

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

(Mark One)

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

For the quarterly period ended **September 30, 2021**
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, Ohio 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

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 (or for such shorter period that the registrant was required to file such reports), 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, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions 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 is a shell company (as defined in Rule 12b-2 of the Exchange Act) Yes ☐ No ☒

There were 615,587,681 shares of Marathon Petroleum Corporation common stock outstanding as of October 29, 2021.

MARATHON PETROLEUM CORPORATION
FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2021

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Unless otherwise stated or the context otherwise indicates, all references in this Form 10-Q to “MPC,” “us,” “our,” “we” or “the Company” mean Marathon Petroleum Corporation and its consolidated subsidiaries.

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
barrel	One stock tank barrel, or 42 U.S. gallons liquid volume, used in reference to crude oil or other liquid hydrocarbons
CBOB	Conventional Blending for Oxygenate Blending
EBITDA (a non-GAAP financial measure)	Earnings Before Interest, Tax, Depreciation and Amortization
EPA	U.S. Environmental Protection Agency
GAAP	Accounting principles generally accepted in the United States
LA CARB	California Air Resources Board
LA CARBOB	California Reformulated Gasoline Blendstock for Oxygenate Blending
LCM	Lower of cost or market
LIFO	Last in, first out, an inventory costing method
LLS	Louisiana Light Sweet crude oil, an oil index benchmark price
mbpd	Thousand barrels per day
MEH	Magellan East Houston crude oil, an oil index benchmark price
MMBtu	One million British thermal units, an energy measurement
NGL	Natural gas liquids, such as ethane, propane, butanes and natural gasoline
NYMEX	New York Mercantile Exchange
OTC	Over-the-Counter
PP&E	Property, plant and equipment
RIN	Renewable Identification Number
SEC	U.S. Securities and Exchange Commission
ULSD	Ultra-low sulfur diesel
USGC	U.S. Gulf Coast
VIE	Variable interest entity
WTI	West Texas Intermediate crude oil, an oil index benchmark price

PART I – FINANCIAL INFORMATION
ITEM 1. FINANCIAL STATEMENTS

MARATHON PETROLEUM CORPORATION
CONSOLIDATED STATEMENTS OF INCOME (Unaudited)

<i>(In millions, except per share data)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Revenues and other income:				
Sales and other operating revenues	\$ 32,321	\$ 17,408	\$ 84,647	\$ 51,807
Income (loss) from equity method investments ^(a)	122	117	306	(1,037)
Net gain on disposal of assets	—	1	3	6
Other income	170	22	366	69
Total revenues and other income	32,613	17,548	85,322	50,845
Costs and expenses:				
Cost of revenues (excludes items below)	29,563	16,673	77,824	48,517
LCM inventory valuation adjustment	—	(530)	—	1,185
Impairment expense	—	433	—	8,280
Depreciation and amortization	836	830	2,551	2,526
Selling, general and administrative expenses	681	673	1,881	2,080
Restructuring expenses	—	348	—	348
Other taxes	193	178	544	546
Total costs and expenses	31,273	18,605	82,800	63,482
Income (loss) from continuing operations	1,340	(1,057)	2,522	(12,637)
Net interest and other financial costs	328	359	1,053	1,032
Income (loss) from continuing operations before income taxes	1,012	(1,416)	1,469	(13,669)
Provision (benefit) for income taxes on continuing operations	(18)	(436)	21	(2,237)
Income (loss) from continuing operations, net of tax	1,030	(980)	1,448	(11,432)
Income from discontinued operations, net of tax	—	371	8,448	881
Net income (loss)	1,030	(609)	9,896	(10,551)
Less net income (loss) attributable to:				
Redeemable noncontrolling interest	38	20	79	61
Noncontrolling interests	298	257	853	(501)
Net income (loss) attributable to MPC	\$ 694	\$ (886)	\$ 8,964	\$ (10,111)
Per share data (See Note 9)				
Basic:				
Continuing operations	\$ 1.10	\$ (1.93)	\$ 0.80	\$ (16.93)
Discontinued operations	—	0.57	13.10	1.35
Net income (loss) per share	\$ 1.10	\$ (1.36)	\$ 13.90	\$ (15.58)
Weighted average shares outstanding	633	650	645	649
Diluted:				
Continuing operations	\$ 1.09	\$ (1.93)	\$ 0.79	\$ (16.93)
Discontinued operations	—	0.57	13.02	1.35
Net income (loss) per share	\$ 1.09	\$ (1.36)	\$ 13.81	\$ (15.58)
Weighted average shares outstanding	637	650	649	649

^(a) The nine months ended September 30, 2021 and September 30, 2020 include impairment expense. See Note 6 for further information.

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

MARATHON PETROLEUM CORPORATION
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
<i>(Millions of dollars)</i>				
Net income (loss)	\$ 1,030	\$ (609)	\$ 9,896	\$ (10,551)
Other comprehensive income (loss):				
Defined benefit plans:				
Actuarial changes, net of tax of \$1, \$5, \$65 and \$6, respectively	4	13	196	16
Prior service, net of tax of \$(3), \$(2), \$(8) and \$(8), respectively	(8)	(9)	(24)	(26)
Other, net of tax of \$—, \$—, \$(2) and \$(1), respectively	—	(2)	(4)	(4)
Other comprehensive income (loss)	(4)	2	168	(14)
Comprehensive income (loss)	1,026	(607)	10,064	(10,565)
Less comprehensive income (loss) attributable to:				
Redeemable noncontrolling interest	38	20	79	61
Noncontrolling interests	298	257	853	(501)
Comprehensive income (loss) attributable to MPC	<u>\$ 690</u>	<u>\$ (884)</u>	<u>\$ 9,132</u>	<u>\$ (10,125)</u>

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

MARATHON PETROLEUM CORPORATION
CONSOLIDATED BALANCE SHEETS (Unaudited)

<i>(Millions of dollars, except share data)</i>	September 30, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 5,874	\$ 415
Short-term investments	7,352	—
Receivables, less allowance for doubtful accounts of \$43 and \$18, respectively	9,511	5,760
Inventories	9,211	7,999
Other current assets	2,175	2,724
Assets held for sale	20	11,389
Total current assets	34,143	28,287
Equity method investments	5,384	5,422
Property, plant and equipment, net	37,630	39,035
Goodwill	8,256	8,256
Right of use assets	1,424	1,521
Other noncurrent assets	2,463	2,637
Total assets	<u>\$ 89,300</u>	<u>\$ 85,158</u>
Liabilities		
Current liabilities:		
Accounts payable	\$ 12,196	\$ 7,803
Payroll and benefits payable	808	732
Accrued taxes	2,114	1,105
Debt due within one year	73	2,854
Operating lease liabilities	444	497
Other current liabilities	1,263	822
Liabilities held for sale	—	1,850
Total current liabilities	16,898	15,663
Long-term debt	27,270	28,730
Deferred income taxes	5,545	6,203
Defined benefit postretirement plan obligations	1,354	2,121
Long-term operating lease liabilities	975	1,014
Deferred credits and other liabilities	1,294	1,207
Total liabilities	53,336	54,938
Commitments and contingencies (see Note 24)		
Redeemable noncontrolling interest	986	968
Equity		
MPC stockholders' equity:		
Preferred stock, no shares issued and outstanding (par value \$0.01 per share, 30 million shares authorized)	—	—
Common stock:		
Issued – 983 million and 980 million shares (par value \$0.01 per share, 2 billion shares authorized)	10	10
Held in treasury, at cost – 361 million and 329 million shares	(17,126)	(15,157)
Additional paid-in capital	33,256	33,208
Retained earnings	12,484	4,650
Accumulated other comprehensive loss	(344)	(512)
Total MPC stockholders' equity	28,280	22,199
Noncontrolling interests	6,698	7,053
Total equity	34,978	29,252
Total liabilities, redeemable noncontrolling interest and equity	<u>\$ 89,300</u>	<u>\$ 85,158</u>

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

MARATHON PETROLEUM CORPORATION
CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)

	Nine Months Ended September 30,	
	2021	2020
<i>(Millions of dollars)</i>		
Operating activities:		
Net income (loss)	\$ 9,896	\$ (10,551)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Amortization of deferred financing costs and debt discount	59	49
Impairment expense	—	8,280
Depreciation and amortization	2,551	2,526
LCM inventory valuation adjustment	—	1,185
Pension and other postretirement benefits, net	(535)	172
Deferred income taxes	(175)	(763)
Net gain on disposal of assets	(3)	(6)
(Income) loss from equity method investments	(306)	1,037
Distributions from equity method investments	466	428
Income from discontinued operations	(8,448)	(881)
Changes in income tax receivable	535	(1,172)
Net recognized (gains) losses on investments and derivatives	(11)	37
Changes in operating assets and liabilities, net of effects of businesses acquired:		
Current receivables	(3,765)	2,328
Inventories	(1,206)	1,165
Current accounts payable and accrued liabilities	4,670	(4,018)
Right of use assets and operating lease liabilities, net	5	(2)
All other, net	(187)	45
Cash provided by (used in) operating activities - continuing operations	3,546	(141)
Cash provided by (used in) operating activities - discontinued operations	(2,860)	1,232
Net cash provided by operating activities	686	1,091
Investing activities:		
Additions to property, plant and equipment	(983)	(2,330)
Disposal of assets	98	73
Investments – acquisitions and contributions	(150)	(436)
– redemptions, repayments and return of capital	39	122
Purchases of short-term investments	(9,457)	—
Sales of short-term investments	455	—
Maturities of short-term investments	1,652	—
All other, net	381	19
Cash used in investing activities - continuing operations	(7,965)	(2,552)
Cash provided by (used in) investing activities - discontinued operations	21,314	(272)
Net cash provided by (used in) investing activities	13,349	(2,824)
Financing activities:		
Commercial paper – issued	7,414	—
– repayments	(8,437)	—
Long-term debt – borrowings	10,975	13,212
– repayments	(14,274)	(10,144)
Debt issuance costs	—	(48)
Issuance of common stock	71	6
Common stock repurchased	(1,912)	—
Dividends paid	(1,130)	(1,133)
Distributions to noncontrolling interests	(923)	(941)
Repurchases of noncontrolling interests	(465)	—
All other, net	(35)	(30)
Net cash provided by (used in) financing activities	(8,716)	922

	Nine Months Ended September 30,	
	2021	2020
<i>(Millions of dollars)</i>		
Net change in cash, cash equivalents and restricted cash	\$ 5,319	\$ (811)
Cash, cash equivalents and restricted cash balances:^(a)		
Continuing operations - beginning of period	\$ 416	\$ 1,395
Discontinued operations - beginning of period ^(b)	140	134
Less: Discontinued operations - end of period ^(b)	—	98
Continuing operations - end of period	\$ 5,875	\$ 620

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

(b) Reported as assets held for sale 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
(Unaudited)

	MPC Stockholders' Equity									
	Common Stock		Treasury Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests	Total Equity	Redeemable Non-controlling Interest
	Shares	Amount	Shares	Amount						
<i>(Shares in millions; amounts in millions of dollars)</i>										
Balance as of December 31, 2020	980	\$ 10	(329)	\$ (15,157)	\$ 33,208	\$ 4,650	\$ (512)	\$ 7,053	\$ 29,252	\$ 968
Net income (loss)	—	—	—	—	—	(242)	—	286	44	20
Dividends declared on common stock (\$0.58 per share)	—	—	—	—	—	(379)	—	—	(379)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(300)	(300)	(20)
Other comprehensive income	—	—	—	—	—	—	1	—	1	—
Stock-based compensation	1	—	—	(1)	18	—	—	—	17	—
Equity transactions of MPLX	—	—	—	—	(4)	—	—	(120)	(124)	—
Balance as of March 31, 2021	981	\$ 10	(329)	\$ (15,158)	\$ 33,222	\$ 4,029	\$ (511)	\$ 6,919	\$ 28,511	\$ 968
Net income	—	—	—	—	—	8,512	—	269	8,781	21
Dividends declared on common stock (\$0.58 per share)	—	—	—	—	—	(381)	—	—	(381)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(272)	(272)	(21)
Other comprehensive income	—	—	—	—	—	—	171	—	171	—
Shares repurchased	—	—	(16)	(984)	—	—	—	—	(984)	—
Stock-based compensation	2	—	—	(5)	50	—	—	2	47	—
Equity transactions of MPLX	—	—	—	—	(34)	—	—	(114)	(148)	—
Balance as of June 30, 2021	983	\$ 10	(345)	\$ (16,147)	\$ 33,238	\$ 12,160	\$ (340)	\$ 6,804	\$ 35,725	\$ 968
Net income	—	—	—	—	—	694	—	298	992	38
Dividends declared on common stock (\$0.58 per share)	—	—	—	—	—	(370)	—	—	(370)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(290)	(290)	(20)
Other comprehensive loss	—	—	—	—	—	—	(4)	—	(4)	—
Shares repurchased	—	—	(16)	(978)	—	—	—	—	(978)	—
Stock-based compensation	—	—	—	(1)	32	—	—	2	33	—
Equity transactions of MPLX	—	—	—	—	(14)	—	—	(116)	(130)	—
Balance as of September 30, 2021	983	\$ 10	(361)	\$ (17,126)	\$ 33,256	\$ 12,484	\$ (344)	\$ 6,698	\$ 34,978	\$ 986

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

MARATHON PETROLEUM CORPORATION
CONSOLIDATED STATEMENTS OF EQUITY AND REDEEMABLE NONCONTROLLING INTEREST
(Unaudited)

	MPC Stockholders' Equity									
	Common Stock		Treasury Stock							
(Shares in millions; amounts in millions of dollars)	Shares	Amount	Shares	Amount	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Non-controlling Interests	Total Equity	Redeemable Non-controlling Interest
Balance as of December 31, 2019	978	\$ 10	(329)	\$ (15,143)	\$ 33,157	\$ 15,990	\$ (320)	\$ 8,445	\$ 42,139	\$ 968
Net income (loss)	—	—	—	—	—	(9,234)	—	(1,004)	(10,238)	20
Dividends declared on common stock (\$0.58 per share)	—	—	—	—	—	(377)	—	—	(377)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(300)	(300)	(20)
Other comprehensive loss	—	—	—	—	—	—	(6)	—	(6)	—
Stock-based compensation	1	—	—	(2)	17	—	—	1	16	—
Equity transactions of MPLX	—	—	—	—	(5)	—	—	(2)	(7)	—
Other	—	—	—	—	—	1	—	—	1	—
Balance as of March 31, 2020	979	\$ 10	(329)	\$ (15,145)	\$ 33,169	\$ 6,380	\$ (326)	\$ 7,140	\$ 31,228	\$ 968
Net income	—	—	—	—	—	9	—	246	255	21
Dividends declared on common stock (\$0.58 per share)	—	—	—	—	—	(380)	—	—	(380)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(279)	(279)	(21)
Other comprehensive loss	—	—	—	—	—	—	(10)	—	(10)	—
Stock-based compensation	—	—	—	(4)	31	—	—	3	30	—
Equity transactions of MPLX	—	—	—	—	8	—	—	(2)	6	—
Other	—	—	—	—	—	(1)	—	—	(1)	—
Balance as of June 30, 2020	979	\$ 10	(329)	\$ (15,149)	\$ 33,208	\$ 6,008	\$ (336)	\$ 7,108	\$ 30,849	\$ 968
Net income (loss)	—	—	—	—	\$ —	(886)	—	257	(629)	20
Dividends declared on common stock (\$0.58 per share)	—	—	—	—	—	(379)	—	—	(379)	—
Distributions to noncontrolling interests	—	—	—	—	—	—	—	(301)	(301)	(20)
Other comprehensive income	—	—	—	—	—	—	2	—	2	—
Stock-based compensation	1	—	—	(1)	18	—	—	2	19	—
Equity transactions of MPLX	—	—	—	—	(43)	—	—	27	(16)	—
Other	—	—	—	—	—	1	—	—	1	—
Balance as of September 30, 2020	980	\$ 10	(329)	\$ (15,150)	\$ 33,183	\$ 4,744	\$ (334)	\$ 7,093	\$ 29,546	\$ 968

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

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

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 the nation's largest refining system. 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 and its assets and liabilities are presented in our consolidated balance sheets as assets and liabilities held for sale as of December 31, 2020. In addition, we separately disclose the operating and investing cash flows of Speedway as discontinued operations within our consolidated statements of cash flow. See Note 4 for discontinued operations disclosures.

Basis of Presentation

All significant intercompany transactions and accounts have been eliminated.

These interim consolidated financial statements are unaudited; however, in the opinion of our management, these statements reflect all adjustments necessary for a fair statement of the results for the periods reported. All such adjustments are of a normal, recurring nature unless otherwise disclosed. These interim consolidated financial statements, including the notes, have been prepared in accordance with the rules of the SEC applicable to interim period financial statements and do not include all of the information and disclosures required by GAAP for complete financial statements.

These interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2020. The results of operations for the three and nine months ended September 30, 2021 are not necessarily indicative of the results to be expected for the full year.

In accordance with ASC 205, *Discontinued Operations*, intersegment sales from our Refining & Marketing segment to Speedway are no longer eliminated as intercompany transactions and are now presented within sales and other operating revenue, since we continue to supply fuel to Speedway subsequent to its sale to 7-Eleven. All periods presented have been retrospectively adjusted through the sale date of May 14, 2021 to reflect this change. Additionally, beginning August 2, 2020, in accordance with ASC 360, *Property, Plant, and Equipment*, we ceased recording depreciation and amortization for Speedway's PP&E, finite-lived intangible assets and right of use lease assets.

We invested a significant portion of the Speedway sale proceeds in investment grade debt, commercial paper and certificates of deposit with maturities greater than three months. As a result, we have updated our accounting policies for short-term investments and fair value as disclosed below:

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.

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. The fair value calculation for these Level 3 instruments at September 30, 2021 used significant unobservable inputs including: (1) NGL prices interpolated and extrapolated due to inactive markets ranging from \$0.68 to \$1.80 per gallon with a weighted average of \$0.88 per gallon and (2) the probability of renewal of 100 percent for the first and second 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. Unobservable inputs used in the models are significant to the fair values of the assets and liabilities.

2. ACCOUNTING STANDARDS

Recently Adopted

We adopted the following ASU during the first nine months of 2021, which did not have a material impact to our financial statements or financial statement disclosures:

ASU	Effective Date
2019-12 Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes	January 1, 2021

3. SHORT-TERM INVESTMENTS

Investments Components

The components of investments were as follows:

(In millions)	September 30, 2021						
	Fair Value Level	Amortized Cost	Unrealized Gains	Unrealized Losses	Fair Value	Cash and Cash Equivalents	Short-term Investments
Available-for-sale debt securities							
Commercial paper	Level 2	\$ 7,747	\$ 1	\$ —	\$ 7,748	\$ 1,369	\$ 6,379
Certificates of deposit and time deposits	Level 2	1,903	—	—	1,903	1,200	703
U.S. government securities	Level 1	128	—	—	128	100	28
Corporate notes and bonds	Level 2	397	—	—	397	155	242
Total available-for-sale debt securities		\$ 10,175	\$ 1	\$ —	\$ 10,176	\$ 2,824	\$ 7,352
Cash					3,050	3,050	—
Total					\$ 13,226	\$ 5,874	\$ 7,352

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

Unrealized losses on debt investments held from May 14, 2021 to September 30, 2021 were not material. Realized gains/losses were not material. All of our available-for-sale debt securities held as of September 30, 2021 mature within one year or less or are readily available for use.

4. 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 Speedway sale gain is accounted for as a discrete item within the discontinued operations income tax provision and includes a current tax provision of \$4.16 billion and a deferred income tax benefit of \$497 million due to the reversal of MPC's deferred tax liabilities related to Speedway.

The proceeds and related Speedway sale gain may be adjusted in future periods based on provisions of the purchase and sale agreement that allow for adjustments of working capital amounts and other miscellaneous items subsequent to the transaction closing date of May 14, 2021.

Results of operations for Speedway are reflected through the close of the sale. The following table presents Speedway results and the gain on sale as reported in income from discontinued operations, net of tax, within our consolidated statements of income.

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Revenues, other income and net gain on disposal of assets:				
Revenues and other income	\$ —	\$ 5,291	\$ 8,420	\$ 14,997
Net gain (loss) on disposal of assets	—	(1)	11,682	—
Total revenues, other income and net gain on disposal of assets	—	5,290	20,102	14,997
Costs and expenses:				
Cost of revenues (excludes items below)	—	4,696	7,654	13,176
LCM inventory valuation adjustment	—	—	—	25
Depreciation and amortization	—	36	3	237
Selling, general and administrative expenses	—	71	121	231
Other taxes	—	49	75	146
Total costs and expenses	—	4,852	7,853	13,815
Income from operations	—	438	12,249	1,182
Net interest and other financial costs	—	5	6	15
Income before income taxes	—	433	12,243	1,167
Provision for income taxes	—	62	3,795	286
Income from discontinued operations, net of tax	\$ —	\$ 371	\$ 8,448	\$ 881

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.

5. 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. As of September 30, 2021, we owned approximately 63 percent of the outstanding MPLX common units.

Unit Repurchase Program

On November 2, 2020, MPLX announced its board authorized a unit repurchase program for the repurchase of up to \$1 billion of MPLX's outstanding common units held by the public.

During the nine months ended September 30, 2021, MPLX repurchased 17,563,855 common units at an average cost per unit of \$26.79 and paid \$465 million of cash, with an additional \$5 million of cash paid in early October in connection with the settlement of certain late September repurchases. As of September 30, 2021, MPLX has \$497 million remaining under its unit repurchase authorization.

MPLX may utilize various methods to effect the repurchases, which could include open market repurchases, negotiated block transactions, tender offers, accelerated unit repurchases or open market solicitations for units, some of which may be effected through Rule 10b5-1 plans. The timing and amount of repurchases will depend upon several factors, including market and business conditions, and repurchases may be initiated, suspended or discontinued at any time. The repurchase authorization has no expiration date.

Cash Distributions

On November 2, 2021, MPLX declared a cash distribution for the third quarter of 2021, totaling \$1.31 billion, or \$1.28 per common unit, consisting of a base distribution amount of \$0.7050 per common unit and a special distribution amount of \$0.5750

per common unit. This distribution will be paid on November 19, 2021 to common unitholders of record on November 12, 2021. MPC's portion of this distribution is approximately \$829 million.

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 our Corporate and Midstream segments.

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 interests in MPLX were as follows:

<i>(In millions)</i>	Nine Months Ended September 30,	
	2021	2020
Decrease due to change in ownership	\$ (120)	\$ (23)
Tax impact	68	(17)
Decrease in MPC's additional paid-in capital, net of tax	<u>\$ (52)</u>	<u>\$ (40)</u>

6. IMPAIRMENTS

During the first nine months of 2021, we recognized impairment expense within our Midstream segment related to the divestiture, abandonment or closure of certain assets as detailed in the table below.

During the first quarter of 2020, the outbreak of COVID-19 caused overall deterioration in the economy and the environment in which we operate. The related changes to our expected future cash flows, as well as a sustained decrease in share price, were considered triggering events requiring the performance of various tests of the carrying values of our assets. Triggering events requiring the performance of various tests of the carrying value of our Midstream assets were also identified by MPLX as a result of the overall deterioration in the economy and the environment in which MPLX and its customers operate, which led to a reduction in forecasted volumes processed by the systems operated by MarkWest Utica EMG, L.L.C., MPLX's equity method investee, as well as a sustained decrease in the MPLX unit price.

The table below provides information related to the impairments recognized, along with the location of these impairments within our consolidated statements of income.

<i>(In millions)</i>	Income Statement Line	Three Months Ended September 30,		Nine Months Ended September 30,	
		2021	2020	2021	2020
Goodwill	Impairment expense	\$ —	\$ 64	\$ —	\$ 7,394
Equity method investments	Income (loss) from equity method investments	—	—	13	1,315
Long-lived assets	Impairment expense	—	369	—	886
Long-lived assets	Depreciation and amortization	13	—	56	—
Total impairments		<u>\$ 13</u>	<u>\$ 433</u>	<u>\$ 69</u>	<u>\$ 9,595</u>

Goodwill

During the first quarter of 2020, we recorded an impairment of goodwill of \$7.33 billion. The \$5.516 billion goodwill impairment within the Refining & Marketing segment was primarily driven by the effects of COVID-19 and the decline in commodity prices. The \$1.814 billion impairment within the Midstream segment was primarily driven by additional information related to the slowing of drilling activity, which had reduced production growth forecasts from MPLX's producer customers. The fair values of the reporting units for the first quarter of 2020 goodwill impairment analysis were determined based on applying both a discounted cash flow method, or income approach, as well as a market approach.

During the third quarter of 2020, we recorded an impairment of goodwill of \$64 million. The \$64 million of goodwill was transferred from our Midstream segment to our Refining & Marketing segment during the third quarter of 2020 in connection with the transfer to MPC of the MPLX wholesale distribution business. The transfer required goodwill impairment tests for the transferor and transferee reporting units. Our Refining & Marketing reporting unit that recorded the \$64 million impairment expense has no remaining goodwill.

Equity Method Investments

During the first quarter of 2020, we recorded equity method investment impairment charges totaling \$1.315 billion, of which \$1.25 billion related to MarkWest Utica EMG, L.L.C. and its investment in Ohio Gathering Company, L.L.C. The impairments were largely due to a reduction in forecasted volumes gathered and processed by the systems operated by the equity method investments. The fair value of the investments was determined based upon applying the discounted cash flow method, an income approach.

Long-lived Assets

During the first quarter of 2020, we identified long-lived asset impairment triggers relating to all of our refinery asset groups within the Refining & Marketing segment as a result of decreases to the Refining & Marketing segment expected future cash flows. The cash flows associated with these assets were significantly impacted by the effects of COVID-19 and commodity price declines. We performed recoverability tests for each refinery asset group by comparing the undiscounted estimated pretax cash flows to the carrying value of each asset group. Only the Gallup refinery's carrying value exceeded its undiscounted estimated pretax cash flows. It was determined that the fair value of the Gallup refinery's property, plant and equipment was less than the carrying value. As a result, we recorded a charge of \$142 million in the first quarter of 2020 to impairment expense on the consolidated statements of income.

During the first quarter of 2020, we identified an impairment trigger relating to asset groups within MPLX's Western Gathering and Processing ("G&P") reporting unit as a result of significant changes to expected future cash flows for these asset groups resulting from the effects of COVID-19. The cash flows associated with these assets were significantly impacted by volume declines reflecting decreased producer customer production as a result of lower commodity prices. We assessed each asset group within the Western G&P reporting unit for impairment. It was determined that the fair value of the East Texas G&P asset group's underlying assets were less than the carrying value. As a result, MPLX recorded impairment charges totaling \$350 million related to its property, plant and equipment and intangibles, which are included in impairment expense on our consolidated statements of income.

On August 3, 2020, we announced our plans to evaluate possibilities to strategically reposition our Martinez refinery, including the potential conversion of the refinery into a renewable diesel facility. Subsequent to August 3, 2020, we progressed activities associated with the conversion of the Martinez refinery to a renewable diesel facility, including applying for permits, advancing discussions with feedstock suppliers, and beginning detailed engineering activities. As a result of the progression of these activities, we identified assets that would be repurposed and utilized in a renewable diesel facility configuration and assets that would be abandoned since they had no function in a renewable diesel facility configuration. This change in our intended use for the Martinez refinery is a long-lived asset impairment trigger for the assets that would be repurposed and remain as part of the Martinez asset group. We assessed the asset group for impairment by comparing the undiscounted estimated pretax cash flows to the carrying value of the asset group and the undiscounted estimated pretax cash flows exceeded the Martinez asset group carrying value. We recorded impairment expense of \$342 million for the abandoned assets as we are no longer using these assets and have no expectation to use these assets in the future. Additionally, as a result of our efforts to progress the conversion of Martinez refinery into a renewable diesel facility, MPLX cancelled in-process capital projects related to its Martinez refinery logistics operations resulting in impairments of \$27 million in the third quarter of 2020.

Fair values of property, plant and equipment were determined using a combination of income and cost approaches. The income approach utilized significant assumptions including management's best estimates of the expected future cash flows and the estimated useful life of the asset groups. The cost approach utilized assumptions for the current replacement costs of similar assets adjusted for estimated depreciation and deterioration of the existing equipment and economic obsolescence. The fair value of the intangibles was determined based on applying the multi-period excess earnings method, which is an income approach.

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

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MPLX holds an interest. See Note 24 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 balance sheets.

<i>(In millions)</i>	September 30, 2021	December 31, 2020
Assets		
Cash and cash equivalents	\$ 39	\$ 15
Receivables, less allowance for doubtful accounts	624	478
Inventories	141	118
Other current assets	54	67
Assets held for sale	20	188
Equity method investments	4,001	4,036
Property, plant and equipment, net	20,158	21,418
Goodwill	7,657	7,657
Right of use assets	282	309
Other noncurrent assets	925	1,006
Liabilities		
Accounts payable	\$ 605	\$ 468
Payroll and benefits payable	6	4
Accrued taxes	95	76
Debt due within one year	1	764
Operating lease liabilities	61	63
Liabilities held for sale	—	101
Other current liabilities	284	297
Long-term debt	18,253	19,375
Deferred income taxes	11	12
Long-term operating lease liabilities	220	244
Deferred credits and other liabilities	527	437

8. RELATED PARTY TRANSACTIONS

Transactions with related parties were as follows:

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Sales to related parties	\$ 13	\$ 35	\$ 67	\$ 85
Purchases from related parties	251	187	673	540

Sales to related parties, which are included in sales and other operating revenues, consist primarily of refined product 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 from certain of our equity affiliates.

9. EARNINGS (LOSS) PER SHARE

We compute basic earnings (loss) per share by dividing net income (loss) 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 (loss) per share using the two-class method. Diluted income (loss) per share assumes exercise of certain stock-based compensation awards, provided the effect is not anti-dilutive.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
<i>(In millions, except per share data)</i>				
Income (loss) from continuing operations, net of tax	\$ 1,030	\$ (980)	\$ 1,448	\$ (11,432)
Less: Net income (loss) attributable to noncontrolling interest	336	277	932	(440)
Net income allocated to participating securities	—	—	1	—
Income (loss) from continuing operations available to common stockholders	694	(1,257)	515	(10,992)
Income from discontinued operations, net of tax	—	371	8,448	881
Income (loss) available to common stockholders	\$ 694	\$ (886)	\$ 8,963	\$ (10,111)
Weighted average common shares outstanding:				
Basic	633	650	645	649
Effect of dilutive securities	4	—	4	—
Diluted	637	650	649	649
Income (loss) available to common stockholders per share:				
Basic:				
Continuing operations	\$ 1.10	\$ (1.93)	\$ 0.80	\$ (16.93)
Discontinued operations	—	0.57	13.10	1.35
Net income (loss) per share	\$ 1.10	\$ (1.36)	\$ 13.90	\$ (15.58)
Diluted:				
Continuing operations	\$ 1.09	\$ (1.93)	\$ 0.79	\$ (16.93)
Discontinued operations	—	0.57	13.02	1.35
Net income (loss) per share	\$ 1.09	\$ (1.36)	\$ 13.81	\$ (15.58)

The following table summarizes the shares that were anti-dilutive and, therefore, were excluded from the diluted share calculation.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
<i>(In millions)</i>				
Shares issuable under stock-based compensation plans	3	12	3	11

10. EQUITY

In connection with the Speedway sale, our board of directors approved an additional \$7.1 billion share repurchase authorization bringing total share repurchase authorizations to \$10.0 billion prior to the June 2021 tender offer discussed below. The authorization has 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>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Number of shares repurchased	16	—	32	—
Cash paid for shares repurchased	\$ 928	\$ —	\$ 1,912	\$ —
Average cost per share	\$ 58.78	\$ —	\$ 60.91	\$ —

As of September 30, 2021, MPC has \$8.04 billion remaining under its share repurchase authorizations, which reflects the repurchase of 804,147 common shares for \$50 million that settled in the fourth quarter.

During the second quarter of 2021, MPC completed a modified Dutch auction tender offer, purchasing 15,573,365 shares of its common stock at a purchase price of \$63.00 per share, for an aggregate purchase price of approximately \$981 million, excluding fees and expenses related to the tender offer.

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 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 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 – transports, stores, distributes and markets crude oil and refined products principally for the Refining & Marketing segment via refining logistics assets, pipelines, terminals, towboats and barges; gathers, processes and transports natural gas; and gathers, transports, fractionates, stores and markets NGLs. The Midstream segment primarily reflects the results of MPLX.

Segment income represents income (loss) from operations attributable to the reportable segments. Corporate consists 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. In addition, certain items that affect comparability (as determined by the chief operating decision maker ("CODM")) are not allocated to the reportable segments. 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.

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The following reconciles segment income (loss) from operations to income (loss) from continuing operations before income taxes as reported in the consolidated statements of income:

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing	\$ 509	\$ (1,569)	\$ 135	\$ (3,610)
Midstream	1,042	960	2,991	2,734
Segment income (loss) from operations	1,551	(609)	3,126	(876)
Corporate	(186)	(197)	(523)	(625)
Items not allocated to segments:				
LCM inventory valuation adjustment	—	530	—	(1,185)
Impairments ^(a)	(13)	(433)	(69)	(9,595)
Idling expenses	(12)	—	(12)	—
Restructuring expenses ^(b)	—	(348)	—	(348)
Transaction-related costs ^(c)	—	—	—	(8)
Income (loss) from continuing operations	1,340	(1,057)	2,522	(12,637)
Net interest and other financial costs	328	359	1,053	1,032
Income (loss) from continuing operations before income taxes	\$ 1,012	\$ (1,416)	\$ 1,469	\$ (13,669)

^(a) Includes impairment of goodwill, equity method investments and long lived assets. See Note 6 for additional information.

^(b) See Note 16.

^(c) Includes costs incurred in connection with the Midstream strategic review. Costs incurred in connection with the Speedway separation are included in discontinued operations. See Note 4.

The following reconciles segment depreciation and amortization to total depreciation and amortization as reported in the consolidated statements of income:

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing	\$ 462	\$ 456	\$ 1,406	\$ 1,392
Midstream	329	335	994	1,010
Segment depreciation and amortization	791	791	2,400	2,402
Corporate	45	39	151	124
Total depreciation and amortization	\$ 836	\$ 830	\$ 2,551	\$ 2,526

The following reconciles segment revenues to sales and other operating revenues as reported in the consolidated statements of income:

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing				
Revenues from external customers ^(a)	\$ 31,109	\$ 16,493	\$ 81,324	\$ 49,164
Intersegment revenues	37	23	95	52
Refining & Marketing segment revenues	31,146	16,516	81,419	49,216
Midstream				
Revenues from external customers ^(a)	1,212	915	3,323	2,643
Intersegment revenues	1,242	1,232	3,689	3,638
Midstream segment revenues	2,454	2,147	7,012	6,281
Total segment revenues	33,600	18,663	88,431	55,497
Less: intersegment revenues	1,279	1,255	3,784	3,690
Sales and other operating revenues	\$ 32,321	\$ 17,408	\$ 84,647	\$ 51,807

^(a) Includes Refining & Marketing intercompany sales to Speedway prior to May 14, 2021 and related party sales. See Notes 4 and 8 for additional information.

The following reconciles segment capital expenditures and investments to total capital expenditures:

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing	\$ 228	\$ 254	\$ 538	\$ 995
Midstream	190	300	506	1,199
Segment capital expenditures and investments	418	554	1,044	2,194
Less investments in equity method investees	37	53	150	436
Plus:				
Corporate	28	16	72	61
Capitalized interest	18	29	48	85
Total capital expenditures ^(a)	\$ 427	\$ 546	\$ 1,014	\$ 1,904

^(a) Includes changes in capital expenditure accruals. See Note 21 for a reconciliation of total capital expenditures to additions to property, plant and equipment for the nine months ended September 30, 2021 and 2020 as reported in the consolidated statements of cash flows.

12. NET INTEREST AND OTHER FINANCIAL COSTS

Net interest and other financial costs were as follows:

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Interest income	\$ (5)	\$ (1)	\$ (8)	\$ (9)
Interest expense	331	376	1,019	1,102
Interest capitalized	(18)	(32)	(54)	(103)
Pension and other postretirement non-service costs ^(a)	10	6	66	2
Other financial costs	10	10	30	40
Net interest and other financial costs	\$ 328	\$ 359	\$ 1,053	\$ 1,032

^(a) See Note 23.

13. INCOME TAXES

We recorded a combined federal, state and foreign income tax benefit of \$18 million for the three months ended September 30, 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, state taxes, 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"). We recorded a combined federal, state and foreign income tax expense of \$21 million for the nine months ended September 30, 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 NOL carryback provided under the CARES Act offset by state taxes.

We recorded a combined federal, state and foreign income tax benefit of \$436 million for the three months ended September 30, 2020, which was higher 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, state taxes and a change in estimate related to the expected NOL carryback provided under the CARES Act, partially offset by non-tax deductible goodwill impairment. We recorded a combined federal, state and foreign income tax benefit of \$2,237 million for the nine months ended September 30, 2020, which was lower than the tax computed at the U.S. statutory rate due to a significant amount of our pre-tax loss consisting of non-tax deductible goodwill impairment charges, partially offset by the tax rate differential resulting from the expected NOL carryback provided under the CARES Act. Additionally, our non-controlling interest in MPLX generally provides an effective tax rate benefit since the tax associated with these ownership interests is paid by those interests, but this benefit was lower for the nine months ended September 30, 2020 due to impairment charges recorded by MPLX.

A reconciliation of the continuing operations tax provision (benefit) in dollars as determined using the federal statutory income tax rate applied to income (loss) before income taxes to the provision (benefit) for income taxes is shown in the table below.

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Tax computed at statutory rate	\$ 213	\$ (297)	\$ 309	\$ (2,870)
State and local income taxes, net of federal income tax effects	(10)	(59)	12	(275)
Goodwill impairment	—	13	—	1,170
Noncontrolling interests	(127)	(63)	(196)	81
Legislation ^(a)	(55)	(29)	(72)	(354)
Tax credits	(15)	(4)	(19)	(12)
Other	(24)	3	(13)	23
Provision (benefit) for income taxes on continuing operations	<u>\$ (18)</u>	<u>\$ (436)</u>	<u>\$ 21</u>	<u>\$ (2,237)</u>

^(a) 2021 and 2020 primarily reflect the impact of the CARES Act.

On March 27, 2020, the CARES Act was enacted by Congress and signed into law by President Trump in response to the COVID-19 pandemic. The CARES Act contained an NOL carryback provision, which allowed us to carryback our 2020 taxable loss to 2015 and later years. The five-year NOL carryback is available for all businesses producing taxable losses in 2018 through 2020 when tax was previously paid in the carryback years. As provided by the NOL carryback provision in the CARES Act, as of September 30, 2021, we have realized a total income tax benefit of \$2.30 billion. As of September 30, 2021, \$1.61 billion is recorded as an income tax receivable in other current assets, \$388 million was utilized to offset our third quarter cash tax payment obligation to the Internal Revenue Service ("IRS"), and \$302 million has been recorded as an offset to our accrued taxes due in the fourth quarter of 2021. Additionally, on October 8, 2021, MPC received \$1.55 billion of the refund from the IRS and expects to receive the remaining income tax receivable of \$59 million in the first half of 2022.

14. INVENTORIES

(In millions)	September 30, 2021	December 31, 2020
Crude oil	\$ 2,959	\$ 2,588
Refined products	5,303	4,478
Materials and supplies	949	933
Total	<u>\$ 9,211</u>	<u>\$ 7,999</u>

Inventories are carried at the lower of cost or market value. Costs of crude oil and refined products are aggregated on a consolidated basis for purposes of assessing whether the LIFO cost basis of these inventories may have to be written down to market values.

15. PROPERTY, PLANT AND EQUIPMENT

(In millions)	September 30, 2021			December 31, 2020		
	Gross PP&E	Accumulated Depreciation	Net PP&E	Gross PP&E	Accumulated Depreciation	Net PP&E
Refining & Marketing	\$ 30,794	\$ 14,490	\$ 16,304	\$ 30,306	\$ 13,257	\$ 17,049
Midstream	27,948	7,114	20,834	27,677	6,217	21,460
Corporate	1,415	923	492	1,356	830	526
Total	\$ 60,157	\$ 22,527	\$ 37,630	\$ 59,339	\$ 20,304	\$ 39,035

16. RESTRUCTURING

During the third quarter of 2020, we indefinitely idled our refinery located in Gallup, New Mexico and initiated actions to strategically reposition our Martinez, California refinery to a renewable diesel facility. We also approved an involuntary workforce reduction plan. In connection with these strategic actions, we recorded restructuring expenses of \$367 million in 2020.

The indefinite idling of the Gallup refinery and actions to strategically reposition the Martinez refinery to a renewable diesel facility resulted in \$195 million of restructuring expenses. Of the \$195 million of restructuring expenses, we expect \$130 million to settle in cash for costs related to decommissioning refinery processing units and storage tanks and fulfilling environmental remediation obligations. Additionally, we recorded a non-cash reserve against our materials and supplies inventory at these facilities of \$51 million.

The involuntary workforce reduction plan, together with employee reductions resulting from our actions affecting the Gallup and Martinez refineries, affected approximately 2,050 employees. We recorded \$172 million of restructuring expenses for separation benefits payable under our employee separation plan and certain collective bargaining agreements that we have settled in cash. Certain of the affected MPC employees provided services to MPLX. MPLX has various employee services agreements and secondment agreements with MPC pursuant to which MPLX reimburses MPC for employee costs, along with the provision of operational and management services in support of MPLX's operations. Pursuant to such agreements, MPC was reimbursed by MPLX for \$37 million of the \$172 million of restructuring expenses recorded for these actions.

Restructuring expenses were accrued as restructuring reserves within accounts payable, payroll and benefits payable, other current liabilities and deferred credits and other liabilities within our consolidated balance sheets. We expect cash payments for the remaining exit and disposal costs reserve to occur through 2024.

(In millions)	Employee separation costs	Exit and disposal costs	Total
Restructuring reserve balance at December 31, 2020	\$ 38	\$ 103	\$ 141
Cash payments	(37)	(41)	(78)
Restructuring reserve balance at September 30, 2021	\$ 1	\$ 62	\$ 63

17. FAIR VALUE MEASUREMENTS

Fair Values—Recurring

The following tables present assets and liabilities accounted for at fair value on a recurring basis as of September 30, 2021 and December 31, 2020 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.

(In millions)	September 30, 2021					
	Fair Value Hierarchy			Netting and Collateral ^(a)	Net Carrying Value on Balance Sheet ^(b)	Collateral Pledged Not Offset
	Level 1	Level 2	Level 3			
Assets:						
Commodity contracts	\$ 543	\$ 4	\$ —	\$ (542)	\$ 5	\$ 86
Liabilities:						
Commodity contracts	\$ 615	\$ 12	\$ —	\$ (627)	\$ —	\$ —
Embedded derivatives in commodity contracts	—	—	104	—	104	—

(In millions)	December 31, 2020					
	Fair Value Hierarchy			Netting and Collateral ^(a)	Net Carrying Value on Balance Sheet ^(b)	Collateral Pledged Not Offset
	Level 1	Level 2	Level 3			
Assets:						
Commodity contracts	\$ 82	\$ 6	\$ —	\$ (80)	\$ 8	\$ 31
Liabilities:						
Commodity contracts	\$ 81	\$ 10	\$ —	\$ (91)	\$ —	\$ —
Embedded derivatives in commodity contracts	—	—	63	—	63	—

(a) Represents the impact of netting assets, liabilities and cash collateral when a legal right of offset exists. As of September 30, 2021, cash collateral of \$85 million was netted with the mark-to-market derivative liabilities. As of December 31, 2020, cash collateral of \$11 million was netted with mark-to-market derivative liabilities.

(b) We have no derivative contracts that are covered by master netting arrangements reflected gross on the balance sheet.

The following is a reconciliation of the beginning and ending balances recorded for net liabilities classified as Level 3 in the fair value hierarchy.

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Beginning balance	\$ 102	\$ 51	\$ 63	\$ 60
Unrealized and realized losses included in net income	7	12	52	5
Settlements of derivative instruments	(5)	(2)	(11)	(4)
Ending balance	\$ 104	\$ 61	\$ 104	\$ 61

The amount of total losses for the period included in earnings attributable to the change in unrealized losses relating to assets still held at the end of period:

\$ 6	\$ 11	\$ 44	\$ 2
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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 fixed and floating rate 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 \$26.9 billion and \$30.2 billion at September 30, 2021, respectively, and approximately \$31.1 billion and \$34.9 billion at December 31, 2020, respectively. These carrying and fair values of our debt exclude the unamortized issuance costs which are netted against our total debt.

18. DERIVATIVES

For further information regarding the fair value measurement of derivative instruments, including any effect of master netting agreements or collateral, see Note 17. We do not designate any of our commodity derivative instruments as hedges for accounting purposes.

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 and (7) the purchase of soybean oil.

The following table presents the fair value of derivative instruments as of September 30, 2021 and December 31, 2020 and the line items in the 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.

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<i>(In millions)</i> Balance Sheet Location	September 30, 2021		December 31, 2020	
	Asset	Liability	Asset	Liability
Commodity derivatives				
Other current assets	\$ 547	\$ 627	\$ 88	\$ 91
Other current liabilities ^(a)	—	15	—	7
Deferred credits and other liabilities ^(a)	—	89	—	56

^(a) Includes embedded derivatives.

The table below summarizes open commodity derivative contracts for crude oil, refined products, blending products and soybean oil as of September 30, 2021.

<i>(Units in thousands of barrels)</i>	Percentage of contracts that expire next quarter	Position	
		Long	Short
Exchange-traded ^(a)			
Crude oil	88.8%	48,240	56,089
Refined products	93.0%	18,571	21,459
Blending products	61.3%	3,258	8,345
Soybean oil	92.6%	1,210	1,837

^(a) Included in exchange-traded are spread contracts in thousands of barrels: Crude oil - 1,900 long and 1,700 short; Refined products - 629 long and 500 short; Blending products - 75 short. There are no spread contracts for soybean oil.

The following table summarizes the effect of all commodity derivative instruments in our consolidated statements of income:

<i>(In millions)</i> Income Statement Location	Gain (Loss)			
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Sales and other operating revenues	\$ (19)	\$ —	\$ (34)	\$ 77
Cost of revenues	(121)	(23)	(354)	3
Total	\$ (140)	\$ (23)	\$ (388)	\$ 80

19. DEBT

Our outstanding borrowings at September 30, 2021 and December 31, 2020 consisted of the following:

<i>(In millions)</i>	September 30, 2021	December 31, 2020
Marathon Petroleum Corporation:		
Commercial paper	\$ —	\$ 1,024
Senior notes	8,549	9,849
Notes payable	1	1
Finance lease obligations	606	634
Total	\$ 9,156	\$ 11,508
MPLX LP:		
Bank revolving credit facility	—	175
Senior notes	18,600	20,350
Finance lease obligations	9	11
Total	\$ 18,609	\$ 20,536
Total debt	\$ 27,765	\$ 32,044
Unamortized debt issuance costs	(138)	(154)
Unamortized (discount) premium, net	(284)	(306)
Amounts due within one year	(73)	(2,854)
Total long-term debt due after one year	\$ 27,270	\$ 28,730

Available Capacity under our Credit Facilities as of September 30, 2021

<i>(Dollars in millions)</i>	Total Capacity	Outstanding Borrowings	Outstanding Letters of Credit	Available Capacity	Weighted Average Interest Rate	Expiration
<u>MPC, excluding MPLX</u>						
MPC bank revolving credit facility	\$ 5,000	\$ —	\$ 1	\$ 4,999	— %	October 2023
MPC trade receivables securitization facility	100	—	—	100	—	September 2022
<u>MPLX</u>						
MPLX bank revolving credit facility	3,500	—	—	3,500	— %	July 2024

MPC 364-Day Bank Revolving Credit Facilities

In February 2021, we elected to terminate our \$1 billion unsecured 364-day revolving credit facility due in April 2021. This facility provided us with additional liquidity and financial flexibility during the then ongoing commodity price and demand downturn. There were no borrowings under this credit facility, and we determined that the incremental borrowing capacity of the facility was no longer necessary. We do not intend to replace this facility. We incurred no early termination fees as a result of the early termination of this credit agreement.

Effective June 18, 2021, we terminated our \$1 billion unsecured 364-day revolving credit facility due in September 2021. There were no borrowings under this credit facility, and we determined that the incremental borrowing capacity of the facility was no longer necessary. We incurred no early termination fees as a result of the early termination of this credit agreement.

Trade Receivables Securitization Facility

On September 30, 2021, we entered into a new trade receivables securitization facility with a group of lenders, which provides for \$100 million of borrowing capacity. This facility replaces our previous trade receivables securitization facility that expired on July 16, 2021.

MPC Senior Notes

On March 1, 2021, we repaid the \$1 billion outstanding aggregate principal amount of 5.125% senior notes due March 2021.

In June 2021, all of the \$300 million outstanding aggregate principal amount of 5.125% senior notes due April 2024, including the portion of such notes for which Andeavor was the obligor, were redeemed at a price equal to 100.854% of the principal amount.

MPC intends to redeem all of the \$1.25 billion outstanding aggregate principal amount of MPC's 4.5% senior notes due May 1, 2023 and the \$850 million outstanding aggregate principal amount of MPC's 4.75% senior notes due December 15, 2023, including the portion of such notes for which Andeavor LLC, a wholly-owned subsidiary of MPC, is the obligor. The notes are expected to be redeemed on December 2, 2021, 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 expects to fund the redemption amount with cash on hand.

MPLX Senior Notes

On January 15, 2021, MPLX redeemed all the \$750 million outstanding aggregate principal amount of 5.250% senior notes due January 2025, including the portion of such notes issued by Andeavor Logistics LP, at a price equal to 102.625% of the principal amount.

On September 3, 2021 MPLX redeemed, at par value, all of the \$1 billion aggregate principal amount of floating rate senior notes due September 2022. MPLX primarily funded the redemption with borrowings under the MPC intercompany loan agreement.

20. REVENUE

The following table presents our revenues from external customers disaggregated by segment and product line.

<i>(In millions)</i>	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing:				
Refined products	\$ 29,257	\$ 15,356	\$ 75,594	\$ 45,893
Crude oil	1,687	990	4,999	2,868
Services and other	165	147	731	403
Total revenues from external customers	31,109	16,493	81,324	49,164
Midstream:				
Refined products	441	166	1,027	460
Services and other	771	749	2,296	2,183
Total revenues from external customers	1,212	915	3,323	2,643
Sales and other operating revenues	\$ 32,321	\$ 17,408	\$ 84,647	\$ 51,807

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 September 30, 2021, 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 September 30, 2021 include matching buy/sell receivables of \$3.85 billion.

21. SUPPLEMENTAL CASH FLOW INFORMATION

<i>(In millions)</i>	Nine Months Ended September 30,	
	2021	2020
Net cash provided by operating activities included:		
Interest paid (net of amounts capitalized)	\$ 935	\$ 901
Net income taxes paid to (received from) taxing authorities ^(a)	2,896	(130)

^(a) Includes income tax payments related to continuing and discontinued operations.

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>(In millions)</i>	Nine Months Ended September 30,	
	2021	2020
Additions to property, plant and equipment per the consolidated statements of cash flows	\$ 983	\$ 2,330
Increase (decrease) in capital accruals	31	(426)
Total capital expenditures	\$ 1,014	\$ 1,904

22. ACCUMULATED OTHER COMPREHENSIVE LOSS

The following table shows the changes in accumulated other comprehensive loss by component. Amounts in parentheses indicate debits.

<i>(In millions)</i>	Pension Benefits	Other Benefits	Gain on Cash Flow Hedge	Workers Compensation	Total
Balance as of December 31, 2019	\$ (212)	\$ (116)	\$ 1	\$ 7	\$ (320)
Other comprehensive loss before reclassifications, net of tax of \$(4)	(12)	(2)	—	—	(14)
Amounts reclassified from accumulated other comprehensive loss:					
Amortization – prior service credit ^(a)	(34)	—	—	—	(34)
– actuarial loss ^(a)	27	2	—	—	29
– settlement loss ^(a)	10	—	—	—	10
Other	—	—	—	(5)	(5)
Tax effect	(1)	—	—	1	—
Other comprehensive loss	(10)	—	—	(4)	(14)
Balance as of September 30, 2020	\$ (222)	\$ (116)	\$ 1	\$ 3	\$ (334)

<i>(In millions)</i>	Pension Benefits	Other Benefits	Gain on Cash Flow Hedge	Workers Compensation	Total
Balance as of December 31, 2020	\$ (338)	\$ (181)	\$ 1	\$ 6	\$ (512)
Other comprehensive gain (loss) before reclassifications, net of tax of \$38	115	1	—	(4)	112
Amounts reclassified from accumulated other comprehensive loss:					
Amortization – prior service credit ^(a)	(34)	2	—	—	(32)
– actuarial loss ^(a)	35	7	—	—	42
– settlement loss ^(a)	64	—	—	—	64
Other	—	—	—	(1)	(1)
Tax effect	(15)	(2)	—	—	(17)
Other comprehensive gain (loss)	165	8	—	(5)	168
Balance as of September 30, 2021	\$ (173)	\$ (173)	\$ 1	\$ 1	\$ (344)

^(a) These accumulated other comprehensive loss components are included in the computation of net periodic benefit cost. See Note 23.

23. PENSION AND OTHER POSTRETIREMENT BENEFITS

The following summarizes the components of net periodic benefit costs:

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Pension Benefits				
Service cost	\$ 73	\$ 70	\$ 221	\$ 210
Interest cost	23	25	69	73
Expected return on plan assets	(37)	(33)	(99)	(98)
Amortization – prior service credit	(11)	(12)	(34)	(34)
– actuarial loss	10	9	35	26
– settlement loss	15	8	64	9
Net periodic pension benefit cost	<u>\$ 73</u>	<u>\$ 67</u>	<u>\$ 256</u>	<u>\$ 186</u>
Other Benefits				
Service cost	\$ 9	\$ 9	\$ 26	\$ 27
Interest cost	7	8	22	24
Amortization – prior service cost	1	—	2	—
– actuarial loss	2	1	7	2
Net periodic other benefit cost	<u>\$ 19</u>	<u>\$ 18</u>	<u>\$ 57</u>	<u>\$ 53</u>

The components of net periodic benefit cost other than the service cost component are included in net interest and other financial costs on the consolidated statements of income.

During the nine months ended September 30, 2021, we made contributions of \$801 million to our funded pension plans. Benefit payments related to unfunded pension and other postretirement benefit plans were \$19 million and \$36 million, respectively, during the nine months ended September 30, 2021.

24. 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 September 30, 2021 and December 31, 2020, accrued liabilities for remediation totaled \$389 million and \$397 million, respectively. 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 \$6 million and \$7 million at September 30, 2021 and December 31, 2020, respectively.

Governmental and other entities in various states have filed lawsuits against energy companies, including MPC. The lawsuits allege damages as a result of climate change and the plaintiffs are seeking unspecified damages and abatement under various tort theories. We are currently subject to such proceedings in federal or state courts in California, Delaware, Maryland, Hawaii, Rhode Island and South Carolina. 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.

Other Legal Proceedings

In early 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 covered the rights of way for 23 tracts of land and demanded the immediate cessation of pipeline operations. The notification also assessed trespass damages of approximately \$187 million. THPP appealed this determination, which triggered an automatic stay of the requested pipeline shutdown and payment. On October 29, 2020, the Assistant Secretary - Indian Affairs issued an order vacating the BIA's trespass order and requiring the Regional Director for the BIA Great Plains Region to issue a new decision on or before December 15, 2020 covering all 34 tracts at issue. On December 15, 2020, the Regional Director of the BIA issued a new trespass notice to THPP consistent with the Assistant Secretary - Indian Affairs order vacating the prior trespass order. The new order found that THPP was in trespass and assessed trespass damages of approximately \$4 million (including interest), which has been paid. The order also required THPP to immediately cease and desist use of the portion of the pipeline that crosses the property at issue. THPP has complied with the Regional Director's December 15, 2020 notice. On February 12, 2021, landowners filed suit in the U.S. District Court for the District of North Dakota (the "District of North Dakota") against THPP, the Department of the Interior, the Assistant Secretary - Indian Affairs, the Interior Board of Indian Appeals and the BIA, requesting, among other things, that decisions by the Assistant Secretary - Indian Affairs and the Interior Board of Indian Appeals be vacated as to the award of damages to plaintiffs. In March 2021, THPP received a copy of an order purporting to vacate all orders related to THPP's alleged trespass issued by the BIA between July 2, 2020 and January 14, 2021. The order directs the Regional Director of the BIA to reconsider the issue of THPP's alleged trespass and issue a new order, if necessary, after all interested parties have had an opportunity to be heard. Subsequently, landowners voluntarily dismissed the suit filed in the District of North Dakota. On April 23, 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 challenging the March order purporting to vacate all previous orders related to THPP's alleged trespass.

MPLX continues to work towards a settlement of this matter with holders of the property rights at issue. Management does not believe the ultimate resolution of this matter will have a material adverse effect on our consolidated financial position, results of operations, or cash flows.

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 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 tends to follow the terms of the underlying debt, which extend through 2037. Our maximum potential undiscounted payments under these agreements for the debt principal totaled \$171 million as of September 30, 2021.

Dakota Access Pipeline

MPLX holds a 9.19 percent indirect interest in a joint venture ("Dakota Access") that owns and operates the Dakota Access Pipeline and Energy Transfer Crude Oil Pipeline projects, collectively referred to as the Bakken Pipeline system or DAPL. 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 ordered vacatur of the easement during the pendency of the EIS and further ordered a shut down of the pipeline by August 5, 2020. On August 5, 2020, the U.S. Court of Appeals for the District of Columbia (the "Court of Appeals") stayed the D.D.C.'s injunction that required the pipeline be shutdown and emptied of oil by August 5, 2020. On January 26, 2021, the Court of Appeals upheld the D.D.C.'s order vacating the easement while the Army Corps prepares the EIS. The Court of Appeals reversed the D.D.C.'s order to the extent it directed that the pipeline be shutdown and emptied of oil. In May 2021, the D.D.C. denied a renewed request for an injunction to shut down the pipeline while the EIS is being prepared. In June 2021, the D.D.C. issued an order dismissing without prejudice the tribes'

claims against the Dakota Access Pipeline. The judge noted that the plaintiffs may move to reopen the case in the event of a violation of the court's prior orders. Dakota Access has petitioned the U.S. Supreme Court for review of the Court of Appeal's decision upholding the D.D.C.'s order vacating the easement. The pipeline remains operational.

MPLX has entered into a Contingent Equity Contribution Agreement whereby MPLX LP, 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 pipeline were temporarily shut down, 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 permit and/or return the pipeline into operation. If the vacatur of the easement permit 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% redemption premium required pursuant to the indenture governing the notes) and any accrued and unpaid interest. As of September 30, 2021, our maximum potential undiscounted payments under the Contingent Equity Contribution Agreement were approximately \$230 million.

Crowley Ocean Partners LLC and Crowley Blue Water Partners LLC

In connection with our 50 percent indirect interest in Crowley Ocean Partners LLC, we have agreed to conditionally guarantee our portion of the obligations of the joint venture and its subsidiaries under a senior secured term loan agreement. The term loan agreement provides for loans of up to \$325 million to finance the acquisition of four product tankers. MPC's liability under the guarantee for each vessel is conditioned upon the occurrence of certain events, including if we cease to maintain an investment grade credit rating or the charter for the relevant product tanker ceases to be in effect and is not replaced by a charter with an investment grade company on certain defined commercial terms. As of September 30, 2021, our maximum potential undiscounted payments under this agreement for debt principal totaled \$108 million.

In connection with our 50 percent indirect interest in Crowley Blue Water Partners LLC, 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 September 30, 2021, our maximum potential undiscounted payments under this arrangement was \$108 million.

Other guarantees

We have entered into other guarantees with maximum potential undiscounted payments totaling \$98 million as of September 30, 2021, 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 and leases of assets containing general lease indemnities and guaranteed residual values.

Contractual Commitments and Contingencies

At September 30, 2021, our contractual commitments to acquire property, plant and equipment and advance funds to equity method investees totaled \$615 million.

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 with us if there are significant delays that are not due to force majeure.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

This section should also be read in conjunction with the unaudited consolidated financial statements and accompanying footnotes included under Item 1. Financial Statements and in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2020.

DISCLOSURES REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q, particularly Management's Discussion and Analysis of Financial Condition and Results of Operations and 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," "imply," "intend," "may," "objective," "opportunity," "outlook," "plan," "policy," "position," "potential," "predict," "priority," "project," "proposition," "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 ("ESG") goals and targets, including those related to greenhouse gas emissions, diversity and inclusion and ESG reporting;
- our plans to achieve our ESG goals and targets and to monitor and report progress thereon;
- future levels of capital, environmental or maintenance expenditures, general and administrative and other expenses;
- expected savings from the restructuring or reorganization of business components;
- the success or timing of completion of ongoing or anticipated projects or transactions;
- business strategies, growth opportunities and expected investments;
- consumer demand for refined products, natural gas and NGLs;
- the timing and amount of any future common stock repurchases or dividends; 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. 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, changes in governmental policies relating to refined petroleum products, crude oil, natural gas or NGLs, or taxation;
- the magnitude, duration and extent of future resurgences of the COVID-19 pandemic and its effects, including travel restrictions, business and school closures, increased remote work, stay-at-home orders and other actions taken by individuals, governments and the private sector to stem the spread of the virus;
- our ability to realize the expected benefits of the Speedway sale within the expected timeframe or at all;
- further impairments;
- the regional, national and worldwide availability and pricing of refined products, crude oil, natural gas, 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 the business, financial condition, results of operations and cash flows;
- continued or further volatility in and degradation of general economic, market, industry or business conditions as a result of the COVID-19 pandemic, other infectious disease outbreaks, natural hazards, extreme weather events or otherwise;
- compliance 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;
- changes in producer customers' drilling plans or in volumes of throughput of crude oil, natural gas, NGLs, refined products or other hydrocarbon-based products;
- 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 and refined products;
- 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 and NGLs, including the United States and Mexico, and in crude oil producing regions, including the Middle East, 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;
- accidents 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 or refined products;
- political pressure and influence of environmental groups and other stakeholders upon policies and decisions related to the production, gathering, refining, processing, fractionation, transportation and marketing of crude oil or other feedstocks, refined products, natural gas, NGLs or other hydrocarbon-based products;
- labor and material shortages;
- the costs, disruption and diversion of management's attention associated with campaigns commenced by activist investors; and
- personnel changes.

For additional risk factors affecting our business, see the risk factors described in our Annual Report on Form 10-K for the year ended December 31, 2020. We undertake no obligation to update any forward-looking statements except to the extent required by applicable law.

EXECUTIVE SUMMARY

Business Update

Through the first nine months of 2021, while demand remains below historical levels, we continue to see recovery in the environment in which our business operates, albeit in some markets and regions more or less than others. The increased availability of vaccinations and the reductions in travel and business restrictions appear to be driving increased economic activity, including the opening of many businesses and schools as well as more in-person interaction broadly. While we have seen improving results through the first nine months of 2021, we are unable to predict the potential effects that further resurgences of COVID-19 may have on our financial position and results.

The outbreak of COVID-19 and its development into a pandemic in March 2020 resulted in significant economic disruption globally. Actions taken by various governmental authorities, individuals and companies around the world to prevent the spread of COVID-19 through social distancing restricted travel, many business operations, public gatherings and the overall level of individual movement and in-person interaction across the globe resulted in dramatic reductions in airline flights and motor vehicle use in 2020 as compared to prior to the pandemic.

In response to this business environment, we continue to focus on three near-term priorities for our businesses:

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.

Lower Cost Structure

We are committed to achieving operational excellence by reducing costs, improving efficiency and driving operational improvements. In response to the pandemic, in March of 2020, we committed to immediately reducing our capital spending and operating expenses. In 2021, we are continuing this focus with planned reductions of over \$200 million for our capital

expenditures and investments as compared to 2020 (excluding capitalized interest, potential acquisitions and MPLX's capital investment plan).

In connection with our commitment to lower cost and strengthen the competitive position of our assets, in the third quarter of 2020 we announced strategic actions to lay a foundation for long-term success, including plans to optimize our assets and structurally lower costs in 2021 and beyond. These actions included indefinitely idling the Gallup refinery, initiating actions to strategically reposition the Martinez refinery to a renewable diesel facility and the approval of an involuntary workforce reduction plan. Our results in the first nine months of 2021 reflect the favorable effects from these cost reduction actions.

Many uncertainties remain with respect to COVID-19 and we are unable to predict the ultimate economic impacts from COVID-19 and how quickly the U.S. and economies around the world can recover once the pandemic ultimately subsides. However, the adverse impact of the economic effects on MPC have been and may continue to be significant.

Strategic Updates

On August 19, 2021, we announced an agreement to form a joint venture with Archer-Daniels-Midland Company ("ADM") for the production of soybean oil to supply rapidly growing demand for renewable diesel fuel. Under the terms of the agreement, the joint venture will own and operate ADM's previously announced soybean processing complex in Spiritwood, North Dakota, with ADM owning 75 percent of the joint venture and MPC owning 25 percent. When complete in 2023, the Spiritwood facility will source and process local soybeans and supply the resulting soybean oil exclusively to MPC. The Spiritwood complex 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.

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 \$21.38 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. MPC remains committed to executing its plan to use the proceeds from the sale to strengthen the balance sheet and return capital to shareholders.

In connection with the Speedway sale, our board of directors approved an additional \$7.1 billion share repurchase authorization bringing total share repurchase authorizations to \$10.0 billion prior to the June tender offer discussed below.

- During the third quarter of 2021, MPC repurchased approximately 16 million shares of its common stock and paid \$928 million of cash, with an additional \$50 million of cash paid in early October in connection with the settlement of certain late September repurchases. As of September 30, 2021, MPC has \$8.04 billion remaining under its share repurchase authorizations.
- During the second quarter of 2021, MPC completed a modified Dutch auction tender offer, purchasing 15,573,365 shares of its common stock at a purchase price of \$63.00 per share, for an aggregate purchase price of approximately \$981 million, excluding fees and expenses related to the tender offer.

During the first nine months of 2021, we utilized a portion of the Speedway sale proceeds to structurally reduce debt through the following actions:

- MPC intends to redeem all of the \$1.25 billion outstanding aggregate principal amount of MPC's 4.5% senior notes due May 1, 2023 and the \$850 million outstanding aggregate principal amount of MPC's 4.75% senior notes due December 15, 2023, including the portion of such notes for which Andeavor LLC, a wholly-owned subsidiary of MPC, is the obligor. The notes are expected to be redeemed on December 2, 2021, 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 expects to fund the redemption amount with cash on hand.
- In June of 2021, we redeemed all of the \$300 million outstanding aggregate principal amount of 5.125% senior notes due April 2024.
- In May of 2021, we repaid all outstanding commercial paper borrowings, which along with cash had been used to finance the fourth quarter 2020 repayments of two senior notes with total principal of \$1.13 billion.
- On March 1, 2021, we repaid the \$1.0 billion outstanding aggregate principal amount of 5.125% senior notes due March 2021.

On February 24, 2021, MPC's board of directors approved our plan to strategically reposition the Martinez refinery to a renewable diesel facility. Converting the Martinez facility from refining petroleum to manufacturing renewable fuels signals our strong commitment to producing a substantial level of lower carbon-intensity fuels in California. As envisioned, the Martinez facility would start producing approximately 260 million gallons per year of renewable diesel by the second half of 2022, with pretreatment capabilities coming online in 2023. The facility is expected to be capable of producing approximately 730 million gallons per year by the end of 2023.

The Dickinson, North Dakota, renewable fuels facility began operations at the end of 2020 and reached full design operating capacity in the second quarter of 2021. The facility 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 Low Carbon Fuel Standard ("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.

Results

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

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Income (loss) from continuing operations by segment				
Refining & Marketing	\$ 509	\$ (1,569)	\$ 135	\$ (3,610)
Midstream	1,042	960	2,991	2,734
Corporate	(186)	(197)	(523)	(625)
Items not allocated to segments:				
LCM inventory valuation adjustment	—	530	—	(1,185)
Impairment and idling expenses ^(a)	(25)	(433)	(81)	(9,595)
Restructuring expense	—	(348)	—	(348)
Transaction-related costs ^(b)	—	—	—	(8)
Income (loss) from continuing operations	1,340	(1,057)	2,522	(12,637)
Net interest and other financial costs	328	359	1,053	1,032
Income (loss) from continuing operations before income taxes	1,012	(1,416)	1,469	(13,669)
Provision (benefit) for income taxes on continuing operations	(18)	(436)	21	(2,237)
Income (loss) from continuing operations, net of tax	\$ 1,030	\$ (980)	\$ 1,448	\$ (11,432)

^(a) 2021 includes impairments of equity method investments and long-lived assets and charges incurred to idle certain assets. 2020 includes impairment of goodwill, equity method investments and long lived assets.

^(b) 2020 includes costs incurred in connection with the Midstream strategic review.

Select results for discontinued operations are reflected in the following table.

(In millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Income from discontinued operations				
Speedway	\$ —	\$ 456	\$ 613	\$ 1,282
LCM inventory valuation adjustment	—	—	—	(25)
Gain on sale of assets	—	—	11,682	—
Transaction-related costs ^(a)	—	(18)	(46)	(75)
Income from discontinued operations	—	438	12,249	1,182
Net interest and other financial costs	—	5	6	15
Income from discontinued operations before income taxes	—	433	12,243	1,167
Provision for income taxes on discontinued operations	—	62	3,795	286
Income from discontinued operations, net of tax	\$ —	\$ 371	\$ 8,448	\$ 881

^(a) Costs related to the Speedway separation.

The following table includes net income (loss) per diluted share data.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Net income (loss) per diluted share				
Continuing operations	\$ 1.09	\$ (1.93)	\$ 0.79	\$ (16.93)
Discontinued operations	—	0.57	13.02	1.35
Net income (loss) attributable to MPC	\$ 1.09	\$ (1.36)	\$ 13.81	\$ (15.58)

Net income (loss) attributable to MPC was \$694 million, or \$1.09 per diluted share, in the third quarter of 2021 compared to \$(886) million, or \$(1.36) per diluted share, for the third quarter of 2020 and \$8.96 billion, or \$13.81 per diluted share, in the first nine months of 2021 compared to \$(10.11) billion, or \$(15.58) per diluted share, in the first nine months of 2020.

For the third quarter of 2021, the change was largely due to increases in average refined product sales prices and volumes and the absence of impairment and restructuring expenses recognized in the third quarter of 2020, partially offset by the absence of both an LCM benefit recognized and income from discontinued operations, due to the sale of the Speedway business on May 14, 2021, in the third quarter of 2020.

For the first nine months of 2021, the change is primarily due to the gain on the sale of Speedway, the absence of impairment expenses and an LCM inventory charge in the first nine months of 2020 and increases in average refined product sales prices and volumes, partially offset by a partial period of income from discontinued operations due to the sale of the Speedway business on May 14, 2021.

See Note 4 to the unaudited consolidated financial statements for additional information on discontinued operations.

Refer to the Results of Operations section for a discussion of consolidated financial results and segment results for the third quarter of 2021 as compared to the third quarter of 2020 and the first nine months of 2021 compared to the first nine months of 2020.

MPLX

We owned approximately 647 million MPLX common units at September 30, 2021 with a market value of \$18.43 billion based on the September 30, 2021 closing price of \$28.47 per common unit.

On November 2, 2021, MPLX declared a cash distribution for the third quarter of 2021, totaling \$1.31 billion, or \$1.28 per common unit, consisting of a base quarterly distribution amount of \$0.7050 per common unit and a special distribution amount of \$0.5750 per common unit. This distribution will be paid on November 19, 2021 to common unitholders of record on November 12, 2021. MPC's portion of this distribution is approximately \$829 million.

We received limited partner distributions of \$1.34 billion from MPLX in the nine months ended September 30, 2021 and \$1.35 billion in the nine months ended September 30, 2020.

During the nine months ended September 30, 2021, MPLX repurchased 17,563,855 MPLX common units at an average cost per unit of \$26.79 and paid \$465 million of cash, with an additional \$5 million of cash paid in early October in connection with the settlement of certain late September repurchases. As of September 30, 2021, \$497 million remained available under the authorization for future unit repurchases.

See Note 5 to the unaudited consolidated financial statements for additional information on MPLX.

Liquidity

Our liquidity, excluding MPLX, totaled \$18.29 billion at September 30, 2021 consisting of:

(In millions)	September 30, 2021		
	Total Capacity	Outstanding Borrowings	Available Capacity
Bank revolving credit facility ^(a)	\$ 5,000	\$ 1	\$ 4,999
Trade receivables facility	100	—	100
Total	\$ 5,100	\$ 1	\$ 5,099
Cash and cash equivalents and short-term investments ^(b)			13,187
Total liquidity			\$ 18,286

(a) Outstanding borrowings include \$1 million in letters of credit outstanding under this facility.

(b) Excludes cash and cash equivalents of MPLX of \$39 million.

On September 30, 2021, we entered into a new trade receivables securitization agreement with a lender, which provides for a \$100 million trade receivables securitization facility. This facility replaces a similar facility that expired on July 16, 2021.

As of September 30, 2021, \$1.61 billion is recorded as an income tax receivable in other current assets, \$388 million was utilized to offset our third quarter cash tax payment obligation to the IRS, and \$302 million has been recorded as an offset to our accrued taxes due in the fourth quarter of 2021. Additionally, on October 8, 2021, MPC received \$1.55 billion of the refund from the IRS and expects to receive the remaining income tax receivable of \$59 million in the first half of 2022.

MPLX's liquidity totaled \$3.67 billion at September 30, 2021. As of September 30, 2021, MPLX had cash and cash equivalents of \$39 million, \$3.5 billion available under its \$3.5 billion revolving credit agreement and \$130 million available through its intercompany loan agreement with MPC.

OVERVIEW OF SEGMENTS

Refining & Marketing

Refining & Marketing segment income from operations depends largely on our refinery throughputs, Refining & Marketing margin, refining operating costs, refining planned turnarounds, distribution costs, and depreciation expenses.

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 direction 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. In the first quarter of 2021, we transitioned to MEH crude from LLS crude;
- 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 significant amounts 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 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 net income due to potential changes in market conditions.

(In millions, after-tax)

Blended crack spread sensitivity ^(a) (per \$1.00/barrel change)	\$	838
Sour differential sensitivity ^(b) (per \$1.00/barrel change)		396
Sweet differential sensitivity ^(c) (per \$1.00/barrel change)		381
Natural gas price sensitivity ^(d) (per \$1.00/MMBtu)		275

^(a) 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.

^(b) Sour crude oil basket consists of the following crudes: ANS, Argus Sour Crude Index, Maya and Western Canadian Select. We expect approximately 51 percent of the crude processed at our refineries in 2021 will be sour crude.

^(c) Sweet crude oil basket consists of the following crudes: Bakken, Brent, MEH, WTI-Cushing and WTI-Midland. We expect approximately 49 percent of the crude processed at our refineries in 2021 will be sweet crude.

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

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 LCM adjustments to inventories in periods of declining prices; and
- the potential impact of LIFO liquidation charges due to draw-downs from historic inventory levels.

Refining & Marketing segment income from operations is also affected by changes in refinery operating costs and refining planned turnaround 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. Refining planned turnarounds, requiring temporary shutdown of certain refinery operating units, are periodically performed at each refinery. Distribution costs primarily include long-term agreements with MPLX, which as discussed below include minimum commitments to MPLX, and will negatively impact income from operations 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 transports, stores, distributes and markets crude oil and refined products, principally for our Refining & Marketing segment. 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 and processes natural gas and 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. This discussion should be read in conjunction with Item 1. Financial Statements 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

(In millions)	Three Months Ended September 30,			Nine Months Ended September 30,		
	2021	2020	Variance	2021	2020	Variance
Revenues and other income:						
Sales and other operating revenues ^(a)	\$ 32,321	\$ 17,408	\$ 14,913	\$ 84,647	\$ 51,807	\$ 32,840
Income (loss) from equity method investments	122	117	5	306	(1,037)	1,343
Net gain on disposal of assets	—	1	(1)	3	6	(3)
Other income	170	22	148	366	69	297
Total revenues and other income	32,613	17,548	15,065	85,322	50,845	34,477
Costs and expenses:						
Cost of revenues (excludes items below)	29,563	16,673	12,890	77,824	48,517	29,307
LCM inventory valuation adjustment	—	(530)	530	—	1,185	(1,185)
Impairment expense	—	433	(433)	—	8,280	(8,280)
Depreciation and amortization	836	830	6	2,551	2,526	25
Selling, general and administrative expenses	681	673	8	1,881	2,080	(199)
Restructuring expenses	—	348	(348)	—	348	(348)
Other taxes	193	178	15	544	546	(2)
Total costs and expenses	31,273	18,605	12,668	82,800	63,482	19,318
Income (loss) from continuing operations	1,340	(1,057)	2,397	2,522	(12,637)	15,159
Net interest and other financial costs	328	359	(31)	1,053	1,032	21
Income (loss) from continuing operations before income taxes	1,012	(1,416)	2,428	1,469	(13,669)	15,138
Provision (benefit) for income taxes on continuing operations	(18)	(436)	418	21	(2,237)	2,258
Income (loss) from continuing operations, net of tax	1,030	(980)	2,010	1,448	(11,432)	12,880
Income from discontinued operations, net of tax	—	371	(371)	8,448	881	7,567
Income (loss) from equity method investments	1,030	(609)	1,639	9,896	(10,551)	20,447
Less net income (loss) attributable to:						
Redeemable noncontrolling interest	38	20	18	79	61	18
Noncontrolling interests	298	257	41	853	(501)	1,354
Net income (loss) attributable to MPC	<u>\$ 694</u>	<u>\$ (886)</u>	<u>\$ 1,580</u>	<u>\$ 8,964</u>	<u>\$ (10,111)</u>	<u>\$ 19,075</u>

^(a) 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 now presented as third party sales through the close of the sale on May 14, 2021.

Third Quarter 2021 Compared to Third Quarter 2020

Net income attributable to MPC increased \$1.58 billion in the third quarter of 2021 compared to the third quarter of 2020 largely due to increases in refined product sales prices and volumes in the third quarter of 2021 and the absence of impairment and restructuring expenses, partially offset by the absence of an LCM inventory benefit, in the third quarter of 2020.

Revenues and other income increased \$15.07 billion primarily due to:

- increased sales and other operating revenues of \$14.91 billion primarily due to increased Refining & Marketing segment average refined product sales prices of \$0.90 per gallon and increased refined product sales volumes of 338 mbpd; and
- increased other income of \$148 million primarily due to higher income on RIN sales.

Costs and expenses increased \$12.67 billion primarily due to:

- increased cost of revenues of \$12.89 billion mainly due to higher crude oil and refined product raw material costs;
- the absence of an LCM benefit of \$530 million in the third quarter of 2020;
- decreased impairment expenses of \$433 million primarily related to the repositioning of the Martinez refinery in the third quarter of 2020; and
- decreased restructuring expenses of \$348 million related to the idling of the Martinez and Gallup refineries and costs related to our workforce reduction in the third quarter of 2020.

Net interest and other financial costs decreased \$31 million largely due to decreased interest expense due to lower MPC and MPLX borrowings, partially offset by \$15 million of pension settlement losses.

We recorded a combined federal, state and foreign income tax benefit of \$18 million for the three months ended September 30, 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, state taxes, and an increase in benefit related to NOL carryback provided under the CARES Act. We recorded a combined federal, state and foreign income tax benefit of \$436 million for the three months ended September 30, 2020, which was higher 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, state taxes and a change in estimate related to the expected NOL carryback provided under the CARES Act offset by non-tax deductible goodwill impairment.

Noncontrolling interests increased \$41 million primarily due to an increase in MPLX's net income.

Nine Months Ended September 30, 2021 Compared to Nine Months Ended September 30, 2020

Net income attributable to MPC increased \$19.08 billion in the first nine months of 2021 compared to the first nine months of 2020 primarily due to the gain on the sale of Speedway, the absence of impairment expenses and an LCM inventory charge in the first nine months of 2020 and increases in average refined product sales prices and volumes, partially offset by a partial period of income from discontinued operations due to the sale of the Speedway business on May 14, 2021.

Revenues and other income increased \$34.48 billion primarily due to:

- increased sales and other operating revenues of \$32.84 billion primarily due to increased average refined product sales prices of \$0.73 per gallon and increased refined product sales volumes of 144 mbpd;
- increased income from equity method investments of \$1.34 billion largely due to impairments of equity method investments of \$1.32 billion recorded in the first nine months of 2020 primarily driven by the effects of COVID-19 and the decline in commodity prices; and
- increased other income of \$297 million primarily due to higher income on RIN sales.

Costs and expenses increased \$19.32 billion primarily due to:

- increased cost of revenues of \$29.31 billion primarily due to higher crude oil and refined product raw material costs;
- the absence of an LCM charge of \$1.19 billion primarily driven by the effects of COVID-19 and the decline in commodity prices in the prior year;
- decreased impairment expense of \$8.28 billion due to impairments recorded for goodwill and long-lived assets in the first nine months of 2020 primarily driven by the effects of COVID-19 and the decline in commodity prices in the prior year;
- decreased selling, general and administrative expenses of \$199 million largely due to cost reductions realized from our 2020 workforce reduction and other cost control efforts; and
- decreased restructuring expenses of \$348 million related to the idling of the Martinez and Gallup refineries and costs related to our workforce reduction in the third quarter of 2020.

Net interest and other financial costs increased \$21 million largely due to pension settlement losses of \$64 million, partially offset by decreased interest expense due to lower MPLX and MPC borrowings.

We recorded a combined federal, state and foreign income tax expense of \$21 million for the nine months ended September 30, 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 NOL carryback provided under the CARES Act offset by state taxes. We recorded a combined federal, state and foreign income tax benefit of \$2.24 billion for the nine months ended September 30, 2020, which was lower than the tax computed at the U.S. statutory rate due to a significant amount of our pre-tax loss consisting of non-tax deductible goodwill impairment charges, partially offset by the tax rate differential resulting from the expected NOL carryback provided under the CARES Act. Additionally, our non-controlling interest in MPLX generally provides an effective tax rate benefit since the tax associated with these ownership interests is paid by those interests, but this benefit was lower for the nine months ended September 30, 2020 due to impairment charges recorded by MPLX.

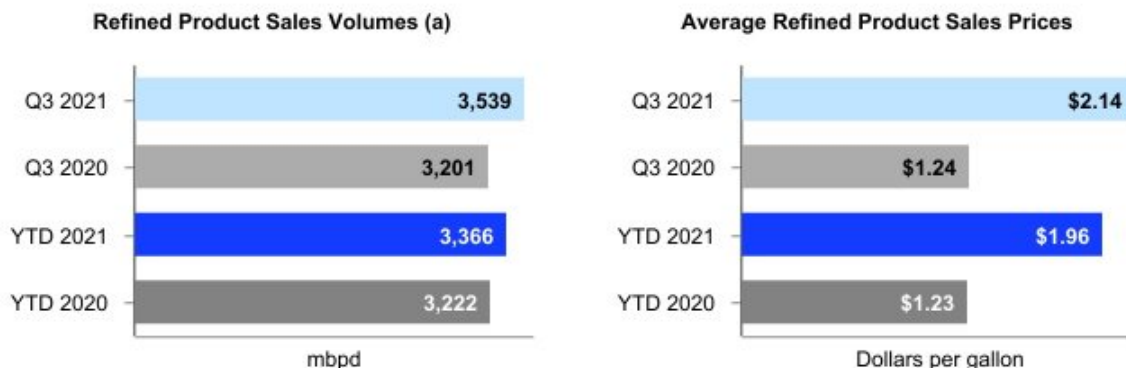
Net income attributable to noncontrolling interests increased \$1.35 billion primarily due to an increase in MPLX's net income largely due to impairment expense recognized during the first nine months of 2020.

Segment Results

Refining & Marketing

The following includes key financial and operating data for the third quarter of 2021 compared to the third quarter of 2020 and the nine months ended September 30, 2021 compared to the nine months ended September 30, 2020.





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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing Operating Statistics				
Net refinery throughput (mbpd)		2,836		2,536
Refining & Marketing margin, excluding LIFO liquidation charge ^{(a)(b)(c)}	\$ 14.51	\$ 8.28	\$ 12.46	\$ 9.46
LIFO liquidation charge	—	(1.10)	—	(0.36)
Refining & Marketing margin per barrel ^{(a)(b)}	14.51	7.18	12.46	9.10
Less:				
Refining operating costs per barrel, excluding storm impacts ^(c)	4.97	5.41	4.89	5.85
Storm impacts on refining operating cost ^(d)	0.07	—	0.07	—
Distribution costs per barrel	5.02	5.61	5.08	5.35
Refining planned turnaround costs per barrel	0.78	1.01	0.50	1.02
Depreciation and amortization per barrel	1.77	1.96	1.87	1.95
Plus:				
Other per barrel ^(e)	0.05	0.08	0.13	0.01
Refining & Marketing segment income (loss) per barrel	\$ 1.95	\$ (6.73)	\$ 0.18	\$ (5.06)
Fees paid to MPLX included in distribution costs above	\$ 3.23	\$ 3.81	\$ 3.40	\$ 3.63

(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) Includes refining operating costs and major maintenance costs. Excludes planned turnaround and depreciation and amortization expense.

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

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

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>)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Chicago CBOB unleaded regular gasoline	\$ 2.19	\$ 1.15	\$ 1.97	\$ 1.05
Chicago ULSD	2.14	1.17	1.98	1.16
USGC CBOB unleaded regular gasoline	2.15	1.15	1.94	1.07
USGC ULSD	2.08	1.16	1.91	1.18
LA CARBOB	2.29	1.33	2.12	1.27
LA CARB diesel	2.17	1.24	1.98	1.28
Market Indicators (<i>dollars per barrel</i>)				
WTI	\$ 70.52	\$ 40.92	\$ 65.04	\$ 38.21
MEH	71.17	—	65.95	—
LLS	—	42.49	—	40.15
ANS	72.69	42.75	67.52	41.41
Crack Spreads:				
Mid-Continent WTI 3-2-1	\$ 13.53	\$ 5.55	\$ 11.27	\$ 5.88
USGC MEH 3-2-1	10.70	—	8.47	—
USGC LLS 3-2-1	—	3.28	—	4.15
West Coast ANS 3-2-1	14.60	9.21	12.92	9.76
Blended 3-2-1 ^(a)	12.61	5.57	10.48	6.15
Crude Oil Differentials:				
Sweet	\$ (0.49)	\$ (0.59)	\$ (0.59)	\$ (1.00)
Sour	(4.62)	(2.26)	(3.62)	(3.64)

^(a) Blended 3-2-1 Mid-Continent/USGC/West Coast crack spread is 40/40/20 percent in 2021. Blended 3-2-1 Mid-Continent/USGC/West Coast crack spread is 38/38/24 percent in 2020. These blends are based on our refining capacity by region in each period. Beginning in the first quarter of 2021, the prompt price for USGC was transitioned from LLS to MEH.

Third Quarter 2021 Compared to Third Quarter 2020

Refining & Marketing segment revenues increased \$14.63 billion primarily due to increased average refined product sales prices of \$0.90 per gallon and increased refined product sales volumes of 338 mbpd.

Net refinery throughputs increased 300 mbpd during the third quarter of 2021, primarily due to continuing industry recovery from the impact of COVID-19 in 2020.

Refining & Marketing segment income from operations increased \$2.08 billion primarily due to higher blended crack spreads and reduced refining planned turnaround costs, partially offset by increased refining operating costs, excluding depreciation and amortization.

Refining & Marketing margin was \$14.51 per barrel for the third quarter of 2021 compared to \$8.28 per barrel, excluding LIFO liquidation charge, for the third quarter of 2020. Refining & Marketing margin is affected by our performance against 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 \$2 billion on Refining & Marketing margin for the third quarter of 2021 compared to the third quarter of 2020, 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 effect of market structure on our crude oil acquisition prices, the effect of RIN prices on the crack spread, and other items like refinery yields, other feedstock variances, fuel margin from sales to direct dealers and, for the third quarter of 2020, a LIFO liquidation charge of \$256 million. These factors had an estimated net negative effect of approximately \$50 million on Refining & Marketing segment income in the third quarter of 2021 compared to the third quarter of 2020.

For the three months ended September 30, 2021, refining operating costs, excluding depreciation and amortization and storm impacts, increased \$33 million compared to the three months ended September 30, 2020 primarily due to an increase in energy costs largely as a result of higher natural gas prices. On a per barrel basis, refining operating costs decreased \$0.44 due to higher throughputs during the quarter.

Distribution costs, excluding depreciation and amortization, decreased \$1 million and include fees paid to MPLX of \$844 million and \$889 million for the third quarter of 2021 and 2020, respectively. On a per barrel basis, distribution costs, excluding depreciation and amortization, decreased \$0.59 per barrel due to higher throughput.

Refining planned turnaround costs decreased \$29 million, or \$0.23 per barrel, due to the timing of turnaround activity.

Depreciation and amortization decreased \$0.19 per barrel primarily due to higher throughput.

Nine Months Ended September 30, 2021 Compared to Nine Months Ended September 30, 2020

Refining & Marketing segment revenues increased \$32.20 billion primarily due to increased average refined product sales prices of \$0.73 per gallon and higher refined product sales volumes, which increased 144 mbpd.

Net refinery throughputs increased 152 mbpd in the first nine months of 2021, primarily due to continuing industry recovery from the impact of COVID-19 in 2020.

Refining & Marketing segment income from operations increased \$3.75 billion primarily driven by higher blended crack spreads and reduced refining operating and refining planned turnaround costs.

Refining & Marketing margin was \$12.46 per barrel for the first nine months of 2021 compared to \$9.46 per barrel, excluding LIFO liquidation charge, for the first nine months of 2020. 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 \$3 billion on Refining & Marketing margin for the first nine months of 2021 compared to the first nine months of 2020, 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, market structure on our crude oil acquisition prices, RIN prices on the crack spread, and other items like refinery yields, other feedstock variances, direct dealer fuel margin and, for the first nine months of 2020, a LIFO liquidation charge of \$256 million. These factors had an estimated net positive effect of approximately \$10 million on Refining & Marketing segment income in the first nine months of 2021 compared to the first nine months of 2020.

For the nine months ended September 30, 2021, refining operating costs, excluding depreciation and amortization and storm impacts, decreased \$492 million, or \$0.96 per barrel, compared to the nine months ended September 30, 2020 as we took actions to reduce costs in response to the economic effects of COVID-19, including idling portions of our refining capacity, partially offset by an increase in energy costs largely as a result of higher natural gas prices.

Distribution costs, excluding depreciation and amortization, were \$3.82 billion for the first nine months of 2021 and 2020 and include fees paid to MPLX of \$2.56 billion and \$2.59 billion for the first nine months of 2021 and 2020, respectively. On a per barrel basis, distribution costs, excluding depreciation and amortization, decreased \$0.27 per barrel due to higher throughput.

Refining planned turnaround costs decreased \$347 million, or \$0.52 per barrel, due to the timing of turnaround activity.

Depreciation and amortization decreased \$0.08 per barrel as increased costs were offset by higher throughput.

Supplemental Refining & Marketing Statistics

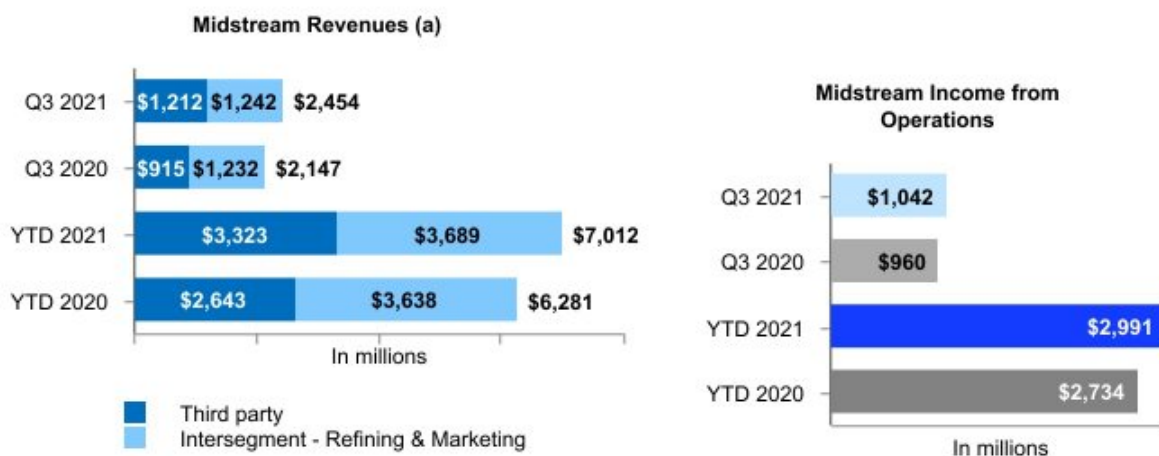
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing Operating Statistics				
Crude oil capacity utilization percent ^(a)	93	84	90	82
Refinery throughputs (mbpd):				
Crude oil refined	2,684	2,390	2,594	2,446
Other charge and blendstocks	152	146	159	155
Net refinery throughput	2,836	2,536	2,753	2,601
Sour crude oil throughput percent	45	49	47	50
Sweet crude oil throughput percent	55	51	53	50
Refined product yields (mbpd):				
Gasoline	1,451	1,311	1,404	1,305
Distillates	968	872	944	908
Propane	53	50	51	51
Feedstocks and petrochemicals	272	230	265	266
Heavy fuel oil	32	21	32	28
Asphalt	93	92	94	83
Total	2,869	2,576	2,790	2,641
Refined product export sales volumes (mbpd) ^(b)	294	389	256	331

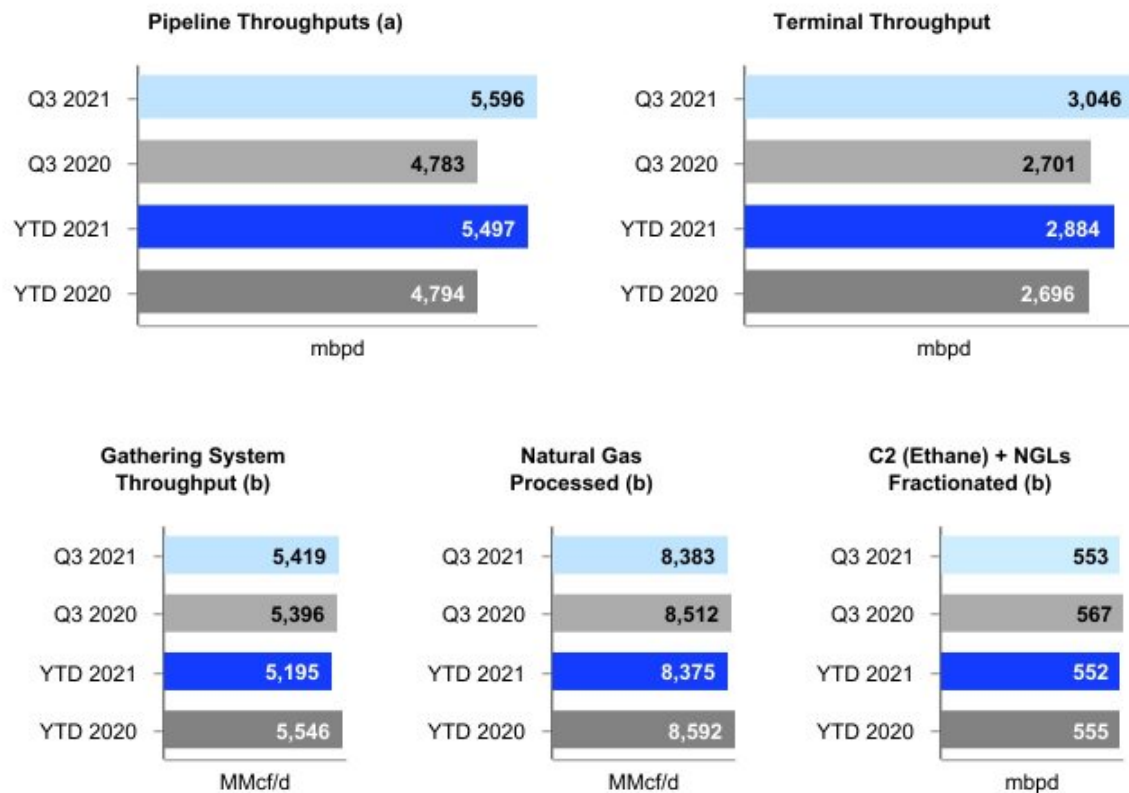
^(a) Based on calendar-day capacity, which is an annual average that includes down time for planned maintenance and other normal operating activities.

^(b) Represents fully loaded export cargoes for each time period. These sales volumes are included in the total sales volume amounts.

Midstream

The following includes key financial and operating data for the third quarter of 2021 compared to the third quarter of 2020 and the nine months ended September 30, 2021 compared to the nine months ended September 30, 2020.





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

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

Benchmark Prices	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Natural Gas NYMEX HH (\$ per MMBtu)	\$ 4.31	\$ 2.13	\$ 3.34	\$ 1.92
C2 + NGL Pricing (\$ per gallon) ^(a)	\$ 0.96	\$ 0.45	\$ 0.81	\$ 0.40

(a) C2 + NGL pricing based on Mont Belvieu prices assuming an NGL barrel of approximately 35 percent ethane, 35 percent propane, 6 percent iso-butane, 12 percent normal butane and 12 percent natural gasoline.

Third Quarter 2021 Compared to Third Quarter 2020

Midstream segment revenue and segment income from operations increased \$307 million and \$82 million, respectively. Results for the quarter benefited from higher revenue, primarily due to higher natural gas prices and higher pipeline throughput, in addition to lower operating expenses.

Nine Months Ended September 30, 2021 Compared to Nine Months Ended September 30, 2020

Midstream segment revenue and segment income from operations increased \$731 million and \$257 million, respectively. Results benefited from higher revenue, primarily due to higher natural gas prices and higher pipeline and terminal throughputs, in addition to lower operating expenses in the first nine months of 2021.

Corporate

Key Financial Information (in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Corporate ^(a)	(186)	(197)	(523)	(625)

^(a) 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.

Third Quarter 2021 Compared to Third Quarter 2020

Corporate costs decreased \$11 million largely due to cost reductions realized from our 2020 workforce reduction and other cost control efforts.

Nine Months Ended September 30, 2021 Compared to Nine Months Ended September 30, 2020

Corporate costs decreased \$102 million largely due to cost reductions realized from our 2020 workforce reduction and other cost control efforts.

Items not Allocated to Segments

Key Financial Information (in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Items not allocated to segments:				
LCM inventory valuation adjustment	\$ —	\$ 530	\$ —	\$ (1,185)
Impairment and idling expenses	(25)	(433)	(81)	(9,595)
Restructuring expense	—	(348)	—	(348)
Transaction-related costs ^(a)	—	—	—	(8)
Total items not allocated to segments:	<u>\$ (25)</u>	<u>\$ (251)</u>	<u>\$ (81)</u>	<u>\$ (11,136)</u>

^(a) 2020 includes costs incurred in connection with the Midstream strategic review. Costs incurred in 2020 in connection with the Speedway separation are included in discontinued operations. See Note 4 to the unaudited consolidated financial statements for additional information on discontinued operations.

Third Quarter 2021 Compared to Third Quarter 2020

Total items not allocated to segments included impairment expense of \$433 million and an LCM benefit of \$530 million in the third quarter of 2020.

Nine Months Ended September 30, 2021 Compared to Nine Months Ended September 30, 2020

In the first nine months of 2021, total items not allocated to segments included impairment expense of \$81 million related to the divestiture, abandonment or closure of certain assets within our Midstream segment. During the first nine months of 2020, we recorded impairment charges of approximately \$9.60 billion, which includes \$8.28 billion related to goodwill and long-lived assets and \$1.32 billion related to equity method investments, and an LCM charge of \$1.19 billion primarily driven by the effects of COVID-19 and the decline in commodity prices.

Non-GAAP Financial Measure

Management uses a financial measure to evaluate our operating performance that is calculated and presented on the basis of a methodology other than in accordance with GAAP. We believe this non-GAAP financial measure is useful to investors and analysts to assess our ongoing financial performance because, when reconciled to its most comparable GAAP financial measure, it provides improved comparability between periods through the exclusion of certain items that we believe are not indicative of our core operating performance and that may obscure our underlying business results and trends. This measure should not be considered a substitute for, or superior to, measures of financial performance prepared in accordance with GAAP, and our calculation thereof may not be comparable to similarly titled measures reported by other companies. The non-GAAP financial measure we use is as follows:

Refining & Marketing Margin

Refining & Marketing margin is defined as sales revenue less the cost of refinery inputs and purchased products and excludes other items as reflected in the table below.

Reconciliation of Refining & Marketing income from operations to Refining & Marketing gross margin and Refining & Marketing margin

(in millions)	Three Months Ended September 30,		Nine Months Ended September 30,	
	2021	2020	2021	2020
Refining & Marketing income (loss) from operations ^(a)	\$ 509	\$ (1,569)	\$ 135	\$ (3,610)
Plus (Less):				
Selling, general and administrative expenses	540	518	1,495	1,576
LCM inventory valuation adjustment	—	530	—	(1,185)
(Income) loss from equity method investments	(8)	(16)	(27)	6
Net gain on disposal of assets	(3)	(1)	(6)	—
Other income	(146)	(1)	(289)	(9)
Refining & Marketing gross margin	892	(539)	1,308	(3,222)
Plus (Less):				
Operating expenses (excluding depreciation and amortization)	2,527	2,408	7,107	7,481
LCM inventory valuation adjustment	—	(530)	—	1,185
Depreciation and amortization	462	456	1,406	1,392
Gross margin excluded from and other income included in Refining & Marketing margin ^(b)	(58)	(101)	(353)	(285)
Other taxes included in Refining & Marketing margin	(38)	(19)	(104)	(62)
Refining & Marketing margin ^(a)	3,785	1,675	9,364	6,489
LIFO liquidation charge	—	256	—	256
Refining & Marketing margin, excluding LIFO liquidation charge	\$ 3,785	\$ 1,931	\$ 9,364	\$ 6,745

^(a) LCM inventory valuation adjustments are excluded from Refining & Marketing income from operations and Refining & Marketing margin.

^(b) 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 consolidated cash and cash equivalents balance for continuing operations was approximately \$5.87 billion at September 30, 2021 compared to \$415 million at December 31, 2020. Cash and cash equivalents for discontinued operations was \$140 million at December 31, 2020. Net cash provided by (used in) operating activities, investing activities and financing activities are presented in the following table.

(In millions)	Nine Months Ended September 30,	
	2021	2020
Net cash provided by (used in):		
Operating activities - continuing operations	\$ 3,546	\$ (141)
Operating activities - discontinued operations	(2,860)	1,232
Total Operating activities	686	1,091
Investing activities - continuing operations	(7,965)	(2,552)
Investing activities - discontinued operations	21,314	(272)
Total investing activities	13,349	(2,824)
Financing activities	(8,716)	922
Total increase (decrease) in cash	\$ 5,319	\$ (811)

Net cash provided by operating activities decreased \$405 million in the first nine months of 2021 compared to the first nine months of 2020. The change in net cash provided by continuing operations is primarily due to an increase in operating results and a favorable change in working capital of \$183 million when comparing the change in working capital in both periods. Net cash used in discontinued operations, which reflects the results of the Speedway business, decreased \$4.09 billion mainly due to the sale of Speedway on May 14, 2021, tax payments related to the gain on sale and working capital changes. Changes in working capital exclude changes in short-term debt.

Changes in working capital, excluding changes in short-term debt, were a net \$307 million use of cash in the first nine months of 2021 compared to a net \$490 million use of cash in the first nine months of 2020.

For the first nine months of 2021, changes in working capital were a net \$307 million use of cash primarily due to the effects of increasing energy commodity prices and volumes at the end of the period on working capital. Accounts payable increased primarily due to increases in crude prices and volumes. Current receivables increased primarily due to higher crude and refined product prices and volumes. Inventories increased primarily due to increases in refined product and crude inventories.

For the first nine months of 2020, changes in working capital, excluding the LCM reserve and changes in short-term debt, were a net \$490 million use of cash primarily due to the effects of decreasing energy commodity prices and volumes at the end of the period on working capital. Accounts payable decreased primarily due to decreases in crude prices and volumes. Current receivables decreased primarily due to lower crude prices and lower refined product prices and volumes. Excluding the LCM reserve, inventories decreased due to decreases in crude and refined product inventories.

Net cash provided by investing activities was \$13.35 billion in the first nine months of 2021 compared to net cash used in investing activities of \$2.82 billion in the first nine months of 2020. The change in net cash used by continuing operations is primarily due to purchases of short-term investments of \$9.46 billion, partially offset by a decrease in additions to property, plant and equipment of \$1.35 billion and maturities and sales of short-term investments. The change in net cash provided by discontinued operations is primarily due to proceeds from the sale of Speedway of \$21.38 billion.

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 per the consolidated statements of cash flows to reported total capital expenditures and investments follows.

(In millions)	Nine Months Ended September 30,	
	2021	2020
Additions to property, plant and equipment per the consolidated statements of cash flows	\$ 983	\$ 2,330
Increase (decrease) in capital accruals	31	(426)
Total capital expenditures	1,014	1,904
Investments in equity method investees (excludes acquisitions)	150	436
Total capital expenditures and investments	\$ 1,164	\$ 2,340

Financing activities were a net \$8.72 billion use of cash in the first nine months of 2021 compared to a net \$922 million source of cash in the first nine months of 2020.

- MPC borrowed \$7.41 billion and repaid \$8.44 billion under its commercial paper program in the first nine months of 2021.
- Long-term debt borrowings and repayments were a net \$3.30 billion use of cash in the first nine months of 2021 compared to a net \$3.02 billion source of cash in the first nine months of 2020. During the first nine months of 2021, MPC repaid \$1.3 billion of senior notes, borrowed and repaid \$3.65 billion under its revolving credit facility and borrowed and repaid \$4.65 billion under its trade receivables facility. MPLX redeemed \$1.75 billion of senior notes and had net payments of \$175 million under its revolving credit facility.
During the first nine months of 2020, MPC issued \$2.5 billion of senior notes, borrowed and repaid \$3.5 billion under its revolving credit facility and borrowed and repaid \$1.23 billion under its trade receivables facility. MPLX issued \$3.0 billion of senior notes, which were used to repay \$1.0 billion of outstanding borrowings under its term loan, to repay \$1.0 billion of floating rate senior notes, and to redeem \$450 million of senior notes, and had net borrowings of \$95 million under its revolving credit facility.
- Cash used in common stock repurchases, including fees and expenses, totaled \$1.91 billion in the first nine months of 2021. See the “Capital Requirements” section for further discussion of our stock repurchases.
- Cash used in repurchases of noncontrolling interests was \$465 million in the first nine months of 2021 related to the repurchase of MPLX common units. See Note 5 to the unaudited consolidated financial statements for further discussion of MPLX.

Derivative Instruments

See Item 3. 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. The assets of MPLX can only be used to settle its own obligations and its creditors have no recourse to our assets. 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 \$18.29 billion at September 30, 2021 consisting of:

(In millions)	September 30, 2021		
	Total Capacity	Outstanding Borrowings	Available Capacity
Bank revolving credit facility ^(a)	\$ 5,000	\$ 1	\$ 4,999
Trade receivables facility	100	—	100
Total	\$ 5,100	\$ 1	\$ 5,099
Cash and cash equivalents and short-term investments ^(b)			13,187
Total liquidity			\$ 18,286

^(a) Outstanding borrowings include \$1 million in letters of credit outstanding under this facility.

^(b) Excludes cash and cash equivalents of MPLX of \$39 million.

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 \$21.38 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. We utilized a portion of the Speedway sale proceeds to structurally reduce debt and the remaining proceeds are included in our liquidity as cash and cash equivalents and short-term investments.

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 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.

MPC intends to redeem all of the \$1.25 billion outstanding aggregate principal amount of MPC's 4.5% senior notes due May 1, 2023 and the \$850 million outstanding aggregate principal amount of MPC's 4.75% senior notes due December 15, 2023, including the portion of such notes for which Andeavor LLC, a wholly-owned subsidiary of MPC, is the obligor. The notes are expected to be redeemed on December 2, 2021, 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 expects to fund the redemption amount with cash on hand.

Effective June 18, 2021, we terminated our \$1.0 billion unsecured 364-day revolving credit facility due in September 2021 and on June 23, 2021, we reduced the capacity under our trade receivables securitization facility from \$750 million to \$100 million. On September 30, 2021, we entered into a new trade receivables securitization agreement with a lender, which provides for a \$100 million trade receivables securitization facility. This facility replaces our previous trade receivables securitization facility that expired on July 16, 2021.

As of September 30, 2021, \$1.61 billion is recorded as an income tax receivable in other current assets, \$388 million was utilized to offset our third quarter cash tax payment obligation to the IRS, and \$302 million has been recorded as an offset to our accrued taxes due in the fourth quarter of 2021. Additionally, on October 8, 2021, MPC received \$1.55 billion of the refund from the IRS and expects to receive the remaining income tax receivable of \$59 million in the first half of 2022.

We have a commercial paper program that allows us to have a maximum of \$2.0 billion in commercial paper outstanding. We do not intend to have outstanding commercial paper borrowings in excess of available capacity under our bank revolving credit facility. At September 30, 2021, we had no borrowings outstanding under the commercial paper program.

The MPC credit agreement and trade receivables facility contain representations and warranties, affirmative and negative covenants and events of default that we consider usual and customary for agreements of these types. The financial covenant included in the MPC credit agreement requires us to maintain, as of the last day of each fiscal quarter, a ratio of Consolidated Net Debt to Total Capitalization (as defined in the MPC credit agreements) of no greater than 0.65 to 1.00. As of September 30, 2021, we were in compliance with the covenants contained in the MPC bank revolving credit facility and our trade receivables facility, including the financial covenant with a ratio of Consolidated Net Debt to Total Capitalization of 0.13 to 1.00.

Our intention is to maintain an investment-grade credit profile. As of September 30, 2021, the credit ratings on our senior unsecured debt are as follows.

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

The ratings reflect the respective views of the rating agencies. There can be 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.

The MPC credit agreement does 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 thereunder 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.

See Note 19 to the unaudited consolidated financial statements for further discussion of our debt.

MPLX

MPLX's liquidity totaled \$3.67 billion at September 30, 2021 consisting of:

(In millions)	September 30, 2021		
	Total Capacity	Outstanding Borrowings	Available Capacity
MPLX LP - bank revolving credit facility	\$ 3,500	\$ —	\$ 3,500
MPC intercompany loan agreement	1,500	1,370	130
Total	<u>\$ 5,000</u>	<u>\$ 1,370</u>	<u>\$ 3,630</u>
Cash and cash equivalents			39
Total liquidity			<u>\$ 3,669</u>

On September 3, 2021 MPLX redeemed, at par value, all of the \$1 billion aggregate principal amount of floating rate senior notes due September 2022. MPLX primarily funded the redemption with borrowings under the MPC intercompany loan agreement.

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. The financial covenant 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 during the six-month period following certain acquisitions). Consolidated EBITDA is subject to adjustments for certain acquisitions completed and capital projects undertaken during the relevant period. Other covenants restrict MPLX and/or certain of its subsidiaries from incurring debt, creating liens on assets and entering into transactions with affiliates. As of September 30, 2021, MPLX was in compliance with the covenants, including the financial covenant with a ratio of Consolidated Total Debt to Consolidated EBITDA of 3.64 to 1.0.

Our intention is to maintain an investment-grade credit profile for MPLX. As of September 30, 2021, the credit ratings on MPLX's senior unsecured debt are as follows.

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

The ratings reflect the respective views of the rating agencies. There can be 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.

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 Note 19 to the unaudited consolidated financial statements for further discussion of MPLX's debt.

Capital Requirements

Capital Investment Plan

MPC's capital investment plan for 2021 totals approximately \$1.4 billion for capital projects and investments, excluding capitalized interest, potential acquisitions and MPLX's capital investment plan. MPC's 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 in Midstream and Speedway's capital spending through the close of the sale on May 14, 2021, which is now reported separately as discontinued operations. The remainder of the planned capital spending for Midstream reflects the capital investment plan for MPLX. The plan, which initially reflected a total of \$1.0 billion, is currently estimated to be approximately \$650 million. We continuously evaluate our capital investment plan and make changes as conditions warrant.

Capital expenditures and investments for MPC and MPLX are summarized below.

(In millions)	Nine Months Ended September 30,	
	2021	2020
Capital expenditures and investments: ^(a)		
MPC continuing operations, excluding MPLX		
Refining & Marketing	\$ 538	\$ 995
Midstream - Other	42	193
Corporate and Other ^(b)	72	61
Total MPC continuing operations, excluding MPLX	\$ 652	\$ 1,249
MPC discontinued operations - Speedway	\$ 177	\$ 200
Midstream - MPLX	\$ 464	\$ 1,006

(a) Capital expenditures exclude changes in capital accruals.

(b) Excludes capitalized interest of \$48 million and \$85 million for the nine months ended September 30, 2021 and 2020, respectively.

Capital expenditures and investments in affiliates during the nine months ended September 30, 2021, were primarily for Refining & Marketing and Midstream segment projects. Major Refining & Marketing projects include the conversion of the Martinez facility from a petroleum refinery to a renewable fuels manufacturing facility, the South Texas Asset Repositioning project, which is intended to optimize operations and reduce costs at our Galveston Bay refinery, and other projects that we expect will help us reduce future operating costs.

Major Midstream projects primarily include gas gathering and processing projects in the Marcellus and Southwest regions, the expansion of crude gathering systems, and the reversal of the Capline crude pipeline.

Other Capital Requirements

During the nine months ended September 30, 2021, we contributed \$801 million to our funded pension plans. During the third quarter of 2021, we made a \$575 million voluntary pension contribution. We may choose to make additional contributions to our pension plans.

On October 27, 2021, our board of directors approved a dividend of \$0.58 per share on common stock. The dividend is payable December 10, 2021, to shareholders of record as of the close of business on November 17, 2021.

On November 2, 2021, MPLX declared a cash distribution for the third quarter of 2021, totaling \$1.31 billion, or \$1.28 per common unit, consisting of a base quarterly distribution amount of \$0.7050 per common unit and a special distribution amount of \$0.5750 per common unit. This distribution will be paid on November 19, 2021 to common unitholders of record on November 12, 2021. MPC's portion of this distribution is approximately \$829 million.

We may, from time to time, repurchase our senior notes 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.

Share Repurchases

In connection with the Speedway sale, our board of directors approved an additional \$7.1 billion share repurchase authorization bringing total share repurchase authorizations to \$10.0 billion prior to the completion of the June tender offer discussed below.

During the third quarter of 2021, MPC repurchased approximately 16 million shares of its common stock at an average cost per share of \$58.78 and paid \$928 million of cash, with an additional \$50 million of cash paid in early October in connection with the settlement of certain late September repurchases.

During the second quarter of 2021, MPC completed a modified Dutch auction tender offer, purchasing 15,573,365 shares of its common stock at a purchase price of \$63.00 per share, for an aggregate purchase price of approximately \$981 million, excluding fees and expenses related to the tender offer.

Since January 1, 2012, our board of directors has approved \$25.05 billion in total share repurchase authorizations and we have repurchased a total of \$17.01 billion of our common stock.

During the nine months ended September 30, 2021, MPLX repurchased 17,563,855 MPLX common units at an average cost per unit of \$26.79 and paid \$465 million of cash, with an additional \$5 million of cash paid in early October in connection with the settlement of certain late September purchases. As of September 30, 2021, \$497 million remained available under the authorization for future unit repurchases.

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 discontinued at any time.

Contractual Cash Obligations

As of September 30, 2021, our contractual cash obligations included long-term debt, capital and operating lease obligations, purchase obligations and other long-term liabilities. During the first nine months of 2021, our long-term debt commitments decreased approximately \$5.28 billion primarily due to the repayment of \$1.3 billion of MPC senior notes, net repayment of \$1.0 billion under the MPC commercial paper program, the redemption of \$1.75 billion of MPLX senior notes and net repayment of \$175 million under the MPLX revolving credit facility.

During the first nine months of 2021, we terminated a transportation services agreement with a total commitment of approximately \$560 million through the year 2028. There were no other material changes to our contractual cash obligations outside the ordinary course of business since December 31, 2020.

Off-Balance Sheet Arrangements

Off-balance sheet arrangements comprise those arrangements that may potentially impact our liquidity, capital resources and results of operations, even though such arrangements are not recorded as liabilities under GAAP. Our off-balance sheet arrangements are limited to indemnities and guarantees that are described below. Although these arrangements serve a variety of our business purposes, we are not dependent on them to maintain our liquidity and capital resources, and we are not aware of any circumstances that are reasonably likely to cause the off-balance sheet arrangements to have a material adverse effect on our liquidity and capital resources.

We have provided various guarantees related to equity method investees. These arrangements are described in Note 24 to the unaudited consolidated financial statements.

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.

There have been no significant changes to our environmental matters and compliance costs during the nine months ended September 30, 2021.

CRITICAL ACCOUNTING ESTIMATES

As of September 30, 2021, there have been no significant changes to our critical accounting estimates since our Annual Report on Form 10-K for the year ended December 31, 2020.

ACCOUNTING STANDARDS NOT YET ADOPTED

We have not identified any recent accounting pronouncements that are expected to have a material impact on our financial condition, results of operations or cash flows upon adoption.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

For a detailed discussion of our risk management strategies and our derivative instruments, see Item 7A. Quantitative and Qualitative Disclosures about Market Risk in our Annual Report on Form 10-K for the year ended December 31, 2020.

See Notes 17 and 18 to the unaudited consolidated financial statements 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.

The following table includes the composition of net gains and losses on our commodity derivative positions as of September 30, 2021 and 2020, respectively.

(In millions)	Nine Months Ended September 30,	
	2021	2020
Realized gain (loss) on settled derivative positions	\$ (270)	\$ 33
Unrealized gain (loss) on open net derivative positions	(118)	47
Net gain (loss)	<u>\$ (388)</u>	<u>\$ 80</u>

See Note 18 to the unaudited consolidated financial statements for additional information on our open derivative positions at September 30, 2021.

Sensitivity analysis of the 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 September 30, 2021 is provided in the following table.

(In millions)	Change in IFO from a Hypothetical Price Increase of		Change in IFO from a Hypothetical Price Decrease of	
	10%	25%	10%	25%
As of September 30, 2021				
Crude	\$ (63)	\$ (158)	\$ 63	\$ 158
Refined products	(29)	(72)	29	72
Blending products	(34)	(84)	34	84
Soybean oil	(12)	(30)	12	30
Embedded derivatives	(10)	(26)	10	26

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 September 30, 2021 would cause future IFO effects to differ from those presented above.

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 September 30, 2021 is provided in the following table. Fair value of cash and cash equivalents, receivables, accounts payable and accrued interest approximate carrying value and 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.

<i>(In millions)</i>	Fair Value as of September 30, 2021 ^(a)	Change in Fair Value ^(b)	Change in Net Income for the Nine Months Ended September 30, 2021 ^(c)
Long-term debt			
Fixed-rate	\$ 30,466	\$ 2,696	n/a
Variable-rate	\$ —	\$ —	16

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

(b) Assumes a 100-basis-point decrease in the weighted average yield-to-maturity at September 30, 2021.

(c) Assumes a 100-basis-point change in interest rates. The change to net income was based on the weighted average balance of debt outstanding for the nine months ended September 30, 2021.

At September 30, 2021, our long-term debt was composed of fixed-rate instruments. The fair value of our fixed-rate debt is relatively sensitive to interest rate fluctuations. Our sensitivity to interest rate declines and corresponding increases in the fair value of our debt unfavorably affects our results of operations and cash flows only when we elect to repurchase or otherwise retire fixed-rate debt at prices above carrying value. Interest rate fluctuations generally do not impact the fair value of our variable-rate debt, but may affect our results of operations and cash flows.

See Note 17 to the unaudited consolidated financial statements for additional information on the fair value of our debt.

ITEM 4. 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 September 30, 2021, the end of the period covered by this report.

Changes in Internal Control over Financial Reporting

During the quarter ended September 30, 2021, 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.

PART II – OTHER INFORMATION

ITEM 1. 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 \$300,000.

Except as described below, there have been no material changes to the legal matters previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2020 (our “2020 10-K”), as updated in our subsequent Quarterly Reports on Form 10-Q.

Martinez

As previously disclosed in our 2020 10-K, we had been negotiating, through two separate actions, the settlement of 141 NOV's received from the Bay Area Air Quality Management District (“BAAQMD”). The NOV's were issued from 2011 to 2019 and alleged violations of air quality regulations and the idled Martinez refinery's air permit. In the third quarter of 2021, we finalized a settlement with the BAAQMD, which provides for a cash penalty of approximately \$2.2 million to resolve 58 of these NOV's. We continue to negotiate a settlement of the remaining allegations with the BAAQMD through a separate enforcement action. We cannot currently estimate the timing of the resolution of the remaining NOV's.

Dakota Access Pipeline

MPLX holds a 9.19 percent indirect interest in a joint venture (“Dakota Access”) that owns and operates the Dakota Access Pipeline and Energy Transfer Crude Oil Pipeline projects, collectively referred to as the Bakken Pipeline system or DAPL. 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 ordered vacatur of the easement during the pendency of the EIS and further ordered a shut down of the pipeline by August 5, 2020. On August 5, 2020, the U.S. Court of Appeals for the District of Columbia (the “Court of Appeals”) stayed the D.D.C.'s injunction that required the pipeline be shutdown and emptied of oil by August 5, 2020. On January 26, 2021, the Court of Appeals upheld the D.D.C.'s order vacating the easement while the Army Corps prepares the EIS. The Court of Appeals reversed the D.D.C.'s order to the extent it directed that the pipeline be shutdown and emptied of oil. In May 2021, the D.D.C. denied a renewed request for an injunction to shut down the pipeline while the EIS is being prepared. In June 2021, the D.D.C. issued an order dismissing without prejudice the tribes' claims against the Dakota Access Pipeline. The judge noted that the plaintiffs may move to reopen the case in the event of a violation of the court's prior orders. Dakota Access has petitioned the U.S. Supreme Court for review of the Court of Appeal's decision upholding the D.D.C.'s order vacating the easement. The pipeline remains operational.

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 pipeline were temporarily shut down, 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 permit and/or return the pipeline into operation. If the vacatur of the easement permit 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% redemption premium required pursuant to the indenture governing the notes) and any accrued and unpaid interest. As of September 30, 2021, our maximum potential undiscounted payments under the Contingent Equity Contribution Agreement were approximately \$230 million.

ITEM 1A. RISK FACTORS

There have been no material changes from the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2020.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

The following table sets forth a summary of our purchases during the quarter ended September 30, 2021, 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 ^(a)	Average Price Paid per Share ^(b)	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs ^{(c)(d)}
07/01/2021-07/31/2021	171	\$ 61.30	—	\$ 9,018,878,009
08/01/2021-08/31/2021	7,792,037	57.91	7,792,016	\$ 8,567,626,311
09/01/2021-09/30/2021	8,848,532	59.35	8,848,451	\$ 8,042,451,024
Total	16,640,740	58.68	16,640,467	

^(a) The amounts in this column include 171, 21 and 81 shares of our common stock delivered by employees to MPC, upon vesting of restricted stock, to satisfy tax withholding requirements in July, August and September, respectively.

^(b) Amounts in this column reflect the weighted average price paid for shares repurchased under our share repurchase authorizations and for shares tendered to us in satisfaction of employee tax withholding obligations upon the vesting of restricted stock granted under our stock plans.

^(c) On April 30, 2018, we announced that our board of directors had approved a \$5 billion share repurchase authorization in addition to the remaining authorization pursuant to the May 31, 2017 announcement. On May 14, 2021, we announced that our board of directors had approved an additional \$7.1 billion share repurchase authorization. These share purchase authorizations have no expiration date.

ITEM 5. OTHER INFORMATION

On October 27, 2021, our board of directors amended and restated the Company's Amended and Restated Bylaws (the "Bylaws") consistent with the Delaware General Corporation Law to increase the age limit, from 72 to 73, after which a director will no longer be eligible for election or re-election to the board of directors.

The foregoing description is qualified in its entirety by reference to the full text of the Bylaws, which is filed as Exhibit 3.2 to this Quarterly Report on Form 10-Q and incorporated herein by reference.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Form	Incorporated by Reference			Filed Herewith	Furnished Herewith
			Exhibit	Filing Date	SEC File No.		
2.1†	Purchase and Sale Agreement, dated as of August 2, 2020, by and between MPC, the MPC subsidiaries party thereto and 7-Eleven, Inc.	8-K	2.1	8/3/2020	001-35054		
2.2	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.	10-K	2.7	2/26/2021	001-35054		
2.3†	Amendment No. 2 to Purchase and Sale Agreement, dated as of May 14, 2021, by and among the Company, Sellers and Purchaser	8-K	2.3	5/14/2021	001-35054		
3.1	Restated Certificate of Incorporation of MPC, dated October 1, 2018	8-K	3.2	10/1/2018	001-35054		
3.2	Amended and Restated Bylaws of Marathon Petroleum Corporation, dated October 27, 2021					X	
10.1	Form of 2021 MPC Officer RSU Award Agreement - 2021 Plan					X	
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14 and 15d-14 under the Securities Exchange Act of 1934					X	
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14 and 15d-14 under the Securities Exchange Act of 1934					X	
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350						X
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350						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.						
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.

SIGNATURES

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

November 2, 2021

MARATHON PETROLEUM CORPORATION

By: /s/ C. Kristopher Hagedorn
C. Kristopher Hagedorn
Senior Vice President and Controller

AMENDED AND RESTATED
BYLAWS
OF
MARATHON PETROLEUM CORPORATION

AMENDED AND RESTATED
BYLAWS OF
MARATHON PETROLEUM CORPORATION

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AMENDED AND RESTATED
BYLAWS
OF
MARATHON PETROLEUM CORPORATION

The Board of Directors of Marathon Petroleum Corporation (the “Corporation”) by resolution has duly adopted these Amended and Restated Bylaws (these “Bylaws”) pursuant to Section 109 of the General Corporation Law of the State of Delaware (the “DGCL”).

ARTICLE I
STOCKHOLDERS

Section 1.1 Annual Meetings. The Corporation shall hold an annual meeting (each an “Annual Meeting”) of the holders of its capital stock (each, a “Stockholder”) each calendar year for the election of Directors of the Corporation (each, a “Director”) at such date, time and place as the Board of Directors of the Corporation (the “Board”) by resolution may designate, or if the Board does not designate a date, time and place, the Annual Meeting will be held at 10:00 a.m., Eastern Time, on the last Thursday in April, at the principal executive office of the Corporation. The Corporation may transact any other business, or act on any proposal, at an Annual Meeting which has properly come before that meeting in accordance with Section 1.10. The Corporation may postpone, reschedule or cancel any annual meeting of stockholders previously scheduled by the Board.

Section 1.2 Special Meetings.

(a) *Calling of Special Meetings.* Any of the following may call a special meeting of Stockholders for any purpose or purposes at any time and designate the date, time and place of any such meeting: (i) the Chairman of the Board; (ii) the Chief Executive Officer (iii) the Board pursuant to a resolution approved by a majority of the Directors then in office; or (iv) the Board, upon the written request of Stockholders owning (as defined in Section 2.12) at least twenty-five percent (25%), in the aggregate, of the voting power of the then issued and outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of Directors (the “Requisite Percentage”). Except as the Restated Certificate of Incorporation of the Corporation (as amended or amended and restated from time to time and including each certificate of designation, if any, respecting any class or series of preferred stock of the Corporation which has been executed, acknowledged and filed in accordance with the DGCL (the “Certificate of Incorporation”)) or the DGCL or any other applicable law, statute, rule or regulation (collectively, “Applicable Laws”) otherwise require, no other person or persons may call a special meeting of Stockholders. The Corporation may postpone, reschedule or cancel any special meeting of stockholders previously called pursuant to clause (i) – (iii) of this paragraph (a).

(b) *Stockholder Requested Special Meetings.*

(i) Any request by Stockholders for a special meeting must be signed by each Stockholder, or a duly authorized agent, requesting such special meeting and include: (A) the

specific purpose of the meeting, the matters proposed to be acted on at the meeting and the reasons for conducting such business at the meeting; (B) the name and address of each such Stockholder and the date of signature; (C) the number of shares of capital stock owned of record or beneficially by each such Stockholder; (D) documentary evidence that the requesting Stockholders in the aggregate own the Requisite Percentage, provided that if any of the requesting Stockholders are not the record owners of the shares representing any portion of the Requisite Percentage, then to be valid, the request by Stockholders must also include documentary evidence that any beneficial owners on whose behalf the request is made beneficially own the relevant portion of the Requisite Percentage; (E) all information relating to each such Stockholder that would be required to be disclosed in solicitations of proxies for the election of Directors (even if the election of Directors is not the subject of the special meeting request) or would otherwise be required, in each case pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations promulgated thereunder (or any successor provision of the Exchange Act or the rules or regulations promulgated thereunder), whether or not Section 14 of the Exchange Act is then applicable to the Corporation; (F) the information required for matters to be properly brought by Stockholders before an Annual Meeting as set forth in Section 1.10 and Section 2.10, as applicable, with respect to any nomination to the Board or other business proposed to be presented at the special meeting and as to the Stockholders requesting the meeting (or the persons on whose behalf the Stockholder is acting, as applicable); (G) a representation that each requesting Stockholder, or one or more representatives of each such stockholder, intends to appear in person or by proxy at the special meeting to present the proposal(s) or business to be brought before the special meeting; and (H) an agreement by the requesting Stockholders to notify the Corporation promptly in the event of any disposition prior to the special meeting of shares of the Corporation owned of record or beneficially owned and an acknowledgement that any such disposition shall be deemed to be a revocation of such special meeting request with respect to such disposed shares. In addition, the requesting Stockholders and the beneficial owners, if any, on whose behalf the special meeting request is being made shall promptly provide any other information reasonably requested by the Corporation.

(ii) Any requesting Stockholder who delivered (and has not revoked) a valid special meeting request shall further update and supplement such request, if necessary, so that the information provided or required to be provided in such request shall be true and correct as of the record date for the determination of Stockholders entitled to vote at the special meeting and as of the date that is 10 business days prior to the special meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received at, the principal executive office of the Corporation not later than five business days after the record date for the determination of Stockholders entitled to vote at the special meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight business days prior to the date for the special meeting and, if practicable (or, if not practicable, on the first practicable date prior to), any adjournment or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the special meeting or any adjournment or postponement thereof).

(iii) A special meeting request shall not be valid (and the Board shall have no obligation to call a special meeting in respect of such special meeting request) if it (A) does not

comply with these Bylaws, the Certificate of Incorporation or applicable law; (B) relates to an item of business that is not a proper subject for Stockholder action under these Bylaws, the Certificate of Incorporation or applicable law; (C) is an item of business that is the same or substantially similar to a matter that was presented at a meeting of Stockholders occurring within 90 days preceding the date of the Stockholders' request for a special meeting; (D) relates to an item of business that is the same or substantially similar to a matter included in the Corporation's notice to be brought before a meeting of Stockholders that has been called but not yet held; (E) is delivered during the period commencing 90 days prior to the first anniversary of the previous year's Annual Meeting and ending on the date of the next Annual Meeting; or (F) was made in violation of Regulation 14A under the Exchange Act, to the extent applicable, or other Applicable Laws. For purposes of this Section 1.2(b), the nomination, election or removal of directors shall be deemed to be the same or substantially similar to all items of business involving the nomination, election or removal of directors, changing the size of the Board and filling of vacancies and/or newly created directorships resulting from any increase in the authorized number of directors.

(iv) In determining whether a special meeting of stockholders has been requested by the record holders of shares representing in the aggregate at least the Requisite Percentage, multiple special meeting requests delivered to the Secretary will be considered together only if (i) each special meeting request identifies substantially the same purpose or purposes of the special meeting and substantially the same matters proposed to be acted on at the special meeting (in each case as determined in good faith by the Board) and (ii) such special meeting requests have been dated and delivered to the Secretary within 60 days of the earliest dated special meeting request identifying substantially the same purpose or purposes. Stockholders may revoke the request for a special meeting at any time by written revocation delivered to the Secretary of the Corporation (the "Secretary") and if, following such revocation, there are un-revoked requests from Stockholders owning in the aggregate less than the Requisite Percentage, the Board, in its discretion, may cancel the special meeting. A special meeting request shall be deemed revoked (and any meeting scheduled in response may be canceled) if the Stockholders submitting the special meeting request, and any beneficial owners on whose behalf they are acting, do not continue to own (as defined in Section 2.12) in the aggregate at least the Requisite Percentage at all times between the date the special meeting request is received by the Corporation and the date of the applicable special meeting of Stockholders, and the requesting Stockholder shall promptly notify the Secretary of any decrease in ownership of shares of the Corporation that results in such a revocation. If, as a result of any such revocation, there are no longer valid unrevoked written requests representing the Requisite Percentage, there shall be no requirement to call or hold a special meeting of Stockholders. If none of the requesting Stockholders appears or sends a duly authorized agent to present the business to be presented for consideration that was specified in the relevant special meeting request, the Corporation need not present such business for a vote at such special meeting.

(v) Business transacted at a special meeting requested by Stockholders shall be limited to the purpose stated in such request; provided, however, that the Board shall be able to submit additional matters to Stockholders at any such special meeting.

Section 1.3 Notice of Meetings. By or at the direction of the Chairman of the Board, the Chief Executive Officer or the Secretary, whenever Stockholders are to take any action at a meeting, the Corporation will give a notice of that meeting to the Stockholders of record, as of the record date established pursuant to Section 1.4 for determining Stockholders entitled to notice of that meeting, which notice shall state the date, time and place of the meeting, the means of remote communications, if any, by which Stockholders and proxy holders may be deemed to be present in person and vote at the meeting, the record date for determining the Stockholders entitled to vote at the meeting, if such date is different from the record date for determining Stockholders entitled to notice of the meeting, and, in the case of a special meeting, the purpose or purposes for which that meeting is called. Unless the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws otherwise require, the Corporation will give the notice of any meeting of Stockholders not less than 10 nor more than 60 days before the date of that meeting. Notice of any meeting of Stockholders need not be given to any Stockholder (a) if waived by such Stockholder in accordance with Section 7.6 or (b) to whom (i) notice of two consecutive Annual Meetings, and all notices of meetings to such person during the period between such two consecutive Annual Meetings, or (ii) all, and at least two, payments (if sent by first-class mail) of dividends or interest on securities during a 12-month period, in either case (i) or (ii) above, have been mailed addressed to such person at such person's address as shown on the records of the Corporation and have been returned as undeliverable; *provided, however*, that the exception in Section 1.3(b)(i) shall not be applicable to any notice given by electronic transmission that is returned as undeliverable. Any action or meeting taken or held without notice to such person shall have the same force and effect as if the notice had been duly given. If any person to whom notice need not be given in accordance with Section 1.3(b) delivers to the Corporation a written notice setting forth such person's then current address, the requirement that notice be given to such person shall be reinstated.

Section 1.4 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board by resolution may fix a record date, which record date: (a) must not precede the date on which the Board adopts the resolution; (b) in the case of a determination of Stockholders entitled to vote at any meeting of Stockholders or adjournment thereof, (i) will, unless Applicable Laws otherwise require, not be more than 60 nor less than 10 days before the date of the meeting and (ii) may, unless Applicable Laws otherwise require, be as of a date that is later than the record date established by the Board pursuant to this Section 1.4 to determine the Stockholders entitled to notice of that meeting; and (c) in the case of any other action, will not be more than 60 days prior to that other action. If the Board does not fix a record date, (1) the record date for determining Stockholders entitled to notice of or to vote at a meeting of Stockholders will be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived in accordance with Section 7.6, at the close of business on the day next preceding the day on which the meeting is held and (2) the record date for determining Stockholders for any other purpose will be at the close of business on the day on which the Board adopts the resolution relating thereto. A determination of Stockholders of record entitled to notice of or to vote at a meeting of Stockholders will apply to any adjournment of that meeting; *provided, however*, that the Board

by resolution may fix a new record date for purposes of determining Stockholders entitled to notice of or to vote at the adjourned meeting.

Section 1.5 List of Stockholders Entitled to Vote. At least 10 days before each meeting of Stockholders, the Corporation will prepare a list of the Stockholders entitled to vote at that meeting pursuant to the requirements of section 219 of the DGCL as in effect at that time.

Section 1.6 Adjournments. Any meeting of Stockholders, annual or special, may be adjourned from time to time by (a) the Chairman of the Board or other Director or officer presiding over the meeting or (b) by the Stockholders representing a majority of shares of capital stock present in person or represented by proxy at the meeting and entitled to vote on any matter brought before the meeting, whether or not a quorum is present, to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof, and the means of remote communications, if any, by which Stockholders and proxy holders may be deemed to be present and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business it might have transacted at the original meeting. If the adjournment is for more than 30 days or if, after adjournment the Board fixes a new record date for determining Stockholders entitled to notice of or to vote at the adjourned meeting, the Corporation will give notice of the adjourned meeting to each Stockholder of record (as of the applicable record date for determining Stockholders entitled to notice of the adjourned meeting) in accordance with Section 1.3.

Section 1.7 Quorum. Except as the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws otherwise provide: (a) at each meeting of Stockholders the presence in person or by proxy of the holders of shares of stock having a majority of the voting power of all outstanding shares of capital stock of the Corporation entitled to vote at the meeting will be necessary and sufficient to constitute a quorum; and (b) the holders of capital stock of the Corporation so present and entitled to vote at any duly convened meeting at which the necessary quorum has been ascertained may continue to transact business until that meeting adjourns notwithstanding any withdrawal from that meeting of shares of capital stock counted in determining the existence of that quorum. Any shares held in the street name for which voting instructions have not been received from the beneficial owner and for which the broker does not have discretionary authority to vote ("Broker non-votes") shall be considered present at the meeting for purposes of the determination of a quorum. In the absence of a quorum, the meeting may be adjourned from time to time in the manner provided in Section 1.6 until a quorum is present either in person or by proxy. Shares of the Corporation's capital stock held in treasury by the Corporation or by another corporation, limited liability company, partnership or other entity in which the Corporation, directly or indirectly, holds a majority of the shares entitled to vote in the election of Directors (or the equivalent), will be neither entitled to vote nor counted for quorum purposes; *provided, however*, that the foregoing will not limit the right of the Corporation to vote shares of capital stock, including but not limited to its own capital stock, it holds in a fiduciary capacity.

Section 1.8 Organization. The Chairman of the Board will chair and preside over any meeting of Stockholders at which he or she is present. The Board will designate a Director

or an officer of the Corporation to preside over any meeting of Stockholders from which the Chairman of the Board is absent. In the absence of such designation by the Board, the Chief Executive Officer will preside over any such meeting. The Secretary will act as secretary of meetings of Stockholders, but in his or her absence from any such meeting, the Chairman of the Board or other Director or officer presiding over that meeting may appoint any person to act as secretary of that meeting.

Section 1.9 Voting by Stockholders

(a) *Voting on Matters Other than the Election of Directors.* With respect to any matters as to which no other voting requirement is specified by the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws, or any policy or position statement adopted by the Board that is not inconsistent with any of the foregoing, the affirmative vote required for Stockholder action at a meeting at which a quorum is present shall be that of a majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter (including shares subject to Broker non-votes). In the case of a matter submitted for a vote of the Stockholders as to which a Stockholder approval requirement is applicable under the Stockholder approval policy of any stock exchange or quotation system on which the capital stock of the Corporation is traded or quoted, the requirements (to the extent applicable to the Corporation) of Rule 16b-3 under the Exchange Act, or any provision of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”), in each case for which no higher voting requirement is specified by the DGCL, the Certificate of Incorporation or these Bylaws, the vote required for approval shall be the requisite vote specified in such Stockholder approval policy, Rule 16b-3 or Internal Revenue Code provision, as the case may be (or the highest such requirement if more than one is applicable). For the approval or ratification of the appointment of independent public accountants (if submitted for a vote of the Stockholders) or the approval of any other matter recommended for approval to the Stockholders by the Board and for which no other voting requirement is specified by the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws or any policy or position statement adopted by the Board that is not inconsistent with any of the foregoing, including with respect to the compensation of executives and any advisory vote regarding executive compensation, the vote required for approval shall be the affirmative vote of a majority of the votes cast “for” or “against” by the Stockholders entitled to vote on the matter at a meeting of Stockholders at which a quorum is present. For purposes of these Bylaws, Broker non-votes and abstentions shall not be considered as votes cast.

(b) *Voting in the Election of Directors.* Each Director shall be elected by the affirmative vote of a majority of the votes cast by the Stockholders entitled to vote with respect to that Director’s election at any meeting for the election of Directors at which a quorum is present, provided that if, as of the 10th day preceding the date the Corporation first mails its notice for such meeting to Stockholders, the number of nominees exceeds the number of Directors to be elected (a “Contested Election”), the Directors shall be elected by the vote of a plurality of the votes cast by Stockholders entitled to vote in the election of Directors at such meeting of Stockholders at which a quorum is present. If, in an election that is not a Contested Election, a Director does not receive a majority of the votes cast, such Director shall submit an irrevocable resignation to the Corporate Governance and Nominating Committee of the Board, or such other committee as may be designated by the Board pursuant to these Bylaws. Such

committee shall make a recommendation to the Board as to whether to accept or reject the resignation of such incumbent Director, or whether other action should be taken. The Board shall act on the resignation, taking into account the committee's recommendation, and within 90 days following certification of the election results shall publicly disclose its decision regarding the resignation and, if such resignation is rejected, the rationale behind the decision. The committee in making its recommendation and the Board in making its decision each may consider any factors and other information that they consider appropriate and relevant. If the Board accepts a Director's resignation pursuant to this Section 1.9(b), or if a nominee for Director is not elected and the nominee is not an incumbent Director, then the Board may fill the resulting vacancy pursuant to Section 2.1(f) of these Bylaws or may reduce the size of the Board pursuant to Section 2.1(c) of these Bylaws. For purposes of this Section 1.9(b), Broker non-votes and abstentions shall not be considered as votes cast.

Section 1.10 Business to be Conducted at Meetings

(a) *Annual Meetings.* At an Annual Meeting, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been properly brought before such Annual Meeting. To be properly brought before an Annual Meeting, business or proposals (other than any nomination of Directors, which is governed by Section 2.10 and Section 2.12) must (i) be specified in the notice relating to the meeting (or any supplement thereto) given by or at the direction of the Board in accordance with Section 1.3 or (ii) be properly brought before the meeting by a Stockholder who (A) is a Stockholder of record at the time of the giving of notice of the proposal in accordance with this Section 1.10 and on the record date for the determination of Stockholders entitled to vote at such Annual Meeting, (B) is entitled to vote at the Annual Meeting and (C) complies with the requirements of this Section 1.10, the DGCL and other Applicable Laws. Notwithstanding anything to the contrary in these Bylaws, only proposals that are proper subjects for Stockholder action may properly be introduced at an Annual Meeting. Clause (ii) of this Section 1.10(a) shall be the exclusive means for a Stockholder to submit business or proposals (other than Director nominations, which are governed by Section 2.10 and Section 2.12) before an Annual Meeting. For a proposal to properly be brought before an Annual Meeting by a Stockholder pursuant to these provisions, in addition to any other applicable requirements, such Stockholder must give timely advance notice thereof in writing to the Secretary. To be timely, such Stockholder's notice must be delivered to, or mailed and received at, the principal executive office of the Corporation not later than the close of business on the 90th day and not earlier than the close of business on the 120th day prior to the first anniversary of the date on which the Corporation first mailed proxy materials for the immediately preceding Annual Meeting to Stockholders; *provided, however*, that if the scheduled Annual Meeting date differs from the first anniversary date of the immediately preceding Annual Meeting by more than 30 days, notice by such Stockholder, to be timely, must be so delivered or received not later than the close of business on the 90th day prior to the scheduled date of the Annual Meeting or, if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, not later than the 10th day following the earlier of the date on which the notice of such meeting was mailed to Stockholders or the date on which such public disclosure was made. In no event shall any adjournment, postponement or deferral of an Annual Meeting or the announcement thereof commence a new time period for the giving of a Stockholder's notice as described above.

(b) *Form of Stockholder Proposals.* Any Stockholder's notice to the Secretary of business proposed to be brought before an Annual Meeting as contemplated by Section 1.10(a)(ii) shall set forth in writing as to each matter such Stockholder proposes to bring before the Annual Meeting: (i) a description of the proposal desired to be brought before the meeting and the reasons for conducting such business at the meeting, together with the text of the proposal or business (including the text of any resolutions proposed for consideration); (ii) as to such Stockholder proposing such business and the beneficial owner, if any, on whose behalf the proposal is made, (A) the name and address of such Stockholder, as it appears on the Corporation's books, and of such beneficial owner, if any, and the name and address of any other Stockholders known by such Stockholder to be supporting such business or proposal, (B)(1) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially and of record by such Stockholder and such beneficial owner, (2) any option, warrant, convertible security, stock appreciation right or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of capital stock of the Corporation or with a value derived in whole or in part from the price, value or volatility of any class or series of shares of capital stock of the Corporation or any derivative or synthetic arrangement having characteristics of a long position in any class or series of shares of capital stock of the Corporation, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Corporation or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such Stockholder and by such beneficial owner and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of capital stock of the Corporation, (3) any proxy, contract, arrangement, understanding or relationship, the effect or intent of which is to increase or decrease the voting power of such Stockholder or beneficial owner with respect to any shares of any security of the Corporation, (4) any pledge by such Stockholder or beneficial owner of any security of the Corporation or any short interest of such Stockholder or beneficial owner in any security of the Corporation (for purposes of this Section 1.10 and Section 2.10, a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (5) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such Stockholder and by such beneficial owner that are separated or separable from the underlying shares of capital stock of the Corporation, (6) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Stockholder or beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (7) any performance-related fees (other than an asset-based fee), to which such Stockholder or beneficial owner is entitled based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, including, without limitation, for purposes of clauses (B)(1) through (B)(7) above, any of the foregoing held by members of such Stockholder's or beneficial owner's immediate family sharing the same household or held by any other Stockholders or beneficial owners acting in concert with such Stockholder or beneficial owner (which information shall be supplemented by such Stockholder and beneficial owner, if any, not later than 10 days after the record date for the determination of Stockholders entitled to vote at the

meeting, to disclose such ownership as of such record date) and (C) any other information relating to such Stockholder and beneficial owner, if any, that would be required to be disclosed in solicitations of proxies for the proposal, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; (iii) any material interest of such Stockholder and beneficial owner, if any, in such business or proposal; and (iv) a description of all agreements, arrangements and understandings between such Stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with such business or proposal by such Stockholder.

(c) *Duty to Update Information.* A Stockholder providing notice of business proposed to be brought before an Annual Meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 1.10 shall be true and correct as of the record date for the determination of Stockholders entitled to vote at the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received at, the principal executive office of the Corporation not later than five business days after the record date for the determination of Stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight business days prior to the date for the meeting and, if practicable (or, if not practicable, on the first practicable date prior to), any adjournment or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof). In addition, a Stockholder providing notice of business proposed to be brought before an Annual Meeting shall update and supplement such notice, and deliver such update and supplement to the principal executive office of the Corporation, promptly following the occurrence of any event that materially changes the information provided or required to be provided in such notice pursuant to this Section 1.10.

(d) *Chairman of the Board to Determine Whether Requirements Have Been Met.* The Chairman of the Board or, if the Chairman of the Board is not presiding, the Director or officer presiding over the meeting of Stockholders shall determine whether the requirements of this Section 1.10 have been met with respect to any Stockholder proposal. If the Chairman of the Board or the other Director or officer presiding over such meeting determines that any Stockholder proposal was not made in accordance with the terms of this Section 1.10, he or she shall so declare at the meeting and any such proposal shall not be acted upon at the meeting.

(e) *Special Meetings.* At a special meeting of Stockholders, only such business shall be conducted, and only such proposals shall be acted upon, as shall have been specified as the purpose of calling the special meeting or otherwise properly brought before such special meeting. To be properly brought before such a special meeting, business or proposals must (i) be specified in the notice relating to the meeting (or any supplement thereto) given by or at the direction of the Board in accordance with Section 1.3 or (ii) constitute matters incident to the conduct of the meeting as the Chairman of the Board or the other Director or officer presiding over such meeting of the meeting shall determine to be appropriate. Notwithstanding any other provision of these Bylaws, in the case of a special meeting requested by Stockholders pursuant to Section 1.2, no Stockholder may nominate a person for election to the Board or propose any

business to be considered at the meeting, except pursuant to the request for such special meeting pursuant to Section 1.2.

(f) *Additional Requirements.* In addition to the foregoing provisions of this Section 1.10, a Stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder, to the extent such requirements apply to the Corporation, with respect to the matters set forth in this Section 1.10. Nothing in this Section 1.10 shall be deemed to affect any rights of Stockholders to request inclusion of proposals in the Corporation's proxy statement as required by Rule 14a-8 under the Exchange Act, to the extent such rule applies to the Corporation. Notwithstanding the foregoing provisions of this Section 1.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.10 and Section 2.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the meeting of stockholders.

Section 1.11 Proxies. Each Stockholder entitled to vote at a meeting of Stockholders may authorize another person or persons to act for such Stockholder by proxy duly granted and authorized under the DGCL and other Applicable Laws. Proxies for use at any meeting of Stockholders shall be filed with the Secretary, or such other officer as the Board may from time to time determine by resolution to act as secretary of the meeting, before or at the time of the meeting. All proxies shall be received and taken charge of and all ballots shall be received and canvassed by the secretary of the meeting, who shall decide all questions relating to the qualification of voters, the validity of the proxies and the acceptance or rejection of votes, unless a different inspector or inspectors shall have been appointed by the Chairman of the Board or other Director or officer presiding over the meeting, in which event such inspector or inspectors shall decide all such questions.

Section 1.12 Conduct of Meetings. The Board may adopt by resolution such rules and regulations for the conduct of meetings of Stockholders as it deems appropriate. Except to the extent inconsistent with such rules and regulations, if any, the Chairman of the Board or other Director or officer presiding over any meeting of Stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of the Chairman of the Board or other Director or officer presiding over the meeting, are appropriate for the proper conduct of that meeting. Such rules, regulations or procedures whether adopted by the Board or prescribed by the Chairman of the Board or other Director or officer presiding over the meeting may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) the determination of when the polls shall open and close for any given matter to be voted on at the meeting; (c) rules and procedures for maintaining order at the meeting and the safety of those present; (d) limitations on attendance at or participation in the meeting to Stockholders of record, their duly authorized and

constituted proxies or such other persons as the Chairman of the Board or other Director or officer presiding over the meeting may determine; (e) restrictions on entry to the meeting after the time fixed for the commencement thereof; (f) limitations on the time allotted to questions or comments by participants; and (g) policies and procedures with respect to the adjournment of such meetings. Except to the extent the Board or the Chairman of the Board or other Director or officer presiding over any meeting otherwise prescribes, no rules of parliamentary procedure will govern any meeting of Stockholders.

Section 1.13 Delivery to the Corporation. Whenever Section 1.2, 1.10, 2.10 or 2.12 of these Bylaws requires one or more persons (including a record or beneficial owner of stock of the Corporation) to deliver a document or information to the Corporation or any officer, employee or agent thereof (including any notice, request, questionnaire, revocation, representation or other document or agreement), such document or information shall be in writing exclusively (and not in an electronic transmission) and shall be delivered exclusively by hand (including, without limitation, overnight courier service) or by certified or registered mail, return receipt requested and the Corporation shall not be required to accept delivery of any document not in such written form or so delivered. For the avoidance of doubt, with respect to any notice from any stockholder of record or beneficial owner of the Corporation's capital stock pursuant to Section 1.2, 1.10, 2.10 or 2.12 of these Bylaws, to the fullest extent permitted by law, the Corporation expressly opts out of Section 116 of the DGCL.

ARTICLE II BOARD OF DIRECTORS

Section 2.1 Powers, Number, Qualifications, Classification and Vacancies

(a) *Powers of the Board of Directors.* The powers of the Corporation shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed by or under the direction of, the Board. In addition to the authority and powers conferred upon the Board by the DGCL, the Certificate of Incorporation or these Bylaws, the Board is hereby authorized and empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the DGCL, the Certificate of Incorporation and these Bylaws; *provided, however*, that no Bylaw of the Corporation hereafter adopted, nor any amendment thereto, shall invalidate any prior act of the Board that would have been valid if such Bylaw or amendment thereto had not been adopted.

(b) *Management.* The Board shall have the right (which, to the extent exercised, shall be exclusive) to establish the rights, powers, duties, rules and procedures, consistent with the Certificate of Incorporation, these Bylaws and the DGCL, that (i) from time to time shall govern the Board, including, without limiting the generality of the foregoing, the vote required for any action by the Board and (ii) from time to time shall affect the Directors' power to manage the business and affairs of the Corporation.

(c) *Number of Directors.* Within the limits specified in the Certificate of Incorporation, and subject to such rights, if any, of holders of shares of one or more outstanding series of preferred stock of the Corporation to elect one or more Directors as provided by the

Certificate of Designation for such series of preferred stock, the number of Directors which will constitute the whole Board shall be fixed from time to time exclusively by, and may be increased or decreased from time to time exclusively by, the affirmative vote of a majority of the Directors then in office.

(d) *Qualifications.* Directors must be natural persons. Directors need not be residents of the State of Delaware or Stockholders. No person shall stand for election or re-election, or be nominated to stand for election or re-election, to the Board if such person has attained or will attain the age of 73 prior to the date of election or re-election. Any Director elected or re-elected who attains the age of 73 during a term to which he or she was elected or re-elected shall continue to serve for the expiration of his or her term or until his or her earlier death, resignation or removal. At no time shall more than a minority of the number of Directors necessary to constitute a quorum at a meeting of Directors be persons who are not U.S. citizens. In the event that the number of Directors who are not U.S. citizens exceeds such permitted number, it is expected that one or more Directors (whichever number is required to be removed) who are not U.S. citizens will resign from the Board in reverse order of seniority based on such Directors' length of service on the Board (with the Director who is not a U.S. citizen and has served on the Board the least amount of time resigning first) to reduce the number of Directors who are not U.S. citizens to a number permitted under this Section 2.1(d). Any resulting vacancies on the Board shall be filled in accordance with Section 2.1(f).

(e) *Classification and Terms of Directors.* As provided in the Certificate of Incorporation, the Directors, other than those, if any, who may be elected by the holders of any series of preferred stock of the Corporation pursuant to the Certificate of Designation for such series of preferred stock, shall be divided into three classes as nearly equal in size as is practicable: Class I, Class II and Class III. Each Director will serve for a three year term expiring on the date of the third Annual Meeting following the Annual Meeting at which that Director was elected. Each Director will hold office until the Annual Meeting at which that Director's term expires and, the foregoing notwithstanding, until his or her successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal. Any Director elected by the holders of a series of preferred stock of the Corporation will be elected for the term set forth in the Certificate of Designation for such series of preferred stock. At each annual election, the Directors chosen to succeed those whose terms then expire shall be of the same class as the Directors they succeed unless the Board shall have designated one or more directorships whose term then expires as directorships of another class in order to more nearly achieve equality of number of Directors among the classes.

(f) *Vacancies.* Unless otherwise provided by or pursuant to the Certificate of Incorporation, newly created directorships resulting from any increase in the number of Directors, and any vacancies on the Board resulting from death, resignation, removal or other cause, will be filled only by the affirmative vote of a majority of the Directors remaining in office, even if they constitute less than a quorum of the Board, or by the sole remaining Director if only one Director remains in office. Any Director elected in accordance with the preceding sentence will hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred, and until such Director's successor shall have been duly elected and qualified or until his or her earlier death, resignation or removal.

Unless otherwise provided by or pursuant to the Certificate of Incorporation, no decrease in the number of Directors constituting the Board shall shorten the term of any incumbent Director.

Section 2.2 Regular Meetings. The Board will hold its regular meetings at such places within or without the State of Delaware, on such dates and at such times as the Board by resolution may determine from time to time, and any such resolution will constitute due notice to all Directors of the regular meeting or meetings to which it relates. By notice pursuant to Section 2.7, the Chairman of the Board or a majority of the Directors then in office may change the place, date or time of any regular meeting of the Board.

Section 2.3 Special Meetings. The Board will hold a special meeting at any place within or without the State of Delaware and on any date and at any time such a meeting is called by the Chairman of the Board or by a majority of the Directors then in office by giving notice of such special meeting in accordance with Section 2.7.

Section 2.4 Telephonic Meetings. Members of the Board may hold and participate in any Board meeting by means of conference telephone or other communications equipment that permits all persons participating in the meeting to hear each other, and participation of any Director in a meeting by such means will constitute the presence in person of that Director at such meeting for all purposes of these Bylaws, except in the case of a Director who so participates only for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business at such meeting on the ground that the meeting has not been called or convened in accordance with the Certificate of Incorporation, these Bylaws, the DGCL or other Applicable Laws.

Section 2.5 Organization. The Chairman of the Board will chair and preside over meetings of the Board at which he or she is present. A majority of the Directors present at any meeting of the Board from which the Chairman of the Board is absent will designate one of their number as the chair of that meeting. The Secretary will act as secretary of meetings of the Board, but in his or her absence from any such meeting the chair of that meeting may appoint any person to act as secretary of that meeting.

Section 2.6 Order of Business. The Board will transact business at its meetings in such order as the Chairman of the Board or the Board may determine.

Section 2.7 Notice of Meetings. To call a special meeting of the Board, the Chairman of the Board or a majority of Directors then in office must give a timely notice to all of the Directors then in office of the time and place of, and the general nature of the business to be transacted at, such special meeting. The notice must be in writing or in an electronic transmission and if given by the majority of the Directors then in office, must be executed by each Director calling the meeting. To change the time or place of any regular meeting of the Board, the Chairman of the Board or a majority of the Directors then in office must give a timely notice to each Director of that change. To be timely, any notice required by this Section 2.7 must be delivered to each Director personally or by mail, facsimile, e-mail or other communication at least 24 hours before the meeting to which it relates; *provided, however*, that notice of any

meeting of the Board need not be given to any Director who waives the requirement of that notice in accordance with Section 7.6(b).

Section 2.8 Quorum; Vote Required for Action. At all meetings of the Board, the presence in person of a majority of the Directors then in office will constitute a quorum for the transaction of business, and the participation by a Director in any meeting of the Board will constitute that Director's presence in person at that meeting unless that Director expressly limits that participation to objecting, at the beginning of the meeting, to the transaction of any business at that meeting on the ground that the meeting has not been called or convened in accordance with the DGCL, other Applicable Laws, the Certificate of Incorporation or these Bylaws. Except in cases in which the Certificate of Incorporation or these Bylaws otherwise provide, the vote of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

Section 2.9 Board Action by Unanimous Written Consent in Lieu of Meeting. The Board, without a meeting, prior notice or a vote, may take any action it must or may take at any meeting, if all Directors then in office consent to such action in writing or by electronic transmission. After an action is taken, the written consents or electronic transmissions relating thereto are filed with the minutes of proceedings of the Board that the Secretary is to keep.

Section 2.10 Nomination of Directors; Qualifications

(a) *Director Nominations.* Subject to such rights, if any, of holders of shares of one or more outstanding series of preferred stock of the Corporation to elect one or more Directors under circumstances as shall be provided by or pursuant to the Certificate of Incorporation, only persons who are nominated in accordance with the procedures set forth in this Section 2.10 or Section 2.12 shall be eligible for election as, and to serve as, Directors. Nominations of persons for election to the Board at any Annual Meeting or special meeting of the Stockholders at which Directors are to be elected may be made only by (i) the Board or at the direction of the Board, (ii) any Stockholder who is a Stockholder of record at the time of the giving of such Stockholder's notice provided for in this Section 2.10 and on the record date for the determination of Stockholders entitled to vote at such meeting, who is entitled to vote at such meeting in the election of Directors and who complies with the requirements of this Section 2.10 or (iii) with respect to an Annual Meeting, an Eligible Stockholder (as defined pursuant to Section 2.12) who complies with the requirements of Section 2.12. The number of persons a Stockholder may nominate for election as a Director at the Annual Meeting or special meeting of the Stockholders at which Directors are to be elected (or in the case of a Stockholder giving the notice on behalf of a beneficial owner, the number of persons a Stockholder may nominate for election as a Director at such Annual Meeting or special meeting on behalf of such beneficial owner) pursuant to this Section 2.10 shall not exceed the number of Directors to be elected at such Annual Meeting or special meeting. Subject to Section 2.12, clause (ii) of this Section 2.10(a) shall be the exclusive means for a Stockholder to make any nomination of a person or persons for election as a Director. Any such nomination by a Stockholder shall be preceded by timely advance notice in writing to the Secretary pursuant to this Section 2.10 or Section 2.12.

(b) *Timeliness of Stockholder Nominations.* To be timely with respect to an Annual Meeting, notice of any Stockholder's nomination made pursuant to this Section 2.10 must be delivered to, or mailed and received by, the Secretary at the principal executive office of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the first anniversary of the date on which the Corporation first mailed proxy materials for the immediately preceding Annual Meeting to Stockholders; *provided, however*, that (i) if the scheduled date of the Annual Meeting for which the nomination is to be considered differs from the first anniversary date of the immediately preceding Annual Meeting by more than 30 days, notice by such Stockholder, to be timely, must be so delivered or received not later than the close of business on the 90th day prior to the scheduled date of the Annual Meeting or, if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, not later than the 10th day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made; and (ii) if the number of Directors to be elected to the Board at such Annual Meeting is increased and there is no prior notice or public disclosure by the Corporation naming all of the nominees for Director or specifying the size of the increased Board at least 100 days prior to such anniversary date, a Stockholder's notice required by this Section 2.10 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if delivered to the principal executive office of the Corporation not later than the close of business on the 10th day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made. To be timely with respect to a special meeting at which Directors are to be elected, notice of any Stockholder's nomination made pursuant to this Section 2.10 must be delivered to, or mailed and received by, the Secretary at the principal executive office of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the scheduled special meeting date; *provided, however*, that if less than 100 days' prior notice or public disclosure of the scheduled meeting date is given or made, notice by such Stockholder, to be timely, must be so delivered or received not later than the close of business on the 10th day following the earlier of the day on which the notice of such meeting was mailed to Stockholders or the day on which such public disclosure was made. In no event shall any adjournment, postponement or deferral of an Annual Meeting or special meeting or the announcement thereof commence a new time period for the giving of a Stockholder's notice as described above.

(c) *Form of Stockholder's Notice of Nominations.* Notice of a Stockholder's nomination delivered to the Secretary in accordance with this Section 2.10 shall set forth (i) as to each person whom such Stockholder proposes to nominate for election or re-election as a Director, (A) the name, age, country of citizenship, business address and residence address of such person, (B) the principal occupation or employment of such person, (C) any other information relating to such person that would be required to be disclosed in solicitations of proxies for election of Directors in a contested election, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including, without limitation, the written consent of such person to having such person's name placed in nomination at the meeting, to being named in the Corporation's proxy statement and associated proxy card as a nominee of the stockholder and serving as a Director if elected), and (D) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any

other material relationships, between or among such Stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination is made, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if such Stockholder and such beneficial owner, or any affiliate or associate thereof or person acting in concert therewith, were the “registrant” for purposes of such rule and the nominee were a director or executive officer of such registrant; and (ii) as to such Stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination is made and the proposed nominee, (A) the name and address of such Stockholder, as they appear on the Corporation’s books, and of such beneficial owner, if any, and the name and address of any other Stockholders known by such Stockholder to be supporting such nomination, (B)(1) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially and of record by such Stockholder, such beneficial owner and such nominee, (2) any Derivative Instrument directly or indirectly owned beneficially by such Stockholder, such beneficial owner and such nominee and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of capital stock of the Corporation, (3) any proxy, contract, arrangement, understanding or relationship the effect or intent of which is to increase or decrease the voting power of such Stockholder, beneficial owner or nominee with respect to any shares of any security of the Corporation, (4) any pledge by such Stockholder, beneficial owner or nominee of any security of the Corporation or any short interest of such Stockholder, beneficial owner or nominee in any security of the Corporation, (5) any rights to dividends on the shares of capital stock of the Corporation owned beneficially by such Stockholder, beneficial owner and nominee that are separated or separable from the underlying shares of capital stock of the Corporation, (6) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such Stockholder, beneficial owner or nominee is a general partner or, directly or indirectly, beneficially owns an interest in a general partner and (7) any performance-related fees (other than an asset-based fee) to which such Stockholder, beneficial owner or nominee is entitled based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any, as of the date of such notice, including, without limitation, for purposes of clauses (B)(1) through (B)(7) above, any of the foregoing held by members of such Stockholder’s, beneficial owner’s or nominee’s immediate family sharing the same household or held by any other Stockholders or beneficial owners with whom such Stockholder, beneficial owner or nominee is acting in concert (which information shall be supplemented by such Stockholder, beneficial owner, if any, and nominee not later than 10 days after the record date for the determination of Stockholders entitled to vote at the meeting to disclose such ownership as of such record date), and (C) any other information relating to such Stockholder, beneficial owner, if any, and nominee that would be required to be disclosed in solicitations of proxies for election of Directors in a contested election, or would otherwise be required, in each case pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Any such Stockholder’s notice to the Secretary shall also include or be accompanied by, with respect to each nominee for election or reelection to the Board, a completed and signed questionnaire, representation and agreement required by Section 2.10(e). The Corporation may require any proposed nominee to furnish such other information as may reasonably be required by the

Corporation to determine the eligibility of such proposed nominee to serve as an independent Director or that could be material to a reasonable Stockholder's understanding of the independence, or lack thereof, of such nominee.

(d) *Duty to Update Information.* A Stockholder providing notice of any nomination proposed to be made at a meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to Section 2.10(c) shall be true and correct as of the record date for the determination of Stockholders entitled to vote at the meeting and as of the date that is 10 business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received at, the principal executive office of the Corporation not later than five business days after the record date for the determination of Stockholders entitled to vote at the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight business days prior to the date for the meeting and, if practicable (or, if not practicable, on the first practicable date prior to), any adjournment or postponement thereof (in the case of the update and supplement required to be made as of 10 business days prior to the meeting or any adjournment or postponement thereof). In addition, following the occurrence of any event that materially changes the information provided or required to be provided in such notice pursuant to this Section 2.10, a Stockholder that has provided notice of any nomination proposed to be made at a meeting, within 10 days after such event and in any event prior to that meeting, shall deliver an updated and supplemented notice to the Secretary.

(e) *Nominee Requirements.* To be eligible to be a nominee for election or reelection as a Director pursuant to this Section 2.10, a person must meet all of the qualifications to serve as a Director as set forth in these Bylaws, the DGCL or other Applicable Laws and deliver (with respect to nominees nominated by a stockholder pursuant to clause (ii) of Section 2.10(a), in accordance with the time periods prescribed for delivery of notice under Section 2.10(b)) to the Secretary at the principal executive office of the Corporation a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be in the form provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a Director, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a Director, with such person's fiduciary duties under the DGCL or other Applicable Laws, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a Director that has not been disclosed therein, and (C) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a Director, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation.

(f) *Chairman of the Board to Determine Whether Requirements and Qualifications Have Been Met.* The Chairman of the Board or, if he or she is not presiding, the Director or officer presiding over the meeting of Stockholders shall determine whether or not any person nominated to serve as a Director meets the qualifications set forth in these Bylaws, the DGCL or other Applicable Laws and whether or not the requirements of this Section 2.10 have been met with respect to any nomination or purported nomination. If the Chairman of the Board or the other Director or officer presiding over such meeting determines that any purported nomination was not made in accordance with the requirements of this Section 2.10, or that the person so nominated is not qualified to serve as a Director, the Chairman of the Board or such presiding Director or officer shall so declare at the meeting and the defective nomination shall be disregarded.

(g) *Additional Requirements.* Notwithstanding the foregoing provisions of this Section 2.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation to present a nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

Section 2.11 Compensation. Unless otherwise restricted by the DGCL or other Applicable Laws, the Board shall have the authority to fix the compensation of the Directors. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board and may be paid a fixed sum for attendance at each meeting of the Board or a stated salary or other compensation as a Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing Board Committees may also be paid their expenses, if any, and an additional sum, salary or other compensation for attending Board Committee meetings.

Section 2.12 Proxy Access. Subject to the terms and conditions set forth in these Bylaws, the Corporation shall include in its proxy materials for an Annual Meeting, provided that the Board has determined that Directors shall be elected at such a meeting, the name, together with the Required Information (as defined below), of any person nominated for election (the “Stockholder Nominee”) to the Board by a Stockholder or group of Stockholders that satisfy the requirements of this Section 2.12, including qualifying as an Eligible Stockholder (as defined in Section 2.12(d)), and expressly elects at the time of providing the written notice required by this Section 2.12 (a “Proxy Access Notice”) to have its or their nominee included in the Corporation’s proxy materials pursuant to this Section 2.12. For purposes of this Section 2.12:

“Voting Stock” shall mean outstanding shares of capital stock of the Corporation entitled to vote generally for the election of Directors;

“Constituent Holder” shall mean any Stockholder, collective investment fund included within a Qualifying Fund (as defined in Section 2.12(d)) or beneficial holder whose stock ownership is counted for the purposes of qualifying as holding the Proxy Access Request Required Shares (as defined in Section 2.12(d)) or qualifying as an Eligible Stockholder (as defined in Section 2.12(d)); and

“affiliate” and “associate” shall have the meanings ascribed thereto in Rule 405 under the Securities Act of 1933, as amended; provided, however, that the term “partner” as used in the definition of “associate” shall not include any limited partner that is not involved in the management of the relevant partnership.

For purposes of Section 1.2 and this Section 2.12, a Stockholder (including any Constituent Holder) shall be deemed to “own” only those outstanding shares of Voting Stock as to which the Stockholder itself (or such Constituent Holder itself) possesses both (i) the full voting and investment rights pertaining to the shares and (ii) the full economic interest in (including the opportunity for profit and risk of loss on) such shares. The number of shares calculated in accordance with the foregoing clauses (i) and (ii) shall be deemed not to include (and to the extent any of the following arrangements have been entered into by affiliates of the Stockholder (or of any Constituent Holder), shall be reduced by) any shares (A) sold by such Stockholder or Constituent Holder (or any of either’s affiliates) in any transaction that has not been settled or closed, including any short sale, (B) borrowed by such Stockholder or Constituent Holder (or any of either’s affiliates) for any purposes or purchased by such Stockholder or Constituent Holder (or any of either’s affiliates) pursuant to an agreement to resell or (C) subject to any option, warrant, forward contract, swap, contract of sale, other derivative or similar agreement entered into by such Stockholder or Constituent Holder (or any of either’s affiliates), whether any such instrument or agreement is to be settled with shares or with cash based on the notional amount or value of Voting Stock, in any such case which instrument or agreement has, or is intended to have, or if exercised by either party thereto would have, the purpose or effect of (1) reducing in any manner, to any extent or at any time in the future, such Stockholder’s or Constituent Holder’s (or either’s affiliate’s) full right to vote or direct the voting of any such shares, and/or (2) hedging, offsetting or altering to any degree gain or loss arising from the full economic ownership of such shares by such Stockholder or Constituent Holder (or either’s affiliate), other than any such arrangements solely involving an exchange listed multi-industry market index fund in which Voting Stock represents at the time of entry into such arrangement less than 10% of the proportionate value of such index. A Stockholder (including any Constituent Holder) shall “own” shares held in the name of a nominee or other intermediary so long as the stockholder itself (or such Constituent Holder itself) retains the right to instruct how the shares are voted with respect to the election of Directors and the right to direct the disposition thereof and possesses the full economic interest in the shares. A Stockholder’s (including any Constituent Holder’s) ownership of shares shall be deemed to continue during any period in which such person has loaned such shares so long as such person has retained the power to recall such shares at any time by the Stockholder upon giving requisite notice or delegated any voting power over such shares by means of a proxy, power of attorney or other instrument or arrangement which in all such cases of such proxy, power of attorney or other instrument or arrangement is revocable at any time by the Stockholder. The terms “owned,” “owning” and other variations of the word “own” shall have correlative meanings.

(a) For purposes of this Section 2.12, the “Required Information” that the Corporation will include in its proxy statement is (i) the information concerning the Stockholder Nominee and the Eligible Stockholder that the Corporation determines is required to be disclosed in the Corporation’s proxy statement by the rules and regulations promulgated under the

Exchange Act, the DGCL or other Applicable Laws; and (ii) if the Eligible Stockholder so elects, a Statement (as defined in Section 2.12(g)). The Corporation shall also include the name of the Stockholder Nominee in its proxy card. For the avoidance of doubt, and any other provision of these Bylaws notwithstanding, the Corporation may in its sole discretion solicit against, and include in the proxy statement its own statements or other information relating to, any Eligible Stockholder and/or Stockholder Nominee, including any information provided to the Corporation with respect to the foregoing.

(b) To be timely, a Stockholder's Proxy Access Notice must be delivered to, or mailed and received by, the Secretary at the principal executive office of the Corporation not earlier than the close of business on the 150th day and not later than the close of business on the 120th day prior to the first anniversary of the date on which the Corporation first mailed proxy materials for the immediately preceding Annual Meeting to Stockholders. In no event shall any adjournment or postponement of an Annual Meeting, the date of which has been announced by the Corporation, commence a new time period for the giving of a Proxy Access Notice.

(c) The number of Stockholder Nominees (including Stockholder Nominees that were submitted by an Eligible Stockholder for inclusion in the Corporation's proxy materials pursuant to this Section 2.12 but either are subsequently withdrawn or that the Board decides to nominate as Board nominees) appearing in the Corporation's proxy materials with respect to such Annual Meeting shall not exceed the greater of (x) two and (y) the largest whole number that does not exceed 20% of the number of Directors in office as of the last day on which a Proxy Access Notice may be delivered in accordance with the procedures set forth in this Section 2.12 (such greater number, the "Permitted Number"); provided, however, that the Permitted Number shall be reduced by:

(i) the number of such Director candidates for which the Corporation shall have received one or more Stockholder notices nominating Director candidates pursuant to Section 2.10 of these Bylaws plus the number of directors in office that were elected to the Board after being nominated at any of the two preceding Annual Meetings pursuant to such Section 2.10;

(ii) the number of Directors in office or Director candidates that in either case were elected or appointed to the Board or will be included in the Corporation's proxy materials with respect to such Annual Meeting as an unopposed (by the Corporation) nominee pursuant to an agreement, arrangement or other understanding with a Stockholder or group of Stockholders (other than any such agreement, arrangement or understanding entered into in connection with an acquisition of Voting Stock, by such Stockholder or group of Stockholders, from the Corporation), other than any such Director referred to in this clause (ii) who at the time of such Annual Meeting will have served as a Director continuously, as a nominee of the Board, for at least one full three-year term, but only to the extent the Permitted Number after such reduction with respect to this clause (ii) equals or exceeds one; and

(iii) the number of Directors in office for whom access to the Corporation's proxy materials was previously provided (or requested) pursuant to this Section 2.12, other than (A) any such Director referred to in this Section 2.12 (c)(iii) whose term of office will expire at

such Annual Meeting and who is not seeking (or agreeing) to be nominated at such meeting for another term of office and (B) any such Director referred to in this Section 2.12 (c)(iii) who at the time of such Annual Meeting will have served as a Director continuously, as a nominee of the Board, for at least one full three-year term; provided, that in no circumstance shall the Permitted Number exceed the number of Directors to be elected at the applicable Annual Meeting as noticed by the Corporation; and provided, further, that in the event the Board resolves to reduce the size of the Board effective on or prior to the date of the Annual Meeting, the Permitted Number shall be calculated based on the number of Directors in office as so reduced. In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 2.12 exceeds the Permitted Number, each Eligible Stockholder will promptly upon request of the Corporation select one Stockholder Nominee for inclusion in the Corporation's proxy materials until the Permitted Number is reached, going in order of the amount (largest to smallest) of shares of Voting Stock each Eligible Stockholder disclosed as owned in its Proxy Access Notice submitted to the Corporation. If the Permitted Number is not reached after each Eligible Stockholder has selected one Stockholder Nominee, this selection process will continue as many times as necessary, following the same order each time, until the Permitted Number is reached. Following such determination, if any Stockholder Nominee who satisfies the eligibility requirements of this Section 2.12 (y) thereafter is nominated by the Board or (z) thereafter is not included in the Corporation's proxy materials or is not submitted for election as a director, in either case, as a result of the Eligible Stockholder becoming ineligible or withdrawing its nomination, the Stockholder Nominee becoming unwilling or unable to serve on the Board of Directors or the Eligible Stockholder or the Stockholder Nominee failing to comply with the provisions of this Section 2.12, no other nominee or nominees shall be included in the Corporation's proxy materials or otherwise submitted for director election in substitution thereof.

(d) An "Eligible Stockholder" is one or more Stockholders of record who own and have owned, or are acting on behalf of one or more beneficial owners who own and have owned (in each case as defined above), in each case continuously for at least three years as of both the date that the Proxy Access Notice is received by the Corporation pursuant to this Section 2.12, and as of the record date for determining Stockholders eligible to vote at the applicable Annual Meeting, at least three percent of the aggregate voting power of the Voting Stock (the "Proxy Access Request Required Shares"), and who continue to own the Proxy Access Request Required Shares at all times between the date such Proxy Access Notice is received by the Corporation and the date of the applicable Annual Meeting, provided that the aggregate number of Stockholders, and, if and to the extent that a Stockholder is acting on behalf of one or more beneficial owners, of such beneficial owners, whose stock ownership is counted for the purpose of satisfying the foregoing ownership requirement shall not exceed 20. Two or more collective investment funds that are (i) part of the same family of funds or sponsored by the same employer or (ii) a "group of investment companies" as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940 (a "Qualifying Fund") shall be treated as one Stockholder for the purpose of determining the aggregate number of Stockholders in this Section 2.12(d) provided that each fund included within a Qualifying Fund otherwise meets the requirements set forth in this Section 2.12. No shares may be attributed to more than one group constituting an Eligible Stockholder under this Section 2.12 (and, for the avoidance of doubt, no Stockholder may be a member of more than one group constituting an Eligible Stockholder). A record holder acting on behalf of one or more beneficial owners will not be counted separately as a

Stockholder with respect to the shares owned by beneficial owners on whose behalf such record holder has been directed in writing to act, but each such beneficial owner will be counted separately, subject to the other provisions of this Section 2.12(d), for purposes of determining the number of Stockholders whose holdings may be considered as part of an Eligible Stockholder's holdings. For the avoidance of doubt, Proxy Access Request Required Shares will qualify as such if and only if the beneficial owner of such shares as of the date of the Proxy Access Notice has itself individually beneficially owned such shares continuously for the three-year period ending on that date and through the other applicable dates referred to above (in addition to the other applicable requirements being met).

(e) No later than the final date when a nomination pursuant to this Section 2.12 may be delivered to the Corporation, an Eligible Stockholder (including each Constituent Holder) must provide the information set forth in Section 2.10 of these Bylaws to the Secretary and also provide the following information in writing to the Secretary:

(i) with respect to each Constituent Holder, the name and address of, and number of shares of Voting Stock owned by, such person;

(ii) one or more written statements from the record holder of the shares (and from each intermediary through which the shares are or have been held during the requisite three-year holding period) verifying that, as of a date within seven calendar days prior to the date the Proxy Access Notice is delivered to the Corporation, such person owns, and has owned continuously for the preceding three years, the Proxy Access Request Required Shares, and such person's agreement to provide:

(A) within 10 days after the record date for the applicable Annual Meeting, written statements from the record holder and intermediaries verifying such person's continuous ownership of the Proxy Access Request Required Shares through the record date, together with any additional information reasonably requested to verify such person's ownership of the Proxy Access Request Required Shares; and

(B) immediate notice if the Eligible Stockholder ceases to own any of the Proxy Access Request Required Shares prior to the date of the applicable Annual Meeting;

(iii) any information relating to such Eligible Stockholder (including any Constituent Holder) and its or their respective affiliates or associates or others acting in concert therewith, and any information relating to such Eligible Stockholder's Stockholder Nominee(s), in each case that would be required to be disclosed in a proxy statement and form of proxy or other filings required to be made in connection with solicitations of proxies for the election of such Stockholder Nominee(s) in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder;

(iv) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among the Eligible Stockholder (including any Constituent Holder) and its or their respective affiliates and associates, or others acting in concert

therewith, on the one hand, and each of such Eligible Stockholder's Stockholder Nominee(s), and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the Eligible Stockholder (including any Constituent Holder), or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the Stockholder Nominee were a director or executive officer of such registrant;

(v) a representation that such person:

(A) acquired the Proxy Access Request Required Shares in the ordinary course of business and not with the intent to change or influence control of the Corporation, and does not presently have such intent;

(B) has not nominated and will not nominate for election to the Board at the applicable Annual Meeting any person other than the Stockholder Nominee(s) being nominated pursuant to this Section 2.12;

(C) has not engaged and will not engage in, and has not and will not be a "participant" in another person's, "solicitation" within the meaning of Rule 14a-1(l) under the Exchange Act in support of the election of any individual as a Director at the applicable Annual Meeting other than its Stockholder Nominee(s) or a nominee of the Board;

(D) will not distribute to any Stockholder any form of proxy for the applicable Annual Meeting other than the form distributed by the Corporation; and

(E) will provide facts, statements and other information in all communications with the Corporation and its Stockholders that are and will be true and correct in all material respects and do not and will not omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, and will otherwise comply with all Applicable Laws in connection with any actions taken pursuant to this Section 2.12;

(vi) in the case of a nomination by a group of Stockholders that together is such an Eligible Stockholder, the designation by all group members of one group member that is authorized to act on behalf of all members of the nominating Stockholder group with respect to the nomination and matters related thereto, including withdrawal of the nomination; and

(vii) an undertaking that such person agrees to:

(A) assume all liability stemming from, and indemnify and hold harmless the Corporation and each of its directors, officers, and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the Corporation or any of its directors, officers or employees arising out of any legal or regulatory violation arising out of the Eligible Stockholder's communications with the Stockholders of the Corporation or out of the

information that the Eligible Stockholder (including such person) provided to the Corporation; and

(B) file with the Securities and Exchange Commission any solicitation by the Eligible Stockholder of Stockholders of the Corporation relating to the Annual Meeting at which the Stockholder Nominee will be nominated.

In addition, no later than the final date on which a Proxy Access Notice may be submitted under this Section 2.12, a Qualifying Fund whose stock ownership is counted for purposes of qualifying as an Eligible Stockholder must provide to the Secretary any documentation reasonably satisfactory to the Board that demonstrates that the funds included within the Qualifying Fund are either part of the same family of funds or sponsored by the same employer. In order to be considered timely, any information required by this Section 12.2 to be provided to the Corporation must be supplemented (by delivery to the Secretary) (1) no later than 10 days following the record date for the applicable Annual Meeting, to disclose the foregoing information as of such record date, and (2) no later than the fifth day before the applicable Annual Meeting, to disclose the foregoing information as of the date that is no earlier than 10 days prior to such Annual Meeting. For the avoidance of doubt, the requirement to update and supplement such information shall not permit any Eligible Stockholder or other person to change or add any proposed Stockholder Nominee or be deemed to cure any defects or limit the remedies (including without limitation under these Bylaws) available to the Corporation relating to any defect.

(f) The Eligible Stockholder may provide to the Secretary, at the time the information required by this Section 2.12 is originally provided, a written statement for inclusion in the Corporation's proxy statement for the applicable Annual Meeting, not to exceed 500 words, in support of the candidacy of such Eligible Stockholder's Stockholder Nominee (the "Statement"). Notwithstanding anything to the contrary contained in this Section 2.12, the Corporation may omit from its proxy materials any information or Statement that it, in good faith, believes is materially false or misleading, omits to state any material fact or would violate any Applicable Laws.

(g) No later than the final date when a nomination pursuant to this Section 2.12 may be delivered to the Corporation, each Stockholder Nominee must provide the information set forth in Section 2.10(c) of these Bylaws, the completed and signed questionnaire, representation and agreement required by Section 2.10(e) of these Bylaws and such additional information as necessary to permit the Board to determine if any of the matters contemplated by Section 2.12(i) apply. In the event that any information or communications provided by the Eligible Stockholder (or any Constituent Holder) or the Stockholder Nominee to the Corporation or its Stockholders ceases to be true and correct in all material respects or omits a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, each Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary of any defect in such previously provided information and of the information that is required to correct any such defect; it being understood for the avoidance of doubt that providing any such notification shall not be deemed to cure any such defect or limit the remedies (including without limitation under these Bylaws) available to the Corporation relating to any such defect.

(h) Any Stockholder Nominee who is included in the Corporation's proxy statement for a particular Annual Meeting, but subsequently is determined not to satisfy the eligibility requirements of this Section 2.12 or any other provision of these Bylaws, the Certificate of Incorporation, the DGCL or any Applicable Laws any time before such Annual Meeting will not be eligible for election at such Annual Meeting.

(i) The Corporation shall not be required to include, pursuant to this Section 2.12, a Stockholder Nominee in its proxy materials for any Annual Meeting, or, if the proxy statement already has been filed, to allow the nomination of a Stockholder Nominee, notwithstanding that proxies in respect of such vote may have been received by the Corporation:

(i) who is not independent under the listing the principal U.S. exchange upon which the common stock of the Corporation is listed, any applicable rules of the Securities and Exchange Commission and any publicly disclosed standards used by the Board in determining and disclosing independence of the Corporation's Directors, in each case as determined by the Board;

(ii) whose service as a member of the Board would violate or cause the Corporation to be in violation of these Bylaws, the Certificate of Incorporation, the rules and listing standards of the principal U.S. exchange upon which the common stock of the Corporation is traded or other Applicable Laws;

(iii) if the Eligible Stockholder (or any Constituent Holder) or applicable Stockholder Nominee otherwise breaches or fails to comply in any material respect with its obligations pursuant to this Section 2.12 or any agreement, representation or undertaking required by this Section 2.12; or

(iv) if the Eligible Stockholder ceases to be an Eligible Stockholder for any reason, including but not limited to not owning the Proxy Access Request Required Shares through the date of the applicable Annual Meeting.

For the purposes of this Section 2.12(i), clauses (i) and (ii) of this Section 2.12(i) and, to the extent related to a breach or failure by the Stockholder Nominee, clause (iii) of this Section 2.12(i) will result in the exclusion from the proxy materials pursuant to this Section 2.12 of the specific Stockholder Nominee to whom the ineligibility applies, or, if the proxy statement already has been filed, the ineligibility of such Stockholder Nominee to be nominated; *provided, however*, that clause (iv) of this Section 2.12(i) and, to the extent related to a breach or failure by an Eligible Stockholder (or any Constituent Holder), clause (iii) of this Section 2.12(i) will result in the Voting Stock owned by such Eligible Stockholder (or Constituent Holder) being excluded from the Proxy Access Request Required Shares (and, if as a result the Proxy Access Notice shall no longer have been filed by an Eligible Stockholder, the exclusion from the proxy materials pursuant to this Section 2.12 of all of the applicable Stockholder's Stockholder Nominees from the applicable Annual Meeting or, if the proxy statement has already been filed, the ineligibility of all of such Stockholder's Stockholder Nominees to be nominated).

Section 2.13 Emergency Bylaws. This Section 2.13 shall be operative in the event of any emergency, disaster or catastrophe, as contemplated by Section 110 of the DGCL, or other similar emergency condition, including an epidemic or pandemic that has been recognized as an emergency by the U.S. government, as a result of which a quorum of the Board or a standing committee thereof cannot readily be convened for action (an “Emergency”), notwithstanding any different or conflicting provision in the these Bylaws, the Certificate of Incorporation, the DGCL or other Applicable Laws. To the extent not inconsistent with the provisions of this Section 2.13, the other provisions of these Bylaws and the Certificate of Incorporation shall remain in effect during such Emergency.

(a) During any Emergency, a meeting of the Board or a committee thereof may be called by any Director or officer, and notice of the place and time of any such meeting of the Board or any committee may be given only to such Directors as it may be feasible to reach at the time and by such means as may be feasible at the time. Such notice shall be given at such time in advance of the meeting as, in the judgment of the person calling the meeting, circumstances permit. No notice of such meeting need be given to the Designated Officers (as defined below) or to the officers.

(b) At any meeting of the Board or any committee thereof called in accordance with Section 2.13(a), the Director or Directors in attendance at the meeting shall constitute a quorum. Vacancies on the Board, or any committee thereof, may be filled by a majority vote of the Directors in attendance at the meeting. In the event that no Directors are able to attend the meeting of the Board, then the Designated Officers in attendance shall serve as Directors for the meeting, without any additional quorum requirement, and will have full powers to act as Directors of the Corporation for such meeting. For purposes of this Section 2.13, “Designated Officers” means a list of officers of the Corporation who shall be deemed to be Directors of the Corporation for purposes of obtaining a quorum during an Emergency, which officers have been designated by the Board or a committee thereof, as the case may be, from time to time but in any event prior to such time or times as an Emergency may have occurred.

(c) No officer, Director or employee acting in accordance with this Section 2.13 shall be liable except for willful misconduct.

(d) The Board, either before or during any Emergency, may, effective in the Emergency, change the principal executive office or designate several alternative principal executive offices or regional offices, or authorize the officers to do so. Without limiting any powers or emergency actions that the Board may take during an Emergency, during an Emergency, the Board may take any action that it determines to be practical and necessary to address the circumstances of the Emergency or to transact the business of the Corporation including, without limitation, taking the actions with respect to Stockholder meetings and dividends as provided in Section 110(i) of the DGCL.

(e) At any meeting called in accordance with Section 2.13(a), the Board may modify, amend or add to the provisions of this Section 2.13 so as to make any provision that may be practical or necessary for the circumstances of the Emergency.

(f) The provisions of this Section 2.13 shall be subject to repeal or change by further action of the Board or by action of the Stockholders, but no such repeal or change shall modify the provisions of this Section 2.13(f) or Section 2.13(c) with regard to action taken prior to the time of such repeal or change.

(g) Nothing contained in this Section 2.13 shall be deemed exclusive of any other provisions for emergency powers consistent with other sections of the DGCL or other Applicable Law which have been or may be adopted by corporations created under the DGCL.

ARTICLE III BOARD COMMITTEES

Section 3.1 Board Committees. The Board may designate one or more Board Committees consisting of one or more of the Directors. The Board may designate one or more Directors as alternate members of any Board Committee, who may replace any absent or disqualified member at any meeting of that Committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. The Board may change the membership of any Board Committee and fill vacancies on any such Committee at any time. A majority of the members of any Board Committee will constitute a quorum for the transaction of business by that Committee unless the Board requires a greater number for that purpose. The Board may elect a chair of any Board Committee. Except as otherwise set forth in these Bylaws, the election or appointment of any Director to a Board Committee will not create any contract rights for such Director, and the Board's removal of any member of any Board Committee will not prejudice any contract rights that such Director otherwise may have. Subject to the DGCL or other Applicable Laws, each Board Committee the Board may designate pursuant to this Section 3.1 will have and may exercise all the powers and authorities of the Board to the extent the Board so provides. Each Board Committee may appoint such subcommittees as it may deem necessary, advisable or appropriate.

Section 3.2 Board Committee Rules. Unless the Board otherwise provides, each Board Committee may make, alter and repeal rules for the conduct of its business. In the absence of those rules, each Board Committee will conduct its business in the same manner as the Board conducts its business pursuant to ARTICLE II or any rules and procedures adopted by the Board in accordance with Section 2.1(b).

ARTICLE IV OFFICERS

Section 4.1 Designation. The officers of the Corporation will consist of a Chief Executive Officer, one or more Presidents (of the Corporation and/or of a business unit or division of the Corporation), a Secretary, a Treasurer and such senior or other Vice Presidents, Assistant Secretaries, Assistant Treasurers and other officers as the Board may elect or appoint from time to time. Any number of offices of the Corporation may be held by the same person.

The Board shall also elect or appoint from among the Directors a person to act as Chairman of the Board who shall not be deemed to be an officer of the Corporation unless he or she has otherwise been elected or appointed as such. The Chairman of the Board must be a U.S. citizen.

Section 4.2 Chief Executive Officer. The Chief Executive Officer will, subject to the control of the Board: (a) have general supervision and control of the affairs, business, operations and properties of the Corporation; (b) see that all orders and resolutions of the Board are carried into effect; and (c) have the power to appoint and remove all subordinate officers, employees and agents of the Corporation, except for those the Board elects or appoints. The Chief Executive Officer also will perform such other duties and may exercise such other powers as generally pertain to his or her office or these Bylaws or the Board by resolution assigns to him or her from time to time. The Chief Executive Officer must be a U.S. citizen.

Section 4.3 Powers and Duties of Other Officers. The other officers of the Corporation will have such powers and duties in the management of the Corporation as the Board by resolution may prescribe and, except to the extent so prescribed, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

Section 4.4 Vacancies. Whenever vacancies occur in any office by death, resignation, increase in the number of officers of the Corporation or otherwise, the same shall be filled by the Board or the Chief Executive Officer, and the officer so elected shall hold office until such officer's successor is elected or appointed or until his or her earlier death, resignation or removal.

Section 4.5 Removal. Any officer or agent elected or appointed by the Board or the Chief Executive Officer may be removed by the Board whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract, common law and statutory rights, if any, of the person so removed. Except as otherwise provided in these Bylaws, no election or appointment of an officer or agent, or service of such officer or agent in such capacity, in and of itself, will create contract rights.

Section 4.6 Action with Respect to Securities of Other Corporations. Unless otherwise directed by the Board, the Chairman of the Board, the Chief Executive Officer, the President, any Vice President and the Treasurer of the Corporation shall each have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of security holders of or with respect to any action of security holders of any other corporation or entity in which the Corporation may hold securities and otherwise to exercise any and all rights and powers which the Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE V CAPITAL STOCK

Section 5.1 Share Certificates/Uncertificated Shares. Shares of capital stock of the Corporation will be uncertificated and shall not be represented by certificates except as to the extent required by Applicable Laws or as may otherwise be authorized by the Secretary.

Ownership of all uncertificated shares shall be evidenced by book entry notation on the books of the Corporation. Any shares of capital stock represented by a certificate shall be issued in such form as approved by the Board. No certificate representing shares, if any, will be valid unless it is signed by or in the name of the Corporation in accordance with the DGCL. Any certificates issued by the Corporation for any class of capital stock shall be consecutively numbered. The name of the person owning the shares represented thereby, with the class and number of such shares and the date of issue shall be entered in the books and records of the Corporation.

Section 5.2 Transfer of Shares. The Corporation may act as its own transfer agent and registrar for shares of its capital stock or use the services of one or more transfer agents and registrars as the Board by resolution may appoint from time to time. Transfers of uncertificated shares shall be made on the books of the Corporation upon receipt of proper transfer instructions from the registered holder or from such holder's attorney upon presentment of a power of attorney or other proper evidence of succession, assignment or authority to transfer in accordance with customary procedures for transferring shares in uncertificated form. Transfers of shares, if any, represented by certificates will be made on the books of the Corporation only upon receipt by the Corporation of the certificate or certificates representing such shares properly endorsed for transfer or accompanied by appropriate stock transfer powers. No transfer of shares shall be valid until such transfer has been made upon the books of the Corporation.

Section 5.3 Ownership of Shares. Unless otherwise required by the DGCL or other Applicable Laws, the Corporation may regard the person in whose name any shares issued by the Corporation are registered in the stock transfer records of the Corporation at any particular time (including, without limitation, as of a record date fixed pursuant to Section 1.4) as the owner of such shares at that time for all purposes including but not limited to voting, receiving distributions thereon or notices in respect of, transferring, exercising rights of dissent with respect to, entering into agreements with respect to, or giving proxies with respect to such shares; and neither the Corporation nor any of its officers, Directors, employees or agents shall be liable for regarding that person as the owner of such shares at that time for any of those purposes.

Section 5.4 Regulations Regarding Shares. The Board will have the power and authority to make all such additional rules and regulations, or authorize the Corporation's transfer agent or registrar to make such additional rules and regulations, as the Board or the transfer agent or registrar, as the case may be, may deem expedient or desirable concerning the issue, transfer and registration of shares of capital stock of the Corporation.

ARTICLE VI INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 6.1 Indemnification. The Corporation shall, to the fullest extent permitted by the DGCL and other Applicable Laws in effect on the effective date of these Bylaws, and to such greater extent as the DGCL or other Applicable Laws may thereafter permit, indemnify and hold each Indemnitee (as this and all other capitalized words used in this ARTICLE VI and not previously defined in these Bylaws are defined in Section 6.13) harmless from and against any and all Losses and any and all reasonable Expenses incurred by such Indemnitee in connection with any Proceeding in which such Indemnitee is made or threatened to be made a party, or is

made or threatened to be made a witness, by reason of the fact that such Indemnatee is or was a Director or officer of the Corporation or is or was serving in another Corporate Capacity at the request of the Corporation.

Section 6.2 Advancement of Expenses. In the event of any threatened or pending Proceeding that may give rise to a right of indemnification to an Indemnatee under this ARTICLE VI, following a written request to the Corporation by such Indemnatee pursuant to Section 6.3, the Corporation shall promptly pay to the Indemnatee, or pay directly to the third party or parties to whom such Expenses are payable, amounts to cover all reasonable Expenses incurred by such Indemnatee in such Proceeding in advance of its final disposition upon the receipt by the Corporation of (a) a written undertaking executed by or on behalf of such Indemnatee providing that the Indemnatee will repay the advances if it shall ultimately be determined that the Indemnatee is not entitled to be indemnified by the Corporation as provided in this ARTICLE VI or otherwise under the DGCL or other Applicable Laws and (b) reasonably satisfactory evidence as to the amount and nature of such Expenses incurred.

Section 6.3 Notice of Proceeding; Request for Indemnification. Promptly upon receipt by an Indemnatee of notice of the commencement of, or a threat to commence, any Proceeding for which such Indemnatee anticipates or contemplates making a claim for indemnification or advancement of Expenses pursuant to this ARTICLE VI, the Indemnatee shall notify the Corporation of the commencement or threat of commencement of such Proceeding; *provided, however*, that any delay in so notifying the Corporation shall not constitute a waiver or release by the Indemnatee of his or her rights hereunder and that any omission by the Indemnatee to so notify the Corporation shall not relieve the Corporation from any liability that it may have to the Indemnatee otherwise than under this ARTICLE VI unless and only to the extent that the Corporation can demonstrate that it was materially prejudiced by such delay or omission. The Indemnatee, along with the notice of commencement of, or threat to commence, such Proceeding, shall submit to the Secretary a written claim for indemnification and advancement of Expenses. Such written claim shall contain sufficient information to reasonably inform the Corporation about the nature of the Proceeding and the extent of the indemnification and advancement of Expenses sought by the Indemnatee. The Secretary shall promptly advise the Board of such claim.

Section 6.4 Determination of Entitlement; No Change of Control. If there has been no Change of Control on or before the date of the determination of an Indemnatee's entitlement to indemnification pursuant to this ARTICLE VI, such determination shall be made in accordance with Section 145(d) of the DGCL. If the determination is to be made by an Independent Counsel, the Corporation shall furnish notice to the Indemnatee, within 10 days after receipt of the Indemnatee's claim for indemnification, specifying the identity and address of the selected Independent Counsel. The Indemnatee may, within 14 days after receipt of such written notice, deliver to the Corporation a written objection to such selection. Such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of an Independent Counsel (as set forth in Section 6.13) and the objection shall set forth with particularity the factual basis for such assertion. If the Indemnatee so objects to the selection of an Independent Counsel, the Corporation may petition the Court for a determination that the Indemnatee's objection is without a reasonable basis, and the Indemnatee may petition the

Court for the appointment of an Independent Counsel selected by the Court. No Independent Counsel may serve if a timely objection has been made to his or her selection until a court has determined that such objection is without a reasonable basis.

Section 6.5 Determination of Entitlement; Change of Control. If there has been a Change of Control on or before the date of the determination of an Indemnatee's entitlement to indemnification pursuant to this ARTICLE VI, such determination shall be made in a written opinion by an Independent Counsel selected by the Indemnatee. The Indemnatee shall give the Corporation written notice advising of the identity and address of the Independent Counsel so selected. The Corporation may, within 14 days after receipt of such written notice of selection, deliver to the Indemnatee a written objection to such selection. The Indemnatee, within 14 days after the receipt of such objection from the Corporation, may submit the name of another Independent Counsel and the Corporation, within seven days after receipt of such written notice, may deliver to the Indemnatee a written objection to the Indemnatee's second selection. Any objections referred to in this Section 6.5 may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of an Independent Counsel (as set forth in Section 6.13) and such objection shall set forth with particularity the factual basis for such assertion. The Indemnatee may petition the Court for a determination that the Corporation's objection to the first or second selection of an Independent Counsel is without a reasonable basis or for the appointment of an Independent Counsel selected by the Court. No Independent Counsel may serve if a timely objection has been made to his or her selection until a court has determined that such objection is without a reasonable basis. Upon the final selection of an Independent Counsel in accordance with this Section 6.5, the disinterested members of the Board shall direct the Independent Counsel to make a determination of the Indemnatee's entitlement to indemnification in a written opinion as permitted under Section 145(d) of the DGCL.

Section 6.6 Presumptions. In any determination or adjudication of an Indemnatee's right to receive indemnification or advancement of Expenses pursuant to this ARTICLE VI:

(a) *Standard of Conduct Presumed to Have Been Satisfied.* Any Indemnatee shall be presumed to have satisfied the applicable standard of conduct under the DGCL or other Applicable Laws to entitle him or her to indemnification in accordance with Section 6.1, and the Corporation shall have the burden of proof to overcome the presumption by clear and convincing evidence.

(b) *No Effect of Adverse Resolution of Proceeding.* The termination of any Proceeding, or of any Matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, in and of itself, shall not adversely affect the right of an Indemnatee to indemnification or create a presumption that the Indemnatee did not satisfy the applicable standard of conduct under the DGCL or other Applicable Laws to entitle him or her to indemnification.

(c) *Employee Plans.* A person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan of the Corporation shall be deemed to have acted in good faith and in a manner not opposed to the best interests of the Corporation.

(d) *Reliance on Books and Records; Opinions, Reports.* A person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal Proceeding, to have had no reasonable cause to believe his or her conduct was unlawful, if his or her action was taken in reliance upon (i) the records or books of account or other records of the Corporation or another entity for which such person is or was serving in a Corporate Capacity at the request of the Corporation, (ii) information, opinions, reports or statements presented to him or her or to the Corporation or another entity for which such person is or was serving in a Corporate Capacity at the request of the Corporation by any of the Corporation's or such other entity's officers, employees or Directors, or Board Committees, or by any other person as to matters that the person relying on such information reasonably believes are in such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation or such other entity or (iii) on information or records given or reports made to the Corporation, or to another entity for which such person is or was serving in a Corporate Capacity at the request of the Corporation, by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by or on behalf of the Corporation or such other entity. The provisions of this paragraph shall not be deemed to be exclusive or to limit in any way the circumstances in which an Indemnitee may be deemed to have met the applicable standards of conduct for determining entitlement to rights under this ARTICLE VI.

(e) *Expenses Presumed Reasonable.* An Indemnitee will have the burden of showing that the Indemnitee actually incurred any Expenses for which the Indemnitee requests indemnification or advancement pursuant to Section 6.1 or Section 6.2. If the Corporation has made any advance payments in respect of any Expenses incurred by the Indemnitee without objecting in writing to the Indemnitee at the time of the advance to the reasonableness thereof, the incurrence of that Expense by the Indemnitee will be deemed for all purposes hereunder to have been reasonable. In the case of any Expense as to which such an objection has been made, or any Expenses for which no advance has been made, the incurrence of that Expense will be presumed to have been reasonable, and the Corporation will have the burden of proof to overcome that presumption.

(f) *No Knowledge Imputed to Indemnitee.* Neither the knowledge nor the conduct of any other Director, officer, employee, agent, manager, member, representative, administrator or other official of the Corporation, or any other entity for which an Indemnitee is or was serving at the request of the Corporation, shall be imputed to the Indemnitee.

(g) *Presumed to be Serving at the Request of the Corporation.* A person serving in a Corporate Capacity with a direct or indirect subsidiary of the Corporation or another entity in the course of carrying out his or her duties to the Corporation or any direct or indirect subsidiary of the Corporation will, absent evidence to the contrary, be deemed to be serving in such Corporate Capacity at the request of the Corporation regardless of whether or not such request was made in writing.

Section 6.7 Independent Counsel Expenses. The Corporation shall pay any and all reasonable fees and expenses of an Independent Counsel selected or appointed pursuant to this

ARTICLE VI and in any Proceeding brought pursuant to Section 6.8 to which such Independent Counsel is a party or witness in respect of its investigation and written report. The Corporation shall also pay all reasonable fees and expenses incident to the procedures in which such Independent Counsel was selected or appointed, including all reasonable fees and expenses incident to a Court petition to select or appoint an Independent Counsel.

Section 6.8 Adjudication to Enforce Rights. In the event that (a) a determination is made pursuant to Section 6.4 or Section 6.5 that an Indemnatee is not entitled to indemnification under this ARTICLE VI; (b) advancement of Expenses is not timely made pursuant to Section 6.2; (c) a determination to be made pursuant to Section 6.4 (unless such determination is to be made by Independent Counsel) is not made and furnished to Indemnatee in writing within 60 days after the date of the Indemnatee's claim for indemnification delivered pursuant to Section 6.3; (d) an Independent Counsel has not made and delivered a written opinion determining the claim for indemnification (i) within 90 days after being appointed by the Court, (ii) within 90 days after objections to his or her selection have been overruled by the Court or (iii) within 90 days after the time for the Corporation or Indemnatee to object to such Independent Counsel's selection has expired; or (e) payment of indemnification is not made within five days after a determination in favor of the Indemnatee has been made pursuant to Section 6.4 or Section 6.5, the Indemnatee may petition the Court to enforce his or her rights to indemnification and/or advancement of Expenses pursuant to this ARTICLE VI. In the event that a determination shall have been made that the Indemnatee is not entitled to indemnification, any adjudication commenced pursuant to this Section 6.8 shall be conducted in all respects as a de novo trial on the merits and the Indemnatee shall not be prejudiced by reason of that adverse determination. If a determination shall have been made or is deemed to have been made pursuant to Section 6.4 or Section 6.5 that Indemnatee is entitled to indemnification, the Corporation shall be bound by such determination in any Proceeding commenced pursuant to this Section 6.8, or otherwise, unless the Indemnatee knowingly misrepresented a material fact in connection with the claim for indemnification, or such indemnification is prohibited by Applicable Laws. In the event of any determination pursuant to Section 6.4 or Section 6.5 that is adverse to the Indemnatee, the Indemnatee must commence Proceedings under this Section 6.8 within one year following notice of such determination to the Indemnatee or be bound by such determination for all purposes under this ARTICLE VI. The Corporation shall be precluded from asserting in any Proceeding commenced pursuant to this Section 6.8 that the procedures and presumptions of this ARTICLE VI are not valid, binding and enforceable. If an Indemnatee prevails in any Proceeding brought pursuant to this Section 6.8, then the Indemnatee shall be entitled to recover from the Corporation, and shall be indemnified by the Corporation against, any and all Expenses actually and reasonably incurred by him or her in such Proceeding. If it shall be determined in such Proceeding that Indemnatee is entitled to receive part but not all of the indemnification or advancement of Expenses sought, then the Expenses incurred by Indemnatee in connection with such Proceeding shall be prorated between the Indemnatee and the Corporation based upon the percentage that the amount of indemnification and Expenses awarded to the Indemnatee in such Proceeding bears to the total amount of indemnification and Expenses sought by the Indemnatee in such Proceeding.

Section 6.9 Participation by the Corporation. With respect to any Proceeding (or any Matter therein) to which the Corporation is not a party: (a) the Corporation will be entitled to

participate therein at its own expense; (b) except as otherwise provided below, to the extent that, and for so long as, the Corporation has agreed in writing that an Indemnatee is entitled to full indemnification for a Proceeding or any Matter therein, the Corporation (jointly with any other indemnifying party similarly notified) will be entitled to assume the defense thereof, with counsel reasonably satisfactory to the Indemnatee; and (c) the Corporation shall not be liable to indemnify the Indemnatee under this ARTICLE VI for any amounts paid in settlement of any action or claim effected without its prior written consent, which consent shall not be unreasonably withheld. After receipt of notice from the Corporation to the Indemnatee of the Corporation's election to assume the defense of a Proceeding (or any Matter therein) pursuant to this Section 6.9, the Corporation will not be liable to the Indemnatee under this ARTICLE VI for any legal or other expenses subsequently incurred by the Indemnatee in connection with the defense thereof except as otherwise provided below. The Indemnatee shall have the right to employ his or her own counsel in such Proceeding, but the fees and expenses of such counsel incurred after the Corporation has assumed the defense thereof shall be at the expense of the Indemnatee unless the employment of separate counsel by Indemnatee has been authorized by the Corporation. Notwithstanding the foregoing, the Corporation shall have no right to assume the defense of any Proceeding or any Matter therein if (x) the Indemnatee reasonably concludes that there is a conflict of interest between the Corporation and the Indemnatee in the conduct of the defense of such Proceeding or Matter; (y) the Corporation does not employ counsel or otherwise fails to diligently defend such Proceeding or Matter; or (z) the Proceeding involves allegations of criminal violations against the Indemnatee, and the fees and expenses of counsel employed by Indemnatee shall be subject to advancement and indemnification (and all limitations thereto) pursuant to the terms of this ARTICLE VI. The Corporation shall not settle any Proceeding or any Matter therein in any manner that would impose any restrictions or unindemnified Losses on the Indemnatee without Indemnatee's prior written consent, which consent shall not be unreasonably withheld.

Section 6.10 Nonexclusivity of Rights; Successors in Interest

(a) *Nonexclusivity.* The rights of indemnification and advancement of Expenses as provided by this ARTICLE VI shall not be deemed exclusive of any other rights to which an Indemnatee may at any time be entitled under the DGCL or other Applicable Laws, the Certificate of Incorporation, these Bylaws, any agreement, a vote of Stockholders or a resolution of Directors, or otherwise. No amendment, alteration or repeal of this ARTICLE VI or any provision of these Bylaws shall be effective as to any Indemnatee for acts, events and circumstances that occurred, in whole or in part, before such amendment, alteration or repeal was adopted. The provisions of this ARTICLE VI shall be deemed to preclude the indemnification of any person who is not specified in this ARTICLE VI as having the right to receive indemnification.

(b) *Successors in Interest.* The provisions of this ARTICLE VI shall inure to the benefit of any Indemnatee and his or her heirs, executors, administrators or personal representatives and be binding upon, and enforceable against, the Corporation and its successors and assigns, including (i) any resulting or surviving entity or entities of any consolidation or merger in which the Corporation is a constituent entity and ceases to exist as a separate entity;

and (ii) any successor of all or substantially all of the assets and properties of the Corporation (in which event, the Corporation shall cause any such successor of the Corporation's assets and properties to agree to assume the obligations of the Corporation under this ARTICLE VI).

Section 6.11 Insurance; Third Party Payments; Subrogation. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any Losses or Expenses, whether or not the Corporation would have the power to indemnify such person against such Losses or Expenses under the DGCL or other Applicable Laws. The Corporation shall not be liable under this ARTICLE VI to make any payment of amounts otherwise payable hereunder if, but only to the extent that, an Indemnitee has previously actually received such payment of such amounts from a third party under any insurance policy, contract, agreement or other arrangement. Without limiting the effect of the foregoing, in the event that any Indemnitee is entitled to indemnification or advancement of Expenses for the same Losses or Expenses from both the Corporation under this ARTICLE VI or otherwise and another entity (other than a wholly-owned subsidiary of the Corporation, whether owned directly by the Corporation or indirectly through other subsidiaries) as a result of such Indemnitee serving in a Corporate Capacity for such other entity, then, as between the Corporation and such other entity, the Corporation's obligations to provide indemnification or advancement of Expenses will be secondary to the obligations of such other entity, and the Corporation will only be obligated to pay such indemnification or advancement of Expenses upon the denial of any claim for such indemnification or advancement of Expenses by such other entity. In the event of any payment hereunder, the Corporation shall be subrogated to the extent of such payment to all the rights of recovery of an Indemnitee, who shall execute all documents or other instruments and take all other actions, at the Corporation's expense, as are reasonably requested by the Corporation and necessary to secure such rights, including the execution of any documents necessary to enable the Corporation to bring a Proceeding to enforce such rights.

Section 6.12 Certain Actions for Which Indemnification Is Not Provided. Notwithstanding any other provision of this ARTICLE VI, no person shall be entitled to indemnification or advancement of Expenses under this ARTICLE VI with respect to (a) any Proceeding or any Matter therein initiated by such person or any counter-claim or third-party claim made or threatened in response to a Proceeding initiated by such person except for (i) any Proceeding authorized by the Corporation or (ii) any Proceeding brought by an Indemnitee pursuant to Section 6.8 or otherwise to enforce his or her rights under this ARTICLE VI, or (b) any claim made against an Indemnitee for an accounting of profits, under Section 16(b) of the Exchange Act or any similar provision of the DGCL or other Applicable Laws, from the purchase and sale, or sale and purchase, by the Indemnitee of securities of the Corporation.

Section 6.13 Definitions. For purposes of this ARTICLE VI:

“Change of Control” means a change in control of the Corporation after the date Indemnitee acquired his or her Corporate Capacity, which shall be deemed to have occurred in any one of the following circumstances occurring after such date: (i) there shall have occurred an event that is or would be required to be reported with respect to the Corporation in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar

schedule or form) promulgated under the Exchange Act, if the Corporation is or were subject to such reporting requirement; (ii) any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) shall have become the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Corporation representing 40% or more of the combined voting power of the Corporation’s then outstanding voting securities without prior approval of at least two-thirds of the members of the Board in office immediately prior to such person’s attaining such percentage interest; (iii) the Corporation is a party to a merger, consolidation, sale of assets or other reorganization, or a proxy contest, as a consequence of which members of the Board in office immediately prior to such transaction or event constitute less than a majority of the Directors then in office thereafter; (iv) during any period of two consecutive years, individuals who at the beginning of such period constituted the Board (including, for this purpose, any new Director whose election or nomination for election by the Stockholders was approved by a vote of at least two-thirds of the Directors then still in office who were Directors at the beginning of such period) cease for any reason to constitute a majority of the Directors then in office; or (v) approval by the Stockholders of the Corporation of a complete liquidation or dissolution of the Corporation, other than a liquidation or dissolution in connection with a transaction to which clause (iii) above applies.

“Corporate Capacity” describes the status of an individual as (i) a Director or officer of the Corporation, or (ii) a director, officer, manager, partner, member, member representative, trustee or other duly appointed official of any other corporation, partnership, limited liability company, association, joint venture, trust, employee benefit plan or other enterprise or entity.

“Court” means the Court of Chancery of the State of Delaware or any other court of competent jurisdiction.

“Expenses” shall include all reasonable attorneys’ fees, retainers, court costs, transcript costs, expert fees, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, or being or preparing to be a witness in a Proceeding.

“Indemnitee” means any person who is or is threatened to be made a party or witness in any Proceeding by reason of serving as a Director or officer of the Corporation or in another Corporate Capacity at the request of the Corporation.

“Independent Counsel” means a law firm, or a member of a law firm, that is experienced in matters of corporate law and neither presently is, nor in the five years previous to his, her or its selection or appointment has been, retained to represent: (i) the Corporation or the applicable Indemnitee in any matter material to either such party or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder.

“Losses” means losses, judgments, fines, penalties, damages, amounts paid in settlement and other actual out of pocket losses.

“Matter” means a claim, a material issue or a substantial request for relief.

“Proceeding” means any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or other proceeding, whether civil, criminal, administrative or investigative.

Section 6.14 Notices under Article VI. Any communication required or permitted to be given to the Corporation under this ARTICLE VI shall be addressed to the Secretary at the Corporation’s principal office and any such communication to an Indemnatee shall be addressed to the Indemnatee’s address as shown on the Corporation’s records unless he or she specifies otherwise and shall be personally delivered, delivered by U.S. Mail, or delivered by commercial express overnight delivery service, or by facsimile, electronic mail or other means of electronic transmission consented to by the intended recipient. Any such notice shall be effective upon receipt.

Section 6.15 Contractual Nature of Rights; Contribution

(a) *Contractual Nature of Rights.* The rights to indemnification and advancement of Expenses provided in this ARTICLE VI shall be considered the equivalent of a contract right that vests upon the occurrence or alleged occurrence of any act or omission that forms the basis for or is related to the Proceeding for which indemnification or advancement of Expenses is sought by an Indemnatee, to the same extent as if the provisions of this ARTICLE VI were set forth in a separate, written contract between such Indemnatee and the Corporation. Such rights shall survive the termination of any Indemnatee’s service, whether by resignation, removal or otherwise, and will continue to be effective with respect to actions taken or events occurring, in whole or in part, during the term of such Indemnatee’s office regardless of when any Proceeding giving rise to an Indemnatee’s rights under this ARTICLE VI are commenced. No repeal, amendment or modification to this ARTICLE VI, or any provisions of these Bylaws, will limit, restrict or otherwise adversely affect the rights of any Indemnatee with respect to any actions taken or events occurring, in whole or part, prior to the date of such repeal, amendment or modification regardless of when any Proceeding giving rise to an Indemnatee’s rights under this ARTICLE VI are commenced.

(b) *Contribution.* If it is established that any Indemnatee has the right to be indemnified under Section 6.1 or is entitled to advancement of Expenses under Section 6.2 in respect of any Proceeding, or Matter therein, but that right is unenforceable by reason of any Applicable Laws or public policy, then, to the fullest extent permitted by Law, the Corporation, in lieu of indemnifying the Indemnatee in accordance with Section 6.1, will contribute or cause to be contributed an amount to the Indemnatee to offset the Losses the Indemnatee has incurred, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement or for Expenses reasonably incurred, in connection with such Proceeding or Matter, as is deemed fair and reasonable in light of all the circumstances of the Proceeding or Matter in order to reflect: (i) the relative benefits that the Indemnatee and the Corporation have received as a result of the events or transactions giving rise to the Proceeding or Matter; or (ii) the relative fault of the Indemnatee and of the Corporation and its other employees, officers or agents in connection with the events or transactions.

Section 6.16 Indemnification of Employees, Agents and Fiduciaries. The Corporation, by adoption of a resolution of the Board, may indemnify and advance Expenses to a person who is an employee, agent or fiduciary of the Corporation including any such person who is or was serving at the request of the Corporation as an employee, agent or fiduciary of any other corporation, partnership, joint venture, limited liability company, trust, employee benefit plan or other entity to the same extent and subject to the same conditions (or to such lesser extent and/or with such other conditions as the Board may determine) under which it may indemnify and advance Expenses to an Indemnitee under this ARTICLE VI. The Board, by resolution, may delegate its right and authority to approve the indemnification of, or the advancement of Expenses to, any employee, agent or fiduciary of the Corporation to the Chief Executive Officer or any Vice President, in consultation with the General Counsel or other chief legal officer of the Corporation.

ARTICLE VII MISCELLANEOUS

Section 7.1 Fiscal Year. The fiscal year of the Corporation shall end on the 31st day of December of each year or as otherwise provided by a resolution adopted by the Board.

Section 7.2 Corporate Seal. The Corporation may adopt a corporate seal, which will have the name of the Corporation inscribed thereon and will be in such form as the Board by resolution may approve from time to time.

Section 7.3 Self-Interested Transactions. No contract or transaction between the Corporation and one or more of its Directors or officers, or between the Corporation and any other entity in which one or more of its Directors or officers are Directors or officers (or hold equivalent offices or positions), or have a financial interest, will be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or Board Committee which authorizes the contract or transaction, or solely because his, her or their votes are counted for that purpose, if: (a) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the Board Committee, and the Board or Board Committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or (b) the material facts as to the Director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of those Stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a Board Committee or the Stockholders. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a Board Committee which authorizes the contract or transaction.

Section 7.4 Form of Records. Any records administered by or on behalf of the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage

device, method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases), provided that such records so kept can be converted into clearly legible paper form within a reasonable time.

Section 7.5 Bylaw Amendments. The Board has the power to adopt, amend, repeal or restate from time to time these Bylaws. Any adoption, amendment, repeal or restatement of these Bylaws by the Board shall require the approval of a majority of the Directors then in office. The Stockholders shall also have the power to adopt, amend, repeal or restate these Bylaws at any meeting of the Stockholders before which such matter has been properly brought in accordance with Section 1.10; *provided, however*, that, except for any amendment, repeal or restatement approved by a majority of the Directors then in office prior to submission for a Stockholder vote, in addition to any vote of the holders of any class or series of capital stock of the Corporation required by the DGCL or other Applicable Laws or by the Certificate of Incorporation, the affirmative vote of the holders of at least a majority of the voting power of the then issued and outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of Directors, voting together as a single class, shall be required to adopt, amend, repeal or restate any provision of these Bylaws.

Section 7.6 Notices; Waiver of Notice.

(a) *Delivery of Notice.* Any notice required to be given to any Director under the provisions of the DGCL or other Applicable Laws, the Certificate of Incorporation or these Bylaws, will be deemed to be sufficient if given (i) by facsimile, electronic mail or other form of electronic transmission or (ii) by deposit of the same in the United States mail, with postage paid thereon, addressed to the person entitled thereto at his or her address as it appears in the records of the Corporation, and that notice shall be deemed to have been given on the day of such transmission or mailing, as the case may be. Any notice required to be given to any Stockholder under the provisions of the DGCL or other Applicable Laws, the Certificate of Incorporation or these Bylaws, will be deemed to be sufficient if given (i) by electronic mail, when directed to such stockholder's electronic mail address in accordance with Section 232 of the DGCL, (ii) by mail, when deposited in the United States mail, with postage paid thereon, addressed to the stockholder at his or her address as it appears in the records of the Corporation or (iii) by courier service, upon the earlier of when the notice is received or left at the stockholder's address. Any notice to stockholders given by the Corporation under any provision of the DGCL, the Certificate of Incorporation or these Bylaws provided by means of electronic transmission (other than any such notice given by electronic mail) may only be given in a form consented to by such stockholder, and any such notice by such means of electronic transmission shall be deemed to be given as provided by the DGCL.

(b) *Waiver of Notice.* As to any notice required to be given to any Stockholder or Director under the provisions of the DGCL or other Applicable Laws, the Certificate of Incorporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to that notice or a waiver by electronic transmission by the person entitled to notice, whether before or after the time stated therein, will be equivalent to the giving of that notice. Attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting solely for the express purpose of objecting, at the beginning

of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Stockholders, the Board or any Board Committee need be specified in any written waiver of notice or any waiver by electronic transmission unless the Certificate of Incorporation or these Bylaws so require.

Section 7.7 Resignations. Any Director or officer of the Corporation may resign at any time. Any such resignation shall be made by notice in writing (including by electronic transmission) provided to the Chairman of the Board, the Chief Executive Officer or the Secretary and shall take effect at the time specified in such notice, or, if such notice does not specify any time, at the time of its receipt by the Chairman of the Board, the Chief Executive Officer or the Secretary. The acceptance of a resignation by the Chairman of the Board, in the case of a Director or officer, or by the Chief Executive Officer or Secretary in the case of an officer, will not be necessary to make it effective, unless that resignation expressly so provides.

Section 7.8 Books, Reports and Records. The Corporation shall keep books and records of account and shall keep minutes of the proceedings of the Stockholders, the Board and each Board Committee. Each Director and each member of any Board Committee shall, in the performance of his or her duties, be fully protected in relying in good faith on the books of account or other records of the Corporation and on information, opinions, reports or statements presented to him or her or to the Corporation by any of the Corporation's officers, employees or other Directors, or Board Committees, or by any other person as to matters the Director or member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Corporation.

Section 7.9 Severability. If any provision or provisions of these Bylaws shall be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby; and the provisions of these Bylaws so held to be invalid, illegal or unenforceable shall be modified to the extent necessary to be conformed with Applicable Laws and to give effect, to the fullest extent possible, the intent manifested hereby.

Section 7.10 Facsimile Signatures. Facsimile or electronic signatures of the Chairman of the Board, any other Director, or any officer or officers of the Corporation may be used whenever and as authorized by the Board.

Section 7.11 Construction. When used in these Bylaws, the word "hereunder" and words of similar import refer to these Bylaws as a whole and not to any provision of these Bylaws, and the words "Article" and "Section" refer to Articles and Sections of these Bylaws unless otherwise specified. Whenever the context so requires, the singular number includes the plural and vice versa, and a reference to one gender includes the other gender and the neuter. The word "including" (and, with correlative meaning, the word "include") means including, without limiting the generality of any description preceding that word, and the words "shall" and "will" are used interchangeably and have the same meaning. Except as otherwise provided, wherever any statute, rule or regulation, or any section or provision thereof, is referred to in these

Bylaws such reference shall be deemed to include any amendment or modification thereof from time to time, or any successor statute, rule or regulation.

Section 7.12 Captions. Captions to Articles and Sections of these Bylaws are included for convenience of reference only and do not constitute a part of these Bylaws for any other purpose or in any way affect the meaning or construction of any provision of these Bylaws.

Adopted: October 27, 2021

**MARATHON PETROLEUM CORPORATION
RESTRICTED STOCK UNIT AWARD AGREEMENT**

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} Restricted Stock Units. 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 grant of Restricted Stock Units 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 Paragraph 3 and 4, the Restricted Stock Units shall vest incrementally in three cumulative annual installments, 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 Employment of the Participant is terminated 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.

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 plc; Chevron Corporation; ExxonMobil Corporation; HollyFrontier Corporation; PBF Energy Inc.; Phillips 66; Valero Energy Corporation; Buckeye Partners, L.P.; DCP Midstream Partners, L.P.; Enterprise Product Partners; Genesis Energy, L.P.; Holly Energy Partners L.P.; Magellan Midstream Partners, L.P.; Phillips 66 Partners, L.P.; Plains All American Pipeline L.P.; Western Midstream Partners, 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 regulator conduct the Participant believes to be in violation of the law or the Company's Code of Business Conduct or responding truthfully to questions or requests for information to the government, a regulator 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.

(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 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. Forfeiture or Repayment Resulting from Forfeiture Event.

(a) If there is a Forfeiture Event during the Participant's Employment or within two years after termination of the Participant's Employment, then the Committee may, but is not obligated to, cause all of the Participant's unvested Restricted Stock Units and vested, but unpaid Restricted Stock Units to be forfeited by the Participant and returned to the Company.

(b) If there is a Forfeiture Event either during the Participant's Employment or within two years after termination of the Participant's Employment, then with respect to Restricted Stock Units granted under this Award Agreement that have vested and have been paid to the Participant, the Committee may, but is not obligated to, require that the Participant pay to the Company an amount (the "Forfeiture Amount") up to (but not in excess of) the lesser of (i) the value of such previously vested Restricted Stock Units as of the date such Restricted Stock Units vested or (ii) the value of such previously vested Restricted Stock Units as of the date on which the Committee makes a demand for payment of the Forfeiture Amount. Any Forfeiture Amount shall be paid by the Participant within 60 days of receipt from the Company of written notice requiring payment of such Forfeiture Amount.

(c) 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. This Paragraph 5 shall not apply to the Participant following the effective time of a Change in Control.

(d) Notwithstanding the foregoing or any other provision of this Award Agreement to the contrary, 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 is required by the provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations thereunder or any other “clawback” provisions as required by law or by the applicable listing standards of the exchange on which the Common Stock is listed for trading.

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 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 Common Stock, 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 Common Stock 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 30 days of the applicable vesting date by the Company delivering to the Participant 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. Notwithstanding the preceding sentence of this paragraph 8, if 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. Officer Holding Requirement. The Participant agrees that any Shares vested under this Award shall be subject an additional holding period of one year from the date on which the Award is settled, during which holding period such Shares (net of Shares used to satisfy the applicable tax withholding requirements) may not be sold or transferred by the Participant. This holding requirement shall cease to apply upon the Participant's separation from service during the holding period.

13. 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.

14. 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) 180 days after the Participant has provided written 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. 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.

"Forfeiture Event" means the occurrence of at least one of the following events: (a) the Company is required, pursuant to a determination made by the Securities and Exchange Commission or by the Audit Committee of the Board, to prepare a material accounting restatement due to the noncompliance of the Company with any financial reporting requirement under applicable securities laws as a result of misconduct, and the Committee determines that (i) the Participant knowingly engaged in the misconduct, (ii) the Participant was grossly negligent with respect to such misconduct or (iii) the Participant knowingly or grossly negligently failed to prevent the misconduct; or (b) the Committee concludes that the Participant engaged in fraud, embezzlement or other similar misconduct materially detrimental to the Company.

"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 Fiona C. Laird
Authorized Officer

{ACCEPTANCE DATE}
{ELECTRONIC SIGNATURE}

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-Q 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: November 2, 2021

/s/ Michael J. Hennigan

Michael J. Hennigan

President and Chief Executive Officer

MARATHON PETROLEUM CORPORATION
CERTIFICATION PURSUANT TO SECTION 302 OF
THE SARBANES-OXLEY ACT OF 2002

I, Maryann T. Mannen, certify that:

1. I have reviewed this report on Form 10-Q 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: November 2, 2021

/s/ Maryann T. Mannen

Maryann T. Mannen

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 Quarterly Report of Marathon Petroleum Corporation (the "Company") on Form 10-Q for the period ended September 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael J. Hennigan, President and 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.

November 2, 2021

/s/ Michael J. Hennigan

Michael J. Hennigan

President and 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 Quarterly Report of Marathon Petroleum Corporation (the "Company") on Form 10-Q for the period ended September 30, 2021 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Maryann T. Mannen, 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.

November 2, 2021

/s/ Maryann T. Mannen

Maryann T. Mannen

Executive Vice President and Chief Financial Officer