



**ANDEAVOR RETAIL
401(k) PLAN**

**SUMMARY PLAN
DESCRIPTION**

As of January 1, 2018

HIGHLIGHTS OF YOUR ANDEAVOR RETAIL 401(k) PLAN	3
IMPORTANT DEFINITIONS	4
Plan Year	4
Eligible Earnings.....	4
Vesting Service	4
Break in Service	4
Year of Service.....	5
WHO CAN JOIN	5
YOUR CONTRIBUTIONS	5
Pre-Tax Contributions	5
Roth After-Tax Contributions.....	6
Rollover Contributions	6
Contribution Limitations	6
New Hires	7
ANDEAVOR CONTRIBUTIONS	7
Employer Contributions	7
Vesting.....	7
INVESTMENT EARNINGS AND OPTIONS	7
Default Investment Election	8
Fund Information	9
Changing Your Investments.....	9
ACCOUNTING AND STATEMENTS	9
RECEIVING BENEFITS FROM THE PLAN	10
When Benefits Are Payable.....	10
How Benefits Are Paid.....	10
Direct Rollovers	11
Small Account Balance Distributions.....	11
Withdrawals from the Plan While Actively Employed.....	11
Taxes	12
LOANS	12
Application and Authorization	13
Loan Limitations	13
Interest Rate and Fees.....	13
Evidence of Loan	13
Source of Loan Funds	13
Loan Repayment.....	13
Leave of Absence/Termination of Employment	13
ADDITIONAL INFORMATION	14
Beneficiary Changes	14
Anti-Assignment	14
Domestic Relations Orders	14
Return from Military Service	14
Administrative Fees	15
Interpretation of the Plan.....	15
Amendment or Termination of the Plan .	15
Fully Funded Benefit	15

Use of Trust Fund.....	15
Claims Procedures.....	15
Your ERISA Rights	16
FACTS ABOUT THE PLAN	18
Plan Name.....	18
Plan Sponsor	18
Plan Administrator	18
Type of Administration	18
Plan Funding	18
Plan Trustee.....	18
Other Employers Whose Employees are Covered by the Plan	18
Collective Bargaining Agreements	18
Agent for Service of Legal Process	18
Plan Type	18
Plan Number	19
Employer Identification Number (EIN) ...	19
Plan Year.....	19
IMPORTANT CONTACTS	19
Fidelity	19
San Antonio Employee Benefits Department	19

Andeavor Retail 401(k) Plan Summary Plan Description

Dated January 1, 2018

- This Summary Plan Description (SPD) outlines the major features of the Andeavor Retail 401(k) Plan (Plan). If you have questions regarding your benefits under the Plan, contact the Andeavor Employee Service Center by phone at 866-688-5465 or by email at ESC@andeavor.com. You may also contact the Andeavor Retirement Benefits Department at SAT-RetirementBenefits@andeavor.com.
- This document describes the Plan as of January 1, 2018. This Plan is available to certain eligible Andeavor (Company) employees on the U.S. payroll. This information comprises the SPD of this Plan as required by the Employee Retirement Income Security Act of 1974 (ERISA). This description does not cover every provision of the Plan. Some complex concepts may have been simplified or omitted in order to present a more understandable Plan description. If this SPD is incomplete, or if there is any inconsistency between the information provided here and the official Plan document, the provisions of the official Plan document will prevail.

HIGHLIGHTS OF YOUR ANDEAVOR RETAIL 401(k) PLAN

- You may join the Plan and begin contributions when you're hired by Andeavor or one of Andeavor's subsidiary companies participating in the Plan as (i) a retail store employee, (ii) an hourly production bakery worker, or (iii) a bakery driver.
- You can save regularly by having contributions deducted automatically from your paychecks. You decide how much.
- You can save on a pre-tax basis or a Roth after-tax basis or a combination of both. However, pre-tax and Roth after-tax contributions are subject to IRS limits.
- Participants age 50 or over may make catch-up contributions.
- You may choose to contribute between 1% and 50% of your Eligible Earnings on a pre-tax or Roth after-tax basis. Your combined total election cannot exceed 50% of your Eligible Earnings and is subject to limitations prescribed under applicable law. However, if you do not make an election to contribute a percentage of your Eligible Earnings (including an election to contribute 0%), you will be deemed to have elected to contribute 3% of your Eligible Earnings on a pre-tax basis under the Plan's automatic enrollment feature. Additionally, the Plan provides for the automatic increase of your contribution percentage (including a deemed election contribution) by 1% each Plan Year, up to 6% of your Eligible Earnings, unless you elect to contribute 0% to the Plan or elect not to participate in the automatic increase feature.
- If you remain employed on the last day of the Plan Year or terminate employment as a result of disability or death, you (or your spouse or beneficiary in the event of your death) will be entitled to an annual employer contribution equal to 5% of your Eligible Earnings for that Plan Year, whether you contribute to Plan or not.
- Your savings are invested in one or more investment funds that you select according to your individual desires and investment needs.
- Each investment fund has different investment objectives and varying risk factors. You should review and understand those objectives and risks before you invest your money.
- You always have full ownership (vesting) in your own contributions, as well as any earnings related to them. Your employer contributions and any earnings vest after three Years of Service.
- You may elect to take a distribution from the Plan when you retire, become disabled or terminate employment. You may also withdraw money from the Plan or borrow a portion of your vested balance while you are still an active employee, although certain restrictions apply.
- You can do a direct rollover into the Plan of a distribution from another qualified plan, such as a 401(k) or profit sharing plan. This is one way to avoid paying taxes on a distribution from a previous employer.
- Fidelity Investments provides recordkeeping and administrative services for the Plan. You may obtain additional information on the Plan and your account through Fidelity at netbenefits.com or by calling 877-295-2413.

The Andeavor Retail 401(k) Plan (Plan) gives you an opportunity to save regularly to accumulate funds for retirement. Participation in the Plan is entirely voluntary. This summary describes how the Plan works to help you become financially prepared for the future.

IMPORTANT DEFINITIONS

The Andeavor Retail 401(k) Plan is governed by the legal Plan document. In describing the Plan in this summary, every effort was made to use non-legal terms and phrases that all employees can understand. However, it is important for you to know the definitions of the following terms and phrases as they legally apply to the Plan.

Plan Year

The 12-month period beginning on January 1 and ending on December 31.

Eligible Earnings

Eligible Earnings are defined as most Form W-2 wages earned while in employed status, including any amounts not subject to taxation such as pre-tax contributions to this Plan or a cafeteria plan, but excluding certain extraordinary taxable earnings such as insurance premiums, expense allowances, short-term disability pay, severance payments and nontaxable reimbursements and benefits.

Only your Eligible Earnings for that portion of the Plan Year during which you are eligible to participate in the Plan will be considered. For example, if you become eligible to participate in the Plan on July 1, only your earnings from July 1 through December 31 of that year will be considered for purposes of determining the amount of any contribution to which you are entitled for that Plan Year. The amount of your Eligible Earnings that may be taken into account under the Plan is further subject to an annual legislative dollar limit that is adjusted periodically for cost-of-living increases. For the Plan Year beginning on January 1, 2018, this limit is \$275,000.

Vesting Service

Vesting Service is any period or periods of employment with Andeavor. For purposes of the Plan, Vesting Service is used to determine your right of entitlement to the employer contributions made to your account. You are immediately 100% vested in your contributions, but will become 100% vested in the employer contributions, and earnings thereon, following three Years of Service. If you were employed by Western Refining, Inc. (or any of its affiliates, including its wholly-owned subsidiary, Northern Tier Energy LLC) on June 1, 2017, you will receive Vesting Service credit for the period of your employment with any of those entities. Effective June 1, 2017, you will receive Vesting Service credit with any Andeavor affiliate, including Western Refining, Inc. and Northern Tier Energy LLC.

Break in Service

A Break in Service is a 12-month period of severance. If you incur five or more consecutive Breaks in Service and you do not have any vested benefit in the Plan at that time, your Vesting Service and account balance credited prior to such breaks will be disregarded and no longer credited to you upon your subsequent reemployment. You will be notified if these rules apply to you upon your reemployment.

If you are absent from work due to an unpaid maternity or paternity absence, you will not incur a Break in Service until the second anniversary of the date on which you were first absent for that reason. However, you will not be credited service under the Plan for any purpose, including Vesting Service, for any portion of the period between the first and second anniversary of such absence. For example, if you have a maternity or paternity absence beginning on February 1, 2018, you would not have a Break in Service if you returned to work and performed an hour of service on or before February 1, 2020, the second anniversary of the date on which you were first absent for that reason. You would be credited with service from February 1, 2018 through January 31, 2019, but you would not receive any service credit from February 1, 2019 through February 1, 2020. However, you would incur a Break in Service if you returned to work and first performed an hour of service after February 1, 2020. For purposes of the Plan, you are considered to be on maternity or paternity absence if your absence from work is: (a) by reason of your pregnancy, (b) by reason of the birth of your child, (c) by reason of the placement of a child with you in connection with your adoption of such child, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement. If you have any questions about a Break in Service, contact the Employee Service Center.

Year of Service

A Year of Service is any 12-month period beginning on your date of hire. You will be credited with any Years of Service you incurred while you were employed by a predecessor of Andeavor. If you were employed by Western Refining, Inc. or Northern Tier Energy LLC on June 1, 2017, you will also receive credit for Years of Service for the period of your employment with Western Refining, Inc. and Northern Tier Energy LLC. Effective June 1, 2017, you will be credited with all of your service as an Andeavor employee.

WHO CAN JOIN

You will be eligible for the Plan on the date you perform your first hour of service in a retail store position, as an hourly production bakery employee, or as a bakery driver employee of Andeavor or, if later, the date you reach age 18. Your contributions to the Plan may begin as soon as administratively feasible. Participants who terminate employment and are reemployed are eligible to re-enter the Plan upon their reemployment once they complete at least one hour of service. Similarly, participants who become ineligible to participate in the Plan because they are no longer members of an eligible class of employees and who subsequently return to an eligible class of employees are eligible to re-enter the Plan once they complete at least one hour of service in an eligible class.

The following individuals are not eligible to participate in the Plan:

- 1) Employees who are eligible to participate in the Andeavor 401(k) Plan;
- 2) Employees who are covered by a collective bargaining agreement, unless the agreement expressly provides for the inclusion of such employees under the Plan;
- 3) Non-resident aliens with no US-source income;
- 4) Leased employees; and
- 5) Individuals not classified as employees on Andeavor's books and records.

YOUR CONTRIBUTIONS

The Plan allows you to save on a:

- pre-tax basis;
- Roth after-tax basis; or
- a combination of both.

You may elect to contribute from 1% to 50% of your Eligible Earnings to the Plan on the basis of a combination of the above per payroll period. When combined together, your pre-tax and Roth after-tax contributions cannot exceed 50% of your Eligible Earnings. Additional limitations prescribed by the Internal Revenue Service (IRS) may also apply.

Your contribution percentage may be changed at any time by calling Fidelity at 877-295-2413 or by accessing your Fidelity account online at netbenefits.com. Changes to your contributions will become effective as soon as administratively feasible and will always become effective as of the first day of a payroll period.

Pre-Tax Contributions

You may contribute from 1% to 50% of your Eligible Earnings on a pre-tax basis to the Plan in 1% increments (whole percentages only). When combined with your Roth after-tax elections, your total contribution election cannot exceed 50% of your Eligible Earnings.

You must make an election to contribute (including an election to contribute 0%) to the Plan on or before the thirtieth (30th) day following the later of (a) the date you are eligible for the Plan, or (b) the date you are notified by the Plan Administrator that a deemed election will be made on your behalf if you do not make an election to contribute to the Plan (including an election to contribute 0%). This deemed election will be 3% of your Eligible Earnings, which will be contributed on a pre-tax basis, and will be effective as of the first payroll period following the 30-day period, or if later, as soon as administratively practicable.

Effective for payroll periods beginning in January 2019, and for each Plan Year thereafter, if the percentage of your Eligible Earnings that you elect, or are deemed to elect, to contribute to the Plan is less than 6% in any Plan Year, such percentage will be automatically increased on an annual basis by 1% until it is equal to 6%. You may opt out of this automatic increase at any time by electing to contribute 0% of your Eligible Earnings to the Plan or by electing not to participate in this automatic increase feature of the Plan.

You may make pre-tax contributions through automatic payroll deductions. Pre-tax contributions are deducted from your Eligible Earnings before income taxes are withheld, thus reducing your taxable income. Other employment taxes (such as Social Security) continue to be withheld. These contributions and any investment earnings will be taxable income when they are distributed from the Plan.

The IRS sets limits each year as to the maximum amount of combined pre-tax and Roth after-tax contributions that may be made. For 2018, the contribution limit is \$18,500. Once you contribute the maximum allowed amount, your contributions will automatically stop. If you are at least age 50 at any time during 2018, your maximum IRS combined pre-tax and Roth after-tax contribution limit will be \$24,500 (\$18,500 plus \$6,000 catch-up contributions).

Roth After-Tax Contributions

You may contribute from 1% to 50% of your Eligible Earnings on an after-tax basis (Roth) to the Plan, in 1% increments (whole percentages only). When combined with your pre-tax elections, your total contributions cannot exceed 50% of your Eligible Earnings or, if less, the IRS dollar limit. If your contributions to the Plan are exclusively Roth contributions, then the automatic increase to your contribution percentage described in the above paragraph will apply to your Roth contributions. If you contribute a combination of pre-tax and Roth contributions, the automatic increase will only be applied to your pre-tax contributions.

Roth contributions are made after income taxes have been withheld from your salary, so tax withholding will be applied to your total taxable compensation, including the amount of your Roth contribution. Your Roth contributions and any investment earnings on those contributions will not be taxed when they are withdrawn, as long as you receive a “qualified distribution.” A qualified distribution is one that is taken at least five tax years after the year of your first Roth contribution to the Plan and after you have attained age 59½ (or upon disability or death).

The IRS limit applies to the combined total of any pre-tax contributions and Roth contributions you make. The IRS limit for 2018 is \$18,500. If you are at least age 50 any time during 2018, you are eligible to contribute an additional \$6,000 in catch-up contributions, so the maximum IRS combined pre-tax and Roth contribution limit for you is \$24,500.

Rollover Contributions

Distributions of cash from other qualified retirement plans may be directly rolled over into this Plan; however, certain limitations may apply. For example, required minimum distributions, hardship distributions, and distributions made over a specified period of 10 or more years do not qualify as a Rollover Contribution. For further details, call a Fidelity representative at 877-295-2413 or access Fidelity at netbenefits.com. Rollover contributions can be made any time after you become an employee and are allowed only while you are an active employee. Eligible Rollover distributions from the following types of plans are acceptable:

- 401(a) plan (e.g., 401(k), pension, profit sharing);
- 403(a) plan (annuities);
- Governmental 457(b) plan;
- 403(b) plan (e.g., plans of tax-exempt organizations); and
- Conduit IRA (rollover IRA).

If you are not sure of the plan type, please contact your previous plan sponsor for verification. An incorrect plan type could invalidate your rollover.

Contribution Limitations

Certain regulations related to qualified plans may limit the contributions you may make in any particular Plan Year. These include limitations as to:

- the maximum Eligible Earnings (\$275,000 in 2018) that can be taken into consideration for benefit purposes;

- the maximum combined pre-tax and Roth amounts that can be contributed by you (for 2018, this amount is \$18,500 if you are under age 50 and \$24,500 if you are or will be age 50 or over at any time in 2018), and
- the maximum total annual contribution amount made by you and on your behalf by your employer (100% of Eligible Earnings or, if less, \$55,000 in 2018), excluding your catch-up contributions.

New Hires

If you are hired by Andeavor and you contribute to this Plan, as well as a previous employer's 401(k) plan, during the same calendar year, you must review your total pre-tax and Roth after-tax contributions for the year to ensure that, when aggregated, your total contributions do not exceed annual IRS limits. Contributions over annual limits may be subject to additional taxation and penalty by the IRS.

To determine if you have over contributed, review each of your W-2s to get your total annual contribution amount to each plan. If the total shows you over contributed and you would like a refund from the Plan, you MUST contact the Andeavor Retirement Benefits Department at SAT-RetirementBenefits@andeavor.com by March 1 of the year immediately following the year in which you over contributed. If you prefer to request a refund from a previous employer's plan, you will need to contact them directly.

ANDEAVOR CONTRIBUTIONS

Employer Contributions

Andeavor will help your retirement savings grow with an annual employer contribution. Each Plan Year, it will make an employer contribution to your account equal to 5% of your Eligible Earnings, if you are still employed at the end of the Plan Year or if you have terminated employment during the Plan Year as a result of death or disability.

Vesting

Your contributions to the Plan are always 100% vested. This means that you will not forfeit your right to receive any portion of your contributions credited to your account under any circumstances.

Your employer contributions will become 100% vested upon your completion of three Years of Service. However, if you are involuntarily terminated as the result of a layoff, or if you die, or become disabled before you complete three Years of Service, then you will be automatically 100% vested in your employer contributions at the time of such termination, death or disability. For these purposes, you are considered to be disabled if you develop a physical or mental condition that permanently prevents you from performing the work for which you are employed (or similar work), as evidenced by your eligibility for, and receipt of, Social Security disability benefits or benefits under the Andeavor Long-Term Disability Plan.

If you terminate employment without being 100% vested in your employer contributions, the portion of your account in which you are not vested will be forfeited and may be used to restore accounts of reemployed participants who are entitled to have their account balance reinstated, reduce future employer contributions made under the Plan, or pay reasonable administrative expenses of the Plan.

If you receive a distribution of your entire vested benefit following your termination of employment and you are not vested in your employer contributions, you will forfeit any employer contributions credited to your account in the Plan Year in which the distribution occurs. However, if you are subsequently rehired prior to incurring five consecutive Breaks in Service, your account will be credited with the exact amount of employer contributions that were not vested at the time of your termination, without any adjustments for gains or losses. You may then apply Years of Service credited after your reemployment to your reinstated balance.

If you are partially vested in your account and you have not received a distribution of your vested benefit, you will forfeit the portion of your account to which you are not entitled in the Plan Year in which you incur five consecutive Breaks in Service. In that event, the portion of your account that was not vested at your termination of employment will remain forfeited.

INVESTMENT EARNINGS AND OPTIONS

Your contributions to the Plan are invested at your direction in one or more investment options, which experience investment gains (or losses) over time. Your pre-tax contributions and Andeavor's contributions grow in the Plan with taxes deferred until they are paid out to you. At the time of distribution, taxes will be due on your pre-tax

contributions, employer contributions and any related investment earnings. Your Roth contributions are after-tax and, at the time of distribution, no taxes will be due on your original Roth contributions or their related investment earnings, as long as you receive a qualified distribution (a distribution at least five tax years after the year of your first Roth contribution and after you have attained age 59½, or upon disability or death).

This Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 C.F.R. §2550.404c-1, and the fiduciaries of the Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by you or, upon your death, your beneficiary. That is, to the extent you direct the investment of your individual account, and the Plan fiduciaries follow your directions, then none of the fiduciaries of the Plan will be liable for any loss or damage by reason of any breach that arises from your exercise of the right to control the investment of your account, as provided under Section 404(c) of ERISA.

Notwithstanding the above, the Plan fiduciaries may decline to implement your investment instructions if your instructions would be inconsistent with the documents and instruments governing the Plan (to the extent such documents are consistent with Title I of ERISA) or would otherwise violate any provision of Title I of ERISA or the Internal Revenue Code.

To help meet your investment goals, the Plan offers you a range of options. You can select a mix of investment options that best suit your goals, time horizon and risk tolerance. The investment choices are organized into two tiers:

- **Tier 1 – Target Date Funds (Fidelity FreedomSM Index Funds).** Tier 1 is designed for employees who want a simplified, single fund approach to investing, but still want a professionally managed portfolio with a diversified mix of stocks, bonds and short-term investments. Just choose the fund that most closely matches the year that you expect to retire.
- **Tier 2 – Core Funds.** Tier 2 includes a mix of actively managed and index funds across a wide spectrum of asset, risk and reward categories. Consider funds in this tier if you are comfortable choosing your own mix of stocks, bonds and short-term investments.

A complete description of the Plan’s investment options, performance and expense ratios, as well as planning tools to help you choose an appropriate mix, are available online through Fidelity at netbenefits.com or by calling a Fidelity representative at 877-295-2413.

Default Investment Election

If you enroll in or are automatically enrolled in the Plan without giving Fidelity direction on how to invest your contributions, the contributions will be invested in the age-appropriate Fidelity Freedom Index Fund, as identified in the following chart. **This applies only to those participants who have not made an investment election for their contributions.** Your contributions and any employer contributions will be invested in one of the Fidelity Freedom Index Funds listed below, based on your date of birth and assuming a retirement age of 65.

Date of Birth	Retirement Date Range	Fidelity Freedom SM Index
1937 or before	Retired before 2003	Fidelity Freedom SM Index Income Fund
1/1/1938 -12/31/1942	2003 – 2007	Fidelity Freedom SM Index 2005 Fund
1/1/1943 -12/31/1947	2008 – 2012	Fidelity Freedom SM Index 2010 Fund
1/1/1948 -12/31/1952	2013 – 2017	Fidelity Freedom SM Index 2015 Fund
1/1/1953 -12/31/1957	2018 – 2022	Fidelity Freedom SM Index 2020 Fund
1/1/1958 -12/31/1962	2023 – 2027	Fidelity Freedom SM Index 2025 Fund
1/1/1963 -12/31/1967	2028 – 2032	Fidelity Freedom SM Index 2030 Fund
1/1/1968 -12/31/1972	2033 – 2037	Fidelity Freedom SM Index 2035 Fund
1/1/1973 -12/31/1977	2038 – 2042	Fidelity Freedom SM Index 2040 Fund
1/1/1978 -12/31/1982	2043 – 2047	Fidelity Freedom SM Index 2045 Fund
1/1/1983 -12/31/1987	2048 – 2052	Fidelity Freedom SM Index 2050 Fund
1/1/1988 -12/31/1992	2053 – 2057	Fidelity Freedom SM Index 2055 Fund
1/1/1993 and later	2058 and later	Fidelity Freedom SM Index 2060 Fund

If you have not made an investment allocation and do not want future contributions to default to the investment options shown above, or you wish to change how your current balance(s) are invested, call a Fidelity representative at 877-295-2413 or access Fidelity at netbenefits.com.

Fund Information

More complete descriptions of the investment funds' objectives, style, holdings, fees and other information may be obtained from Fidelity as noted below. Prospectuses issued by funds contain important information about a fund's investment objective, historical performance and expenses, as well as the portfolio manager's investment outlook. You have the option to review these shareholder reports for the Plan's funds you own online at netbenefits.com or to receive paper copies by mail. To request an individual report or prospectus, please call Fidelity at 877-295-2413.

Changing Your Investments

To allow participating employees as much flexibility as possible, the Plan allows you to change the fund(s) in which your past contributions are invested or the way your future contributions will be invested, or both. Investment changes to your past or future contributions may be made online through Fidelity at netbenefits.com at any time or by calling a Fidelity representative at 877-295-2413 any business day that the New York Stock Exchange is open, between 8:30 a.m. and 12:00 a.m. (midnight), Eastern Time. Unless otherwise noted, transaction requests confirmed after the close of the stock market, normally 4:00 p.m. Eastern Time, or on weekends or holidays, will receive the next available business day's closing prices.

Fidelity offers free personalized retirement planning and investment advice over the phone or online through its Planning and Guidance Center. In addition, the Fidelity Portfolio Advisory Service at Work program is available, which provides professional investment management of your 401(k) account for a fee. Information on this service can be found at netbenefits.fidelity.com/pas.

✓ Exchanges between certain investment options may be subject to restrictions or short-term trading fees. Please speak to a Fidelity representative or read the fund prospectus for further details. For more information on these restrictions and fees, please refer to the information previously provided in the Participant Disclosure Notice, a copy of which can be found on the Fidelity website netbenefits.com.

In addition, some of the funds have certain limitations related to transfers in and out (round-trips) of the same fund within a short period of time. For these funds, an exchange will be considered a "round-trip" if you transfer money into the fund and then make a transfer out of that fund within 30 days. If you make a "round-trip" within a 30-day period, you will be sent a notice from Fidelity related to this activity. If you then make one more "round-trip" related to that fund in a rolling 90-day period, you will be restricted from making any purchases (exchanges) into that fund for the next 85 days. Further, if you execute four "round-trips" in one or more funds during a rolling 12-month period, you will be limited to one exchange per quarter.

ACCOUNTING AND STATEMENTS

The market value of your Plan account is determined by Fidelity after the close of each business day. This is called "daily valuation." You may access your account daily through Fidelity at netbenefits.com or by using Fidelity's automated voice response system at 877-295-2413.

Participants will receive notice when quarterly online statements are available. These online statements are based on the value of the accounts as of the last day of each calendar quarter.

Online statements serve as reminders to check your balances and personal rates of return and to review your investment mix. The online service also provides quarterly email messages, which link to timely information and other tools and resources.

Employees may switch to quarterly paper statements at any time. Mail preferences can be updated by logging onto Fidelity at netbenefits.com and selecting "Profile", then "Communication."

You should always review your statement carefully. You must notify Fidelity of any discrepancies within 90 days after the end of the quarter.

The amount of money that accumulates in your account will depend on 1) how much and how long you save, 2) the amount Andeavor contributes for you, and 3) the investment gains and losses of the funds. Although no one can predict future investment results, Fidelity provides you with several different tools to make some planning assumptions. Take advantage of these online at netbenefits.com by accessing the Fidelity Planning and Guidance Center under *Planning*. The Planning and Guidance Center provides interactive planning tools that help you create a retirement planning and savings strategy.

RECEIVING BENEFITS FROM THE PLAN

When Benefits Are Payable

Benefits from the Plan are payable at any of the following times. Details on withdrawals while you are an employee can be found under the paragraph below titled “**Withdrawals from the Plan While Actively Employed**”.

- **If You Are Disabled** – If you become disabled, you become 100% vested in employer contributions and will be entitled to receive a distribution of the full value of your account. You are considered disabled if you develop a physical or mental condition that permanently prevents you from performing the work for which you are employed (or similar work), as evidenced by your eligibility for, and receipt of, Social Security disability benefits or benefits under the Andeavor Long-Term Disability Plan.
- **If You Die** – If you should die before you terminate employment, your employer contributions automatically vest 100%, and the full value of your account will be paid to your named beneficiary. You may name the beneficiary or beneficiaries of your choice. See “Beneficiary Changes” for instructions on naming a beneficiary.
- **If You Leave** – If your employment ends for any other reason, including retirement, you will be entitled to the full value of your own contribution account. You will have full (vested) ownership in all employer contributions based on the following schedule:
 - Employer contributions are 100% vested after three Years of Service; or
 - According to the vesting schedule applicable under any agreements reached through collective bargaining.However, if your employment is involuntarily terminated due to a layoff, then you will be automatically 100% vested in your employer contributions at the time of such termination.

If you leave employment in the year you turn age 55 or later, you may be entitled to avoid tax penalties for early distribution. Please see your tax advisor for further information and advice.

A minimum required distribution will begin on your “Required Beginning Date,” which is the April 1st following the year in which you reach age 70½ if either of the following is true:

- you are a 5% owner, as defined under section 416(i) of the Internal Revenue Code; or
- your employment with Andeavor has terminated.

How Benefits Are Paid

Generally, you have several options for how to receive your payments from the Plan:

1. **Lump Sum Distribution.** You may elect to have your total vested account balance or a portion of your vested account balance paid out in a lump sum as either a direct payment to you, or as a direct rollover to an Individual Retirement Account (IRA) or another employer-sponsored plan that accepts rollovers. Federal income taxes must be withheld from the taxable portion of Plan distributions paid directly to you (or your beneficiary). Amounts transferred as a direct rollover are not taxable at the time of the direct rollover. Payments are based on the value of the accounts on the day the funds are liquidated for distribution and all benefits are paid in cash.
2. **Cash Installment Payments.** You may receive your vested benefits as a series of cash payments made over time. Installments may be paid monthly, quarterly, semi-annually, or annually. If you wish to take the payments over the life expectancies of you and/or your designated beneficiary, please discuss with your tax advisor. There may be tax advantages and consequences to this type of payment, so always discuss with a tax advisor.

For more information regarding installment payments or changing the distribution of installment payments, please contact a Fidelity representative at 877-295-2413.

- ✓ Because Andeavor cannot give you tax advice, you should discuss your situation with a financial consultant or tax advisor before you receive a distribution from your Andeavor Retail 401(k) Plan. The application of income tax laws may be subject to individual circumstances and other conditions or restrictions, such as additional state and local taxes.

Direct Rollovers

Generally, a distribution of your Plan account is eligible to be rolled over to another qualifying plan or account. You (or, in the event of your death, your spouse or other beneficiary) may request that your benefit be paid directly to another plan that is qualified to accept rollover contributions, instead of receiving payment as described above. There are some exceptions, however. For example, you may not roll over required minimum distributions, distributions made over your life expectancy or hardship withdrawals.

You will receive more information concerning this form of payment when you become entitled to a distribution from the Plan.

The types of plans that may be authorized to accept rollover contributions include qualified plans, governmental 457(b) plans, 403(a) plans, 403(b) plans and IRAs. In addition, you or, in the event of your death, your spouse or other beneficiary, may request a direct rollover to a Roth Individual Retirement Account (IRA). Special rules apply to the maintenance of Roth IRAs and the taxation of amounts transferred to such accounts. You should consult with your tax or financial advisor to determine whether a direct rollover to a Roth IRA is appropriate for you.

To request that your distribution be directly rolled over to another qualified plan, governmental 457(b) plan, 403(a) plan, 403(b) plan or IRA, be sure to speak with a Fidelity representative. You will receive a Special Tax Notice that will describe tax consequences on direct distributions to you as opposed to a rollover. Should you decide on a rollover, the check will be made payable to the rollover institution, with a notation of FBO (For Benefit Of) and your name. Once you receive the rollover check at your home address, you must forward it to the rollover institution.

Small Account Balance Distributions

If you leave employment and your account balance is \$5,000 or less, the Plan requires that a lump sum distribution be made to you. Fidelity will send election forms to you where you may elect to have your account balance paid to you or rolled over to another qualified plan or an IRA. If your account is \$5,000 or less but more than \$1,000, and you do not provide an election, your account will automatically be rolled over to a Fidelity IRA that will be established in your name. Accounts subject to this automatic rollover provision, for which a participant election has not been received, will be rolled to Fidelity IRAs approximately once each year. If your account is \$1,000 or less and you don't provide an election, a lump sum distribution will be made by check payable to you.

Withdrawals from the Plan While Actively Employed

Since the Plan is designed to help you build wealth for the future, withdrawals from the Plan while you are actively employed are discouraged. Even so, the Plan recognizes that there are times when you may need access to these funds. Subject to the Plan provisions and Federal government regulations, you may withdraw money from the Plan under the following circumstances. Special tax regulations will determine the taxable portion of your withdrawal. When calling Fidelity to make a withdrawal, you should request information regarding taxation and penalties. Your withdrawal will be covered under the tax laws in effect at the time of distribution.

Various in-service withdrawals as well as hardship withdrawals may be requested. Simply call a Fidelity representative at 877-295-2413 to receive information or access your account online at netbenefits.com to request a withdrawal. Fidelity will mail the check, along with any required documents and agreements, to your home address within two to three business days. Generally, your endorsement on the check will serve as your acknowledgement and agreement with the provisions of the withdrawal. (If you set up your bank account information with Fidelity, your payment may be made with direct deposit and you will acknowledge and agree with the provisions of the withdrawal electronically.)

In-Service Withdrawals

The following types of in-service withdrawals are available from the Plan:

1. **Rollover Withdrawal** – You may withdraw all or a part of funds rolled over from other qualified plans, as well as any investment earnings thereon.
2. **Age 59½ Withdrawal** – If you are at least age 59½ and have completed one (1) Year of Service, you may withdraw up to 100% of all account balances, regardless of their after-tax or pre-tax status.
3. **Military Leave Withdrawal** – If you are on a qualified military leave of absence, you may withdraw up to 100% of all vested account balances. If you take this type of distribution, you will not be eligible to contribute to the Plan for a 6-month period following the date of distribution.

Hardship Withdrawal

This type of withdrawal of your own contributions to the Plan is only available upon the occurrence of a financial hardship due to an immediate and heavy financial need, as defined by the Internal Revenue Code. Such hardships include:

- large uninsured medical expenses for you, your spouse or your children;
- costs directly related to the purchase of your primary residence (other than mortgage payments);
- payment of tuition and related educational fees, room and board for the next 12 months of post-secondary education for you, your spouse or your children;
- pending eviction or foreclosure on your primary residence;
- burial or funeral expenses for certain family members; or
- expenses to repair damage to your primary residence (if the damage meets the requirement for a casualty deduction).

Documentation must be provided to support the hardship withdrawal, and the amount of your withdrawal request may not exceed the amount of your financial need. You must have a loan outstanding from the Plan in order to request a hardship withdrawal. The minimum hardship withdrawal amount is \$500. Fidelity will mail hardship withdrawal forms to your home address for your signature. (If you submit the request online at netbenefits.com, you may print the forms for your signature). You must then return the signed forms with the required documentation to Fidelity, who will review and approve the forms upon receipt of all required documentation. The check will be mailed to your home address within two to three business days after approval. (If you set up your bank account information with Fidelity, your payment may be made with direct deposit).

- ✓ **Note:** Upon approval of a hardship request, you will be suspended from making further contributions to the Plan for a six-month period. After the six-month suspension, your contribution percentage and type (pre-tax and/or Roth after-tax) will be automatically reset to the percentage and type you had on file immediately prior to the suspension.

Taxes

The time and manner in which you take your payments has important tax consequences that are not described in this Plan summary. Certain states may also have tax laws that could cover distributions from this Plan and are not covered here. Prior to receiving a distribution from the Plan, you should consult your tax or financial advisor to determine the payment method that is best suited for your particular situation. The Trustee and members of the Employee Benefits Committee cannot adequately advise you as to the best method of payment in your particular situation. There is no substitute for the advice of a competent tax or financial advisor on this subject.

LOANS

As an employee with an account balance, you may obtain a loan upon application and approval, subject to certain restrictions and limitations. You should keep in mind that you will be borrowing your own money and your investment in other funds will be sold to provide the money needed for the loan. It is your responsibility to ensure the loan payments are deducted from your paycheck.

Application and Authorization

You may apply for a loan by telephone at 877-295-2413, or through online access at netbenefits.com. With the application, you must indicate the amount of the loan desired, the requested repayment period and other information as may be required. Your loan application will be processed by Fidelity. The loan documents and check for the amount of the loan will be forwarded to your home address. Your endorsement on the check will serve as your acknowledgement and agreement with the provisions of the loan. (If you set up your bank account information with Fidelity, your payment may be made with direct deposit and you will acknowledge and agree with the provisions of the loan electronically).

A participant who is a "Party in Interest" (as defined by ERISA) and no longer an employee may also apply. The special conditions and repayment provisions that apply may be obtained from the Retirement Benefits Department.

Loan Limitations

The minimum loan amount is \$1,000. The maximum that may be borrowed on a loan is the lesser of (a) \$50,000, reduced by the highest unpaid amount of prior loans outstanding during the 12-month period ending on the date of the loan or (b) 50% of the value of your vested account. Above the minimum loan amount, loans shall be made in \$100 increments. You may have no more than one loan outstanding at any time, unless otherwise provided in policies and procedures adopted by the Employee Benefits Committee. There is a 20-day waiting period on new loans when paying off a previous loan.

Interest Rate and Fees

Interest on the loan will be a fixed rate, calculated as Prime interest (as specified in Reuters on the loan application date) plus one percent (1%). A loan origination fee of \$35 will be charged by Fidelity. In addition, a quarterly fee of \$3.75 will be charged for each outstanding loan. The loan fees will be charged to your Plan account.

Evidence of Loan

The loan documents specifying the amount and terms of the loan, and a check for the amount of the loan, will be forwarded to your home address. Your endorsement on the check will serve as your acknowledgement and agreement with the provisions of the loan. If you have any questions on the loan documents or the terms included in the documents, you should contact Fidelity before you endorse the check and deposit it. (If you request your loan online, your payment may be made with direct deposit and you will acknowledge and agree with the provisions of the loan electronically.)

Source of Loan Funds

Upon approval, Fidelity will fund the loan by selling portions of your holdings in the various funds on a pro rata basis sufficient to meet the face value of the loan. The loan proceeds will be distributed first from your pre-tax account, then your rollover accounts, then your vested employer contribution account, and finally your Roth accounts and any other contribution accounts.

Loan Repayment

All loans must be repaid in equal, regular payments through payroll deductions. The first repayment will commence as soon as administratively feasible, usually within one or two pay periods after disbursement of the loan check. The loan is to be repaid over a period of no less than six months and no more than five years. Amounts repaid on the loan will be invested in the funds based on your election in place at the time of each repayment. All repayments will be made by payroll deduction, except if you are paying off the balance of the loan in full or, under certain circumstances, if you are on an official/approved leave of absence (LOA). Payment for the pay-off of a loan balance or repayments while you are on a LOA will be accepted only in the form of a certified check, cashier's check, money order, or ACH payments.

Leave of Absence/Termination of Employment

If you take a leave of absence (LOA), and your rate of pay while on leave is not enough to satisfy the loan payments, the loan can be suspended for up to one year, so that it is not subject to becoming delinquent or defaulting. However, the loan must still be repaid by the original payoff date. Generally, this means that the loan payments following the LOA will need to increase in order to amortize the remaining balance over a shorter period. Therefore, in the event of an unpaid LOA, you must contact the Plan Administrator in the Retirement Benefits Department at SAT-RetirementBenefits@andevor.com to request in writing the suspension of your loan, and notify Retirement Benefits again when you return to work to have the loan re-amortized. An exception to the one-year limit for suspension of loans is made for those whose LOA is related to military duty. Military personnel may postpone loan repayments

for as long as they are performing military service and may extend the term of their loan by the period of such military service. Note: If you receive pay during your LOA, even if it is less than the pay you were receiving prior to your leave, you are not eligible to suspend your loan, and your payroll-deducted loan payments must continue during your leave.

If you terminate employment, the loan repayment may be continued in order for the loan to be repaid in full. Following your separation from service, Fidelity will mail you a payment notification regarding the balance of your loan. You have the option of continuing to repay your loan through the Electronic Loan Payment Service. This service allows you the opportunity, in certain situations, to make loan repayments directly from your bank account. However, once you request a distribution from the Plan, the entire outstanding balance of your loan will be offset and will be taxable to you.

If a required payment is not made by the last day of the calendar quarter following the calendar quarter in which the required payment was due, the loan shall be considered in default. This will result in taxable income to you for the unpaid balance of the loan and may also be subject to the early withdrawal penalty.

ADDITIONAL INFORMATION

Beneficiary Changes

You may designate or change your beneficiary under the Plan using Fidelity's Online Beneficiaries Service, available on NetBenefits. Simply log on to netbenefits.com and click on "Profile," then "Beneficiaries". You can designate or change your beneficiaries, receive instant online confirmation and check your beneficiary information virtually any time.

Please be aware that if you are married and naming someone other than your spouse as the primary beneficiary, your spouse must sign the consent portion of the form in the presence of a Notary Public. If you get divorced after you file a designation that names your spouse as your beneficiary, that designation will be automatically revoked, but only if the Employee Benefits Committee, or its authorized designee, receives written notice of such divorce before payment has been made.

Anti-Assignment

Generally, you may not assign your benefits in the trust, nor may they be pledged against your indebtedness to anyone; however, you may pledge your vested interest in the trust as security for any loans to you from the Plan. Benefits under the Plan cannot be attached in a lawsuit against you. However, the IRS may levy upon your account for delinquent federal income taxes. In addition, your account may be assigned pursuant to a Qualified Domestic Relations Order (QDRO).

Domestic Relations Orders

A Domestic Relations Order (DRO) is an order signed by a judge relating to the provision of child support, alimony payments or marital property rights for a spouse, former spouse, child or other dependent ("Alternate Payee") made pursuant to a State domestic relations law. The DRO creates or recognizes the existence of an Alternate Payee's right to receive all or a portion of an employee's benefits payable under a Plan. Employees and their beneficiaries are entitled to receive a free copy of the Plan's Procedures for Qualified Domestic Relations Orders (QDROs) by calling the QDRO Administrator at 800-349-5123. Copies may also be obtained by calling the Andeavor Employee Service Center or printing them directly from the Andeavor Intranet site on the Retirement and Savings page found on HR Connect. Your account may be charged reasonable costs for reviewing and processing a DRO received by the Plan.

Return from Military Service

If you return to employment with Andeavor following a period of qualified military service within the period of time required to qualify for reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), and you otherwise satisfy the notice and other requirements of USERRA, you will receive credit for service during your absence that will be used to calculate your Years of Service for vesting purposes under the Plan. Furthermore, if you satisfy the conditions set forth above, you will be entitled to make any contributions that you would have been entitled to make if you had not been in qualified military service.

Following your re-employment with Andeavor, you have a period of time equal to three times the length of your qualified military service (but not more than five years) in which to make up these contributions. In addition, Andeavor will make a contribution on your behalf equal to the employer contributions you would have received

during the period of your qualified military service. The compensation that will be used to determine the contributions that you are entitled to make, as well as the amount of the corresponding employer contributions, will be the Eligible Earnings you would have received during your period of absence if you were not in qualified military service. This is calculated based on the rate of pay you would have received if you had not been absent, or, if that amount is not reasonably certain, then your average compensation during the 12-month period immediately preceding your absence (or, if shorter, the full period of your employment).

The term “qualified military service” means the performance of duty with the US Armed Services (including the Coast Guard, the Army National Guard and the Air National Guard (when engaged in full-time National Guard duty), and the commissioned corps of the Public Health Service) on a voluntary or involuntary basis for all types of military training or service. This specifically includes active duty, active duty for training, initial active duty for training, inactive duty training and any time necessary to be absent from employment for an examination to determine fitness to perform any of these duties.

Administrative Fees

Plan administrative fees include legal, accounting, trustee, recordkeeping and other administrative fees and expenses associated with maintaining the Plan. If you are not actively employed by Andeavor, a \$14.25 fee will be deducted from your Plan account on a quarterly basis and will be listed on your statement. This fee does not apply as long as you are actively employed. If you take a full distribution and close your account prior to satisfying the full \$57 annual fee, the remaining fee will be deducted at the time of the distribution. For a complete list of fees that may apply to you, for example, if you take a loan or a withdrawal from the Plan, please refer to the Participant Disclosure Notice that may be found on the Fidelity website netbenefits.com.

Interpretation of the Plan

Only the Plan Administrator is authorized to make administrative interpretations of the Plan and will do so only in writing. You may not rely on any representation, whether oral or in writing, that another person may make concerning provisions of the Plan and your entitlements under them.

Amendment or Termination of the Plan

While Andeavor expects to continue the Plan indefinitely, it reserves the right to amend or terminate the Plan at any time and for any reason. No change will deprive you of any rights to amounts credited to your accounts under the Plan. Any amendment will be in writing and adopted by Andeavor.

Andeavor has designed this Plan as a voluntary savings plan for certain eligible employees of the Company. Termination of the Plan is unlikely. However, should the Plan be terminated, payments from the trust fund will be made in a manner prescribed by law. None of the money in the fund will be returned to the Company. If the Plan is terminated, the interest of each participant will become 100% vested and non-forfeitable.

Fully Funded Benefit

This Plan is a defined contribution plan. As a result, this Plan is always fully funded. Therefore, it is not eligible for insurance coverage by the Pension Benefit Guaranty Corporation, which was established by law to provide benefits for certain types of pension plans that are terminated without sufficient assets to pay benefits.

Use of Trust Fund

Andeavor is not entitled to use the money in the Trust Fund. The money in the Trust Fund can be used only for payments to you or to beneficiaries designated by you and to other participants and their beneficiaries in accordance with the terms of the Plan and for payment of certain administrative expenses of the Plan.

Claims Procedures

A participant or beneficiary who feels he or she is being denied any benefit or right provided under the Plan shall have the right to file a written claim with the Plan Administrator. The participant or beneficiary may designate a personal representative to act on his or her behalf, provided such designation is made in accordance with reasonable procedures adopted by the Plan Administrator. All such claims shall be submitted on a form provided by the Plan Administrator, which shall be signed by the claimant and shall be considered filed on the date the claim is received by the Plan Administrator.

Upon the receipt of such a claim and in the event the claim is denied, the Plan Administrator shall, within a reasonable period of time, provide such claimant a written statement that shall be personally delivered or mailed to the claimant by certified or registered mail to the claimant's last known address and shall contain the following:

- the specific reason or reasons for the denial of benefits;
- a specific reference to the pertinent provisions of the Plan upon which the denial is based;
- a description of any additional material or information that is necessary; and
- an explanation of the review procedures, the time limits that apply and the claimant's right to file suit following exhaustion of these claims procedures.

Within 90 days after receipt of notice of denial of benefits as provided above, the claimant or authorized representative may request, in writing, a review of the claim. The claimant (or his or her authorized representative) shall have an opportunity to submit written comments, documents, records and other information relating to the claim. In conducting its review, the Plan Administrator shall consider any written statement or other evidence presented by the claimant or authorized representative in support of the claim without regard to whether such information was submitted or considered in the initial benefit determination. The Plan Administrator will give the claimant and/or authorized representative reasonable access, free of charge, to all documents related to the claim.

Within 60 days after receipt by the Plan Administrator of a written request for review of the claim, unless special circumstances require an extension of time for processing such request for review, the Plan Administrator shall notify the claimant of its decision by personal delivery or by certified or registered mail to the claimant's last known address. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the decision.

The decision of the Plan Administrator shall be in writing and, in the event of a denial, shall include the specific reasons for the decision presented in a manner calculated to be understood by the claimant and shall contain references to all relevant Plan provisions on which the decision was based. The notice shall also include a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits and a statement of the claimant's right to bring an action under ERISA. The decision of the Plan Administrator shall be final and conclusive.

Your ERISA Rights

In addition to informing you about your employee benefits, this Summary Plan Description (SPD) is designed to meet disclosure requirements of a Federal law called the Employee Retirement Income Security Act of 1974 (ERISA). This SPD was prepared from the documents that legally govern the operations of the Plan. Although every attempt has been made to ensure that the SPD is accurate, the official documents will rule in case of any conflict in meaning. As a participant in this Plan, you are entitled to certain rights and protections under ERISA.

Receive Information About Your Plan and Benefits

ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the US Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

- Obtain a statement telling you the amount of your account balance and the amount of your vested benefit under the Plan. If you do not have a right to a vested benefit, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every quarter. The statement will be provided free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plans. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a State or Federal court, but only following your exhaustion of the Plan’s claims procedures. In addition, if you disagree with a Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court, but only after exhausting the Plan’s claims procedures. If it should happen that Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the US Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, US Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, US Department of Labor, 200 Constitution Avenue NW, Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

FACTS ABOUT THE PLAN

Plan Name

The Andeavor Retail 401(k) Plan

Plan Sponsor

Andeavor
19100 Ridgewood Parkway
San Antonio, TX 78259
(210) 626-6000

Plan Administrator

Employee Benefits Committee
Andeavor
19100 Ridgewood Parkway
San Antonio, TX 78259

Type of Administration

The Employee Benefits Committee has responsibility for the administration of the Plan. The Employee Benefits Committee has selected Fidelity to assist in the administration of the Plan by providing various services, including daily recordkeeping services.

Plan Funding

The Plan is funded by employer and employee contributions.

Plan Trustee

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109

Other Employers Whose Employees are Covered by the Plan

Upon written request to the Plan Administrator, a complete list of the employers participating in the Plan will be provided.

Collective Bargaining Agreements

The Plan is maintained in accordance with the terms of certain collective bargaining agreements. A copy of the collective bargaining agreements may be obtained by participants and beneficiaries upon request and is available for inspection at the Plan Administrator's office.

Agent for Service of Legal Process

General Counsel
Andeavor
19100 Ridgewood Parkway
San Antonio, TX 78259

✓ Note: Legal process may also be served upon the Plan Trustee or Plan Administrator.

Plan Type

Defined contribution plan with 401(k) feature. This plan is also intended to be an ERISA section 404(c) plan.

Plan Number

The Plan number is 006.

Employer Identification Number (EIN)

The EIN under which the documents and reports for this plan are filed with the U.S. Department of Labor is 95-0862768.

Plan Year

The Plan Year is a calendar year beginning January 1 and ending December 31.

IMPORTANT CONTACTS

Fidelity

If you have any questions about your Andeavor Retail 401(k) Plan benefits, you may call toll-free to speak to a Fidelity representative Monday through Friday (excluding New York Exchange holidays) between 8:30 a.m. and midnight, Eastern time.

- United States: 877-295-2413
- TDD for hearing impaired: 800-847-0348
- International: Visit att.com/traveler to obtain your country's toll-free direct access number, then enter 877-295-2413

San Antonio Employee Benefits Department

If you have questions about your Andeavor employee benefits, contact the Andeavor Employee Service Center at 866-688-5465 or esc@andeavor.com. You may also contact the Retirement Benefits Department at SAT-RetirementBenefits@andeavor.com.