Retirement Plan of CITGO Petroleum Corporation and Participating Subsidiary Companies (former Pension Plan for PDVSA Services, Inc. Pension Plan provisions)

As in effect January 1, 2023

Summary Plan Description



In the event of any conflict between this Summary Plan Description and the actual text of the CITGO Petroleum Corporation Salaried Employees' Pension Plan, the actual text of the plan document will control. You can receive a copy of the actual text of the plan document from the Plan Administrator upon written request (see **Additional Information** for the Plan Administrator's address).

PENSION PLAN HIGHLIGHTS

Eligibility	You are eligible if you were a participant in the PDVSA Services, Inc. Pension Plan on October 14, 2003.
Retirement Age	Normal Retirement — Age 65.
	Early Retirement — Age 55 with 5 years of Vesting Service.
Normal Retirement Benefit Calculation	1.5% of Average Earnings X Years of Service (up to 35 years) MINUS
	Offset Amount
	Years of Service is frozen as of February 26, 2019.
	Average Earnings is frozen as of February 26, 2019.
Payments	Benefits from the Pension Plan are generally payable in the form of a monthly annuity.

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PURPOSE

Many people don't plan ahead for retirement—but should. Most will spend more than one quarter of their lives "retired." The purpose of the CITGO Petroleum Corporation Salaried Employees' Pension Plan (also known as the "Salaried Pension Plan," and referred to throughout this summary as the "Pension Plan" or "Plan") is to help you build a source of income for retirement, in addition to the CITGO Petroleum Corporation Employees' Retirement and Savings Plan (401(k) Plan), Social Security and your own savings.

Effective October 15, 2003, the PDVSA Services, Inc. Pension Plan ("PSI Pension Plan") was merged into the CITGO Petroleum Corporation Salaried Employees' Pension Plan (the "Plan"). Participants in the PSI Pension Plan at the time of the merger became participants in the Plan at that time but continued to accrue benefits in accordance with the provisions of the former PSI Pension Plan until the PSI Pension Plan provisions were frozen on February 26, 2019. Such participants are covered by this separate Summary Plan Description (SPD) that provides details about the PSI Pension Plan benefits now provided by the Plan. A separate SPD covers participants who are not eligible under the PSI Pension Plan provisions.

The Pension Plan is funded totally by contributions made by the Company. Further, the Pension Plan is a qualified defined benefit plan (a special status granted by the Internal Revenue Service ("IRS")). As a result, you enjoy the advantage of not having to pay taxes on the contributions the Company makes to the Plan on your behalf until you ultimately receive benefits from the Pension Plan.

This Summary Plan Description (SPD) describes the benefits available under the PSI Pension Plan provisions of the Plan, as well as the Plan's limitations and exclusions. As a participant of the Plan, you may be asked to comply with certain provisions of this Plan, which could affect the benefits you receive. You should acquaint yourself with these provisions, as failure to comply may result in a penalty, a reduction in benefits, or even the denial of benefits.

ELIGIBILITY Who Is Eligible

You were eligible to participate in the Plan and continue to accrue benefits in accordance with the provisions of the PSI Pension Plan if you were a regular employee of PDVSA Services, Inc. (PSI) on or before October 14, 2003, and had completed an hour of service. Once you are a participant, you will remain a participant for as long as

you are entitled to receive a benefit under the Plan. Generally, eligible employees became participants upon the completion of a year of service.

In addition, certain employees of CITGO Petroleum Corporation ("CITGO") were deemed to be participants for Plan Years 2000 and 2001.

Who Is Not Eligible

You were not eligible to participate in the Plan or accrue benefits in accordance with the provisions of the PSI Pension Plan if you met **any** of the following conditions:

- You were not a regular employee of PDVSA Services, Inc. on or before October 14, 2003, and you were not a CITGO employee deemed to be a participant for Plan Years 2000 or 2001;
- You were a temporary employee;
- You provided services to the Company under a leasing agreement between the Company and a third party;
- You were a non-resident alien and receive no earned income from the Company which constitutes income from sources with the United States; and
- Your employment was governed by the terms of a collective bargaining agreement between employee representatives and the Company under which retirement benefits were the subject of good faith bargaining between the parties, unless such agreement expressly provided for such coverage under the Plan.

If you were excluded from participation because you provided services under a contract or leasing arrangement or were not carried as an employee on the Company's payroll and a Federal or state court or agency later determines that you should have been classified as an employee, you will still be excluded from participation.

You must have been employed by the Company and have been on the payroll of the Company to be eligible to participate in the Plan. In no event were you eligible to participate in the Plan if you were not on the payroll of the Company, irrespective of any determination made by governmental agencies or by a court.

When Participation Began

If you were an eligible employee on or prior to October 14, 2003, you automatically became a participant in the PSI Pension Plan when you had completed the eligibility requirements. This would usually have been on the first day of the month coinciding with or next following your completion of a year of eligibility service.

SERVICE

The Plan considers two types of service:

- Years of Service, and
- Vesting Service

Years of Service

Years of Service are used to determine the amount of your benefit under the PSI Pension Plan provisions of the Plan. You received Years of Service for every month in which you received pay from the Company and were in a group of employees eligible to participate, up to a maximum of thirty-five (35) Years of Service. Years of Service were frozen on February 26, 2019 — the Years of Service you had accrued on that date is the service that will be used to calculate any benefits ultimately payable under the Plan.

You did not receive Years of Service while you were on a leave of absence and not receiving pay, *unless* (in accordance with applicable law) the leave was a military leave of absence, and you returned to work with the Company once the military leave of absence ended.

In no event, are you eligible to receive more than one Year of Service for any 12-month period.

Vesting Service

Vesting Service determines whether you are entitled to a benefit under the Plan. Generally, your Vesting Service is your period of employment with the Company or a Related Company from your date of hire to your termination date.

You are credited with one year of Vesting Service for each year (measured from your date of hire) in which you have worked 1,000 hours. You receive Vesting Service (but not Years of Service) for periods of employment with affiliated employers, such as Petroleos de Venezuela, S.A.

In no event, are you eligible to receive more than one year of Vesting Service for any 12-month period.

Years of Vesting Service	% Vested
Less than 5	0%
5 or more	100%

Since new entrants into the PSI Pension Plan provisions of the Plan ceased in 2003, all current participants are already 100% vested.

Some special rules apply when calculating Vesting Service if you incur a break in service or go on a leave of absence. Contact the Benefits Department for more information.

CHANGES IN EMPLOYMENT STATUS

Because Years of Service accruals under the Plan ceased on February 26, 2019, most changes in employment status after that date will not affect your PSI Pension Plan benefit. Changes that occurred before that date may affect your benefit.

Transfer from or to Affiliate

If you were an employee with any affiliated company within the controlled group of corporations (as defined in Section 414(b) of the Internal Revenue Code) (e.g., Petroleos de Venezuela, S.A.), that was not participating in the Plan, immediately before you began participation in this Plan, your prior employment with the affiliated company was recognized under this Plan for purposes of determining your eligibility and Vesting Service, but **not** your Years of Service.

If, after becoming a participant of the Plan, you transferred to a position with an affiliated company which was not participating in the Plan, you continued to earn Vesting Service under the Plan. However, you no longer earned Years of Service.

If you have periods of eligible employment with more than one company participating in the Plan, such as PSI and CITGO Petroleum Corporation, special rules apply. All periods of such employment will be recognized for purposes of eligibility and Vesting Service. If you were ever an employee of PSI on or before October 14, 2003, all periods of employment with PSI after completing the eligibility requirements and prior to February 26, 2019 were recognized for Years of Service under the PSI Pension Plan provisions. All other periods of eligible employment with CITGO Petroleum Corporation or other participating companies after completing the eligibility requirements will be recognized for earning benefits under regular provisions of the Plan described in a separate SPD. Therefore, if you are eligible under both the PSI Pension Plan provisions and the regular provisions, you will have two separate benefits. However, generally you cannot earn a benefit under both provisions for the same period of eligible employment. Certain CITGO Petroleum Corporation employees were deemed to be PSI Pension Plan participants in Plan Years 2000 and 2001 and were permitted to earn benefits under both provisions only for those Plan Years. Participation under the Plan by employees of PSI ceased on February 26, 2019, and no employee will accrue additional benefits with respect to years of service with PSI under any provisions of the Plan after that date.

It is your responsibility to inform the Benefits HelpLine at <u>Benefits@CITGO.com</u> of any prior service with the Company or Related Companies or service related to mergers, acquisitions or employment with predecessor companies or other similar circumstances. Previous service may be considered for eligibility purposes and Vesting Service.

Re-Employment with the Company

After you were a Plan participant, if you terminated employment with the Company and you later returned to work as an eligible employee prior to February 26, 2019, you began accruing benefits from the time of your re-employment if you were eligible for participation in the Plan when you returned. If you were not yet a Plan participant when you terminated employment with the Company and you later returned to work prior to February 26, 2019, you began accruing benefits when you met the eligibility requirements. Your prior employment with the Company counted towards meeting the 12 months of employment eligibility requirement. All benefit accruals under the PSI Pension Plan provisions ended on February 26, 2019

If you terminated employment and were subsequently re-employed by the Company as an eligible employee after February 26, 2019, no Years of Service were earned for your employment after February 26, 2019. However, your employment after February 26, 2019 does count for Vesting Service.

RETIREMENT BENEFIT

The Plan is a "defined benefit" plan. This means the amount of your benefit is figured using a specific — or defined — formula. This section describes how your annual pension is calculated under the PSI Pension Plan provisions of the Plan.

Keep in mind that benefits under the PSI Pension Plan provisions were frozen as of February 26, 2019. Service and earnings after that date are not recognized for purposes of the calculations.

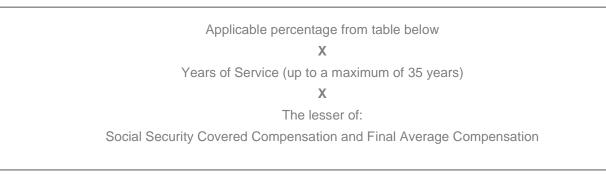
Average Earnings

This is the annual average of your highest 60 consecutive months of "Earnings" during your last 120 months of employment ending with the earlier of your termination date and February 26, 2019. Earnings is the amount of total salary or wages paid to you by the Company before reduction for taxes during a calendar year. Earnings includes your tax-deferred contributions to any of the Company's defined contribution (401(k)) plans, and/or flexible spending account plans (as well as any other deductions for benefit plans paid on a pre-tax basis). Earnings does not include any expenses or allowances eligible for gross-up or any Company contributions to this or any other employee benefit plan. No Earnings after February 26, 2019 will be taken into account for purposes of calculating Average Earnings.

Federal law limits pay which can be considered for pension benefits. For the Plan Year beginning January 1, 2019 this amount was \$280,000.

Offset Amount

The Offset Amount is calculated as follows:



Social Security Covered Compensation is the average of the Social Security taxable wage bases in effect for each calendar year during the 35 years ending on December 31 preceding the calendar year you reach your Social Security Retirement Age, or if earlier February 26, 2019.

Final Average Compensation is the average of your annual compensation, up to the Social Security taxable wage base, based on your most recently completed three consecutive calendar years of employment with the Company.

Calculation of the Offset Amount is frozen as of February 26, 2019.

Offset Percentage			
Ago of Potizomont		Year of Birth	
Age at Retirement	<1938	1938-1954	>1954
65 or Over	.75%	.70%	.65%
64	.70%	.65%	.60%
63	.65%	.60%	.56%
62	.60%	.55%	.50%
61	.55%	.50%	.48%
60	.50%	.48%	.45%
59	.48%	.45%	.43%
58	.45%	.43%	.40%
57	.43%	.40%	.38%
56	.40%	.38%	.34%
55	.38%	.34%	.32%

Normal Retirement Benefit

Your normal retirement benefit is calculated using the following formula:

1.5% X Average Earnings X Years of Service (up to 35 years) minus Offset Amount

This calculation above determines the annual pension amount payable on your normal retirement date under the Single Life Annuity form of payment option (see *Normal Forms of Payment* on page 14). If your benefit is paid under any other form of benefit (see *Optional Forms of Payment* on page 15) or is paid on a date before or after your normal retirement date, the amount of benefit will be adjusted in accordance with Plan provisions.

The following example demonstrates how the Benefit Formula works:

EXAMPLE Benefit Calculation

Assumptions:

- You plan to retire in 2023 at age 65 with 18 years of Years of Service as of February 26, 2019.
- Your Average Earnings as of February 26, 2019 are \$14,000 monthly.
- Your Final Average Compensation (FAC) as of February 26, 2019 is \$11,480 monthly.
- Your Social Security Covered Compensation (CC) as of February 26, 2019 is \$8,194 monthly.

Step 1:

Average Earnings

		<u>x 1.5%</u>
		\$ 210.00
	Years of Service	<u>x 18</u>
	Base Amount	<u>\$ 3,780.00</u>
Step 2:		
	Lesser of FAC or CC	<u>\$ 8,194</u>
		<u>x 0.65%</u>
		\$ 53.26
	Years of Service	<u>x 18</u>
	Offset Amount	<u>\$ 958.68</u>
	Your Monthly Pension Benefit As a Single Life Annuity	<u>\$2,821.32*</u>

*If you choose an optional form of benefit or choose to retire before age 65, your benefit would be adjusted accordingly.

Early Retirement

You are eligible for early retirement on the first day of any month on or after you reach age 55 and complete at least five years of Vesting Service. If you terminate employment and start receiving your Plan benefit before you attain normal retirement age, your pension benefits will be reduced for each year (prorated monthly) that you start your pension before age 65. These reductions are called "Early Retirement Reduction Factors" and your pension is reduced for early commencement before age 65 to reflect that you will be receiving your pension payments over a longer period of time.

The following chart shows the percentage of your age 65 pension benefit that will be paid to you if you elect to start your pension early, based on your age when you start your pension.

Early Retirement Reduction Factors	
Age	% of Normal Retirement Benefit
64	96.7%
63	93.3%
62	90.0%
61	86.0%
60	81.0%
59	76.0%
58	71.0%
57	66.0%
56	61.0%
55	56.0%

The above factors will be prorated will be prorated on a monthly basis for partial years of age.

EXAMPLE: Early Retirement Reduction

Assume: Your normal retirement benefit at age 65 = \$1,800 per month and you are at least age 55 when you terminate from employment.

If you start your benefit at age 55 your retirement benefit = \$1,008 per month (\$1,800 x 56%)

If you start your benefit at age 60 your retirement benefit = \$1,458 per month (\$1,800 x 81%)

Late Retirement

The Plan also allows for your retirement if you leave employment after your normal retirement date. Payments can be effective as soon as the first day of the month following your election to retire. The date payments begin is your late retirement date.

In general, if you leave employment with the Company after your normal retirement date without requesting a retirement benefit, your benefits will be effective as of the first day of the month after you leave employment.

If you are actively at work after attaining age 65, you may be entitled to an adjustment. The calculation of your late retirement benefit is based upon complex IRS regulations which generally provide you with a late retirement benefit equal to the greater of the following:

- The benefit that you have accrued under the Plan; or
- The Actuarial Equivalent of the benefit you were entitled to at age 65.

WHEN YOU CAN RECEIVE YOUR BENEFIT

You may choose to receive your retirement benefit under several different types of retirement as described below.

Normal Retirement

The normal retirement age under the Plan is 65.

The first day of the month coinciding with or next following the month in which you reach age 65 is called your normal retirement date. You qualify for normal retirement benefits once you reach your normal retirement date.

If you are employed by the Company at your normal retirement date and choose to retire on that date, your payments will begin on your normal retirement date.

If you are not employed by the Company when you reach your normal retirement date and you have not begun receiving payments, your payments will be effective on your normal retirement date.

Early Retirement

If you leave employment with the Company after you are 100% vested, you are eligible to receive an early retirement benefit as early as age 55.

If you elect early retirement, your monthly pension benefit may be smaller than if you had stayed with the Company until age 65 because:

- you are younger than age 65 when payments begin, so your payments are expected to continue for a longer period of time; and
- your payments will be paid in accordance with the schedule of Early Retirement Reduction Factors (see page 10).

If retiring at age 65, your benefit will meet or exceed benefits you would have received if you retired at an earlier age, if eligible.

You may choose to have payments begin as soon as the first day of the month next following the month in which you reach age 55. The date payments begin is your early retirement date. You can postpone the start of your payments until any date up to age 65.

If you terminate and postpone benefits, you will receive that portion of your benefit based on your age at the time that payments begin, in accordance with the schedule of Early Retirement Reduction Factors (see page 10). Payment of your retirement benefits will begin at age 65, unless you request them to begin earlier.

Late Retirement

The Plan also allows for your retirement if you leave employment after your normal retirement date (age 65). Payments can begin as soon as the first day of the month following your election to retire. The date payments begin is your late retirement date.

In general, if you leave employment with the Company after your normal retirement date without requesting a retirement benefit, your benefits will begin as of the first day of the month after you leave employment.

HOW BENEFITS ARE PAID

The Plan adapts to your retirement needs by offering a number of different ways in which you may receive your benefit. You can choose payments which last for your lifetime alone, providing you with the largest monthly payment, or you can extend payments to cover the life of another person besides yourself, should you die before that other person. Your monthly payment is smaller in this case because monthly payments are expected to continue for a longer period.

Generally, your payments are effective on the date you elect to retire provided you complete the appropriate forms in a timely manner (see page 13).

Applying for Benefits

Current CITGO procedures generally require you to provide at least 45 days (but not more than 180 days) notice to initiate the retirement process.

- Active employees should give notice to their Human Resources Representative.
- Former employees should email the Benefits HelpLine at <u>Benefits@CITGO.com</u>.

Upon starting the retirement process, you will receive a retirement package that includes:

- the necessary forms to elect your retirement option, including any required spousal consent and optional forms of payment or beneficiary designation;
- the terms and conditions of your normal form of payment and any optional forms of payment (as described in this section);
- your rights to waive your normal form of payment and the financial implications of making this choice;
- your spouse's rights concerning waiving the normal form of payment; and
- your rights to change a previous choice to waive your normal form of payment.

IRS regulations require that you be given 30 days to consider your tax elections. However, you may waive the 30 day consideration period if the benefit commences more than seven days after the retirement package was provided.

After you receive your retirement information from the Benefits Department, if you elect an optional form of benefit payment or wish to assure that payments are effective on the day you elect, you should return all completed forms to the Benefits Department at least 30 days before the date that payments are to be effective. If you do not return the forms within 180 days after we send them to you — or if you choose a pension starting date more than 180 days after the date you receive the forms — you will need to request new forms for a later retirement date.

You may change your pension payment method at any time before the first day of the month in which benefit payments begin — you cannot change your pension payment method after that date. If you die before pension payments begin, benefits are paid as described in Survivor's Benefits (see page 23), regardless of any other election you have made.

If you are married and elect a form of payment other than the normal form, your spouse must consent in writing for the election to be effective. If you are married and you elect a benefit other than the Standard Joint and Survivor Annuity, you can revoke the election, without your spouse's consent, at any time before your retirement date. You must then submit a new election which is still subject to the spousal consent requirement.

Normal Forms of Payment

If the total value of your retirement benefit is more than \$1,000, you will be able to choose from several payment options. Your benefit is automatically paid in the normal form unless you choose otherwise, as follows:

- *If you are single* when you begin receiving your benefits, your normal form of payment is a Single Life Annuity. Under this form of payment, you receive a monthly benefit for the rest of your life; no benefit will be payable after you die.
- If you are married when benefits begin, your normal form of payment is a Standard Joint and Survivor Annuity. Under this form of payment, you receive monthly payments for the rest of your life and, after your death, 50% of your benefit will be paid to your spouse for his or her lifetime. Because benefits are paid over two lifetimes, the monthly Standard Joint and Survivor Annuity amount payable to you is less than the monthly Single Life Annuity amount. Your spouse is your husband or wife to whom you were legally married on the date Plan benefits began. Even if you are not married to your "spouse" at the time of your death, the benefit will be payable to your "spouse" unless your "spouse" pre-deceases you.

Initially, your benefit amount is calculated according to the benefit formula which is in the form of a Single Life Annuity. The amount is then converted to a Standard Joint and

Survivor Annuity using an actuarial factor which is based on the joint life expectancy of you and your spouse.

Optional Forms of Payment

You can elect an optional form of payment instead of the normal form. If you are married and want to elect a form of payment other than the Standard Joint and Survivor Annuity with your spouse as contingent beneficiary, you must have your spouse's written, notarized consent to such election. Your options include:

• **Cashout** — If the actuarial present value of your vested accrued benefit is \$1,000 or less, you will automatically be given a cashout (a single sum payment) in lieu of all benefits due under the Plan.

If the actuarial present value of your vested accrued benefit is greater than \$1,000 but not greater than \$5,000 at the time of your termination or retirement, you may elect to receive a single sum payment.

The calculation of the single sum payment is based on several factors, including the amount of the benefit you are entitled to receive, your age at retirement, and mortality tables and interest rates prescribed by the Internal Revenue Code and IRS regulations. These tables and rates are subject to change from time to time.

You may elect to roll over the portion of your single sum payment that qualifies as an eligible rollover distribution (see page 32) directly to an IRA or another qualified plan that accepts rollover contributions.

If you receive a single sum payment, no further benefits will be payable under the Plan. If you later return to eligible employment with the Company, no further benefits will accrue under this Plan.

- **Single Life Annuity** You receive a monthly benefit for as long as you live and upon your death payments stop.
- Joint and Survivor Annuity You receive an actuarially reduced monthly benefit for your lifetime with continued payments to your surviving designated beneficiary in a monthly amount equal to 50%, 75% or 100% of the monthly amount you were receiving, for the remainder of his or her life. Your surviving beneficiary may be anyone you name be it a spouse, a relative, or a friend. Because benefits are paid over two lifetimes, the monthly joint and survivor annuity amount payable to you is

less than the monthly Single Life Annuity amount. If you elect the Joint and Survivor Annuity with a percentage above 50% and the surviving beneficiary is someone other than your spouse, the percentage of your monthly payments to be continued to your survivor may be limited. Your named survivor must be one individual and cannot be changed after benefits have commenced.

• Five, Ten, or Fifteen Year Continuous and Certain— You receive a monthly benefit for the rest of your life, with a guarantee that at least five, ten or fifteen years of payments will be made. If you die before you have received the guaranteed number of payments, your designated beneficiary will receive the remaining monthly payments. You may designate primary and contingent beneficiaries. If you, your primary and your contingent beneficiaries die before the end of the guarantee period, the commuted value of the remaining monthly benefits will be paid in a single sum to your surviving spouse, if living; otherwise in equal shares to your surviving children, and in the event none of your children survives you, to the executor of your estate. If the designated beneficiary predeceases the participant, the commuted value of the remaining payments will be paid in a single sum to the participant's estate.

Single Sum Payment — If the actuarial present value of your vested accrued benefit is more than \$1,000 but less than \$15,000 when you elect to commence distribution, you may elect to receive a single sum (lump-sum) payment rather than a monthly annuity. A single sum payment of your accrued benefit is not available before the later of your attainment of age 55 or your retirement. If you choose to receive a single sum payment of your accrued benefit, no further benefits will be payable under the Plan. You may elect to roll over the portion of your lump sum that qualifies as an eligible rollover distribution (see page 32) directly to an IRA or another qualified plan that accepts rollover contributions.

Spousal Consent

If you elect an optional form of payment instead of the normal form and you are married, you must obtain your spouse's written consent to:

- your election of an optional form of payment; and/or
- your designation of a beneficiary other than your spouse.

Your spouse's consent must be obtained unless it is established by the Plan Administrator that:

- there is no spouse; or
- your spouse cannot be located.

Your spouse's consent must:

- be in the form and manner required by the Plan Administrator;
- be irrevocable;
- be in writing;
- acknowledge the effect of the consent and the specific non-spouse beneficiary; and
- be witnessed by a notary public.

Although your spouse's consent is irrevocable, you can change your election at any time before your benefits are due to begin, and the Standard Joint and Survivor Annuity will be payable unless you elect an optional form of benefit payment. If you elect another optional form of benefit payment and/or designate a beneficiary other than your spouse, you must once again obtain your spouse's consent.

SURVIVOR'S BENEFITS

Single Employees

If you are not married and die before starting your Plan benefit, there is no death benefit available.

Pre-Retirement Survivor Annuity

This benefit is payable to your surviving spouse if you:

- are vested in your Plan benefits; and
- die before receiving benefits under the Plan.

This benefit pays your spouse monthly income for life, beginning as soon as what would have been your earliest retirement date under the Plan (or, if later, the first day of the month following your death).

However, if the actuarial present value of the survivor's benefit is \$1,000 or less, your spouse will receive a lump-sum payment as soon as practicable following your death. Additionally, if the actuarial present value of the survivor's benefit is more than \$1,000 but not greater than \$5,000 your spouse may elect to receive a lump-sum payment.

The monthly amount of the survivor benefit is 50% of the monthly amount you would have received as a Standard Joint and Survivor Annuity, on the first day of the month following your death.

If your spouse begins the benefit before your normal retirement date (age 65), the benefit will be reduced according to the table of Early Retirement Reduction Factors (see page 10) based upon your age.

Your surviving spouse may defer receiving benefits until a later date. By so doing, the Early Retirement Reduction Factor will change according to the Early Retirement Reduction Factors table based on the age you would have attained on the elected start date.

If your spouse does not elect to begin benefits early, benefits will begin immediately following what would have been your normal retirement date (age 65).

If your surviving spouse dies before initiating benefit payments, no survivor's benefit will be payable.

If you elect to retire with a 75% or 100% Joint and Survivor Annuity with your spouse as the joint annuitant and you die before your annuity start date, your spouse's benefit will be the elected percentage rather than the 50% described above.

Post-Retirement Survivor Benefits

If you die after beginning to receive Plan benefits, any survivor's benefits that may be payable will be based on the form of payment and beneficiary you elected at the time you started your benefit.

Loss of Eligibility to Receive Benefits

If a court determines that a beneficiary, spouse or surviving spouse intentionally caused the death of you or your beneficiary, the person causing the death shall be ineligible to receive any benefits from the Plan.

QUALIFIED DOMESTIC RELATIONS ORDERS

If you become divorced or legally separated, a domestic relations order may affect your benefit under this Plan. Sometimes a domestic relations order will award part or all of your vested benefit under this Plan to another person. The Plan Administrator is not required to comply with the order unless the order is a Qualified Domestic Relations Order (QDRO). A QDRO is a domestic relations order that creates or recognizes the right of an alternate payee (who can be your spouse, former spouse, child, or other dependent) to receive all or a portion of your benefit under this Plan.

To be a Qualified Domestic Relations Order, the order must specify:

- the name and last known mailing address of the participant and each alternate payee;
- the amount or percentage of the participant's benefits to be paid to each alternate payee or the manner in which such amount or percentage is to be determined;
- the number of payments or period to which the order applies; and
- each plan to which the order applies.

A Qualified Domestic Relations Order may not provide for any type or form of benefit or option not otherwise provided under the Plan, provide increased benefits, or pay to an alternate payee amounts required to be paid to another alternate payee under a prior Qualified Domestic Relations Order.

To request a free copy of the guidelines and a model draft used by CITGO to determine and process a QDRO under the provisions of this Plan, email the Benefits HelpLine at <u>Benefits@CITGO.com</u>.

The court-executed Domestic Relations Order must be mailed to the CITGO Benefits Department for approval at the following address:

CITGO Petroleum Corporation Benefits Department P.O. Box 4689 Houston, Texas 77210-4689

Until your QDRO is approved, the benefits that may be awarded to your alternate payee must be protected. Therefore, you will not be able to receive a distribution of your benefits under this Plan until the QDRO is approved.

If the QDRO so provides, an alternate payee may begin to receive a benefit equal to his or her interest at the earliest time prescribed by law and under the terms of the Plan, by making written request to the Plan Administrator. However, the alternate payee will not be able to elect benefits any sooner than the date on which you would be able to start receiving benefits if you left the Company.

Distributions to alternate payees pursuant to a QDRO are normally subject to ordinary income tax.

CLAIMS PROCEDURES

When you make your final retirement decisions, simply notify your Human Resources Representative or the Benefits HelpLine. You must supply information such as proof of your age and that of your spouse or beneficiary, proof of your marriage, Social Security numbers of you and your spouse or beneficiary, and current addresses and complete all of the appropriate forms within the prescribed time limits.

A claim for benefits is simply a request for retirement benefits. You will be provided with the appropriate forms and be given any help which you may need to fill out the forms. The completed forms should be sent to the Benefits Department (see page 31). If you are a terminated employee, an alternate payee, or a beneficiary, you may write to the following address with regard to your claim for benefits under the Plan:

Secretary, Benefit Plans Committee CITGO Petroleum Corporation P.O. Box 4689 Houston, Texas 77210-4689

Initial Claim for Benefits

The Benefits Department will initially process your claim. If there is a question on whether your claim should be paid, it will be forwarded to the "Benefits Manager". The Benefits Manager is the individual designated or assigned by the Plan Administrator to handle these claims. The actual Company title may not correspond to the title designated in this Claims Procedure. You may contact the Benefits Manager through the Benefits Department (see page 31).

If the Benefits Manager needs additional information to make a decision, he or she will request the additional information from you within 45 days from the date your claim was received. If you do not provide the information within 45 days after you receive the request, your claim will be denied unless you have requested additional time to provide the information. You will have no right to seek review of a denial of benefits under the Plan prior to having filed a formal claim for benefits.

You will be notified of your claim's approval or denial within 90 days (or 45 days for claims involving a disability determination) after the receipt of the claim — unless special circumstances require an extension of time for processing the claim. If an extension of time for processing is required:

 notice of the extension will be given to you before the end of the initial 90-day period (or 45-day period for disability claims),

- the notice will specify the special circumstances requiring an extension and the date by which a final decision will be reached,
- the extension may not be more than an additional 90 days (or 30 days for disability claims).

Any notice of extension for claims involving a disability determination shall specifically explain:

- the standards on which entitlement to a benefit is based;
- the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues (you will be provided with at least 45 days within which to provide the specified information).

You will be given notice as to whether the claim is granted or denied, in whole or in part.

If the claim is denied, in whole or in part, you will be given notice that will contain:

- the specific reasons for the denial;
- reference(s) to pertinent Plan provisions upon which the denial is based;
- a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary;
- a description of the Plan's appeal procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under section 502(a) of ERISA following a denial of an appeal;
- in the case of a claim regarding a disability determination, a copy of any internal rule, guideline, protocol or other similar criterion which was relied upon in denying the claim or a statement that the claim denial is not based on any such internal rule, guideline, protocol or other similar criterion;
- in the case of a claim regarding a disability determination, if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), either an explanation of the scientific or clinical judgment, applying the terms of the Plan to your circumstances, or a statement that such an explanation is available upon request, free of charge;
- in the case of a claim regarding a disability determination, a discussion of the decision, including, if applicable, an explanation of the basis for disagreeing with or not following (1) the views you have presented to the Plan of health care professionals treating you or vocational professionals who evaluated you, (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim denial, without regard to whether the advice was relied on in the claim denial, and (3) any disability determinations made by the Social Security Administration that you have presented to the Plan; and

• in the case of a claim regarding a disability determination, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim.

Review of Claim Denial

If your claim is denied, in whole or in part, you will have the right to request that the Plan Administrator (or its designate) review the denial as long as you file a written request for review with the Plan Administrator within 60 (or 180 days in the case of a review of a claim regarding a disability determination) days after the date on which you received written or electronic notification of the denial. Your request for claim review must be in writing, must state the reason or reasons why you believe your claim should not have been denied, and must be addressed to the Plan Administrator as follows:

Benefit Plans Committee – Secretary CITGO Petroleum Corporation Benefits Department P.O. Box 4689 Houston, TX 77210-4689 or

Benefit Plans Committee CITGO Petroleum Corporation 1293 Eldridge Parkway Houston, TX 77077

The following rights and rules apply to your request for claim review:

- You (or your duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Plan Administrator. You will also be provided, upon request and free of charge, reasonable access to, and copies of all documents, records and other information relevant to your claim for benefits.
- Review of your claim will take into account all comments, documents, records and other information you submit without regard to whether such information was considered with your initial claim for benefits.
- In the case of a review of a claim regarding a disability determination, the review of your claim will not afford deference to the initial claim denial and will be conducted by an appropriate fiduciary of the Plan who is not the individual that made the initial claim denial and is not the subordinate of that individual.
- In the case of a review of a claim regarding a disability determination, if your initial claim for benefits was denied based in whole or in part on medical judgment, the Plan Administrator will consult with a health care professional who has the appropriate training and experience in the field of medicine involved in the medical

judgment. The health care professional who is consulted will not be someone who was consulted in connection with the initial claim nor the subordinate of such a person. Identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim on review will also be provided without regard to whether the advice was relied upon in making the benefit determination.

 In the case of a review of a claim regarding a disability determination, if the Plan Administrator anticipates denying your appeal in whole or in part you will be provided with the following information free of charge: (1) any new or additional evidence considered, relied upon, or generated in connection with the claim by or at the direction of the Plan, the Plan Administrator, or any other person making the benefit determination, and (2) if the anticipated appeal denial is based on a new or additional rationale, the rationale for the denial. This information will be provided as soon as possible in advance of the date the Plan Administrator is required to complete its review so that you may have a reasonable opportunity to review the information and submit a response.

After a request for review is received, the review will be completed within 60 days (or 45 days in the case of certain disability claims). You will be given notice of the decision on review unless special circumstances require an extension of time for processing the review.

If an extension is required, you will be notified within the initial 60-day (or 45-day in the case of certain disability determination requests) period specifying the reasons for the extension and when such review will be completed. The review will be completed within 120 days (or 90 days in the case of certain disability claims) after the date on which the request for review was filed. If an extension is required due to your failure to submit information necessary to decide your claim, the period for deciding the appeal will be suspended until the date on which you respond to the request for additional information.

You will be given notice of the decision on review and, if your appeal is denied, it will include:

- the specific reasons for the denial;
- reference to the specific Plan provisions upon which the denial is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits;
- a statement of your right to bring an action under section 502(a) of ERISA and, in the case of a disability determination, a description of any applicable contractual

limitation period that applies to your right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim;

- in the case of a disability determination, a copy of any internal rule, guideline, protocol or other similar criterion which was relied upon in denying the claim or a statement that the claim denial is not based on any such internal rule, guideline, protocol or other similar criterion;
- in the case of a disability determination, if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion), either an explanation of the scientific or clinical judgment, applying the terms of the Plan to your circumstances, or a statement that such an explanation is available upon request, free of charge; and
- in the case of a disability determination, a discussion of the decision, including, if applicable, an explanation of the basis for disagreeing with or not following (1) the views you have presented to the Plan of health care professionals treating you or vocational professionals who evaluated you, (2) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claim denial, without regard to whether the advice was relied on in the claim denial, and (3) any disability determinations made by the Social Security Administration that you have presented to the Plan.

Exhaustion of Review Remedies

You must properly file a formal claim for benefits and request a review of any complete or partial denial prior to seeking a review of your claim for benefits in a court of law. The Plan Administrator's decision on a Review of Claim Denial (see preceding section) shall be final.

After the Plan Administrator provides this final decision, you may seek judicial remedies in accordance with your rights under ERISA. You may not sue after two years from the date of loss upon which the lawsuit is based.

Plan Administrator's Powers

The Plan Administrator has the discretion and power, including, without limitation, discretionary power, to:

- make all determinations required for administration of the Plan;
- construe and interpret the Plan as necessary to carry out its intent and purpose; and
- facilitate operation of the Plan, including discretion to grant or to deny claims for benefits under the Plan.

All rules, regulations, determinations, constructions and interpretations made by the Plan Administrator shall be conclusive and binding.

Claims Procedures Questions

Any questions about the Claims Procedures or the process for requesting a review should be addressed to the Plan Administrator.

How You Could Lose or Delay Benefits

The Plan is an excellent way to build a source of income for your retirement. Yet, you should be aware of circumstances which could cause you to lose or cause a delay in payment of your benefits.

A delay in applying for benefits may cause a delay in the payment of benefits.

If you move and do not notify the CITGO Benefits Department of your new address, you will not receive any benefits until the CITGO Benefits Department is able to locate you.

A court may provide that some or all of your benefits are to be paid to an alternate payee such as a former spouse or a child pursuant to a Qualified Domestic Relations Order (see *Qualified Domestic Relations Orders* on page 18).

As noted elsewhere in this summary plan description, there are other situations in which you or your beneficiary may forfeit benefits. These include:

- if you die before you retire, unless a survivor benefit is payable (see page 17);
- if you die after you retire, unless a Joint and Survivor Annuity or the Continuous and Certain option is in effect;
- if your employment is terminated and you are not vested in the Plan benefit; or
- if your beneficiary intentionally causes your death (see *Loss of Eligibility to Receive Benefits* on page 18).

Funding Based Benefit Restrictions

The Internal Revenue Code requires the Plan to meet specified funding thresholds to pay lump sums or other accelerated distributions, provide continued benefit accruals, pay unpredictable contingent event benefits (UCEBs), or implement amendments improving benefits. The adjusted funding target attainment percentage (AFTAP) is the funded status measure used to determine which of these limitations (if any) apply, as summarized below. As of January 1, 2023, the AFTAP of the Plan is 80% or higher and the benefit restrictions do *not* apply. The Plan's AFTAP is reported in the annual funding notice provided to participants each April.

If the AFTAP is 80% or higher:

- Benefit accruals are *not* restricted.
- Lump sums and other accelerated distributions are not restricted unless the Company is in bankruptcy; if the Company is in bankruptcy, no lump sums or other accelerated distributions may be paid unless the Plan's actuary has certified that the AFTAP for the current year is at least 100%.
- Amendments increasing benefits cannot take effect unless funded to an AFTAP of at least 80% after taking the amendment into account.
- Plan may not pay UCEBs unless funded to an AFTAP of at least 60% after taking the UCEBs into account.

If the AFTAP is at least 60% but less than 80%:

- Benefit accruals are *not* restricted.
- If the Company is not in bankruptcy, the Plan may pay partial lump sums or other accelerated distributions; if the Company is in bankruptcy, no lump sums or other accelerated distributions may be paid.
- Amendments increasing benefits cannot take effect unless immediately funded.
- Plan may not pay UCEBs unless funded to an AFTAP of at least 60% after taking the UCEBs into account.

If the AFTAP is less than 60%:

- Benefit accruals must be frozen.
- The Plan may not pay lump sums or other accelerated distributions.
- No amendment increasing benefits may take effect.
- UCEBs cannot be paid unless immediately funded.

ADMINISTRATION

The Plan Administrator (known as the Benefit Plans Committee) is responsible for the administration of the Plan and has final discretionary authority:

- to interpret the Plan's provisions;
- to resolve any ambiguities in the Plan; and
- to determine all questions relating to the Plan, including eligibility for benefits.

The decisions of the Plan Administrator with respect to all issues and questions relative to the Plan will be final, conclusive, and binding on all persons. Other employees of the

Company may be delegated authority by the Plan Administrator to assist in the performance of these duties on its behalf.

The Employee Retirement Plans Committee is responsible for functions under the Plan involving control or management of Plan assets, including for developing a funding policy for the Plan, developing a general investment policy for trust assets and appointment of an investment manager for the trust assets. The Employee Retirement Plans Committee is also responsible for the appointment and retention of the trustees and insurance carriers. Other employees of the Company may be delegated authority by the Employee Retirement Plans Committee to assist in the performance of these duties on its behalf.

The trustees, insurance carriers, and investment managers shall have exclusive responsibility for the investment and management of the assets of the Plan transferred to each, as provided in the trust agreements, the insurance contracts, and the appointment agreements, and shall have no responsibilities other than those provided in the governing documents.

All forms, notices, directions, or other communications by a participant will not be deemed duly given, made, delivered or received until actually received by the Plan Administrator, Company or Employee Retirement Plans Committee, as applicable.

Plan Amendment, Merger, or Termination

The Company hopes to continue the Plan; however, the Board of Directors of CITGO Petroleum Corporation (or its designee) reserves the right to terminate or amend the Plan from time to time. In addition, the Benefit Plans Committee is authorized to adopt non-material amendments to the Plan. No amendment shall cause any of the trust assets of this Plan to be used for any purpose other than for the benefit of Plan participants prior to the satisfaction of all Plan benefit liabilities.

Upon complete or partial termination of this Plan, solely to the extent each participant's benefit is funded, each participant affected by the Plan termination will become immediately vested in the pension benefit he or she has accrued under the terms of the Plan as of the Plan's termination date. A partial termination may occur when a participating company withdraws from the Plan, thereby terminating the Plan for participants employed by the participating company, or when the Company or a participating company discontinues contributions to the Plan on a permanent basis. Any residual assets remaining in the Plan's trust fund after satisfaction of all liabilities to participants and beneficiaries under the Plan will be returned to the Company.

Special rules apply when the Plan is merged with another plan, or the Company makes an acquisition or disposition of assets.

OTHER INFORMATION YOU SHOULD KNOW

Online Information

You may be able to obtain online information about your benefit through the CITGO Pension Estimator web site. This service is currently available for most active employees.

The Pension Estimator allows you to review your pensionable earnings history and personal data used in administering your pension benefit. You also can estimate your pension benefit using different effective dates and ages. You can calculate and print estimates under different scenarios based on the variables you enter.

You can access the Pension Estimator through a link on CITGO's intranet or through <u>https://ipas.mercer.com/citgo/signon.html</u>. If you need assistance in using the CITGO Pension Estimator, you may contact the Benefits HelpLine at <u>Benefits@CITGO.com</u>.

Tax Considerations

Before choosing to begin your retirement payments under the Plan, you should keep in mind the tax consequences. A notice concerning possible tax treatment of a distribution from the Plan is included in the retirement package you will receive when you start the retirement process. However, neither this Summary Plan Description nor the notice is an adequate substitute for consultation with a competent professional tax advisor.

Tax laws are very complicated, and they change from time to time. They also affect different people in different ways depending upon individual circumstances. Therefore, the best source about how tax laws affect you is your personal tax advisor.

You are responsible for reporting any payments you receive from the Plan as taxable income on your annual Federal, state and local tax returns. You are also responsible for paying all applicable taxes. You will be given the opportunity to complete a Federal tax withholding election.

Assignment of Benefits

Under no circumstances may you assign your benefits or rights under this Plan, in whole or in part. Nor may your benefits or rights under this Plan be liable for or subject to any obligation or liability assumed by you at any time, subject to applicable law.

This means that your accrued retirement benefit cannot be sold, used as collateral for a loan, given away, or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your retirement benefits. However, all or a portion of your vested benefit under this Plan will be paid in accordance with a Qualified Domestic Relations Order (QDRO) if properly served on the Plan (see page 18).

Pension Insurance

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a Federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Many people receive all of the pension benefits they would have received under their Plan, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the Plan terminates; and
- certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates;
- some or all of the benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- benefits that are not vested because you have not worked long enough for the Company;
- benefits for which you have not met all of the requirements at the time the Plan terminates;
- certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and
- any non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you may still receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers. However, there is a ceiling on the amount of monthly benefit that the PBGC guarantees, which is adjusted periodically.

For more information about the PBGC and the benefits it guarantees, ask your Plan administrator or the PBGC. Inquiries to the PBGC should be addressed to:

PBGC Technical Assistance Branch 445 12th Street SW Washington, D.C. 20024 – 2101

The PBGC can also be reached by calling 202-326-4000 (not a toll-free number). TTY/TDD users may call the Federal relay service toll-free at 800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's Web site on the Internet at www.pbgc.gov.

Government Approval

In order to take advantage of the favorable tax treatment afforded to pension plans such as ours, the Plan has been designed so that it will qualify under various Federal laws and regulations of United States government agencies. The continuation of this Plan is subject to the Company obtaining and retaining required approvals from these various governmental agencies.

If the Plan Becomes Top Heavy

A plan is considered top-heavy when 60% or more of the benefits from the Plan are payable to highly paid employees.

It is unlikely that this Plan will become top-heavy. If the Plan does become top-heavy, you'll be notified. Special rules apply for any period of time a plan is top-heavy.

No Implied Promises

Participation in this Plan is not a guarantee of continued employment with your employer, nor is it a guarantee that Plan benefit levels will remain unchanged in future years. The adoption and maintenance of the Plan do not represent an employment contract between the Company and its employees. The Plan confers no right to employment upon any employee. Adoption and maintenance of the Plan does not prohibit the Company from discharging an employee at any time nor do they interfere in any way with an employee's right to terminate at any time.

ADDITIONAL INFORMATION

As a participant or beneficiary under this Pension Plan you have certain rights and protections as more fully described within the Statement of ERISA Rights that is included in this section. Other important information about the Pension Plan is provided below:

Name of Plan:	CITGO Petroleum Corporation Salaried Employees' Pension Plan
Type of Plan:	Defined Benefit Pension Plan
Plan Sponsor:	CITGO Petroleum Corporation 1293 Eldridge Parkway Houston, TX 77077 832-486-4000
Plan Sponsor's Employer Identification	
Number:	73-1173881
Plan Administrator:	Benefit Plans Committee – Secretary CITGO Petroleum Corporation P.O. Box 4689 Houston, TX 77210-4689 Toll free 1-888-443-5707
	or
	Benefit Plans Committee CITGO Petroleum Corporation 1293 Eldridge Parkway Houston, TX 77077 Toll free 1-888-443-5707
Plan Number:	004
Plan's Initial Effective Date:	January 1, 1991

Plan Year:	January 1 through December 31
Plan Funding:	The Plan is funded by employer contributions under a Trust Agreement. The contributions are actuarially determined.
Trustee:	BOK Financial 1 One Williams Center, Suite 1 Tulsa, OK 74172
Participating	
Companies:	A "Participating Company" in the Plan for purposes of this summary means CITGO or any Related Company which has adopted the Plan. Upon written request to the Plan Administrator, participants and beneficiaries may receive a complete list of the Participating Companies in the Plan.
Benefits HelpLine:	Email: Benefits@CITGO.com
Benefits Department:	CITGO Petroleum Corporation Attn: Benefits Department P.O. Box 4689 Houston, TX 77210-4689 Email: <u>Benefits@CITGO.com</u>

Plan Governance

The Plan will be governed by, and construed in accordance with, the laws of the United States of America. Subject to the foregoing sentence, the Plan and all rights thereunder will be construed in accordance with the laws of the state of Texas.

Rollovers

Amounts received from other qualified retirement plans may not be rolled over or transferred to the Plan.

You may elect to roll over the portion of your distribution from the Plan that qualifies as an eligible rollover distribution (cashout or single sum payments only) directly to an IRA or another qualified plan that accepts rollover contributions.

Agent for Service of Legal Process

If you feel you have cause for legal action, legal process may be presented to the Secretary of the Benefit Plans Committee at the address shown previously in this section for the Plan Administrator.

Service of legal process may also be made upon the Benefit Plans Committee or any Trustee of the Plan.

YOUR RIGHTS UNDER ERISA

For purposes of the ERISA rights statement, "Plan" refers to the CITGO Petroleum Corporation Salaried Employees' Pension Plan.

Under the Employee Retirement Income Security Act of 1974 (ERISA), the Company is required to provide you with the following statement of ERISA Rights to fully inform you of your rights as a participant under those benefit plans subject to ERISA.

Receive Information About Your Plan and Benefits

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. 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, all documents governing the Plan, including insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan 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 whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement 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 plan. 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under this Plan or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit under this Plan 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 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 Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

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 U.S. 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 the Plan, 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, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at 1-888-444-3272.

DEFINITIONS

This Plan description has been written in a simplified manner that is intended to help explain this Plan as clearly as possible. These words specifically apply to the CITGO Petroleum Corporation Salaried Employees' Pension Plan.

"Actuarial Equivalent" means two benefits that are paid on different dates or in different forms of payment but that are equal in value under a given set of actuarial assumptions relating to interest rate and life expectancy as set forth in the Plan document.

"Benefits HelpLine" is a resource you may contact for assistance with any benefits related issues. The Benefits HelpLine is available by email at <u>Benefits@CITGO.com</u>.

"Code" means the Internal Revenue Code, as amended from time to time.

"**Company**" means CITGO Petroleum Corporation or any Related Company participating in the Plan (see page 35). As appropriate, depending on the context, Company may mean PDVSA Services, Inc. ("PSI").

"Plan" means the CITGO Petroleum Corporation Salaried Employees' Pension Plan.

"**Plan Year**" means the annual 12-month period beginning on January 1 and ending on December 31.

"Qualified Domestic Relations Order" ("QDRO") means a domestic relations order that creates or recognizes the right of an alternate payee (who can be your spouse, former spouse, child, or other dependent) to receive all or a portion of your benefit under this Plan. "Related Company" means any corporation or other business entity included in the controlled group of corporations within which CITGO Petroleum Corporation is also included, as provided in Code Section 414(b), or which is a trade or business under common control with CITGO Petroleum Corporation, as provided in Code Section 414(c), or which constitutes a member of an affiliated service group within the meaning of Code Section 414(m), or which has been so designated by CITGO Petroleum Corporation for one or more purposes under the Plan and any other entity required to be aggregated with CITGO Petroleum Corporation pursuant to regulations under Code Section 414(o). References to CITGO Petroleum Corporation in this definition may mean PDVSA Services, Inc., depending on the context.

"Social Security Retirement Age" means the age used as the retirement age under Section 216(I) of the Social Security Act applied without regard to the age increase factor and as if the Early Retirement Age under Section 216(I)(2) of the Social Security Act were 62 or the meaning of such term in Code Section 415(b)(2) as it may be amended from time to time.

"You" or "Your" (even if not capitalized) means you, the employee, and does not mean your dependents or any other person, institution or other entity.

These meanings will apply whenever these words are used unless a different meaning is clearly indicated in the text. There may be places where other words are used that also have important and specific meanings, and these words and their definitions are identified in the text of the description.