

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 8-K**

**Current Report  
Pursuant to Section 13 or 15(d) of The  
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) July 29, 2019

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

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

**001-35143**  
(Commission File Number)

**27-4151603**  
(IRS Employer  
Identification No.)

**200 E. Hardin Street**  
**Findlay, Ohio**  
(Address of principal executive offices)



**45840**  
(Zip Code)

**Registrant's telephone number, including area code:**  
**(419) 421-2414**  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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 Units Representing Limited Partnership Interests	—	—

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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.

## **Introductory Note**

As previously disclosed, on May 7, 2019, Andeavor Logistics LP, a Delaware limited partnership (“ANDX”), Tesoro Logistics GP, LLC, a Delaware limited liability company (“ANDX GP”), MPLX LP, a Delaware limited partnership (“MPLX”), MPLX GP LLC, a Delaware limited liability company (“MPLX GP”), and MPLX MAX LLC, a Delaware limited liability company and a wholly owned subsidiary of MPLX (“Merger Sub”), entered into an Agreement and Plan of Merger (the “Merger Agreement”) that provides for, among other things, the merger of Merger Sub with and into ANDX (the “Merger”), with ANDX surviving as a wholly owned subsidiary of MPLX. Both ANDX GP and MPLX GP are indirectly owned by Marathon Petroleum Corporation (“MPC”) and, as a result, MPC controls both ANDX and MPLX.

On July 30, 2019, upon the terms and subject to the conditions set forth in the Merger Agreement and in accordance with the applicable provisions of the Delaware Revised Uniform Limited Partnership Act and the Delaware Limited Liability Company Act, the Merger was completed. At the effective time of the Merger, the separate existence of Merger Sub ceased, and ANDX survived the Merger as a wholly owned subsidiary of MPLX.

### **Item 1.01 Entry into a Material Definitive Agreement.**

In connection with the closing of the Merger, ANDX, on behalf of itself and its affiliates, MPC, Tesoro Refining & Marketing Company LLC, Tesoro Companies, Inc., Tesoro Alaska Company LLC, ANDX GP and Marathon Petroleum Company LP entered into the Waiver and Second Amendment to the Fourth Amended and Restated Omnibus Agreement, dated as of July 29, 2019 and effective as of the effective time of the Merger (the “Omnibus Amendment”), amending the Fourth Amended and Restated Omnibus Agreement, dated as of October 30, 2017, as amended by the First Amendment to the Fourth Amended and Restated Omnibus Agreement, dated as of January 30, 2019 (the “Prior Omnibus Agreement”), to reflect the admission of Andeavor Logistics GP LLC, a Delaware limited liability company (“New ANDX GP”), as the general partner of ANDX and provide that a “Partnership Change of Control” (as such term is defined in the Prior Omnibus Agreement) shall not be deemed to occur unless and until MPC no longer directly or indirectly controls the general partner of ANDX.

The foregoing description of the Omnibus Amendment does not purport to be complete and is qualified in its entirety by reference to the Omnibus Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### **Item 1.02 Termination of a Material Definitive Agreement.**

On July 30, 2019, in connection with the closing of the Merger, ANDX terminated the Third Amended and Restated Credit Agreement, dated as of January 29, 2016, among ANDX, certain subsidiaries of ANDX named therein, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent, swingline lender and L/C issuer (the “Revolving Credit Agreement”). In connection with the termination of the Revolving Credit Agreement, all outstanding borrowings and unpaid fees and expenses thereunder were paid in full.

On July 30, 2019, in connection with the closing of the Merger, ANDX terminated that certain Credit Agreement, dated as of January 29, 2016, among ANDX, as borrower, certain subsidiaries of ANDX named therein, as guarantors, the lenders from time to time party thereto and Bank of America, N.A., as administrative agent, swingline lender and L/C issuer (the “Drop-Down Credit Agreement”). In connection with the termination of the Drop-Down Credit Agreement, all outstanding borrowings and unpaid fees and expenses thereunder were paid in full.

On July 30, 2019, in connection with the closing of the Merger, ANDX and MPC terminated that certain Loan Agreement, dated as of December 21, 2018, between ANDX and MPC (the “Loan Agreement”). In connection with the termination of the Loan Agreement, all borrowings and unpaid fees and expenses thereunder were paid in full.

### **Item 2.01 Completion of Acquisition or Disposition of Assets.**

The information in the Introductory Note of this Current Report on Form 8-K is incorporated herein by reference.

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Subject to the terms and conditions set forth in the Merger Agreement, at the effective time of the Merger, each outstanding common unit representing a limited partner interest in ANDX (each, an “ANDX Common Unit”), other than any ANDX Common Unit held by ANDX GP and Western Refining Southwest, Inc., an Arizona corporation and affiliate of ANDX (“Southwest”), was converted into the right to receive 1.135 common units representing limited partner interests in MPLX (“MPLX Common Units” and such exchange ratio, the “Exchange Ratio”), and each ANDX Common Unit held by ANDX GP and Southwest was converted into the right to receive 1.0328 MPLX Common Units, in each case, in consideration for each ANDX Common Unit that such holder owned immediately prior to the effective time of the Merger. Additionally, each 6.875% Series A Fixed-to-Floating Rate Cumulative Redeemable Perpetual Preferred Unit, liquidation preference \$1,000 per unit, representing a limited partner interest in ANDX (each, an “ANDX Series A Preferred Unit”) issued and outstanding immediately prior to effective time of the Merger was converted into the right to receive a new Series B Preferred Unit representing a substantially equivalent limited partner interest in MPLX (the “MPLX Series B Preferred Units”). The MPLX Series B Preferred Units are a new class of units in MPLX that are *pari passu* with MPLX’s existing Series A Convertible Preferred Units with respect to distribution rights and rights upon liquidation and have substantially equivalent preferences, rights, powers, duties and obligations that the ANDX Series A Preferred Units had immediately prior to the closing of the Merger.

At the effective time of the Merger, each phantom unit outstanding under ANDX’s 2011 Long-Term Incentive Plan, as amended and restated, and the Western Refining Logistics, LP 2013 Long-Term Incentive Plan (the “ANDX Phantom Units”), whether vested or unvested, other than any ANDX Phantom Unit that was held by a non-employee director of ANDX GP (each, an “ANDX Director Phantom Unit”), were automatically converted into a phantom unit denominated in MPLX Common Units (each, a “Converted MPLX Phantom Unit”). The number of ANDX Common Units subject to the ANDX Phantom Units immediately prior to the effective time of the Merger were converted into a number of MPLX Common Units subject to the Converted MPLX Phantom Units based on the Exchange Ratio (rounded down to the nearest whole number). ANDX Director Phantom Units were generally converted into the right to receive a cash payment equal to the number of ANDX Common Units subject to such ANDX Director Phantom Unit multiplied by the product of the Exchange Ratio and the average of the volume weighted average price per unit of MPLX Common Units on the New York Stock Exchange (the “NYSE”) on each of the ten consecutive trading days ending with the complete trading day immediately prior to the closing of the Merger.

Additionally, as a result of the Merger, each ANDX TexNew Mex Unit issued and outstanding immediately prior to the effective time of the Merger was converted into a right for Southwest, as the holder of all such units, to receive a unit representing a substantially equivalent special limited partner interest in MPLX (the “MPLX TexNew Mex Units”). By virtue of the conversion, all ANDX TexNew Mex Units were cancelled and ceased to exist as of the effective time of the Merger. The MPLX TexNew Mex Units are a new class of units in MPLX substantially equivalent to the ANDX TexNew Mex Units, including substantially equivalent rights, powers, duties and obligations that the ANDX TexNew Mex Units had immediately prior to the closing of the Merger. As a result of the Merger, the ANDX Special Limited Partner Interest outstanding immediately prior to the effective time of the Merger was converted into a right for Southwest, as the holder of all such interest, to receive a substantially equivalent special limited partner interest in MPLX (the “MPLX Special Limited Partner Interest”). By virtue of the conversion, the ANDX Special Limited Partner Interest was cancelled and ceased to exist as of the effective time of the Merger.

The issuance of MPLX Common Units and MPLX Series B Preferred Units in connection with the Merger was registered under the Securities Act of 1933 pursuant to MPLX’s Registration Statement on Form S-4 (Registration No. 333-231798) as filed with the Securities and Exchange Commission on May 29, 2019, and as amended on June 24, 2019 (the “Registration Statement”). The consent statement/prospectus (the “Consent Statement/Prospectus”) included in the Registration Statement contains additional information about the Merger, and incorporates by reference additional information about the Merger from Current Reports on Form 8-K filed by MPLX and ANDX and incorporated by reference into the Consent Statement/Prospectus.

The foregoing description of the Merger and the Merger Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached as Exhibit 2.1 to this Current Report on Form 8-K and is incorporated herein by reference.

### **Item 3.01 Notice of Delisting or Failure to Satisfy a Continued Listing Rule or Standard; Transfer of Listing.**

In connection with the consummation of the Merger, ANDX notified the NYSE that trading in ANDX Common Units should be suspended and listing of ANDX Common Units on the NYSE should be removed. Trading of ANDX Common Units on the NYSE was suspended prior to the opening of business on July 30, 2019. ANDX also requested that the NYSE file with the SEC an application on Form 25 to delist and deregister ANDX Common Units under Section 12(b) of the Securities Exchange Act of 1934, as amended.

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**Item 3.03 Material Modification to Rights of Security Holders.**

The information in the Introductory Note, Item 2.01, Item 3.01 and Item 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

**Item 5.01 Changes in Control of Registrant.**

After the effective time of the Merger, the general partner interest held by ANDX GP was cancelled and New ANDX GP was admitted as the new general partner of ANDX.

The information in the Introductory Note of this Current Report on Form 8-K is incorporated herein by reference.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

The information in Item 5.01 of this Current Report on Form 8-K is incorporated herein by reference.

At the effective time of the Merger, New ANDX GP was admitted as the new general partner of ANDX and New ANDX GP's sole member appointed Gary R. Heminger, Michael J. Hennigan and Pamela K.M. Beall as its directors, with Mr. Heminger serving as chairman of the board. Additionally, the board of directors of New ANDX GP appointed Mr. Heminger as Chief Executive Officer (principal executive officer), Blane Peery as Vice President, Accounting and Systems Integration (principal financial and accounting officer) and Michael J. Hennigan as President.

Concurrently therewith, ANDX GP ceased to be the general partner of ANDX. As a result, ANDX GP's directors other than those appointed as directors of New ANDX GP, which included Sigmund L. Cornelius, Ruth I. Dreessen, Gregory J. Goff, Timothy T. Griffith, James H. Lamanna, Frank M. Semple and Donald C. Templin, ceased to serve as directors of ANDX GP and Don J. Sorensen ceased to serve as ANDX GP's President.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On July 29, 2019, the Third Amended and Restated Agreement of Limited Partnership of ANDX, dated December 1, 2017, as amended, was amended (the "ANDX LPA") as set forth in the Second Amendment to Third Amended and Restated Agreement of Limited Partnership of ANDX that is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

At the effective time of the Merger, the Amended and Restated Certificate of Limited Partnership of ANDX, dated October 17, 2018, was amended and restated as set forth in the Amended and Restated Certificate of Limited Partnership that is filed as Exhibit 3.2 to this Current Report on Form 8-K and is incorporated herein by reference.

At the effective time of the Merger, MPLX and New ANDX GP executed a joinder to the ANDX LPA that is filed as Exhibit 3.3 to this Current Report on Form 8-K and incorporated herein by reference. The ANDX LPA was subsequently amended and restated as set forth in the Fourth Amended and Restated Agreement of Limited Partnership of ANDX that is filed as Exhibit 3.4 to this Current Report on Form 8-K and is incorporated herein by reference.

**Item 5.07 Submission of Matters to a Vote of Security Holders.**

As previously disclosed, the board of directors of ANDX GP set June 28, 2019 as the record date (the "Record Date") for determining holders of ANDX Common Units entitled to execute and deliver written consents with respect to the approval of the Merger Agreement and the Merger. As of the close of business on the Record Date, there were 245,630,444 ANDX Common Units outstanding and entitled to vote with respect to the Merger Agreement and the Merger and with respect to the compensation payments that will or may be made to certain of ANDX's named executive officers in connection with the Merger (the "Non-Binding Compensation Advisory Proposal").

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As previously disclosed, on June 28, 2019, each of ANDX GP and Southwest, which beneficially owned a majority of the outstanding ANDX Common Units, delivered a written consent adopting and approving in all respects the Merger Agreement and the transactions contemplated thereby, including the Merger, and approving the Non-Binding Compensation Advisory Proposal. The delivery of these consents was sufficient to adopt the Merger Agreement and approve the Merger without the receipt of written consent from any other holder of ANDX Common Units.

The deadline for the consent solicitation expired at 5:00 p.m. (prevailing Eastern Time), on July 29, 2019. A summary of the results for the following proposals is set forth below:

1. Approval of the Merger and adoption and approval of the Merger Agreement and the transactions contemplated thereby.

<b>Common Units Represented by Consents Approving</b>	<b>Common Units Represented by Consents Disapproving</b>	<b>Common Units Represented by Consents Abstaining</b>
214,127,071	206,404	1,723,803

2. Approval, on an advisory (non-binding) basis, of the compensation that may be paid or become payable to ANDX's named executive officers in connection with the Merger.

<b>Common Units Represented by Consents Approving</b>	<b>Common Units Represented by Consents Disapproving</b>	<b>Common Units Represented by Consents Abstaining</b>
213,385,240	861,365	1,810,673

#### **Item 8.01 Other Events.**

On July 30, 2019, MPLX and ANDX issued a press release announcing the consummation of the Merger. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

#### **Item 9.01 Financial Statements and Exhibits.**

- (d) Exhibits.
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**Exhibit  
Number****Description**

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- [2.1\\*](#) [Agreement and Plan of Merger, dated as of May 7, 2019, by and among Andeavor Logistics LP, Tesoro Logistics GP, LLC, MPLX LP, MPLX GP LLC and MPLX MAX LLC \(incorporated by reference herein to Exhibit 2.1 to MPLX LP's Current Report on Form 8-K filed on May 8, 2019, File No. 001-35714\).](#)
- [3.1](#) [Second Amendment to Third Amended and Restated Agreement of Limited Partnership of Andeavor Logistics LP, dated as of July 29, 2019.](#)
- [3.2](#) [Amended and Restated Certificate of Limited Partnership of Andeavor Logistics LP, dated as of July 30, 2019.](#)
- [3.3](#) [Joinder Agreement, dated as of July 30, 2019.](#)
- [3.4](#) [Fourth Amended and Restated Agreement of Limited Partnership of Andeavor Logistics LP, dated as of July 30, 2019.](#)
- [10.1](#) [Waiver and Second Amendment to Fourth Amended and Restated Omnibus Agreement, dated as of July 29, 2019, by and among MPC, Andeavor Logistics LP, Tesoro Logistics GP, LLC, Tesoro Refining & Marketing Company LLC, Tesoro Companies, Inc., Tesoro Alaska Company LLC and Marathon Petroleum Company LP.](#)
- [99.1](#) [Press Release of MPLX LP and Andeavor Logistics LP, dated as of July 30, 2019.](#)

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\* Schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. Andeavor Logistics LP hereby undertakes to furnish supplementally a copy of any omitted schedule upon request by the SEC.

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**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 hereunto duly authorized.

Andeavor Logistics LP

By: Andeavor Logistics GP LLC

Date: August 1, 2019

By: /s/ Molly R. Benson  
Name: Molly R. Benson  
Title: Vice President, Chief Securities, Governance &  
Compliance Officer and Corporate Secretary

**SECOND AMENDMENT  
TO  
THIRD AMENDED AND RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
ANDEAVOR LOGISTICS LP**

This Second Amendment (this "Amendment") to the THIRD AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF ANDEAVOR LOGISTICS LP, a Delaware limited partnership (the "Partnership"), given effect beginning January 1, 2019 (the "Partnership Agreement"), is entered into as of July [29], 2019 by Tesoro Logistics GP, LLC, a Delaware limited liability company (the "General Partner"), as general partner of the Partnership. Capitalized terms used but not defined herein have the meanings given to such terms in the Partnership Agreement.

WHEREAS, the Partnership and the General Partner are parties to that Agreement and Plan of Merger, dated as of May 7, 2019, by and among the Partnership, the General Partner, MPLX, MPLX GP LLC, a Delaware limited liability company and the general partner of MPLX, and MPLX MAX LLC, a Delaware limited liability company and a direct wholly owned subsidiary of MPLX ("MPLX Merger Sub"), pursuant to which, among other things, MPLX Merger Sub will merge with and into the Partnership (the "MPLX Merger"), with the Partnership surviving the Merger and becoming a wholly owned subsidiary of MPLX;

WHEREAS, in connection with the MPLX Merger, each Common Unit, other than any Common Unit held by the General Partner or Western Refining Southwest, will be converted into the right to receive 1.135 common units representing limited partner interests in MPLX ("MPLX Common Units"), and each Common Unit held by the General Partner and Western Refining Southwest will be converted into the right to receive 1.0328 MPLX Common Units;

WHEREAS, the General Partner desires to amend the Partnership Agreement to reflect certain final year MPLX Merger-related capital account equalization allocations;

WHEREAS, in accordance with Section 13.1(d) of the Partnership Agreement, the General Partner is authorized to make such changes without the approval of any Partner if the General Partner determines such amendment does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect, and may execute, swear to, acknowledge, deliver, file and record whatever documents may be required in connection therewith; and

WHEREAS, acting pursuant to the power and authority granted to it under Section 13.1(d) of the Partnership Agreement, the General Partner has determined that this Amendment does not adversely affect the Limited Partners (including any particular class of Partnership Interests as compared to other classes of Partnership Interests) in any material respect.

NOW, THEREFORE, in consideration of the premises set forth above, the General Partner hereby amends the Partnership Agreement as follows:

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Section 1 **Amendments.**

The following new definitions shall be added to Section 1.1 of the Partnership Agreement:

“Affiliated Unitholder Exchange Ratio” means the conversion of each Common Unit held by the General Partner and Western Refining Southwest into the right to receive 1.0328 MPLX Common Units at the effective time of the MPLX Merger, pursuant to the terms of the MPLX Merger Agreement.

“Merger-Related Capital Account Equalization” has the meaning assigned to such term in Section 6.1(d)(xv).

“MPLX” means MPLX LP, a Delaware limited partnership.

“MPLX Common Units” means common units representing limited partner interests in MPLX.

“MPLX Merger” means the merger of MPLX Merger Sub with and into the Partnership, with the Partnership surviving the Merger as a direct subsidiary of MPLX, as contemplated by the MPLX Merger Agreement.

“MPLX Merger Agreement” means the Agreement and Plan of Merger, dated as of May 7, 2019, by and among the Partnership, the General Partner, MPLX, MPLX GP LLC, a Delaware limited liability company, and MPLX Merger Sub.

“MPLX Merger Sub” means MPLX MAX LLC, a Delaware limited liability company and a direct wholly owned subsidiary of MPLX.

“Public Unitholder Exchange Ratio” means the conversion of each Common Unit, other than any Common Unit held by the General Partner or Western Refining Southwest, into the right to receive 1.135 MPLX Common Units at the effective time of the MPLX Merger, pursuant to the terms of the MPLX Merger Agreement.

The following new Section 6.1(d)(xv) shall be added to the Partnership Agreement:

“(xv) *Final Year MPLX Merger-Related Capital Account Equalization Allocations*. For the taxable period ending at the effective time of the MPLX Merger, Unrealized Gain and Unrealized Loss shall be allocated among the Capital Accounts of the Unitholders holding Common Units in an effort to achieve relative Capital Accounts consistent with the Public Unitholder Exchange Ratio and the Affiliated Unitholder Exchange Ratio, as applicable, which reflect the disproportionate economic value resulting from the different exchange ratios (“Merger-Related Capital Account Equalization”). In the event such allocations are insufficient to achieve Merger-Related Capital Account Equalization, as determined by the General Partner, in its reasonable discretion, items of gross income, gain, loss, and deduction shall be allocated among the Capital Accounts of the Unitholders holding Common Units in the taxable period ending at the effective time of the MPLX Merger in an amount sufficient to achieve Merger-Related Capital Account Equalization.”

Section 2 **Ratification of Partnership Agreement.** Except as hereby amended, all of the terms and conditions of the Partnership Agreement shall remain in full force and effect.

Section 3 **Applicable Law**. This Amendment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to any internal principles of conflicts of laws that would result in the application of the laws of another jurisdiction.

Section 4 **Invalidity of Provisions**. If any provision of this Amendment is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Third Amended and Restated Agreement of Limited Partnership of Andeavor Logistics LP to be effective as of the date first written above.

**GENERAL PARTNER**

**TESORO LOGISTICS GP, LLC**

By: /s/ Gary R. Heminger

Name: Gary R. Heminger

Title: Chief Executive Officer

**AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP  
OF  
ANDEAVOR LOGISTICS LP**

This Amended and Restated Certificate of Limited Partnership of Andeavor Logistics LP, a Delaware limited partnership (the "Partnership"), dated July 30, 2019, has been duly executed and is filed pursuant to Section 17-210 of the Delaware Revised Uniform Limited Partnership Act (the "Act"), and amends and restates the Certificate of Limited Partnership of the Partnership, as amended (the "Certificate") in its entirety, as hereinafter set forth, which Certificate was originally filed in the office of the Secretary of State of the State of Delaware on December 3, 2010 under the name "Tesoro Logistics LP", and amended by the Certificate of Amendment thereto, dated July 28, 2017, and amended by the Certificate of Amendment thereto, dated October 1, 2018, and amended and restated by the Amended and Restated Certificate of Limited Partnership, dated October 17, 2018.

The undersigned, being the only general partner of the Partnership, does hereby certify that the Certificate is hereby amended and restated in its entirety as follows:

1. **Name.** The Name of the Partnership is "Andeavor Logistics LP".
  
2. **Registered Office; Registered Agent.** The address of the registered office required to be maintained by Section 17-104 of the Act is:

Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801  
New Castle County

The name and address of the registered agent for service of process required to be maintained by Section 17-104 of the Act is:

The Corporation Trust Company  
Corporation Trust Center  
1209 Orange Street  
Wilmington, Delaware 19801  
New Castle County

3. **General Partner.** The name and mailing address of the general partner of the Partnership are:

Andeavor Logistics GP LLC  
200 East Hardin Street  
Findlay, Ohio 45840

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Amended and Restated Certificate of Limited Partnership of Andeavor Logistics LP on this 30th day of July, 2019.

**ANDEAVOR LOGISTICS GP  
LLC**

By: /s/ Molly R. Benson  
Name: Molly R. Benson  
Title: Vice President, Chief  
Securities, Governance and  
Compliance Officer, and  
Corporate Secretary

**JOINDER AGREEMENT**

THIS JOINDER AGREEMENT to the Third Amended and Restated Agreement of Limited Partnership of Andeavor Logistics LP, a Delaware limited partnership (the "Partnership"), dated as of December 1, 2017, as amended by the First Amendment to Third Amended and Restated Agreement of Limited Partnership of the Partnership, dated October 1, 2018 (the "Surviving ANDX Partnership Agreement"), is made as of July 30, 2019, by Andeavor Logistics GP LLC, a Delaware limited liability company, the sole general partner of the Partnership with a non-economic general partner interest in the Partnership (the "New General Partner") and MPLX LP, a Delaware limited partnership, the sole limited partner of the Partnership (the "Parent").

WHEREAS, on May 7, 2019, the Partnership entered into that certain Agreement and Plan of Merger (the "Merger Agreement") by and among the Partnership, the Parent, Tesoro Logistics GP, LLC, a Delaware limited liability company and the former general partner of the Partnership ("ANDX GP"), MPLX GP LLC, a Delaware limited liability company and general partner of the Parent ("MPLX GP"), and MPLX MAX LLC, a Delaware limited liability company and wholly owned subsidiary of the Parent ("Merger Sub"), pursuant to which, among other things, Merger Sub merged with and into the Partnership (the "Merger"); and

WHEREAS, in accordance with the terms of the Merger Agreement, at the effective time of the Merger, (i) the general partner interest held by ANDX GP was cancelled; (ii) each of the Parent and the New General Partner will be bound by the Surviving ANDX Partnership Agreement (upon execution and delivery of this Joinder Agreement); (iii) the New General Partner is the sole general partner of the Partnership with a non-economic general partner interest in the Partnership and ANDX GP simultaneously ceased to be the general partner of the Partnership; and (iv) the Parent is the sole limited partner of the Partnership and all limited partners of the Partnership immediately prior to the Merger simultaneously ceased to be limited partners of the Partnership.

NOW THEREFORE, intending to be legally bound, and for good and valuable consideration the receipt and sufficiency of which is acknowledged, the undersigned hereby agree as follows:

1. The Parent and the New General Partner unconditionally assume all rights and agree to perform all obligations of a holder of a limited partner interest and the non-economic general partner interest, respectively, under the Surviving ANDX Partnership Agreement. The Parent and the New General Partner ratify and confirm the Surviving ANDX Partnership Agreement and agree it is in full force and effect and binding upon each until hereafter changed or amended as provided therein or by applicable Law and in each case consistent with the obligations set forth in the Merger Agreement.

2. This Joinder Agreement shall be effective as of the effective time of the Merger on July 30, 2019 and shall serve as a counterpart signature page to the Surviving ANDX Partnership Agreement and by executing below, each of the undersigned is deemed to have executed the Surviving ANDX Partnership Agreement as if an original party thereto.

3. This Joinder Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

4. This Joinder Agreement shall inure to the benefit of, and may be enforced by, only the parties hereto and the parties to the Surviving ANDX Partnership Agreement. This Joinder Agreement shall not, in any event, inure to the benefit of, or be enforceable by, any other person whatsoever.

**JOINING PARTIES**

**MPLX LP**

Sole Limited Partner

By: MPLX GP LLC, its general partner

By: /s/ Michael J. Hennigan

Michael J. Hennigan

President

**ANDEAVOR LOGISTICS GP LLC**

New General Partner

By: /s/ Gary R. Heminger

Gary R. Heminger

Chief Executive Officer

**FOURTH AMENDED AND RESTATED  
AGREEMENT OF LIMITED PARTNERSHIP  
OF  
ANDEAVOR LOGISTICS LP**

This Fourth Amended and Restated Agreement of Limited Partnership (as it may be amended, supplemented or restated from time to time, this "Agreement") of Andeavor Logistics LP (the "Partnership"), dated as of July 30, 2019, is entered into by and between Andeavor Logistics GP LLC, a Delaware limited liability company, as the general partner (the "General Partner"), and MPLX LP, a Delaware limited partnership, as the sole limited partner (the "Limited Partner").

WHEREAS, on December 3, 2010, Tesoro Logistics GP, LLC, a Delaware limited liability company (the "Organizational General Partner"), as the organizational general partner, formed the Partnership pursuant to and in accordance with the Delaware Revised Uniform Limited Partnership Act, as amended from time to time (the "Act");

WHEREAS, the Organizational General Partner, Andeavor LLC (f/k/a/ Tesoro Corporation), a Delaware limited liability company, as the organizational limited partner, and the other limited partners signatory thereto, entered into that First Amended and Restated Agreement of Limited Partnership of the Partnership on April 26, 2011, as amended;

WHEREAS, the Organizational General Partner and the other parties signatory thereto entered into that Second Amended and Restated Agreement of Limited Partnership of the Partnership on October 30, 2017;

WHEREAS, the Organizational General Partner adopted the Third Amended and Restated Agreement of Limited Partnership of the Partnership on December 1, 2017, as amended (the "Original LP Agreement");

WHEREAS, on the date of this Agreement, MPLX MAX LLC, a Delaware limited liability company and wholly owned subsidiary of the Limited Partner, merged with and into the Partnership (the "Merger"); and

WHEREAS, at the effective time of the Merger, (a) the certificate of limited partnership of the Partnership (the "Certificate of Limited Partnership") was amended to reflect the admission of the General Partner as the general partner of the Partnership, (b) the general partner interest held by the Organizational General Partner was cancelled, and (c) the Limited Partner was admitted to the Partnership as the sole limited partner of the Partnership and all limited partners of the Partnership immediately prior to the effective time of the Merger simultaneously ceased to be limited partners of the Partnership.

NOW, THEREFORE, the General Partner and the Limited Partner do hereby amend and restate the Original LP Agreement as follows:

1. Name. The name of the limited partnership formed by the Certificate of Limited Partnership shall continue to be "Andeavor Logistics LP".
-

2. Purpose. The Partnership is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Partnership is, engaging in any lawful act or activity for which limited partnerships may be formed under the Act and engaging in any and all activities that may be necessary or incidental to the foregoing.

3. Principal Office; Other Offices. The principal office of the Partnership shall be located at 200 East Hardin Street, Findlay, Ohio 45840, or such other place as the General Partner may from time to time designate by notice to the Limited Partner. The Partnership may maintain offices at such other place or places within or outside the State of Delaware as the General Partner determines to be necessary or appropriate. The address of the General Partner shall be 200 East Hardin Street, Findlay, Ohio 45840, or such other place as the General Partner may from time to time designate by notice to the Limited Partner.

4. Term. The term of the Partnership commenced upon the filing of the Certificate of Limited Partnership in accordance with the Act and shall continue in existence until the dissolution of the Partnership in accordance with the provisions of Section 7 of this Agreement. The existence of the Partnership as a separate legal entity shall continue until the cancellation of the Certificate of Limited Partnership as provided in the Act.

5. Partners. The General Partner is hereby admitted as the General Partner of the Partnership and shall be the sole general partner of the Partnership. The Partnership is hereby continued without dissolution. The names and business, residence and mailing addresses of the General Partner and the Limited Partner are as follows:

General Partner: Andeavor Logistics GP LLC  
200 East Hardin Street, Findlay, Ohio 45840

Limited Partner: MPLX LP  
200 East Hardin Street, Findlay, Ohio 45840

6. Powers. The business and affairs of the Partnership shall be managed by the General Partner. The powers of the General Partner include all powers, statutory and otherwise, possessed by general partners under the laws of the State of Delaware.

Notwithstanding any other provisions of this Agreement, the General Partner is authorized to execute and deliver any document on behalf of the Partnership without any vote or consent of any other partner, including, but not limited to, any and all mergers, acquisitions or dissolution.

7. Dissolution. The Partnership shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the written consent of each of the partners of the Partnership, (b) an event of withdrawal of a general partner under the Act, unless there is a remaining general partner who is hereby authorized to, and does, carry on the business of the Partnership without dissolution or the business of the Partnership is continued without dissolution in accordance with the Act, (c) there are no limited partners of the Partnership unless the business of the Partnership is continued without dissolution in accordance with the Act, (d) the entry of a decree of judicial dissolution under Section 17-802 of the Act or (e) the General Partner approves of a dissolution.

8. Partnership Interests. As of the date of this Agreement, the General Partner has a non-economic general partner interest in the Partnership, such interest granting the General Partner the exclusive right to manage and operate the Partnership in its capacity as General Partner. The Limited Partner has a limited partner interest in the Partnership which constitutes 100% of the aggregate partnership interest (as defined in the Act) of all partners in the Partnership.

9. Limitation of Liability. The Limited Partner shall have no liability under this Agreement except as expressly provided in this Agreement or the Act.

10. Distributions. Distributions shall be made to the partners of the Partnership at the times and in the aggregate amounts determined by the General Partner. Such distributions shall be made among the partners in the Partnership in accordance with their percentage of partnership interests in the Partnership. Notwithstanding any other provision of this Agreement, neither the Partnership, nor the General Partner on behalf of the Partnership, shall be required to make a distribution to a partner of the Partnership on account of its interest in the Partnership if such distribution would violate the Act or other applicable law.

11. Taxes. The General Partner shall prepare and timely file (on behalf of the Partnership) all state and local tax returns, if any, required to be filed by the Partnership. The Partnership and the partners acknowledge that for federal income tax purposes, the Partnership is intended to be disregarded as an entity separate from the Limited Partner.

12. Assignment and Transfer.

(a) The Limited Partner may assign all or any part of its partnership interest in the Partnership and may withdraw from the Partnership only if the Partnership will have a limited partner after such withdrawal. Upon the withdrawal of the Limited Partner, the Limited Partner shall receive any amount the Limited Partner contributed to the Partnership.

(b) The General Partner may assign all or any part of its partnership interest in the Partnership and may withdraw from the Partnership without the consent of the Limited Partner.

13. Withdrawal. Except to the extent set forth in Section 12, no right is given to any partner of the Partnership to withdraw from the Partnership.

14. Admission of Additional or Substitute Partners. One or more additional or substitute limited partners of the Partnership or general partners of the Partnership may be admitted to the Partnership with only the consent of the General Partner.

15. Indemnification.

(a) As used in Sections 15, 16 and 17, the following terms shall have the following meanings respectively:

“Departing General Partner” means a former general partner from and after the effective date of any withdrawal or removal of such former general partner pursuant to Section 13.

"Indemnitee" means (a) the General Partner, (b) any Departing General Partner, (c) any Person who is or was an affiliate of the General Partner, (d) any Person who is or was a manager, member, director, officer, employee, agent, fiduciary or trustee of any Group Member, the General Partner, or any Departing General Partner or any affiliate of any Group Member, the General Partner or any Departing General Partner, the Partnership or any subsidiary of the Partnership (collectively, the "Partnership Group", and any member of the Partnership Group, a "Group Member") and (e) any Person who is or was serving at the request of the General Partner or any Departing General Partner of any affiliate of the General Partner or any Departing General Partner as an officer, director, manager, managing member, general partner, employee, agent, fiduciary or trustee of another Person owing a fiduciary or similar duty to any Group Member; provided, that a Person shall not be an Indemnitee by reason of providing, on a fee-for-services basis, trustee, fiduciary or custodial services.

"Person" means an individual or a corporation, firm, limited liability company, partnership, joint venture, trust, unincorporated organization, association, government agency or political subdivision thereof or other entity.

(b) To the fullest extent permitted by law, all Indemnitees shall be indemnified and held harmless by the Partnership from and against any and all losses, claims, damages, liabilities, joint or several, expenses (including legal fees and expenses), judgments, fines, penalties, interest, settlements or other amounts arising from any and all threatened pending or completed claims, demands, actions, suits or proceedings, whether civil, criminal, administrative or investigative, and whether formal or informal and including appeals, in which any Indemnitee may be involved, or is threatened to be involved, as a party or otherwise, by reason of its status as an Indemnitee and acting (or refraining to act) in such capacity on behalf of or for the benefit of the Partnership; provided, that the Indemnitee shall not be indemnified and held harmless pursuant to this Agreement if there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Agreement, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct, or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was unlawful. For purposes of this Agreement, any determination, other action or failure to act by any Indemnitee will be considered to be in bad faith only if such Indemnitee subjectively believed such determination, other action or failure to act was adverse to the interest of the Partnership. Any indemnification pursuant to this Section 15(b) shall be made only out of the assets of the Partnership, it being agreed that the General Partner shall not be personally liable for such indemnification and shall have no obligation to contribute or loan any monies or property to the Partnership to enable it to effectuate such indemnification.

(c) To the fullest extent permitted by law, expenses (including legal fees and expenses) incurred by an Indemnitee who is indemnified pursuant to Section 15(b) in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Partnership prior to a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter for which the Indemnitee is seeking indemnification pursuant to this Section 15, the Indemnitee is not entitled to be indemnified upon receipt by the Partnership of any undertaking by or on behalf of the Indemnitee to repay such amount if it shall be ultimately determined that the Indemnitee is not entitled to be indemnified as authorized by this Section 15.

(d) The indemnification provided by this Section 15 shall be in addition to any other rights to which an Indemnitee may be entitled under any agreement, as a matter of law, in equity or otherwise, both as to actions in the Indemnitee's capacity as an Indemnitee and as to actions in any other capacity, and shall continue as to an Indemnitee who has ceased to serve in such capacity and shall inure to the benefit of the heirs, successors, assigns and administrators of the Indemnitee.

(e) The Partnership may purchase and maintain (or reimburse the General Partner or its affiliates for the cost of) insurance, on behalf of an Indemnitee and such other Persons as the General Partner shall determine, against any liability that may be asserted against, or expense that may be incurred by, such Indemnitee in connection with the Partnership's activities or such Indemnitee's activities on behalf of the Partnership, regardless of whether the Partnership would have the power to indemnify such Indemnitee against such liability under the provisions of this Agreement.

(f) For purposes of this Section 15, the Partnership shall be deemed to have requested an Indemnitee to serve as fiduciary of an employee benefit plan whenever the performance by it of its duties to the Partnership also imposes duties on, or otherwise involves services by, it to the plan or participants or beneficiaries of the plan, excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law shall constitute "fines" within the meaning of Section 15(b); and action taken or omitted by an Indemnitee with respect to any employee benefit plan in the performance of its duties for a purpose reasonably believed by it to be in the best interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose that is in the best interests of the Partnership.

(g) In no event may an Indemnitee subject the Limited Partner to personal liability by reason of the indemnification provisions set forth in this Agreement.

(h) An Indemnitee shall not be denied indemnification in whole or in part under this Section 15 because the Indemnitee had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement.

(i) The provisions of this Section 15 are for the benefit of the Indemnitees and their heirs, successors, assigns, executors and administrators and shall not be deemed to create any rights for the benefit of any other Persons.

(j) No amendment, modification or repeal of this Section 15 or any provision hereof shall in any manner terminate, reduce or impair the right of any past, present or future Indemnitee to be indemnified by the Partnership, nor the obligations of the Partnership to indemnify any such Indemnitee under and in accordance with the provisions of this Section 15 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

#### 16. Liability of Indemnitees.

(a) Notwithstanding anything to the contrary set forth in this Agreement, no

Indemnitee shall be liable for monetary damages to the Partnership, the General Partner or Limited Partner or any other Persons who have acquired partnership interests in the Partnership, for losses sustained or liabilities incurred as a result of any act or omission of an Indemnitee unless there has been a final and non-appealable judgment entered by a court of competent jurisdiction determining that, in respect of the matter in question, the Indemnitee acted in bad faith or engaged in fraud, willful misconduct, or, in the case of a criminal matter, acted with knowledge that the Indemnitee's conduct was criminal.

(b) The General Partner may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and the General Partner shall not be responsible for any misconduct or negligence on the part of any such agent appointed by the General Partner in good faith.

(c) To the extent that, at law or in equity, an Indemnitee has duties (including fiduciary duties) and liabilities relating thereto to the Partnership, the General Partner, the Limited Partner or any Person who acquires a partnership interest in the Partnership or is otherwise bound by this Agreement, the General Partner and any other Indemnitee acting in connection with the Partnership's business or affairs shall not be liable, to the fullest extent permitted by law, to the Partnership, the General Partner, the Limited Partner, any Person who acquires a partnership interest in the Partnership or is otherwise bound by this Agreement, for its good faith reliance on the provisions of this Agreement.

(d) Any amendment, modification or repeal of this Section 16 or any provision hereof shall be prospective only and shall not in any way affect the limitations on the liability of the Indemnitees under this Section 16 as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

17. Third-Party Beneficiaries. Each partner agrees that any Indemnitee shall be entitled to assert rights and remedies hereunder as a third-party beneficiary hereto with respect to those provisions of this Agreement affording a right, benefit or privilege to such Indemnitee.

18. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED UNDER, THE LAWS OF THE STATE OF DELAWARE, WITH ALL RIGHTS AND REMEDIES BEING GOVERNED BY SAID LAWS.

19. Counterparts. This Agreement may be executed or subscribed to in counterparts, all of which together shall constitute one agreement binding on all parties hereto notwithstanding that all of the parties have not signed the same counterpart.

20. Severability. If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

*[Remainder of Page Intentionally Blank]*



**WAIVER AND SECOND AMENDMENT TO  
FOURTH AMENDED AND RESTATED OMNIBUS AGREEMENT**

This Waiver and Second Amendment to the Fourth Amended and Restated Omnibus Agreement (this “Second Amendment”) is entered into as of July 29, 2019, by and among Andeavor LLC, a Delaware limited liability company (“Andeavor”), on behalf of itself and the other Andeavor Entities (as defined herein), Tesoro Refining & Marketing Company LLC, a Delaware limited liability company and formerly known as Tesoro Refining and Marketing Company (“TRMC”), Tesoro Companies, Inc., a Delaware corporation (“Tesoro Companies”), Tesoro Alaska Company LLC, a Delaware limited liability company and formerly known as Tesoro Alaska Company (“Tesoro Alaska”), Andeavor Logistics LP, a Delaware limited partnership (the “Partnership”), Tesoro Logistics GP, LLC, a Delaware limited liability company (the “General Partner” and together with Andeavor, the Andeavor Entities, TRMC, Tesoro Companies, Tesoro Alaska and the Partnership, the “Original Parties”), Marathon Petroleum Company LP, a Delaware limited partnership (“MPCLP”), Andeavor Logistics GP LLC, a Delaware limited liability company (the “New General Partner”), and Marathon Petroleum Corporation, a Delaware Corporation and ultimate parent of the Original Parties, MPCLP and New General Partner (“MPC”). The above-named entities are sometimes referred to in this Second Amendment each as a “Party” and collectively as the “Parties.” Capitalized terms used and not otherwise defined in this Second Amendment shall have the meanings ascribed to such terms in the Omnibus Agreement (as that term is defined below).

WHEREAS, Partnership, General Partner, MPLX LP, a Delaware limited partnership (“MPLX”), MPLX GP LLC, a Delaware limited liability company and general partner of MPLX, and MPLX MAX LLC, a Delaware limited liability company and a wholly owned subsidiary of MPLX (“Merger Sub”), have entered into an Agreement and Plan of Merger, dated May 7, 2019 (“Merger Agreement”), pursuant to which (and subject to the terms and conditions set forth therein) Merger Sub will be merged with and into Partnership, with Partnership as the surviving entity and New General Partner being admitted as the general partner of Partnership (the “Merger”);

WHEREAS, the Original Parties and MPCLP are parties to that certain Fourth Amended and Restated Omnibus Agreement, dated as of October 30, 2017 (as amended, the “Omnibus Agreement”);

WHEREAS, as a condition and inducement to Partnership’s and MPLX’s willingness to enter into the Merger Agreement and to proceed with the transactions contemplated thereby, including the Merger, Partnership, MPLX, General Partner, MPC and Western Refining Southwest, Inc., an Arizona Corporation and wholly owned subsidiary of MPC (“Southwest”), agreed pursuant to that certain Support Agreement dated May 7, 2019 (the “Support Agreement”) to amend the Omnibus Agreement to (i) reflect the admission of New General Partner as the new general partner of Partnership, and (ii) provide that a Partnership Change of Control shall not be deemed to occur unless and until MPC no longer directly or indirectly controls the general partner of Partnership, effective as of the date hereof;

WHEREAS, pursuant to Section 9.5 of the Omnibus Agreement, the Omnibus Agreement may only be amended by the written agreement of all of the Original Parties and MPCLP; and

WHEREAS, the Parties, including all of the Original Parties and MPCLP, wish to amend the Omnibus Agreement in accordance with the conditions in the Support Agreement and as set forth herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, as set forth herein, the Parties agree as follows, in each case, to be effective as of the effective time of the Merger:

#### WAIVER AND AMENDMENTS

1. Waiver of Partnership Change of Control; Section 9.4. For purposes of the Omnibus Agreement, the Original Parties agree that a Partnership Change of Control shall not be deemed to occur unless and until MPC no longer directly or indirectly controls the general partner of Partnership, and the Original Parties hereby waive their rights, if any, to terminate the Omnibus Agreement under Section 9.4 as a result of the completion of the transactions contemplated by the Merger Agreement. This waiver given by the Original Parties herein shall be effective only in connection with the consummation of the transactions contemplated by the Merger Agreement and shall not be construed as a bar or waiver of any other right or remedy or of any subsequent right or remedy of the same kind on any other occasion under the Omnibus Agreement.
2. New Parties. The preamble to the Omnibus Agreement is hereby amended to add MPC and New General Partner as parties to the Omnibus Agreement, and MPC and New General Partner, by their signatures below, agree to be bound by, and subject to, all of the covenants, terms and conditions of the Omnibus Agreement as though an original party thereto.
3. Replacement of General Partner. In accordance with the Merger Agreement and in satisfaction of Section 8 of the Support Agreement, the General Partner is hereby replaced by the New General Partner in the Omnibus Agreement, and any and all references in the Omnibus Agreement to the General Partner shall be deemed references to the New General Partner as though New General Partner were an original party thereto.
4. Definition of Partnership Change of Control. The definition of "Partnership Change of Control" is hereby amended and restated as follows:

"Partnership Change of Control" means MPC ceases to Control the general partner of the Partnership."

5. Notices. Section 9.2 of the Omnibus Agreement is amended to add the following notice information at the end of the section:  
If to MPC:

Marathon Petroleum Corporation  
539 South Main Street  
Findlay, OH 45840  
Attn: General Counsel

If to New General Partner:

Andeavor Logistics GP LLC  
200 East Hardin Street  
Findlay, OH 45840  
Attn: General Counsel

6. Miscellaneous.

- a. Other than as set forth above, the Omnibus Agreement shall remain in full force and effect as written.
  - b. This Second Amendment constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties pertaining to the subject matter hereof.
  - c. This Second Amendment may be executed in counterparts, each of which shall be deemed an original instrument, but all such counterparts together shall constitute but one agreement. Either Party's delivery of an executed counterpart signature page by facsimile (or electronic .pdf format transmission) is as effective as executing and delivering this Second Amendment in the presence of the other Party. No Party shall be bound until such time as all of the Parties have executed counterparts of this Second Amendment.
6. The invalidity or unenforceability of any term or provision of this Second Amendment in any situation or jurisdiction shall not affect the validity or enforceability of the other terms or provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction and the remaining terms and provisions shall remain in full force and effect, unless doing so would result in an interpretation of this Second Amendment that is manifestly unjust.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by as of the date first set forth above.

**ANDEAVOR LLC**

By: /s/ Donald C. Templin  
Name: Donald C. Templin  
Title: President

**TESORO REFINING & MARKETING COMPANY LLC**

By: /s/ Timothy T. Griffith  
Name: Timothy T. Griffith  
Title: Vice President

**TESORO COMPANIES, INC.**

By: /s/ Donald C. Templin  
Name: Donald C. Templin  
Title: President

**TESORO ALASKA COMPANY LLC**

By: /s/ Donald C. Templin  
Name: Donald C. Templin  
Title: President

**ANDEAVOR LOGISTICS LP**

By: Tesoro Logistics GP, LLC, its general partner

By: /s/ Don J. Sorensen

Name: Don J. Sorensen

Title: President

**TESORO LOGISTICS GP, LLC**

By: /s/ Gary R. Heminger

Name: Gary R. Heminger

Title: Chief Executive Officer

**ANDEAVOR LOGISTICS GP LLC**

By: /s/ Gary R. Heminger

Name: Gary R. Heminger

Title: Chief Executive Officer

**MARATHON PETROLEUM COMPANY LP**

By: MPC Investment LLC, its general partner

By: /s/ Gary R. Heminger

Name: Gary R. Heminger

Title: Chief Executive Officer

**MARATHON PETROLEUM CORPORATION**

By: /s/ Gary R. Heminger

Name: Gary R. Heminger

Title: Chief Executive Officer

*Signature Page to Waiver and Second Amendment*



## NEWS RELEASE

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### **MPLX Completes Acquisition of Andeavor Logistics**

FINDLAY, Ohio, July 30, 2019 - MPLX LP (NYSE: MPLX) today announced that the company has completed its acquisition of Andeavor Logistics LP (ANDX) in a unit-for-unit transaction (with a blended exchange ratio of 1.07 times) and assumption of approximately \$5 billion of debt. As of this morning, ANDX ceased to be publicly traded and its common units discontinued trading on the New York Stock Exchange.

"We are pleased to close our acquisition of Andeavor Logistics today," said Gary R. Heminger, MPLX chairman and chief executive officer. "This transaction allows MPLX to further progress its strategic vision of creating a leading, large-scale, diversified midstream company anchored by fee-based cash flows."

ANDX unaffiliated common unitholders representing a majority of the common units held by unaffiliated holders submitted consents in favor of the transaction.

ANDX common unitholders will receive the MPLX quarterly cash distribution of \$0.6675 per common unit for the second quarter 2019, payable on August 14, 2019, with respect to the MPLX common units issued in connection with the merger, and will not receive any future distributions from ANDX. Additionally, ANDX Series A Preferred unitholders will not receive any future distributions from ANDX, but instead will receive the semi-annual distribution payable August 15, 2019, on MPLX Series B Preferred units issued in connection with the merger.

#### **About MPLX LP**

MPLX is a diversified, large-cap master limited partnership that owns and operates midstream energy infrastructure and logistics assets, and provides fuels distribution services. MPLX's assets include a network of crude oil and refined product pipelines; an inland marine business; light-product terminals; storage caverns; refinery tanks, docks, loading racks, and associated piping; and crude and light-product marine terminals. The company also owns crude oil and natural gas gathering systems and pipelines as well as natural gas and NGL processing and fractionation facilities in key U.S. supply basins. More information is available at [www.MPLX.com](http://www.MPLX.com)

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**Investor Relations Contacts: (419) 421-2071**

Kristina Kazarian, Vice President, Investor Relations

Jim Mallamaci, Manager, Investor Relations

Evan Barbosa, Manager, Investor Relations

**Media Contacts:**

Hamish Banks, Vice President, Communications (419) 421-2521

Jamal Kheiry, Manager, Communications (419) 421-3312

**Forward-Looking statements**

*This press release contains forward-looking statements within the meaning of federal securities laws regarding MPLX LP (MPLX). These forward-looking statements relate to, among other things, MPLX's acquisition of Andeavor Logistics LP (ANDX) and include expectations, estimates and projections concerning the business and operations, financial priorities and strategic plans of the combined entity. These statements are accompanied by cautionary language identifying important factors, though not necessarily all such factors, that could cause future outcomes to differ materially from those set forth in the forward-looking statements. You can identify forward-looking statements by words such as "anticipate," "believe," "could," "design," "estimate," "expect," "forecast," "goal," "guidance," "imply," "intend," "may," "objective," "opportunity," "outlook," "plan," "position," "potential," "predict," "project," "prospective," "pursue," "seek," "should," "strategy," "target," "would," "will" or other similar expressions that convey the uncertainty of future events or outcomes. Such forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties and other factors, some of which are beyond the company's control and are difficult to predict. Factors that could cause MPLX's actual results to differ materially from those implied in the forward-looking statements include: the risk that anticipated opportunities and any other synergies from or anticipated benefits of the ANDX acquisition may not be fully realized or may take longer to realize than expected, including whether the transaction will be accretive within the expected timeframe or at all; disruption from the transaction making it more difficult to maintain relationships with customers, employees or suppliers; risks relating to any unforeseen liabilities of ANDX; the amount and timing of future distributions; negative capital market conditions, including an increase of the current yield on common units; the ability to achieve strategic and financial objectives, including with respect to distribution coverage, future distribution levels, proposed projects and completed transactions; adverse changes in laws including with respect to tax and regulatory matters; the adequacy of capital resources and liquidity, including, but not limited to, availability of sufficient cash flow to pay distributions and access to debt on commercially reasonable terms, and the ability to successfully execute business plans, growth strategies and self-funding models; the timing and extent of changes in commodity prices and demand for crude oil, refined products, feedstocks or other hydrocarbon-based products; continued/further volatility in and/or degradation of market and industry conditions; changes to the expected construction costs and timing of projects and planned investments, and the ability to obtain*

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*regulatory and other approvals with respect thereto; completion of midstream infrastructure by competitors; disruptions due to equipment interruption or failure, including electrical shortages and power grid failures; the suspension, reduction or termination of Marathon Petroleum Corporation's (MPC) obligations under MPLX's commercial agreements; modifications to financial policies, capital budgets, and earnings and distributions; the ability to manage disruptions in credit markets or changes to credit ratings; compliance with federal and state environmental, economic, health and safety, energy and other policies and regulations and/or enforcement actions initiated thereunder; adverse results in litigation; other risk factors inherent to MPLX's industry; risks related to MPC; and the factors set forth under the heading "Risk Factors" in MPLX's Annual Report on Form 10-K for the year ended Dec. 31, 2018, filed with Securities and Exchange Commission (SEC).*

*We have based our forward-looking statements on our current expectations, estimates and projections about our industry. We caution that these statements are not guarantees of future performance and you should not rely unduly on them, as they involve risks, uncertainties, and assumptions that we cannot predict. In addition, we have based many of these forward-looking statements on assumptions about future events that may prove to be inaccurate. While our management considers these assumptions to be reasonable, they are inherently subject to significant business, economic, competitive, regulatory and other risks, contingencies and uncertainties, most of which are difficult to predict and many of which are beyond our control. Accordingly, our actual results may differ materially from the future performance that we have expressed or forecast in our forward-looking statements. We undertake no obligation to update any forward-looking statements except to the extent required by applicable law.*