participant believes any rights or benefits are being improperly denied under the Plan, such Participant may file a claim in writing with the Plan Administrator. If any such claim is wholly or partially denied, the Plan Administrator shall notify such Participant of its decision in writing. Such notification shall be written in a manner calculated to be understood by such Participant and shall contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for the Participant to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the Participant wishes to submit a request for review. Such notification shall be given within 90 days after the claim is received by the Plan Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such Participant within the initial 90 day period.) If such notification is not given within such period the claim shall be considered denied as of the last day of such period and such Participant may request a review of his claim.
- (b) *Review Procedure.* Within 60 days after the date on which a Participant receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred) such Participant (or the Participant's duly authorized representative) may (i) file a written request with the Plan Administrator for a review of his denied claim and of pertinent documents, and (ii) submit written issues and comments to the Plan Administrator. The Plan Administrator shall notify such Participant of its decision in writing. Such notification shall be written in a manner calculated to be understood by such Participant and shall contain specific reasons for the decision as well as specific references to pertinent Plan provision. The decision on review shall be made within 60 days after the request for review is received by the Plan Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Plan Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60 day period). If the decision on review is not made within such period, the claim shall be considered denied.
- (c) *Section 409A Requirements.* Any claim for benefits under this Section must be made by the Participant no later than the time prescribed by Code section 409A. If a claimant's claim or appeal is approved, any resulting payment of benefits will be made no later than the time prescribed for payment of benefits by Code Section 409A.

**ARTICLE X – Modification and Discontinuance**

**10.1. Amendment and Termination**

The Company reserves the right to amend, modify, suspend, or terminate the Plan at any time, in whole or in part, in such manner as it shall determine, provided that such action conforms to the requirements of Code section 409A. The Company shall exercise such right by written action adopted by its Board or any authorized delegate of the Board. Included in the Company's right to amend, suspend or terminate is the Company's right at any time to no longer permit any additional Participants under the Plan, to cease making Company allocations, and to distribute all Account balances upon Plan termination, all subject to the requirements of Code section 409A. The Plan Administrator may promulgate rules and procedures from time to time to carry out the provisions of this Article X. However, in no event shall the Company have the right to eliminate or reduce any benefit, which has been vested or become forfeitable under the Plan, pursuant to Article VI. No future amendment to the Plan shall apply to Grandfathered Deferrals to the extent such provision or amendment would constitute a "material modification" within the meaning of Code section 409A with respect to the Grandfathered Deferrals unless such amendment expressly indicates otherwise.

## 10.2. **Transfer of Liabilities**

- ( a ) *General.* In the event of a corporate transaction involving a Participant's Employer, the liabilities with respect to the Participant's Account may be transferred to the entity or organization that becomes the Participant's employer following the corporate transaction to the extent that such transfer (i) is permitted by applicable law, (ii) with respect to the 409A Deferrals is consistent with Code section 409A, and (iii) with respect to Grandfathered Deferrals, does not represent a material enhancement of the Participant's benefits or rights available under the Plan on October 3, 2004. For these purposes, a corporate transaction shall include, but not be limited to, a merger, consolidation, separation, reorganization, liquidation, split-up, or spin-off.
- ( b ) *Spin-Off of Marathon Petroleum Corporation.* Liabilities have been accepted from the Marathon Oil Company Deferred Compensation Plan for each employee who (a) had an account balance under the Marathon Oil Company Deferred Compensation Plan and (b) is expected to be employed by the Company or an Affiliated Company at the effective time of the spin-off of Marathon Petroleum Corporation from Marathon Oil Company. Liabilities have been transferred to the Marathon Oil Company Deferred Compensation Plan for each individual who (a) had an Account balance under this Plan and (b) is expected to be employed by Marathon Oil Company or an affiliate of Marathon Oil Company at the effective time of the spin-off of Marathon Petroleum Corporation from Marathon Oil Company. Individuals with respect to whom liabilities were transferred from this Plan to the Marathon Oil Company Deferred Compensation Plan are no longer Participants in this Plan.

## **ARTICLE XI – General Provisions**

### 11.1. **Notices**

Each Participant entitled to benefits under the Plan must file in writing with the Plan Administrator such Participant's current home mailing address and each change of such address, and such Participant's current personal email address and each change of such personal email address. Any communication, statement or notice addressed to any such Participant at their home mailing address or personal email address most recently filed with the Plan Administrator, or to their Company-issued email address if employed by an Employer, will be binding upon such person for all purposes of the Plan, and the Plan Administrator shall not be obligated to search for or ascertain the whereabouts of any Participant. Any notice or document required to be given or filed with the Plan Administrator shall be considered as given or filed if delivered or mailed by registered mail, postage prepaid, to: Plan Administrator, Marathon Petroleum Deferred Compensation Plan, 539 S. Main Street, Findlay, OH 45840. For purposes of the preceding sentence, the Plan Administrator may permit a Participant or other person claiming an interest in or right under the Plan to provide a notice or document by email delivery to an email address designated by the Plan Administrator.

### 11.2. **Employment Rights**

The Plan does not constitute a contract of employment, and participation in the Plan will not give any Participant the right to be retained in the employ of the Employer or any Affiliated Company nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.

### 11.3. **Interests Not Transferable**

Except as may be required by law, including the federal income and employment tax withholding provisions of the Code, or of an applicable state's income tax act, the interests of Participants and their beneficiaries under this Plan are not subject to the claims of their creditors and may not be voluntarily or involuntarily sold, transferred, alienated, assigned or encumbered. Notwithstanding any provision of the Plan to the contrary, the Plan shall not recognize or give effect to any domestic relations order attempting to alienate, transfer or assign any Participant benefits. The preceding shall not preclude the Employer from asserting any claim for damages or for any debt that the Employer may have with respect to the Participant; provided that any offset shall apply only where such debt is incurred in the ordinary course of the service relationship between the



Employer and the Participant, the entire amount of reduction in any of the Participant's taxable years does not exceed \$5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

**11.4. No Interest or Earnings**

No interest or earnings of any type shall accrue, be credited or be payable on any amounts that are credited to a Participant's Account under this Plan other than as specified in Article V, Section 5.2.

**11.5. Facility of Payment**

When a Participant entitled to benefits under the Plan is under a legal disability, or, in the Plan Administrator's opinion, is in any way incapacitated so as to be unable to manage their financial affairs, the Plan Administrator may direct that the benefits to which such Participant otherwise would be entitled shall be made to such Participant's legal representative, or to such other person or persons as the Plan Administrator may direct the application of the benefits for the benefit of such Participant. Any payment made in accordance with such provisions of this Article XI, Section 11.5 shall be a full and complete discharge of any liability for such payment.

**11.6. Controlling State Law**

To the extent not superseded by the laws of the United States, the laws of the State of Ohio shall be controlling in all matters relating to the Plan.

**11.7. Severability**

In case any provisions of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal and invalid provisions had never been set forth in the Plan.

**11.8. Statutory References**

All references to the Code and ERISA include reference to any comparable or succeeding provisions of any legislation, which amends, supplements or replaces such section or subsection.

**11.9. Headings**

Section headings and titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

**11.10. Non-taxable Benefits**

It is the intention of the Company that this Plan meet all requirements of the Code so that the benefits provided be non-taxable during the period of deferral and until actual distribution is made.

**ARTICLE XII – Speedway Deferred Compensation Plan Accommodation**

This Article XII (including Appendix A referenced under Section 12.1) is effective as of the Closing Event Date.

### 12.1 Covered Participants; Assumption of Liabilities

Each Non-Business Employee DCP Participant under the Speedway Plan on the Closing Event Date shall be a Participant in this Plan with respect to his or her Speedway Account and the liabilities for each such Speedway Account are assumed by the Company as the sponsor of this Plan, such that Speedway LLC and any Employer in the Speedway Plan shall have no further liabilities with respect to any such Speedway Account or to any such Non-Business Employee DCP Participant with respect to the Speedway Plan, and each such Non-Business Employee shall no longer be a participant in the Speedway Plan. For reference purposes, Appendix A sets forth a list of the Non-Business Employee DCP Participants.

### 12.2 Account Frozen; No Further Deferrals or Contributions; Earnings

A Participant's Speedway Account shall be frozen and no future deferrals or contributions will be permitted or otherwise credited to his or her Speedway Account, provided, however, that earnings or interest may be credited to such Participant's Speedway Account from time to time as may be provided under Section 12.3(d) as determined by the Plan Administrator. It is noted that as of the date this Article XII becomes effective, no Participant with a Speedway Account had a deferral election in effect.

### 12.3 Time and Form of Payment Rules Applicable to Distributions

The time and form of payment rules, including any Participant elections with respect to same, that applied to a Participant's Speedway Account at the time the liabilities for such Speedway Account were assumed by this Plan shall continue to apply without change with respect to any distribution of the Participant's Speedway Account. This means that the Participant shall be entitled to a cash distribution of his or her Speedway Account as follows:

- (a) *General Rule for Distributions.* Except as otherwise provided in this Section 12.3, a Participant's Speedway Account shall be paid in a lump sum on Separation from Service for any reason other than death, if so previously elected by the Participant under the Speedway Plan (with such election carried over and applicable to this Plan without change), within 90 days of Separation from Service or on February 1 of the calendar year following the calendar year in which the Separation from Service occurs.
- (b) *Death.* In the event of the death of a Participant, the Participant's Speedway Account shall be paid to the Participant's Beneficiary in a lump sum within 90 days of the Participant's death or, if earlier, within the 90-day period following the Participant's Separation from Service as described in Section 12.3(a) (or, in the event of a Separation from Service of a Specified Employee not on account of death, the 90-day period described in Section 12.3(e)).
- (c) *Hardship.* A Participant may request a hardship distribution of all or a portion of his or her Speedway Account. A request for a hardship distribution shall be made to the Plan Administrator. Such request shall be made in writing to the Plan Administrator and shall be made in accordance with the rules established by the Plan Administrator. A hardship distribution shall only be made in the event of an unforeseeable emergency that would result in financial hardship to the Participant if hardship distributions were not permitted. Withdrawal of amounts because of an unforeseeable emergency shall only be permitted to the extent needed to immediately satisfy the emergency. Such hardship distribution may be increased to the extent necessary to pay the estimated taxes which result from such distribution. Hardship distributions will not be available to a Participant after Separation from Service.

409A Deferrals may be distributed on hardship only if the event qualifies as an "unforeseeable emergency" as defined under Code section 409A and the regulations thereunder. Any amount so distributed must be limited to the amount reasonably necessary to satisfy the emergency need (including any amounts necessary to pay any federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution).

- (d) *Earnings on Unpaid Balances.* A Participant's Speedway Account shall be credited with earnings and losses pursuant to the provisions set forth in Sections 5.2 and 11.4 until fully paid.
- (e) *Delay for Specified Employees.* Distribution of the Speedway Account of a Participant who the Plan Administrator determines is a Specified Employee (other than such Participant's Grandfathered Deferrals Sub-Account) shall be paid in a lump sum within the 90-day period following the first of the month following 6 months after Separation from Service (other than a Separation from Service on account of the death of Participant). In the event of a Separation from Service of a Specified Employee on account of death, payment shall be made pursuant to Section 12.3(b). Payment of a Specified Employee's Grandfathered Deferrals Sub-Account shall be made in accordance with Section 12.3(a).

#### 12.4 **No Material Modification as to Grandfathered Amounts; Code Section 409A**

The accommodations made pursuant to this Article XII with respect to the Grandfathered Deferrals Sub-Account portion of a Participant's Speedway Account along with the application of the other provisions of the Plan with respect to same are intended and designed such and shall be administered and interpreted at all times in a such a manner that they do not constitute a material modification within the meaning of Code section 409A (including, but not limited to any material enhancement or any additional of a new material benefit or right that affects such amounts) that would cause any such amounts to be subject to Code section 409A.

#### 12.5 **Definitions**

For purposes of this Article XII, the following definitions apply:

- (a) **"409A Deferrals"** has the meaning as defined in the Speedway Plan, i.e., amounts deferred or that became vested under the Speedway Plan after 2004, with earnings and losses attributable thereto, as determined in accordance with Code section 409A.
- (b) **"Beneficiary"** has the meaning as defined in the Speedway Plan, provided, however, that for any Beneficiary designation made on or after the Closing Event Date, "Beneficiary" shall have the meaning as defined in this Plan.
- (c) **"Closing Event Date"** means May 14, 2021, which is the date on which the Transaction Closing Event occurred.
- (d) **"Employer"** has the meaning as defined in the Speedway Plan.
- (e) **"Grandfathered Deferrals"** has the meaning as defined in the Speedway Plan, i.e., those amounts deferred and vested under the Speedway Plan before January 1, 2005, with earnings and losses attributable thereto, as determined in accordance with Code section 409A.
- (f) **"Grandfathered Deferrals Sub-Account"** has the meaning as defined in the Speedway Plan.
- (g) **"Non-Business Employee DCP Participant"** has the meaning as defined in Section 5.2(g)(ii) of the PSA, as applied with respect to the Speedway Plan immediately prior to the Transaction Closing Event.
- (h) **"PSA"** means that certain Purchase and Sale Agreement by and among Marathon Petroleum Corporation and the entities set forth on Schedule I thereto and 7-Eleven, Inc., dated as of August 2, 2020 (the "Signing Date"), and as thereafter amended from time to time.
- (i) **"Speedway Account"** means a Participant's "Account" as defined under the Speedway Plan and as determined as at the Closing Event Date.
- (j) **"Speedway Plan"** means the Speedway Deferred Compensation Plan as in effect to the Closing Event Date.
- (k) **"Transaction Closing Event"** means the closing of the sale transaction provided for in the PSA.

### ARTICLE XIII – Emro Marketing Company Deferred Compensation Plan Accommodation

This Article XIII (including Appendix B referenced under Section 13.1) is effective as of the Closing Event Date.

#### 13.1 Covered Participants; Assumption of Liabilities

Each Non-Business Employee DCP Participant under the Emro Plan on the Closing Event Date shall be a Participant in this Plan with respect to his or her Emro Benefit and the liabilities for each such Emro Benefit are assumed by the Company as the sponsor of this Plan, such that Speedway LLC and any Employer in the Emro Plan shall have no further liabilities with respect to any such Emro Benefit or to any such Non-Business Employee DCP Participant with respect to the Emro Plan, and each such Non-Business Employee shall no longer be a participant in the Emro Plan. For reference purposes, Appendix B sets forth a list of the Non-Business Employee DCP Participants.

#### 13.2 Benefit Frozen; No Further Deferrals or Contributions; Earnings

A Participant's Emro Benefit was already frozen and will continue to be frozen (no deferrals to the Plan were permitted on or after January 1, 1999), i.e., no future deferrals or contributions will be permitted or otherwise credited to his or her Emro Benefit, provided, however, that earnings or interest may be credited to such Participant's Emro Benefit from time to time as may be provided under Section 13.3(d) as determined by the Plan Administrator.

#### 13.3 Time and Form of Payment Rules Applicable to Distributions

The time and form of payment rules, including any Participant elections with respect to same, that applied to a Participant's Emro Benefit at the time the liabilities for such Emro Benefit were assumed by this Plan shall continue to apply without change with respect to any distribution of the Participant's Emro Benefit. This means that the Participant shall be entitled to a cash distribution of his or her Emro Benefit as follows:

- (a) *General Rule for Distributions.* Except as otherwise provided in this Section 13.3, a Participant's Emro Benefit shall be paid upon the Participant's termination of employment from the Affiliated Group, in a single sum payment, provided, however, that if the Participant made an effective election, his or her Emro Benefit shall be paid in a single sum payment upon termination of employment or on February 1 of the calendar year following the calendar year in which the termination of employment occurs. Termination of employment shall include but not be limited to resignation or retirement from the Company, disability (as defined in section 72(m)(7) of the Internal Revenue Code), or death. The balance of any benefit under this Plan not paid at the employee's termination of employment shall accrue interest at the rate provided Section 13.3(d) until the entire balance has been paid.
- (b) *Death.* Upon the death of a Participant before the payment of the entire balance of the Participant's Emro Benefit, such remaining benefit shall be payable to the Participant's Beneficiary in full on or before the first day of the third month following the date of the Participant's death.
- (c) *Unforeseeable Emergency.* The Plan Administrator has the sole discretion to approve a payment of all or a part of a Participant's Emro Benefit prior to the Participant's termination of employment for a financial emergency. The Plan Administrator may also approve a payment of all or a part of the Emro Benefit payable to a Beneficiary under the Plan for a financial emergency. A financial emergency is defined as an unanticipated emergency that is caused by an event beyond the control of a Participant or Beneficiary and that would result in severe financial hardship to the individual if the early payment were not permitted. All such payments will be limited to the amount necessary to satisfy the financial emergency.
- (d) *Earnings on Unpaid Balances.* Any amounts deferred under a prior election will be deemed to bear interest from the first day of the month following the date of deferral to the date of payment. Such interest will be added to the balance owed to the Participant or Beneficiary as of the first day of the following month. The balance owed to any

Participant or Beneficiary will include any amount deferred (and the interest accrued on such deferrals), but unpaid, under the former Bosart Company Deferred Compensation Plan or the former Emro Propane Company Deferred Compensation Plan. For interest credited after January 1, 1997, such interest will be computed on the balance owed to the Participant on the last day of the immediately preceding month at a rate equal to the average Prime Rate of the 30 largest banks, as published in the Wall Street Journal on the first business day of the applicable three-month period beginning either January 1, April 1, July 1, or October 1.

#### 13.4 **No Material Modification as to Grandfathered Amounts; Code Section 409A**

The accommodations made pursuant to this Article XIII with respect to each Participant's Emro Benefit along with the application of the other provisions of the Plan with respect to same are intended and designed such and shall be administered and interpreted at all times in a such a manner that they do not constitute a material modification within the meaning of Code section 409A (including, but not limited to any material enhancement or any additional of a new material benefit or right that affects such amounts) that would cause any such amounts to be subject to Code section 409A.

#### 13.5 **Definitions**

For purposes of this Article XIII, the following definitions apply:

- (a) **"Affiliated Group"** means the Company and each related company or business which is part of the same controlled group under Code sections 414(b) or (c); provided that where specified by the Company in applying Code section 1563(a)(1)-(a)(3) for purposes of determining a controlled group of corporations under Code section 414(b) and in applying Treasury Regulation section 1.414(c)-2 for purposes of determining whether trades or businesses are under common control under Code section 414(c), the phrase "at least 50 percent" is used instead of "at least 80 percent." The term shall also include any entity that previously met the requirements for inclusion in the Affiliated Group as set forth herein that continues to employ a Participant to the extent so designed by the Plan Administrator.
- (b) **"Beneficiary"** has the meaning as defined in the Emro Plan, provided, however, that for any Beneficiary designation made on or after the Closing Event Date, "Beneficiary" shall have the meaning as defined in this Plan.
- (c) **"Closing Event Date"** means May 14, 2021, which is the date on which the Transaction Closing Event occurred.
- (d) **"Emro Benefit"** means a Participant's benefit balance as defined under the Emro Plan and as determined as at the Closing Event Date.
- (e) **"Emro Plan"** means the Emro Marketing Company Deferred Compensation Plan as in effect to the Closing Event Date.
- (f) **"Non-Business Employee DCP Participant"** has the meaning as defined in Section 5.2(g)(ii) of the PSA, as applied with respect to the Emro Plan immediately prior to the Transaction Closing Event.
- (g) **"PSA"** means that certain Purchase and Sale Agreement by and among Marathon Petroleum Corporation and the entities set forth on Schedule I thereto and 7-Eleven, Inc., dated as of August 2, 2020 (the "Signing Date"), and as thereafter amended from time to time.
- (h) **"Transaction Closing Event"** means the closing of the sale transaction provided for in the PSA.

### **ARTICLE XIV – Speedway Employee Participants Disposition**

This Article XIV is effective as of the Closing Event Date.

#### 14.1 **Disposition**

Effective on the Closing Event Date, and pursuant to the terms of the PSA, any participant who is a Business Employee DCP Participant, shall cease being a participant in the Plan and shall no longer have any benefit under the Plan and Marathon Petroleum Company LP shall have no further liabilities under the Plan with respect to such individual. (Such benefit will be assumed by 7-Eleven, Inc., Speedway LLC or other Acquired Entity as defined under the PSA and provided under a Buyer Deferred Compensation Plan.)

#### 14.2 Definitions

For purposes of this Article XIV, the following definitions apply:

- (a) **"Business Employee Participant"** has the meaning as defined in Section 5.2(g)(i) of the PSA.
- (b) **"Buyer Deferred Compensation Plan"** has the meaning as defined in Section 5.2(g)(i) of the PSA.
- (c) **"Closing Event Date"** means May 14, 2021, which is the date on which the Transaction Closing Event occurred.
- (d) **"PSA"** means that certain Purchase and Sale Agreement by and among Marathon Petroleum Corporation and the entities set forth on Schedule I thereto and 7-Eleven, Inc., dated as of August 2, 2020 (the "Signing Date"), and as thereafter amended from time to time.
- (e) **"Transaction Closing Event"** means the closing of the sale transaction provided for in the PSA.

#### ARTICLE XV – Plan Freeze

Notwithstanding any other provision in the Plan to the contrary, effective January 1, 2021, (a) the Plan is frozen as to the entry of any new participants after December 31, 2020, (b) all Participants' Salary Deferral elections and corresponding Salary Deferrals are frozen, such that no additional Salary Deferrals may be made or otherwise credited under the Plan, with the exception of Salary Deferrals on 2020 annual bonus amounts to be paid in 2021, and (c) to the extent corresponding with the foregoing, no additional matching contribution type amounts shall be credited to Participants' Accounts; provided, however, that the Plan will continue to allow for any matching contribution type credits that would have been made under the Speedway Excess Benefit Plan or Marathon Petroleum Excess Benefit Plan for Participants who are employees of Speedway LLC through May 13, 2021.

IN WITNESS WHEREOF, the undersigned officer has caused this amendment and restatement of the Marathon Petroleum Deferred Compensation Plan to be adopted and executed on its behalf, effective December 31, 2023.

/s/ Fiona C. Laird

By: Fiona C. Laird

Titles: Chief Human Resources Officer and  
Senior Vice President Communications  
Marathon Petroleum Corporation, and Senior  
Vice President MPC Investment LLC

Date Signed: 12-14-2023

**APPENDIX A – List of Non-Business Employee DCP Participants for Speedway Deferred Compensation Plan Accommodation under Article XII**

Pursuant to Section 12.1 of the Plan, for reference purposes, the following individuals are Non-Business Employee DCP Participants:

1. Amburgey, Greg B.
2. Berry, Timothy J.
3. Freeman, Matthew Todd
4. Hedrick, James Michael
5. Heppner, David Raymond
6. Hiser, Raymond S.
7. Partee, Brian Keith

**APPENDIX B – List of Non-Business Employee DCP Participants for Emro Marketing Company Deferred Compensation Plan Accommodation under Article XIII**

Pursuant to Section 13.1 of the Plan, for reference purposes, the following individuals are Non-Business Employee DCP Participants:

1. David R. Heppner

**Marathon Petroleum Excess Benefit Plan**  
(as amended and restated effective December 31, 2023)

**Article I – Purpose; Plan History; Definitions**

The Marathon Petroleum Excess Benefit Plan (the “Plan”) was established on February 5, 1976, as the Marathon Oil Company Excess Benefit Plan, and has been amended from time to time. Its stated purpose is to compensate employees for the loss of benefits that occur due to limitations placed by the Internal Revenue Code on benefits payable and contributions permitted under qualified retirement plans. These limitations include Code section 415, Code section 401(k), Code section 401(m), Code section 402(g), and Code section 401(a) (17).

On January 1, 1998, Marathon Oil Company and Ashland Petroleum Inc. entered into a joint venture, called Marathon Ashland Petroleum LLC (“MAPLLC”). As a result of the formation of the joint venture and the transfer of a significant number of Marathon employees to MAPLLC, on April 1, 1998 a portion of the Marathon Oil Company Retirement Plan was spun off to create the Marathon Ashland Petroleum LLC Retirement Plan (“Retirement Plan”). Consistent with that action and pursuant to the agreement of the parties, Excess Retirement Benefits and Excess Thrift Benefits under the Marathon Oil Company Excess Benefit Plan for employees who transferred to MAPLLC during the 1998 calendar year were spun-off to create the Marathon Ashland Petroleum LLC Excess Benefit Plan (the “MAPLLC Excess Benefit Plan”). Any elections in effect under the Marathon Oil Company Excess Benefit Plan (such as beneficiary designations or Group I employee elections, etc.) continued to apply under the MAPLLC Excess Benefit Plan, until and unless changed. The terms and conditions of this MAPLLC Excess Benefit Plan were substantially the same as the terms and conditions of the Marathon Oil Company Excess Benefit Plan.

Effective September 1, 2005, MAPLLC changed its name to Marathon Petroleum Company LLC (“MPC” or “the Company”). Therefore, “MAP” has been replaced with “MPC” throughout this document, and all references to MPC are one and the same with respect to previous references to MAP. The name change from MAP to MPC does not affect any benefits under this Plan.

Effective January 1, 2006, the Plan was amended and restated to incorporate prior amendments.

Effective January 1, 2009, the Plan was amended and restated so as to apply only to benefits that are not fully distributed as of such date, including both 409A Accruals and Grandfathered Accruals.

Effective July 1, 2011, this Plan was restated primarily to provide for the allocation of liabilities between this Plan and the corresponding excess benefit plan for employees of Marathon Oil Company in accordance with the Employee Matters Agreement and to provide the Select Group Members with a Final Average Pay adjustment for their Legacy Retirement Benefit which corresponds to the Final Average Pay adjustment made available under the Retirement Plan to other participants for their Legacy Retirement Benefit. October 1, 2010, Marathon Petroleum Company LLC changed its name to Marathon Petroleum Company LP and is reflected as such throughout this document. (References to “MPC” include MAPLLC, Marathon Petroleum Company LLC, and Marathon Petroleum Company LP as the context requires).

Effective October 29, 2014, the Plan was amended and restated, primarily to provide for an additional Excess Retirement Benefit, as set forth in Plan Section 3.1(d). This additional Excess Retirement Benefit is intended to address the decrease in the lump sum benefit that may occur as a result of age-related conversion factors used to calculate the lump sum Legacy Retirement Benefit, to provide a retention incentive for certain individuals whose continued service is deemed to be in the best interests of the Company, as determined by the Compensation Committee of the Marathon Petroleum Corporation Board of Directors.

Effective January 1, 2017, the Plan was amended and restated. Subsequent to that restatement, the Excess Benefit was amended from time to time.

This document amends and restates the Plan, effective December 31, 2023, and incorporates the amendments made subsequent to the Plan's January 1, 2017, amendment and restatement.



With respect to the 409A Accruals, the Plan, as amended and restated then and thereafter amended from time to time, is intended to conform to the requirements of Code section 409A, and, in all respects, shall be administered and construed in accordance with such requirements. With respect to the Grandfathered Accruals, the Plan, as amended and restated from time to time on and after January 1, 2009, does not represent a material enhancement of the benefits or rights available under the Plan on October 3, 2004.

This Plan sets forth the terms and conditions under which benefits designed to compensate Employees for the aforementioned losses of benefits shall be accrued and paid by the applicable Employer. Capitalized terms, unless otherwise specified, are defined under the Retirement Plan, the Thrift Plan, and the Employee Matters Agreement. In addition, for purposes of this Article I and the remainder of this Plan, the following definitions apply:

**"409A Accruals"** means those benefits that were accrued after or became vested after 2004, as adjusted for interest or changes in present value, as applicable. Such amounts shall be determined in accordance with Code section 409A.

**"Beneficiary"** means the person or persons who under this Plan becomes entitled to receive a Participant's interest in the event of the Participant's death, as determined under Section 3.3(b) of this Plan.

**"Board"** means the Board of Managers of MPC Investment LLC (the "General Partner") the general partner of Marathon Petroleum Company LP.

**"Code"** means the Internal Revenue Code.

**"Code section 409A"** means section 409A of the Code and any Treasury and Internal Revenue Service regulations and guidance issued thereunder.

**"Company"** means Marathon Petroleum Company LP.

**"Distribution Agreement"** means the Separation and Distribution Agreement dated as of May 25, 2011 among Marathon Oil Corporation, Marathon Oil Company and Marathon Petroleum Corporation.

**"Distribution Date"** means June 30, 2011.

**"Employee"** means any individual employed by an Employer.

**"Employee Matters Agreement"** means the agreement respecting certain employee matters dated as of May 25, 2011 between Marathon Oil Corporation and Marathon Petroleum Corporation.

**"Employer"** includes the Company and each related company or business which is part of the same controlled group under Code sections 414(b) or 414(c); provided that where specified by the Employer in accordance with Code section 409A in applying Code section 1563(a)(1) – (a)(3) for purposes of determining a controlled group of corporations under Code section 414(b) and in applying Treasury Regulation section 1.414(c)-2 for purposes of determining whether trades or businesses are under common control under Code section 414(c), the phrase "at least 50 percent" is used instead of "at least 80 percent." In addition, the term "Employer" shall also include any entity that previously met the requirements of an "Employer" as set forth herein that continues to employ a Participant to the extent so designated by the Plan Administrator.

**"Grandfathered Accruals"** means those benefits that are exempt from Code section 409A because they were accrued and vested before January 1, 2005, as adjusted for interest or changes in present value, as applicable. Such amounts shall be determined in accordance with Code section 409A.

**"Gross Pay"** shall have the same meaning as "Gross Pay" as applicable under the terms of the Thrift Plan.

**"Legacy Retirement Benefit"** as defined in the Retirement Plan, means the Participant's retirement benefit (if any) determined under Section 3.3 of Appendix A (the Marathon Component) of the Retirement Plan, without taking into account any Plan Participation Service after December 31, 2009.

**"Participant"** means any individual who satisfies the eligibility requirements set forth in Article II.

**"Plan"** means the Marathon Petroleum Excess Benefit Plan.

**"Plan Administrator"** means the individual or committee and any successor as designated from time to time by the Company or the General Partner or delegate thereof, as the case may be, to administer the Plan; provided, that in the absence of such designated individual or committee, the Board shall be the Plan Administrator.

**"Retirement Plan"** means the Marathon Petroleum Retirement Plan, as in effect from time to time, including as most recently amended and restated effective as of December 31, 2019, and as thereafter amended from time to time, and, specifically, where the context so requires in this Plan, Appendix A (the Marathon Component) thereof. (This plan as it applies to this Plan was formerly known as the "Refining, Marketing and Transportation Sub-Plan of the Marathon Petroleum Retirement Plan.")

**"Select Group Member"** means a participant of the Retirement Plan who, on August 17, 2009, either was a supervisor in Salary Grade 14 or above or had a base pay of \$190,000 (specifically excluding bonus) or higher.

**"Separation from Service"** has the same meaning as set forth under Code section 409A with respect to an Employer.

**"Specified Employee"** has the meaning as set forth under Code section 409A and as determined by the Employer in accordance with its established policy.

**"Thrift Plan"** means the Marathon Petroleum Thrift Plan.

## **Article II – Eligibility**

### **2.1 Eligibility for Benefits**

The following individuals are eligible to accrue Excess Benefit Plan benefits:

- (a) (1) Every individual who qualifies for a benefit under the terms of the Retirement Plan and (i) whose benefit as determined under the Retirement Plan is reduced due to salary deferrals under the Marathon Petroleum Deferred Compensation Plan or any similar plan maintained by the Employer or by either Code section 415 or the annual compensation limit as set forth under Code section 401(a)(17) (collectively, the "Defined Benefit Limits"), or (ii) would accrue a Special Excess Bonus Recognition benefit as set forth in section 3.1(b) hereof and is designated by the Plan Administrator and (2) each Select Group Member whose Legacy Retirement Benefit under the Retirement Plan is determined without taking into account his or her changes in Final Average Pay after December 31, 2009.
- (b) Individuals who have contributed to the Thrift Plan for the applicable year and whose Company matching contributions under the Thrift Plan for that year were limited by Code Section 401(a)(17).

### **2.2 No Duplication of Benefits**

Any individual who is eligible under the terms of the Marathon Petroleum Deferred Compensation Plan or any similar plan maintained by the Employer shall receive excess Thrift accruals under that plan. No Participant shall receive duplicate benefits under the Thrift Plan, Excess Benefit Plan, or Deferred Compensation Plan.

### **2.3 Allocation of Liabilities under the Employee Matters Agreement**

- (a) Immediately following the Distribution Date this Plan pursuant to the Employee Matters Agreement shall assume the Liabilities of the Marathon Oil Company Excess Benefit Plan representing any benefits accrued by individuals (1) who are either MPC Employees or Delayed Transfer Employees who move from the MRO Group to the MPC Group and (2) who have accrued benefits under the Marathon Oil Company Excess Benefit Plan.

- (b) Immediately following the Distribution Date this Plan pursuant to the Employee Matters Agreement shall no longer have any Liabilities representing benefits accrued under this Plan by individuals (1) who are MRO Employees or Delayed Transfer Employees who move from the MPC Group to the MRO Group and (2) who have accrued benefits under this Plan, and the MRO Employees and Transfer Employees described in this Section 2.3(b) shall after the Distribution Date look exclusively to the Marathon Oil Company Excess Benefit Plan for the payment of such accrued benefits.

### **Article III – Excess Retirement and Thrift Benefits**

#### **3.1 Amount of Excess Retirement Benefit**

The amount of a Participant's benefit under this Section 3.1 (the "Excess Retirement Benefit"), shall be determined as of the Participant's Separation from Service, as follows:

- (a) The amount of Excess Retirement Benefit which a Participant or Beneficiary (as defined in Section 3.3(b)) is entitled to receive shall be equal to the excess of (1) over (2) below:
- (1) The amount of benefit which such Participant or Beneficiary would be entitled to receive under the Retirement Plan if such benefit were computed without giving effect to the Defined Benefit Limitations and including elected deferred compensation contributions as permitted under the Marathon Petroleum Deferred Compensation Plan or any similar plan maintained by the Employer; less
  - (2) The amount of benefit which such Participant or Beneficiary is entitled to receive under the Retirement Plan.
- (b) The following individuals shall be entitled to an additional Excess Retirement Benefit equal to the difference between (1) and (2) below ("Special Excess Bonus Recognition"): (i) Eligible Grandfather Employees and (ii) any Grade 19 and above Employee of Marathon Petroleum Company LP and its subsidiaries, who is recommended by the Senior Vice President of Human Resources of Marathon Petroleum Corporation and approved by the President and CEO of Marathon Petroleum Corporation.
- (1) An amount calculated under the Retirement Plan benefit formula, without regard to any Code mandated limitations (including, but not limited to, the Defined Benefit Limits) and including elected deferred compensation contributions as permitted under the Marathon Petroleum Deferred Compensation Plan or any similar plan maintained by the Employer, and substituting the following Final Average Pay (FAP) definition for the definition of "Final Average Pay" contained in the Retirement Plan:

Final Average Pay shall be the highest pay, excluding bonuses, of a Participant for any consecutive 36-month period during the ten years of employment immediately prior to January 1, 2013, plus the highest three bonuses paid out during the same ten years (not necessarily consecutive), divided by 36.
  - (2) An amount as normally determined under the Retirement Plan, plus any retirement benefit otherwise payable under the Plan (i.e., exclusive of any benefits attributable to the calculation in Section 3.1(b)(1) above).
- For purposes of the calculations in (1) and (2) of this Section 3.1(b) "Eligible Grandfather Employee" means any MPC employee eligible for Special Excess Bonus Recognition under Article III, Section A of this Plan prior to October 1, 2006. However, an individual's Eligible Grandfather Employee status shall permanently cease upon termination, retirement, or death as an employee.
- (c) If a Participant is a Select Group Member or a Beneficiary (as defined in Section 3.3(b)) is the Beneficiary of a Select Group Member, he or she shall be entitled to an additional Excess Retirement Benefit equal to the excess of (1) over (2) below:

- (1) The amount of the benefit which such Participant or Beneficiary would have been entitled to receive under the Retirement Plan as a Legacy Retirement Benefit if any changes in the Select Group Member's Final Average Pay after December 31, 2009, through December 31, 2012, had been taken into account under Section 4.02(c) of the Retirement Plan in computing his or her Legacy Retirement Benefit; less
  - (2) The amount of the benefit which such Participant or Beneficiary is entitled to receive under the Retirement Plan as a Legacy Retirement Benefit.
- (d) If a Participant (i) is appointed an Officer of Marathon Petroleum Corporation by the Marathon Petroleum Corporation Board of Directors, (ii) is approved to be eligible to receive the additional Excess Retirement Benefit, as determined in this Section 3.1(d)(1) and (2) below, by the Marathon Petroleum Corporation Board of Directors Compensation and Organization Development Committee or successor thereto as may be constituted from time to time, (iii) retires or dies on or after age 62 as an active employee, and (iv) at the time of such retirement or death, such Participant is eligible for a Legacy Retirement Benefit under the terms of the Retirement Plan and the Plan, he or she shall be entitled to an additional Excess Retirement Benefit, as follows:
- (1) In the event the lump sum interest rate at age 62 is less than or equal to the lump sum interest rate at retirement or death, the lump sum Legacy Retirement Benefit will be supplemented in an amount equal to the difference between A. and B., below:
    - A. The lump sum Legacy Retirement Benefit calculated using the age 62 lump sum conversion factor based on the applicable lump sum interest rate in effect at retirement or death under the terms of the Retirement Plan and the Plan; and
    - B. The lump sum Legacy Retirement Benefit calculated using the lump sum conversion factor for the actual age of retirement or death based on the lump sum interest rate in effect at retirement or death under the terms of the Retirement Plan and the Plan.
  - (2) In the event the lump sum interest rate at age 62 is greater than the lump sum interest rate at retirement or death, the lump sum Legacy Retirement Benefit will be supplemented in an amount equal to the difference between A. and B., below:
    - A. The lump sum Legacy Retirement Benefit calculated using the lump sum interest rate and lump sum conversion factor in effect at age 62 under the terms of the Retirement Plan and the Plan, and
    - B. The lump sum Legacy Retirement Benefit calculated using the lump sum interest rate and lump sum conversion factor in effect at retirement or death under the terms of the Retirement Plan and the Plan.
- Refer to Appendix I for examples of benefit calculations, as described in this Section 3.1(d).
- (e) Notwithstanding any provision of this Section 3.1 to the contrary, a Participant's Excess Retirement Benefit shall be determined under this Section 3.1 without giving effect to any in-service distribution of the Participant's Legacy Retirement Benefit type benefit under the Retirement Plan, such that the Participant's Excess Retirement Benefit shall be determined as if the Participant had not taken an in-service distribution of their Legacy Retirement Benefit type benefit.

### **3.2 Amount of Excess Thrift Benefit**

A Participant's benefit under this Section 3.2 for each year shall be equal to the maximum matching contribution determined under the applicable provisions of the Thrift Plan with respect to Gross Pay in excess of the applicable Code Section 401(a)(17) limit.

### **3.3 Payment of Excess Benefit**

A Participant shall be entitled to a cash distribution of the Participant's Excess Retirement Benefit and Excess Thrift Benefit, as applicable (collectively, the "Excess Benefit"), as provided in this Section 3.3.

- (a) Except as otherwise provided in this Section 3.3, a Participant's Excess Benefit shall be paid in a lump sum within 90 days of Separation from Service for any reason other than death.
- (b) In the event of the death of a Participant, the Participant's Excess Benefit shall be paid to the Participant's applicable Beneficiary in a lump sum within 90 days of the Participant's death or, if earlier, within the 90-day period following the Participant's Separation from Service as described in Section 3.3(a) (or, in the event of a Separation from Service of a Specified Employee (as defined below) not on account of death, the 90-day period described in Section 3.3(c)). The Participant's "Beneficiary" shall be: (i) with respect to the Participant's Excess Retirement Benefit, the Beneficiary will be his or her Eligible Surviving Spouse or estate (if no Eligible Surviving Spouse); and (ii) with respect to the Participant's Excess Thrift Benefit, the Participant's Beneficiary will be the beneficiary or beneficiaries designated under the Thrift Plan. In any event, if there is no valid Beneficiary under the terms of this Plan, the Excess Benefit will be paid to the person or persons comprising the first surviving class of the eligible classes as set forth: (1) the Participant's spouse; (2) the Participant's natural born and legally adopted children; (3) the Participant's surviving parents; (4) the Participant's surviving brothers and sisters; and (5) the executor or administrator of the Participant's estate.
- (c) Distribution of the Excess Benefit of a Participant who the Plan Administrator determines is a Specified Employee (other than such Participant's Grandfathered Accruals) shall be paid in a lump sum within the 90-day period following the first of the month following 6 months after Separation from Service (other than a Separation from Service on account of the death of Participant). In the event of a Separation from Service of a Specified Employee on account of death, payment shall be made pursuant to Section 3.3(b). Payment of a Specified Employee's Grandfathered Accruals shall be made in accordance with Section 3.3(a).
- (d) A Participant must be vested under the Retirement Plan in order for an Excess Retirement Benefit to be payable. The amount of any lump sum payment hereunder shall be determined by using the same factors and assumptions which would be used by the Retirement Plan for such Participant or Beneficiary at the Participant's Separation from Service. The balance of any Excess Retirement Benefit not paid at the Participant's Separation from Service shall accrue interest beginning at the Participant's Separation from Service at a rate used under the Retirement Plan to determine the actuarial equivalent lump sum of a life only monthly annuity.
- (e) A Participant must be fully vested under the Thrift Plan in order for an Excess Thrift Benefit to be payable. The balance of any Excess Thrift Benefit not paid at the Participant's Separation from Service shall accrue interest at the "Stable Value Fund" rate provided under the Thrift Plan until the entire balance has been paid. If the "Stable Value Fund" rate becomes unavailable for any reason, whether for purposes of this Section 3.3(e) or for purposes of Section 3.2, the Company shall, at its sole discretion, substitute a similar interest rate which will be applicable for time periods thereafter.
- (f) Distributions of 409A Accruals prior to January 1, 2009 were made under reasonable good faith interpretations of Code section 409A and transition guidance provided thereunder. Notwithstanding any contrary provisions of this Section 3.3, to the extent the Plan Administrator permitted a Participant to submit an election to receive payment in a form of distribution other than a lump sum and such payment commenced prior to 2009, the distribution of such Participant's Excess Benefit after 2008 shall be governed by procedures established by the Plan Administrator.

#### **3.4 Plan Freeze as to Certain Benefits**

Effective January 1, 2021, the Plan is frozen as to crediting of any additional Excess Thrift Benefit for any Participant in Company Salary Grades 16 and above, while maintaining Excess

Retirement Benefit crediting for such Participants, such that there is no duplication of credited amounts under the Marathon Petroleum Thrift Plan, the Marathon Petroleum Excess Benefit Plan, and/or the Marathon Petroleum Executive Deferred Compensation Plan.

#### **Article IV – Funding**

Benefits under this Plan shall be paid from the general assets of the applicable Employer. This Plan shall be administered as an unfunded plan which is maintained primarily for the purpose of providing supplemental retirement compensation “for a select group of management or highly compensated employees” as set forth in sections 201(2), 301(3), and 401(a)(1) of ERISA, and is not intended to meet the qualification requirements of section 401 of the Code. Any assets set aside by the Employer for the purpose of paying benefits under this Plan shall not be deemed to be the property of the Participant and shall be subject to claims of creditors of the Employer. No Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made. Any use of the words “contributions” or “contribute,” or any similar phrase, shall not require actual contributions or funding of this Plan and is only used for convenience when describing the deferral activities of this Plan.

#### **Article V – Plan Administration**

##### **5.1 General Duty**

It shall be the principal duty of the Plan Administrator to determine that the provisions of the Plan are carried out in accordance with its terms, for the exclusive benefit of persons entitled to participate in this Plan.

##### **5.2 Plan Administrator’s General Powers, Rights and Duties**

The Plan Administrator shall have full power to administer this Plan in all of its details, subject to the applicable requirements of law. For this purpose, the Plan Administrator is, as respects the rights and obligations of all parties with an interest in this Plan, given the powers, rights and duties specifically stated elsewhere in this Plan, or any other document, and in addition is given, but not limited to, the following powers, rights and duties:

- (a) to determine all questions arising under this Plan, including the power to determine the rights or eligibility of Employees or Participants and any other persons, and the amounts of their contributions or benefits under this Plan, to interpret the Plan, and to remedy ambiguities, inconsistencies or omissions;
- (b) to adopt such rules of procedure and regulations, including the establishment of any claims procedure that may be required by law, as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with this Plan;
- (c) to direct payments or distributions from this Plan in accordance with the provisions of this Plan;
- (d) to develop such information as may be required by it for tax or other purposes as respects this Plan; and
- (e) to employ agents, attorneys, accountants or other persons (who also may be employed by the Company), and allocate or delegate to them such powers as the Plan Administrator may consider necessary or advisable to properly carry out the administration of this Plan.

The Plan Administrator's decision in any matter involving the interpretation and application of this Plan shall be final and binding. In the event the Plan Administrator would have to decide any issue under this Plan which could affect the form or timing of the payment of deferred compensation under this Plan, then the Company shall make that decision.

##### **5.3 Indemnification of Administrator**

The Company agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Plan Administrator against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the

Company) occasioned by any act or omission to act in connection with this Plan, if such act or omission is or was in good faith. This Section 5.3 shall comply with Code section 409A and Treasury Regulation section 1.409A-3(i)(1)(iv) with regard to the requirements for reimbursements, to the extent applicable, for the period that such Employee's indemnification right hereunder shall exist.

#### 5.4 Information Required by Plan Administrator

The Plan Administrator shall obtain such data and information as deemed necessary or desirable in order to administer this Plan. The records of the Company as to an Employee's or Participant's period or periods of employment, termination of employment and the reason therefor, leave of absence, re-employment and earnings will be conclusive on all persons unless determined by independent agents or delegates of the Plan Administrator to be incorrect. Participants and other persons entitled to benefits under this Plan also shall furnish the Plan Administrator with such evidence, data or information, as the Plan Administrator considers necessary or desirable to administer this Plan.

#### 5.5 Claims and Review Procedures

- (a) *Claims Procedure.* If a Participant believes any rights or benefits are being improperly denied under this Plan, such Participant may file a claim in writing with the Plan Administrator. If any such claim is wholly or partially denied, the Plan Administrator shall notify such Participant of its decision in writing. Such notification shall be written in a manner calculated to be understood by such Participant and shall contain (i) specific reasons for the denial, (ii) specific reference to pertinent Excess Benefit Plan provisions, (iii) a description of any additional material or information necessary for the Participant to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the Participant wishes to submit a request for review. Such notification shall be given within 90 days after the claim is received by the Plan Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such Participant within the initial 90 day period.) If such notification is not given within such period the claim shall be considered denied as of the last day of such period and such Participant may request a review of his claim.
- (b) *Review Procedure.* Within 60 days after the date on which a Participant receives a written notice of a denied claim (or, if applicable, within 60 days after the date on which such denial is considered to have occurred) such Participant (or the Participant's duly authorized representative) may (i) file a written request with the Plan Administrator for a review of his denied claim and of pertinent documents, and (ii) submit written issues and comments to the Plan Administrator. The Plan Administrator shall notify such Participant of its decision in writing. Such notification shall be written in a manner calculated to be understood by such Participant and shall contain specific reasons for the decision as well as specific references to pertinent Excess Benefit Plan provision. The decision on review shall be made within 60 days after the request for review is received by the Plan Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Plan Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60 day period). If the decision on review is not made within such period, the claim shall be considered denied.
- (c) *Section 409A Requirements.* Any claim for benefits under this Section must be made by the Participant no later than the time prescribed by Code section 409A. If a claimant's claim or appeal is approved, any resulting payment of benefits will be made no later than the time prescribed for payment of benefits by Code Section 409A.

## **Article VI – Modification and Discontinuance**

### **6.1 Amendment and Termination**

The Company reserves the right to modify, suspend, or terminate this Plan at any time, in whole or in part, in such manner as it shall determine, provided that such action conforms to the requirements of Code section 409A. The Company shall exercise such right by written action adopted by its Board or any authorized delegate of the Board. Included in the Company's right to amend, suspend or terminate is the Company's right at any time to no longer permit any additional Participants under this Plan, to cease benefit accruals, and to distribute all benefits upon Excess Benefit Plan termination, all subject to the requirements of Code section 409A. The Plan Administrator may promulgate rules and procedures from time to time to carry out the provisions of this Article VI. However, in no event shall the Company have the right to eliminate or reduce any benefit, which has been vested or become forfeitable under this Plan. o future amendment to this Plan shall apply to Grandfathered Accruals to the extent such provision or amendment would constitute a "material modification" within the meaning of Code section 409A with respect to the Grandfathered Accruals unless such amendment expressly indicates otherwise.

### **6.2 Transfer of Liabilities**

In the event of a corporate transaction involving a Participant's Employer, the liabilities with respect to the Participant's Excess Benefit may be transferred to the entity or organization that becomes the Participant's employer following the corporate transaction to the extent that such transfer (i) is permitted by applicable law, (ii) with respect to the 409A Accruals is consistent with Code section 409A, and (iii) with respect to Grandfathered Accruals, does not represent a material enhancement of the Participant's benefits or rights available under the Plan on October 3, 2004. For these purposes, a corporate transaction shall include, but not be limited to, a merger, consolidation, separation, reorganization, liquidation, split-up, or spin-off.

## **ARTICLE VII – General Provisions**

### **7.1 Notices**

Each Participant entitled to benefits under the Plan must file in writing with the Plan Administrator such Participant's current home mailing address and each change of such address, and such Participant's current personal email address and each change of such personal email address. Any communication, statement or notice addressed to any such Participant at their home mailing address or personal email address most recently filed with the Plan Administrator, or to their Company-issued email address if employed by an Employer, will be binding upon such person for all purposes of the Plan, and the Plan Administrator shall not be obligated to search for or ascertain the whereabouts of any Participant. Any notice or document required to be given or filed with the Plan Administrator shall be considered as given or filed if delivered or mailed by registered mail, postage prepaid, to: Plan Administrator, Marathon Petroleum Deferred Compensation Plan, 539 S. Main Street, Findlay, OH 45840. For purposes of the preceding sentence, the Plan Administrator may permit a Participant or other person claiming an interest in or right under the Plan to provide a notice or document by email delivery to an email address designated by the Plan Administrator.

### **7.2 Employment Rights**

The Plan does not constitute a contract of employment, and participation in the Plan will not give any Participant the right to be retained in the employ of the Employer or any Affiliated Company nor any right or claim to any benefit under the Plan, unless such right or claim has specifically accrued under the terms of the Plan.



### **7.3 Interests Not Transferable**

Except as may be required by law, including the federal income and employment tax withholding provisions of the Code, or of an applicable state's income tax act, the interests of Participants and their beneficiaries under this Plan are not subject to the claims of their creditors and may not be voluntarily or involuntarily sold, transferred, alienated, assigned or encumbered. Notwithstanding any provision of the Plan to the contrary, the Plan shall not recognize or give effect to any domestic relations order attempting to alienate, transfer or assign any Participant benefits. The preceding shall not preclude the Employer from asserting any claim for damages or for any debt that the Employer may have with respect to the Participant; provided that any offset shall apply only where such debt is incurred in the ordinary course of the service relationship between the Employer and the Participant, the entire amount of reduction in any of the Participant's taxable years does not exceed \$5,000, and the reduction is made at the same time and in the same amount as the debt otherwise would have been due and collected from the Participant.

### **7.4 Facility of Payment**

When a Participant entitled to benefits under the Plan is under a legal disability, or, in the Plan Administrator's opinion, is in any way incapacitated so as to be unable to manage their financial affairs, the Plan Administrator may direct that the benefits to which such Participant otherwise would be entitled shall be made to such Participant's legal representative, or to such other person or persons as the Plan Administrator may direct the application of the benefits for the benefit of such Participant. Any payment made in accordance with such provisions of this Section 7.4 shall be a full and complete discharge of any liability for such payment.

### **7.5 Controlling State Law**

To the extent not superseded by the laws of the United States, the laws of the State of Ohio shall be controlling in all matters relating to the Plan.

### **7.6 Severability**

In case any provisions of the Plan shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions of the Plan, and the Plan shall be construed and enforced as if such illegal and invalid provisions had never been set forth in the Plan.

### **7.7 Statutory References**

All references to the Code and ERISA include reference to any comparable or succeeding provisions of any legislation, which amends, supplements or replaces such section or subsection.

### **7.8 Headings**

Section headings and titles are for reference only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

### **7.9 Non-taxable Benefits**

It is the intention of the Company that this Plan meet all requirements of the Code so that the benefits provided be non-taxable during the period of deferral and until actual distribution is made.

### **7.10 Effect on Other Benefit Plans**

Any benefit payable under the Retirement Plan or the Thrift Plan shall be paid solely in accordance with the terms and provisions of those plans, and nothing in the Plan shall operate or be construed in any way to modify, amend, or affect the terms and provisions of the Retirement Plan or Thrift Plan.

## ARTICLE VIII – Speedway Deferred Compensation Plan Accommodation

This Article VIII (including Appendix II referenced under Section 8.1) is effective as of the Closing Event Date.

### 8.1 Covered Participants; Assumption of Liabilities

Each Non-Business Employee DCP Participant under the Speedway Plan on the Closing Event Date shall be a Participant in this Plan with respect to his or her Speedway Excess Benefit and the liabilities for each such Speedway Excess Benefit are assumed by the Company as the sponsor of this Plan, such that Speedway LLC and any Employer in the Speedway Plan shall have no further liabilities with respect to any such Speedway Excess Benefit or to any such Non-Business Employee DCP Participant with respect to the Speedway Plan, and each such Non-Business Employee shall no longer be a participant in the Speedway Plan. For reference purposes, Appendix III sets forth a list of the Non-Business Employee DCP Participants.

### 8.2 Benefit Frozen; Earnings

A Participant's Speedway Excess Benefit shall be frozen and no further contributions or other additional benefit accrual will be permitted or otherwise credited to his or her Speedway Excess Benefit, provided, that, the portion of a Participant's Speedway Excess Benefit consisting his or her Speedway Excess Thrift Benefit may be adjusted for earnings and losses as may be provided from time to time under Section 8.3(e).

### 8.3 Time and Form of Payment Rules Applicable to Distributions

The time and form of payment rules, including any Participant elections with respect to same, that applied to a Participant's Speedway Excess Benefit at the time the liabilities for such Speedway Excess Benefit were assumed by this Plan shall continue to apply without change with respect to any distribution of the Participant's Speedway Excess Benefit. This means that the Participant shall be entitled to a cash distribution of his or her Speedway Excess Benefit as follows:

- (a) *General Rule for Distributions.* Except as otherwise provided in this Section 8.3, a Participant's Speedway Excess Benefit shall be paid in a lump sum within 90 days of Separation from Service for any reason other than death.
- (b) *Death.* In the event of the death of a Participant, the Participant's Speedway Excess Benefit shall be paid to the Participant's applicable Beneficiary in a lump sum within 90 days of the Participant's death or, if earlier, within the 90-day period following the Participant's Separation from Service as described in Section 8.3(a) (or, in the event of a Separation from Service of a Specified Employee (as defined below) not on account of death, the 90-day period described in Section 8.3(c)). The Participant's "Beneficiary" shall be designated in accordance with guidelines established by the Plan Administrator. Each Participant shall have the right to designate, or to rescind or change the designation of, a primary and a contingent Beneficiary to receive benefits payable in the event of the Participant's death. Such designation, or rescission or change of designation, shall be made in writing and shall be filed with the Plan Administrator. The designation, rescission, or change of designation shall be effective as of the date filed with the Plan Administrator and shall be controlling over any disposition by will or otherwise. In the event there shall be no Beneficiary so designated by such Participant living at the time of such Participant's death, then and in either of said events, any such benefits shall be paid to the person or persons comprising the first surviving class of the following classes: (1) the Participant's surviving spouse; (2) the Participant's surviving natural born and legally adopted children; (3) the Participant's surviving parents; (4) the Participant's surviving brothers and sisters; and (5) the executor or administrator of the Participant's estate.
- (c) *Delay for Specified Employees.* Distribution of the Speedway Excess Benefit of a Participant who the Plan Administrator determines is a Specified Employee (other than such Participant's Grandfathered Accruals) shall be paid in a lump sum within the 90-day period following the first of the month following 6 months after Separation from Service (other than a Separation from Service on account of the death of Participant). In the event of a Separation from Service of a Specified Employee on account of death, payment shall

be made pursuant to Section 8.3(b). Payment of a Specified Employee's Grandfathered Accruals shall be made in accordance with Section 8.3(a).

- (d) *Participant Must be Vested; Lump Sum Determinations; Interest on Unpaid Amounts.* The provisions of this Section 8.3(d) apply to that portion of a Participant's Speedway Excess Benefit consisting of his or her Speedway Excess Retirement Benefit. A Participant must be vested under the Retirement Plan in order for a Speedway Excess Benefit to be payable. The amount of any lump sum payment of such Speedway Excess Benefit shall be determined by using the same factors and assumptions which would be used by the Retirement Plan for such Participant or Beneficiary at the Participant's Separation from Service. The balance of any such Speedway Excess Benefit not paid at the Participant's Separation from Service shall accrue interest beginning at the Participant's Separation from Service at a rate used under the Retirement Plan to determine the actuarial equivalent lump sum of a life only monthly annuity.
- (e) *Earnings on Speedway Excess Thrift Benefit.* The portion of a Participant's Speedway Excess Benefit consisting of his or her Speedway Excess Thrift Benefit will be credited with earnings and losses pursuant to the provisions of the Plan that are otherwise applicable to Excess Thrift Benefits from time to time as determined by the Plan Administrator.

#### 8.4 No Material Modification as to Grandfathered Amounts; Code Section 409A

The accommodations made pursuant to this Article VIII with respect to the Grandfathered Accruals portion of a Participant's Speedway Excess Benefit along with the application of the other provisions of the Plan with respect to same are intended and designed such and shall be administered and interpreted at all times in a such a manner that they do not constitute a material modification within the meaning of Code section 409A (including, but not limited to any material enhancement or any additional of a new material benefit or right that affects such amounts) that would cause any such amounts to be subject to Code section 409A.

#### 8.5 Definitions

For purposes of this Article VIII, the following definitions apply:

- (a) **"Beneficiary"** has the meaning as defined in the Speedway Plan, provided, however, that for any Beneficiary designation made on or after the Closing Event Date, "Beneficiary" shall have the meaning as defined in this Plan.
- (b) **"Closing Event Date"** means May 14, 2021, which is the date on which the Transaction Closing Event occurred.
- (c) **"Employer"** has the meaning as defined in the Speedway Plan.
- (d) **"Grandfathered Accruals"** has the meaning as defined in the Speedway Plan.
- (e) **"Non-Business Employee DCP Participant"** has the meaning as defined in Section 5.2(g)(ii) of the PSA, as applied with respect to the Speedway Plan immediately prior to the Transaction Closing Event.
- (f) **"PSA"** means that certain Purchase and Sale Agreement by and among Marathon Petroleum Corporation and the entities set forth on Schedule I thereto and 7-Eleven, Inc., dated as of August 2, 2020, and as thereafter amended from time to time.
- (g) **"Retirement Plan"** has the meaning as defined in the Speedway Plan.
- (h) **"Speedway Excess Benefit"** means a Participant's "Excess Benefit" as defined under the Speedway Plan and as determined as at the Closing Event Date.
- (i) **"Speedway Excess Retirement Benefit"** means that portion of a Participant's Speedway Excess Benefit other than any portion consisting of the Speedway Excess Thrift Benefit, i.e., credited amounts under the Speedway Plan that were determined by reference to the Speedway Retirement Plan.
- (j) **"Speedway Excess Thrift Benefit"** means that portion of a Participant's Speedway Excess Benefit other than any portion consisting of the Speedway Excess Retirement

Benefit, i.e., credited amounts under the Speedway Plan that were determined by reference to the Speedway Component of the Marathon Petroleum Thrift Plan (formerly known as the "Retirement Savings Sub-Plan").

- (k) **"Speedway Plan"** means the Speedway Excess Benefit Plan as in effect to the Closing Event Date.
- (l) **"Transaction Closing Event"** means the closing of the sale transaction provided for in the PSA.

#### **ARTICLE IX – Speedway Employee Participants Disposition**

This Article IX is effective as of the Closing Event Date.

##### **9.1 Disposition**

Effective on the Closing Event Date, and pursuant to the terms of the PSA, any participant who is a Business Employee DCP Participant, shall cease being a participant in the Plan and shall no longer have any benefit under the Plan and Marathon Petroleum Company LP shall have no further liabilities under the Plan with respect to such individual. (Such benefit will be assumed by 7-Eleven, Inc., Speedway LLC or other Acquired Entity as defined under the PSA and provided under a Buyer Deferred Compensation Plan.)

##### **9.2 Definitions**

For purposes of this Article IX, the following definitions apply:

- (a) **"Business Employee Participant"** has the meaning as defined in Section 5.2(g)(i) of the PSA.
- (b) **"Buyer Deferred Compensation Plan"** has the meaning as defined in Section 5.2(g)(i) of the PSA.
- (c) **"Closing Event Date"** means May 14, 2021, which is the date on which the Transaction Closing Event occurred.
- (d) **"PSA"** means that certain Purchase and Sale Agreement by and among Marathon Petroleum Corporation and the entities set forth on Schedule I thereto and 7-Eleven, Inc., dated as of August 2, 2020 (the "Signing Date"), and as thereafter amended from time to time.
- (e) **"Transaction Closing Event"** means the closing of the sale transaction provided for in the PSA.

IN WITNESS WHEREOF, the undersigned officer has caused this amendment and restatement of the Marathon Petroleum Excess Benefit Plan to be adopted and executed on its behalf, effective December 31, 2023.

/s/ Fiona C. Laird

By: Fiona C. Laird

Titles: Chief Human Resources Officer and  
Senior Vice President Communications  
Marathon Petroleum Corporation, and Senior  
Vice President MPC Investment LLC

Date Signed: 12-14-2023

# **APPENDIX I – Benefit Calculation Example per Plan Section 3.1(d)**

## **Example 1: Lump sum interest rate at age 62 = lump sum interest rate at retirement (age 65)**

- Step 1: Calculate lump sum benefit using the age 62 lump sum conversion factor based on interest rate in effect at retirement (1.00%)
- Step 2: Calculate lump sum benefit using the conversion factor for the actual age of retirement (65) based on the lump sum interest rate in effect at retirement (1.00%)
- Step 3: Difference = supplemental payment.

	Step 1	Step 2	Step 3
	Hypothetical lump sum benefit at age 62	Lump sum benefit at age 65	Supplemental Payment
Annuity Payable	\$30,000	\$30,000	
Lump Sum Conversion Factor	224.23	197.06	
Lump Sum Benefit	\$6,726,900	\$5,911,800	\$815,100

## **Example 2: Lump sum interest rate at age 62 > lump sum interest rate at retirement (age 65)**

- Step 1: Calculate lump sum benefit using the age 62 lump sum conversion factor based on interest rate in effect at retirement (1.50%)
- Step 2: Calculate lump sum benefit using the conversion factor for the actual age of retirement (65) based on the lump sum interest rate in effect at retirement (1.00%)
- Step 3: Difference = supplemental payment.

	Step 1	Step 2	Step 3
	Hypothetical lump sum benefit at age 62	Lump sum benefit at age 65	Supplemental Payment
Annuity Payable	\$30,000	\$30,000	
Lump Sum Conversion Factor	211.62	197.06	
Lump Sum Benefit	\$6,348,600	\$5,911,800	\$436,800

## **APPENDIX II – List of Non-Business Employee DCP Participants**

Pursuant to Section 8.1 of the Plan, for reference purposes, the following individuals are Non-Business Employee DCP Participants:

1. Amburgey, Greg B.
2. Berry, Timothy J.
3. Blanco, Julius M.
4. Bradley, Mark A.
5. Bunch, Todd M.
6. De La Cruz, Jaime J.
7. Foos, Brent R.
8. Garrett, Truth Abbott
9. Harter, R.D.
10. Hedrick, James Michael
11. Heppner, David Raymond
12. Hiser, Raymond S.
13. Horstman, Joshua D.
14. Hoyng, Keith V.
15. Marchal, Jeffrey Scott
16. Rodman, Timothy Mark
17. Stauffer, Dennis L.
18. Testen, Terrence J.

**MARATHON PETROLEUM CORPORATION**  
**LIST OF SUBSIDIARIES**  
**as of December 31, 2023**

<b><u>Name of Subsidiary</u></b>	<b><u>Jurisdiction of Organization/Incorporation</u></b>
631 South Main Street Development LLC	Delaware
Alden Group Renewable Enterprise LLC	Delaware
Andeavor Field Services LLC	Delaware
Andeavor Gathering I LLC	Delaware
Andeavor LLC	Delaware
Andeavor Logistics CD LLC	Delaware
Andeavor Logistics LLC	Delaware
Andeavor Midstream Partners GP LLC	Delaware
Andeavor Midstream Partners LP	Delaware
Andeavor Midstream Partners Operating LLC	Delaware
Andeavor Servicios de Mexico, S. de R.L. de C.V.	Mexico
Asphalt Terminals LLC	Delaware
BEH Holding LLC	Delaware
Blanchard Pipe Line Company LLC	Delaware
Blanchard Refining Company LLC (d/b/a Galveston Bay Refinery)	Delaware
Blanchard Terminal Company LLC	Delaware
Buckeye Assurance Corporation	Vermont
Buffalo Terminal LLC	Delaware
Canton Refining Logistics LLC	Delaware
Carson Cogeneration LLC	Delaware
Catlettsburg Refining Logistics LLC	Delaware
Catlettsburg Refining, LLC	Delaware
Central de Hidrocarburos Limpios, S. de R.L. de C.V.	Mexico
Cincinnati BioRefining Corp.	Delaware
Cincinnati Renewable Fuels LLC	Delaware
Combustibles Playa Rosarito, S.A. de C.V.	Mexico
Corn Oil and Renewable Energy LLC	Delaware
Dakota Prairie Refining, LLC (d/b/a Dickinson Renewable Diesel Facility, Marathon Dickinson Refinery)	Delaware
Detroit Refining Logistics LLC	Delaware
Galveston Bay Refining Logistics LLC	Delaware
Garyville Refining Logistics LLC	Delaware
Giant Industries, Inc.	Delaware
Golden State Renewable Fuels LLC	Delaware
Gray Oak Gateway Holdings LLC	Delaware
Green River Processing, LLC	Delaware
Hardin Street Holdings LLC	Delaware

Hardin Street Marine LLC	Delaware
Hardin Street Transportation LLC	Delaware
Kenai LNG LLC	Delaware
Kenai Pipe Line Company LLC	Delaware
Marathon International Holdings LLC	Delaware
Marathon International Products Supply LLC	Delaware
Marathon Maritime Company	Delaware
Marathon Petroleum Canada Trading & Supply ULC	British Columbia
Marathon Petroleum Company Canada, Ltd.	Alberta
Marathon Petroleum Company LP (d/b/a Marathon Petroleum LP, Marathon Petroleum Company LLC)	Delaware
Marathon Petroleum Holding Company	Delaware
Marathon Petroleum Logistics Services LLC	Delaware
Marathon Petroleum Mexico, S. de R.L. de C.V.	Mexico
Marathon Petroleum Peru S.R.L.	Peru
Marathon Petroleum Service Company LLC	Delaware
Marathon Petroleum Servicios de Mexico, S. de R.L. de C.V.	Mexico
Marathon Petroleum Supply and Trading LLC	Delaware
Marathon Petroleum Supply LLC	Delaware
Marathon Petroleum Trading Canada LLC	Delaware
Marathon Pipe Line LLC (d/b/a Marathon Pipe Line (Delaware) LLC)	Delaware
Marathon PrePaid Card LLC	Ohio
Marathon Refining Logistics Services LLC	Delaware
Marathon Tanker Holdings LLC	Delaware
Marathon Trading and Supply Services Limited	United Kingdom
Marathon Transporte de Hidrocarburos, S. de R.L. de C.V.	Mexico
MarkWest Agua Blanca Pipeline, L.L.C.	Delaware
MarkWest Bluestone Ethane Pipeline, L.L.C.	Delaware
MarkWest Energy East Texas Gas Company, L.L.C.	Delaware
MarkWest Energy Finance Corporation	Delaware
MarkWest Energy Operating Company, L.L.C.	Delaware
MarkWest Energy Partners, L.P.	Delaware
MarkWest Energy West Texas Gas Company, L.L.C.	Delaware
MarkWest Hydrocarbon, L.L.C.	Delaware
MarkWest Liberty Bluestone, L.L.C.	Delaware
MarkWest Liberty Ethane Pipeline, L.L.C.	Delaware
MarkWest Liberty Gas Gathering, L.L.C.	Delaware
MarkWest Liberty Midstream & Resources, L.L.C.	Delaware
MarkWest Liberty NGL Pipeline, L.L.C.	Delaware
MarkWest Mariner Pipeline, L.L.C.	Delaware
MarkWest Ohio Fractionation Company, L.L.C.	Delaware
MarkWest Oklahoma Gas Company, L.L.C.	Oklahoma
MarkWest Panola Utility Company, L.L.C.	Delaware
MarkWest Pioneer, L.L.C.	Delaware
MarkWest Pipeline Company, L.L.C.	Texas

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MarkWest Ranger Pipeline Company, L.L.C.	Delaware
MarkWest Texas PNG Utility, L.L.C.	Texas
MarkWest Tornado GP, L.L.C.	Delaware
MarkWest Utica Operating Company, L.L.C.	Delaware
MPC Alaska Terminal Company LLC	Delaware
MPC Finance Co.	Delaware
MPC International Holdings LLC	Delaware
MPC Investment Fund, Inc.	Delaware
MPC Investment LLC (d/b/a MPC Investment LLC of Delaware)	Delaware
MPC Trade Receivables Company I LLC	Delaware
MPL Louisiana Holdings LLC	Delaware
MPLX Delaware Basin LLC	Delaware
MPLX Fuels Distribution LLC	Delaware
MPLX GP LLC	Delaware
MPLX Logistics Holdings LLC	Delaware
MPLX LP	Delaware
MPLX Operations LLC	Delaware
MPLX Ozark Pipe Line LLC	Delaware
MPLX Terminal and Storage LLC	Delaware
MPLX Terminals LLC	Delaware
MPLXIF LLC	Delaware
Mt. Airy Terminal LLC	Delaware
MTH Louisiana LLC	Delaware
MTH Ohio LLC	Delaware
MTH Texas LLC	Delaware
MTH West Virginia LLC	Delaware
MWE GP LLC	Delaware
Niles Properties LLC (d/b/a Niles Acquisitions (Niles Properties) LLC, Niles Acquisitions LLC (Niles Properties LLC))	Delaware
Ocean Tankers LLC	Delaware
Ohio River Pipe Line LLC	Delaware
Redland Vision, LLC	Delaware
Rendezvous Pipeline Company, LLC	Colorado
Rio Hub LLC	Delaware
Robinson Refining Logistics LLC	Delaware
RW Land Company	Delaware
San Juan Refining Company, LLC	New Mexico
South Houston Green Power, LLC	Delaware
St. Paul Park Refining Co. LLC (d/b/a Marathon St. Paul Park Refinery)	Delaware
Tesoro Alaska Company LLC (d/b/a Marathon Kenai Refinery)	Delaware
Tesoro Alaska Pipeline Company LLC	Delaware
Tesoro Alaska Terminals LLC	Delaware

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Tesoro Aviation Company	Delaware
Tesoro Companies, Inc.	Delaware
Tesoro Corporation	Arizona
Tesoro Environmental Resources Company	Delaware
Tesoro Great Plains Gathering & Marketing LLC (d/b/a Patterson Rail Terminal)	Delaware
Tesoro Great Plains Holdings Company LLC	Delaware
Tesoro Great Plains Midstream LLC	Delaware
Tesoro High Plains Pipeline Company LLC	Delaware
Tesoro Logistics Finance Corp.	Delaware
Tesoro Logistics GP, LLC	Delaware
Tesoro Logistics Northwest Pipeline LLC	Delaware
Tesoro Logistics Operations LLC	Delaware
Tesoro Logistics Pipelines LLC	Delaware
Tesoro Maritime Company	Delaware
Tesoro Mexico Supply & Marketing, S. de R.L. de C.V.	Mexico
Tesoro Petroleum (Singapore) Pte. Ltd.	Singapore
Tesoro Refining & Marketing Company LLC <sup>1</sup>	Delaware
Tesoro SoCal Cogen Company LLC (d/b/a Watson Cogeneration Company)	Delaware
Tesoro SoCal Pipeline Company LLC	Delaware
Tesoro Trading Company LLC	Delaware
Trans-Foreland Pipeline Company LLC	Delaware
Treasure Franchise Company LLC	Delaware
TTC Holdings LLC	Delaware
Virent, Inc.	Delaware
Watson Cogeneration Company LLC (d/b/a Watson Cogeneration Company)	Delaware
West Relay Gathering Company, L.L.C.	Delaware
Western Refining Company LLC (d/b/a Marathon El Paso Refinery)	Delaware
Western Refining Conan Gathering, LLC	Delaware
Western Refining de Mexico, S. de R.L. de C.V.	Mexico
Western Refining Delaware Basin Storage, LLC	Delaware
Western Refining Logistics GP, LLC	Delaware
Western Refining Logistics, LP	Delaware
Western Refining Pipeline, LLC	New Mexico
Western Refining Southwest LLC (d/b/a Western Refining Southwest (Delaware) LLC)	Delaware
Western Refining Terminals, LLC	Delaware
Western Refining Wholesale, LLC	Delaware
Western Refining Yorktown, Inc.	Delaware
Western Refining, Inc.	Delaware
WNR Mexico 1, LLC	Delaware
WNR Mexico 2, LLC	Delaware
WNRL Energy GP, LLC	Delaware

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WNRL Energy, LLC  
Woodhaven Cavern LLC

Delaware  
Delaware

1. Indicates d/b/a Marathon Los Angeles Refinery, Marathon Mandan Refinery, Marathon Salt Lake City Refinery, Tesoro Anacortes Refinery, Tesoro Anacortes Refining Company, Tesoro Los Angeles Refinery – Calciner Operations, Tesoro Los Angeles Refinery – Carson Operations, Tesoro Los Angeles Refinery – Wilmington Operations, Tesoro Refining & Marketing Company LLC, TRMC #66008, TRMC #66121, TRMC #66139, TRMC #66140, TRMC #66141, TRMC #66142, TRMC #66144, TRMC #66147, TRMC #66153, TRMC #66156, TRMC #66160, TRMC #66161, TRMC #66163, TRMC #66164, TRMC #66166, TRMC #66167, TRMC #66171, TRMC #66179, TRMC #66180, TRMC #66183, TRMC #66190, TRMC #66194, TRMC #66195 and TRMC #66198.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-271907) and Form S-8 (Nos. 333-255578, 333-248128, 333-227621, 333-212956, 333-181007, 333-175245 and 333-175244) of Marathon Petroleum Corporation of our report dated February 28, 2024 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Toledo, Ohio  
February 28, 2024

**POWER OF ATTORNEY**

KNOW ALL BY THESE PRESENTS, that each of the undersigned officers and directors of Marathon Petroleum Corporation, a Delaware corporation, hereby constitutes and appoints Michael J. Hennigan, John J. Quaid and Erin M. Brzezinski, and each of them, as his or her true and lawful attorney or attorneys-in-fact, with full power of substitution and revocation, for each of the undersigned and in the name, place, and stead of each of the undersigned, to sign on behalf of each of the undersigned an Annual Report on Form 10-K for the fiscal year ended December 31, 2023 pursuant to Section 13 of the Securities Exchange Act of 1934 and to sign any and all amendments to such Annual Report, and to file the same, with all exhibits thereto, and other documents in connection therewith including, without limitation, a Form 12b-25 with the Securities and Exchange Commission, granting to said attorney or attorneys-in-fact, and each of them, full power and authority to do so and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney or attorneys-in-fact or any of them or their substitute or substitutes may lawfully do or cause to be done by virtue thereof.

This power of attorney may be executed in multiple counterparts, each of which shall be deemed an original with respect to the person executing it.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the 28th day of February 2024.

/s/ Michael J. Hennigan

Michael J. Hennigan  
Director and Chief Executive Officer  
(principal executive officer)

/s/ John P. Surma

John P. Surma  
Chairman of the Board

/s/ John J. Quaid

John J. Quaid  
Executive Vice President and Chief Financial Officer  
(principal financial officer)

/s/ Erin M. Brzezinski

Erin M. Brzezinski  
Vice President and Controller  
(principal accounting officer)

/s/ Abdulaziz F. Alkhayyal

Abdulaziz F. Alkhayyal  
Director

/s/ Evan Bayh

Evan Bayh  
Director

/s/ Charles E. Bunch

Charles E. Bunch  
Director

/s/ Jonathan Z. Cohen

Jonathan Z. Cohen  
Director

/s/ Edward G. Galante

Edward G. Galante  
Director

/s/ Kim K.W. Rucker

Kim K.W. Rucker  
Director

/s/ Frank M. Semple

Frank M. Semple  
Director

/s/ J. Michael Stice

J. Michael Stice  
Director

/s/ Susan Tomasky

Susan Tomasky  
Director

## MARATHON PETROLEUM CORPORATION

CERTIFICATION PURSUANT TO SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002

I, Michael J. Hennigan, certify that:

1. I have reviewed this report on Form 10-K of Marathon Petroleum Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ Michael J. Hennigan

Michael J. Hennigan

Chief Executive Officer

## MARATHON PETROLEUM CORPORATION

CERTIFICATION PURSUANT TO SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002

I, John J. Quaid, certify that:

1. I have reviewed this report on Form 10-K of Marathon Petroleum Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 28, 2024

/s/ John J. Quaid

John J. Quaid

Executive Vice President and Chief Financial Officer

CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Marathon Petroleum Corporation (the "Company") on Form 10-K for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Hennigan, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2024

/s/ Michael J. Hennigan

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Michael J. Hennigan

Chief Executive Officer



CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Marathon Petroleum Corporation (the "Company") on Form 10-K for the year ended December 31, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, John J. Quaid, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that to the best of my knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 28, 2024

/s/ John J. Quaid

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John J. Quaid

Executive Vice President and Chief Financial Officer

**MARATHON PETROLEUM CORPORATION  
OFFICER COMPENSATION CLAWBACK POLICY**

**1. Purpose**

The purpose of this Officer Compensation Clawback Policy ("Policy") is to set forth the policy of Marathon Petroleum Corporation (the "Company") on recouping compensation from certain of the Company's officers and other designated individuals upon the occurrence of specified events. This Policy consolidates (a) in Section 4, certain specific recoupment provisions under the Company's annual cash bonus and long-term incentive programs and (b) in Section 5, the requirements under Section 10D of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Rule 10D-1 promulgated under the Exchange Act ("Rule 10D-1") and the listing standards and other rules and requirements (including Section 303A.14) of the New York Stock Exchange (the "Listing Standards") (such requirements, the "NYSE Clawback Requirements"). The applicable provisions of this Policy implementing the NYSE Clawback Requirements are generally referred to as the "NYSE Clawback Provisions."

Notwithstanding anything in this Policy to the contrary, this Policy is at all times subject to interpretation and operation in accordance with the final rules and regulations promulgated by the U.S. Securities and Exchange Commission (the "SEC"), Rule 10D-1, the Listing Standards, and any applicable SEC or New York Stock Exchange guidance or interpretations issued from time to time regarding the NYSE Clawback Requirements (collectively, the "Final Requirements"). To the extent this Policy is in any manner deemed inconsistent with such Final Requirements, this Policy shall be treated as retroactively amended to be compliant with such Final Requirements.

**2. Administration**

Except as specifically set forth herein, but subject to the Final Requirements, this Policy shall be administered by the Compensation and Organization Development Committee (the "Committee") of the Company's Board of Directors (the "Board"). The Committee is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate or advisable for the administration of this Policy, including the authority to correct any defect, supply any omission or reconcile any ambiguity, inconsistency or conflict in this Policy, subject to the Final Requirements. Any determinations made by the Committee under the terms of the Policy shall be final and binding on all affected individuals and need not be uniform with respect to each individual covered by the Policy. In the administration of this Policy, the Committee is authorized and directed to consult with the full Board or such other committees of the Board, such as the Audit Committee, as may be necessary or appropriate as to matters within the scope of such other committee's responsibility and authority, subject to the Final Requirements. Subject to any limitation of applicable law, the Committee may authorize and empower any officer or employee of the Company or its subsidiaries to take any and all actions necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee). Questions regarding this Policy should be directed to the Company's General Counsel.

**3. Definitions**

As used in this Policy, the following additional terms shall have the meanings herein specified:

“Accounting Restatement” means an accounting restatement of the Company’s financial statements due to the Company’s material noncompliance with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

“Annual Cash Bonus” means each cash bonus amount awarded under the Company’s Annual Cash Bonus program (or any applicable successor program(s)).

“Applicable Period” means the three completed fiscal years immediately preceding the date on which the Company is required to prepare an Accounting Restatement, as well as any transition period (that results from a change in the Company’s fiscal year) within or immediately following those three completed fiscal years (except that a transition period between the last day of the Company’s previous fiscal year and the first day of its new fiscal year end that comprises a period of at least nine (but no more than 12) months shall count as a completed fiscal year). The “date on which the Company is required to prepare an Accounting Restatement” is the earlier to occur of (a) the date the Board or the Audit Committee concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement or (b) the date a court, regulator or other legally authorized body directs the Company to prepare an Accounting Restatement, in each case regardless of if or when the restated financial statements are filed.

“Covered Officer” means (a) all current and former Executive Officers and (b) any other current or former employee of the Company or any of its subsidiaries who, due to the nature of his or her role or responsibilities, the Committee has deemed a “Designated Position” or an “Executive Resource.”

“Effective Date” means October 2, 2023.

“Erroneously Awarded Compensation” has the meaning set forth in Section 5.2 of this Policy.

“Executive Officer” has the meaning set forth in Rule 10D-1.

“Financial Reporting Measure” is any measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measure that is derived wholly or in part from such measure. Financial Reporting Measures include but are not limited to the following (and any measures derived from the following): stock price; total shareholder return (“TSR”); revenues; net income; operating income; profitability of one or more reportable segments; financial ratios; earnings before interest, taxes, depreciation and amortization (“EBITDA”); funds from operations and adjusted funds from operations; liquidity measures; return measures; earnings measures; any of such financial reporting measures relative to a peer group, where the Company’s financial reporting measure is subject to an Accounting Restatement; and tax basis income. A Financial Reporting Measure need not be presented within the Company’s financial statements or included in a filing with the SEC.

“Forfeiture Event” has the meaning set forth in Section 4.1 of this Policy.

“Incentive-Based Compensation” means any compensation that is granted, earned or vested based wholly or in part upon the attainment of a Financial Reporting Measure. For purposes of clarity,

Incentive-Based Compensation includes compensation that is in any plan, other than tax-qualified retirement plans, including long term disability, life insurance, and supplemental executive retirement plans, and any other compensation that is based on such Incentive-Based Compensation, such as earnings accrued on notional amounts of Incentive-Based Compensation contributed to such plans.

“LTI Awards” means awards, other than the Annual Cash Bonus, granted under the Marathon Petroleum Corporation 2021 Incentive Compensation Plan and any successor plan(s) or alternative arrangements, including without limitation: stock options, stock appreciation rights, restricted stock, restricted stock units, shares and other share-based awards, performance-based awards of cash, shares or units, and other rights, interests or options relating to shares or other property (including cash).

#### **4. Recoupment of Compensation upon Occurrence of a Forfeiture Event**

4.1 Forfeiture Event. A “Forfeiture Event” with respect to a Covered Officer occurs if:

(a) The Company is required to prepare an Accounting Restatement as a result of misconduct, and the Committee determines that (i) such Covered Officer knowingly engaged in the misconduct, (ii) such Covered Officer was grossly negligent with respect to such misconduct, or (iii) such Covered Officer knowingly or grossly negligently failed to prevent the misconduct; or

(b) The Committee concludes that such Covered Officer engaged in fraud, embezzlement or other similar misconduct materially detrimental to the Company; or

(c) The Committee concludes that such Covered Officer engaged in an intentional act of misconduct that has caused, or might reasonably be expected to cause, reputational harm that results in a material financial impact to the Company. The determination of what constitutes such reputational harm and material financial impact, and whether an action has caused or might reasonably be expected to cause such, shall be made in the Committee's sole discretion.

4.2 Compensation Covered. This Section 4 applies to (a) each Annual Cash Bonus paid on or after the Effective Date to an individual who is a Covered Officer on the last day of the performance year for such Annual Cash Bonus and (b) each LTI Award granted on or after the Effective Date to an individual who is a Covered Officer on the date of grant.

4.3 Recoupment of Annual Cash Bonus. Upon the occurrence of a Forfeiture Event with respect to such Covered Officer, the Committee may, but is not obligated to, require that such Covered Officer pay to the Company an amount up to the sum of all Annual Cash Bonus amounts paid to the Covered Officer for each performance year during which the misconduct occurred.

4.4 Recoupment of LTI Awards. Upon the occurrence of a Forfeiture Event with respect to such Covered Officer, the Committee may, but is not obligated to, require recoupment from such Covered Officer of an amount up to the sum of all LTI Awards granted to, held by, earned by, or settled with respect to, such Covered Officer during the fiscal year the misconduct occurred. The Committee may effect this recoupment using any or all of the following methods, or any other methods, as it deems appropriate in its sole discretion:

(a) In the case of unsettled LTI Awards, cause some or all of such LTI Awards to be forfeited by such Covered Officer;

(b) In the case of LTI Awards previously settled in cash, require that such Covered Officer pay to the Company an amount up to (but not in excess of) the amount paid in such settlements; and

(c) In the case of LTI Awards previously settled in shares or units, require that such Covered Officer pay to the Company an amount up to (but not in excess of) the lesser of (i) the value of such previously settled LTI Awards as of the date such awards were settled or (ii) the value of such previously settled LTI Awards as of the last trading day prior to the date on which the Company makes a demand for payment.

4.5 Timing of Recoupment. Unless otherwise determined by the Committee, any amount payable by such Covered Officer under this Section 4 shall be paid by such Covered Officer within 60 days of receipt from the Company of written notice requiring payment.

4.6 Effect of Change in Control. Notwithstanding the foregoing, this Section 4 shall not apply to any Covered Officer following the effective time of a Change in Control of the Company (as defined in the Marathon Petroleum Corporation Amended and Restated Executive Change in Control Severance Benefits Plan, or any successor plan(s), program(s) or arrangement(s)).

## **5. NYSE Clawback Provisions**

5.1 Accounting Restatement. Notwithstanding Section 4 of this Policy, and subject to Section 5.5 of this Policy, in the event the Company is required to prepare an Accounting Restatement, the Company shall, reasonably promptly, recoup the amount of any Erroneously Awarded Compensation Received by each Executive Officer during the Applicable Period.

5.2 Compensation Covered. This Section 5 applies to Incentive-Based Compensation Received by an Executive Officer on or after the Effective Date (a) after beginning services as an Executive Officer, (b) if that person served as an Executive Officer at any time during the performance period for such Incentive-Based Compensation, and (c) while the Company had a class of securities listed on a national securities exchange or national securities association. Incentive-Based Compensation is "Received" for purposes of this Policy in the Company's fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of such Incentive-Based Compensation occurs after the end of that period.

### 5.3 Determination of Erroneously Awarded Compensation.

(a) The amount of "Erroneously Awarded Compensation" subject to recovery under this Section 5 is the amount of Incentive-Based Compensation Received by the Executive Officer during the Applicable Period that exceeds the amount of Incentive-Based Compensation that would have been Received by the Executive Officer during such Applicable Period had it been determined based on the restated amounts.

(b) Erroneously Awarded Compensation shall be computed without regard to any taxes paid.

(c) With respect to any compensation plans or programs that take into account Incentive-Based Compensation, the amount of Erroneously Awarded Compensation subject to recovery hereunder

includes, but is not limited to, the amount contributed to any notional account based on Erroneously Awarded Compensation and any earnings accrued to date on that notional amount.

(d) For Incentive-Based Compensation based on stock price or TSR: (i) the amount of Erroneously Awarded Compensation shall be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or TSR upon which the Incentive-Based Compensation was Received; and (ii) the Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the New York Stock Exchange.

5.4 Timing and Method of Recoupment. Subject to the Final Requirements, the Committee shall determine, in its sole discretion, the timing and method for reasonably promptly recouping Erroneously Awarded Compensation hereunder, which methods may include without limitation (a) seeking reimbursement of all or part of any cash or equity-based award, (b) cancelling prior cash or equity-based awards, whether vested or unvested or paid or unpaid, (c) forfeiture of deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code and the regulations promulgated thereunder and (d) any other method authorized by applicable law or contract. Subject to the Final Requirements and compliance with any applicable law, the Company may affect recovery under this Policy from any amount otherwise payable to the Executive Officer, including amounts payable to such individual under any otherwise applicable Company plan or program, including base salary, bonuses or commissions and compensation previously deferred by the Executive Officer.

5.5 Recoupment Required; Exclusions. The Company is required pursuant to this Policy to recoup Erroneously Awarded Compensation from an Executive Officer in compliance with this Policy unless the Committee has determined that recovery would be impracticable solely for the following limited reasons, and subject to the following procedural and disclosure requirements:

(a) The direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation from such Executive Officer for this reason, the Committee must make a reasonable attempt to recover such Erroneously Awarded Compensation from such Executive Officer, document such reasonable attempt(s) to recover and provide that documentation to the New York Stock Exchange;

(b) Recovery would violate home country law where that law was adopted prior to November 28, 2022. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation from such Executive Officer for this reason, the Company must satisfy the applicable opinion and disclosure requirements of the Final Requirements; or

(c) Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder. For purposes of clarity, this reason only applies to tax-qualified retirement plans and does not apply to other plans, including long term disability, life insurance, and supplemental executive retirement plans, or any other compensation that is based on Incentive-Based Compensation in such plans, such as earnings accrued on notional amounts of Incentive-Based Compensation contributed to such plans.

5.6 No Indemnification of Executive Officers. Notwithstanding the terms of any indemnification or insurance policy or any contractual arrangement with any Executive Officer that may be interpreted to

the contrary, or otherwise, the Company shall not indemnify any Executive Officer against the loss of any Erroneously Awarded Compensation, including any payment or reimbursement for the cost of insurance purchased by any Executive Officer to fund potential clawback obligations under this Policy.

## **6. Indemnification of Committee and Board**

Any members of the Committee, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and, subject to the Final Requirements, shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. Subject to the Final Requirements, the foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.

## **7. Amendment; Termination**

The Board may amend, modify, supplement, rescind or replace all or any portion of this Policy at any time and from time to time in its discretion, and shall amend this Policy as it deems necessary to comply with applicable law or any rules or standards adopted by a national securities exchange on which the Company's securities are listed, all subject to the Final Requirements.

## **8. Other Recoupment Rights, Terms and Conditions**

8.1 Additional Rights. The Board intends that this Policy shall be applied to the fullest extent of the law. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company under applicable law or pursuant to the terms of any similar policy in any employment agreement, bonus plan, incentive compensation plan, long-term incentive award agreement, or similar agreement and any other legal remedies available to the Company.

8.2 Relationship of this Policy to Prior Clawback Policy. The clawback provisions under Section 4 of this Policy represent an amendment, restatement and continuation of the Company's clawback policies and provisions in effect prior to the Effective Date and applicable under certain circumstances described therein (the "Prior Clawback Policy"). This Policy continues, uninterrupted, but as modified hereby, the Prior Clawback Policy. For purposes of clarification, to the extent any compensation or other amounts or Executive Officers are covered by or subject to the NYSE Clawback Provisions by this Policy's terms, Section 4 of this Policy will operate only after, and as a supplement to (as opposed to superseding and/or replacing), the NYSE Clawback Provisions regarding such compensation or other amounts or Executive Officers.

8.3 Not Intended to Limit Other Claims. Nothing contained in this Policy, and no recoupment or recovery as contemplated by this Policy, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against a Covered Officer arising out of or resulting from any actions or omissions by such Covered Officer.

8.4 No Duplicative Recovery. To the extent that recovery of Erroneously Awarded Compensation is achieved under the NYSE Clawback Provisions of this Policy (or otherwise under the Final Requirements), then the Committee will credit the amount an applicable Executive Officer has already reimbursed the

Company against the amount subject to recovery under the remainder of this Policy. Also, to the extent that recovery of compensation or other amounts is achieved under 15 U.S.C. 7243 (Section 304 of the Sarbanes-Oxley Act of 2002), then the Committee will credit the amount an applicable Covered Officer has already reimbursed the Company against the amount subject to recovery under Section 4 of this Policy.

#### **9. Successors**

This Policy shall be binding and enforceable against all Covered Officers and Executive Officers and their respective beneficiaries, heirs, executors, administrators or other legal representatives.

#### **10. Exhibit Filing Requirement; Other Disclosure Requirements**

A copy of this Policy and any amendments thereto shall be posted on the Company's website and filed as an exhibit to the Company's annual report on Form 10-K. Otherwise, this Policy, and any recovery of compensation or other amounts by the Company pursuant to this Policy that is required to be disclosed in the Company's filings with the SEC, will be disclosed as required by the Securities Act of 1933, as amended, the Exchange Act, and related rules and regulations, including the Final Requirements.