Pension Plan for Hourly Employees of CITGO Refining and Chemicals

Summary Plan Description
As in effect January 1, 2012

In the event of any conflict between this Summary Plan Description (SPD) and the actual text of the Pension Plan for Hourly Employees of CITGO Refining and Chemicals, the more detailed provisions of the actual text will control. You can receive a copy of the actual text from the Plan Administrator upon written request (see page 18 for the Plan Administrator's address).

Pension Plan Highlights

Eligibility	You are eligible if you were a participant in the Plan on December 31, 2002. No new entrants may join the Plan.
Retirement Age	Normal Retirement — Age 65 or 5th anniversary of Plan participation, if you become a participant after attaining age 60. Early Retirement — Age 55 with 15 years of Vesting Service, or age 60 with 10 years of Vesting Service. Terminated Vested Retirement — Usually at age 65, but can begin earlier if certain requirements are met.
Normal Retirement Benefit Calculation	Greater of (A) or (B) below: (A) 1.6% **X** Final Average Earnings **X** Years of Credited Service (up to 35) ***minus*** Social Security Offset (a portion of your estimated Social Security benefit) (B) Minimum Benefit (requires 10 years of Credited Service)$144 **X** Years of Credited Service (up to 35) Final Average Earnings and Years of Credited Service are frozen as of your Freeze Date (December 31, 2002 for most participants, excluding LTD Participants)
Forms of Payment	Standard Forms: • If you are single — Ten Year Certain and Continuous Annuity (monthly payments for your lifetime, with a guarantee of ten years of payments). • If you are married — Standard Joint and Survivor Annuity (monthly payments for your lifetime, with 50% of that amount continuing to your surviving spouse should you die first). Optional Forms (with consent of your spouse): • Single Life Annuity (monthly payments for your lifetime only). • Ten Year Certain and Continuous Annuity. • Joint and Survivor Annuity (with a percentage you elect continuing to your survivor after your death). • Single Sum Payment (if the value of your benefit is no more than $10,000).

PURPOSE

The purpose of the Pension Plan for Hourly Employees of CITGO Refining and Chemicals (the "CRC Hourly Pension Plan" or "Plan") is to help build a foundation for a financially secure retirement. The Plan provides retirement income to supplement income from other sources such as Company-sponsored savings plans, Social Security and your own savings.

The Plan is sponsored by CITGO Refining and Chemicals Company L.P. (the "Company") and is funded by contributions made by the Company. The Plan is designed as a qualified defined benefit plan as defined by the Internal Revenue Service ("IRS"). Therefore, you should not ordinarily owe any income taxes on the contributions the Company makes to the Plan on your behalf until you ultimately receive benefits from the Plan.

Most benefits payable under the Plan were frozen as of December 31, 2002. Generally, only Credited Service (see page 2) and earnings accrued as of December 31, 2002 are used to calculate benefits payable under the Plan, except for certain participants who were receiving Long Term Disability Program ("LTD") benefits as of that date. No future benefits accrue after December 31, 2002, except for LTD Participants.

No new participants may enter the Plan after December 31, 2002.

This Summary Plan Description (SPD) describes the benefits available under the Plan, as well as the Plan's limitations and exclusions. As a participant in the Plan, you should become familiar with the Plan's basic provisions and features. Failure to comply with Plan procedures could result in a delay or even a reduction in benefits payable from the Plan.

ELIGIBILITY

Who is Eligible

You are eligible to participate in the CRC Hourly Pension Plan if you were a participant in the Plan on December 31, 2002. Generally, you would have been a participant if you were an hourly employee, or an employee subject to collective bargaining, at the Corpus Christi Refinery on that date.

Who is Not Eligible

You are not eligible to participate in the Plan if you were **not** a participant as of December 31, 2002.

When Participation Began

If you were an eligible employee prior to December 31, 2002, you automatically became a participant in the Plan if you had completed the eligibility requirements. This would usually have been on the first day of the calendar month coinciding with or next following your hire at the Corpus Christi Refinery as an hourly employee of the Company.

Categories of Participation

The Plan has three categories of participants:

- **"Transferred Participants"** are eligible participants who were actively at work as of December 31, 2002, and transferred out of the Plan on that date. Most participants in the Plan are Transferred Participants.
- **"Previously Transferred Participants"** are individuals who at one time were eligible participants, but who had transferred prior to December 31, 2002 to a class of employees not eligible to participate in the Plan.
- **"LTD Participants"** are eligible participants who were receiving Long Term Disability Benefits from a Company-sponsored Long Term Disability Plan as of December 31, 2002. If an LTD Participant returns to active employment with the Company or a Related Company, he or she will be reclassified as a Transferred Participant on the date of return to active employment.

SERVICE

The Plan considers two types of service:

- Vesting Service; and
- Credited Service.

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 another participating employer — from your date of hire to your termination date. This includes service with Champlin Refining and Chemicals, Inc., CITGO Petroleum Corporation or another prior employer that was recognized for vesting purposes under a prior plan. Vested at 100% means that you will be entitled to your retirement benefits under the Plan even if you leave employment before retirement.

You are credited with one year of Vesting Service for each year (measured from your date of hire) you are employed by the Company. If you terminate employment on or after January 1, 1989, you become 100% vested in accordance with the following schedule:

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

Since new entrants into the Plan ceased in 2002, all current participants are already 100% vested. However, you continue to accrue Vesting Service while you are employed by the Company or another participating employer.

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.

Credited Service

Credited Service is used to determine the amount of your benefit under the Plan. After you became a Plan participant, you earned Credited Service for every month in which you were in a class of employees eligible to participate and received pay from the Company or an affiliated employer until your specific "Freeze Date," up to a maximum of 35 years of Credited Service.

Your specific Freeze Date is the date on which Credited Service accruals were frozen (or will be frozen) for purposes of calculating benefits payable under the Plan.

- **Transferred Participants** who were actively at work on December 31, 2002 — Your Freeze Date is December 31, 2002. The Credited Service you had accrued on that date is the service that will be used to calculate any benefits ultimately payable under the Plan.
- **Previously Transferred Participants** who were actively at work on December 31, 2002 — Your Freeze Date was the last day prior to December 31, 2002 for which you received pay while in a class of employees eligible to participate.
- **LTD Participants** who were receiving LTD benefits on December 31, 2002 — Your Freeze Date will be the last day you are eligible to receive LTD benefits, whether your LTD benefits end due to retirement, return to work or recovery without returning to work.

> Note that Credited Service accruals were frozen on or before December 31, 2002 except for LTD Participants.

Your Credited Service includes credit for any "Credited Service" you had under a prior plan. However, your Credited Service does not include credit for any period:

- between the time you terminated employment and the time you were rehired; or
- during which you were employed by an Affiliated Company that did not participate in the CRC Hourly Pension Plan.

CHANGES IN EMPLOYMENT STATUS

Transfers and Rehires

Because Credited Service accruals under the Plan ceased on December 31, 2002 for all participants except LTD Participants, most changes in employment status after that date will not affect your Plan benefit. Changes that occurred before that date may affect your benefit.

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 Credited Service.

If, after becoming a participant of the Plan, you transferred to a position with an Affiliated Company which is not participating in the Plan, you continued to earn Vesting Service under the Plan. However, you no longer earned Credited Service. When you eventually leave both the Affiliated Company and the Company, your retirement benefits under this Plan will be determined.

It is your responsibility to inform the Benefits HelpLine (call toll-free at 1-888-443-5707) 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.

Return to Work After Payments Begin

If you return to work after monthly retirement payments begin and you work for at least eight days in a calendar month, your payments will be suspended. When you leave employment again, the amount of your new monthly retirement payment will be re-determined as if you were retiring on the date of your later termination, but taking into account the benefits you had received before you were re-employed. The benefit cannot be less than your benefit at the time of the prior termination. In no case will Credited Service be given for any period of employment after your Freeze Date (December 31, 2002 for most participants).

Maternity or Paternity Leave

If you are away from work because of a maternity or paternity leave, you can, under certain circumstances, avoid incurring a break in service under the Plan. Before you take a maternity or paternity leave, you should contact the Plan Administrator to determine how the leave may affect your service. For purposes of the Plan, maternity or paternity leave includes time you are absent from work due to:

- pregnancy;
- the birth of your child;
- placement of a child with you in connection with adoption; and/or
- your care of a child immediately after birth or placement for adoption.

RETIREMENT BENEFIT

The CRC Hourly Pension 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 monthly benefit is calculated under the provisions of the Plan.

> Keep in mind that for Transferred Participants with a Freeze Date of December 31, 2002, benefits payable under the Plan were frozen as of that date. Service and earnings after that date are not recognized for purposes of the calculation. (See page 2 for an explanation of Freeze Date.)

The calculation of your retirement benefit is based on the factors described below. As used here, "Company" includes any prior employer whose service is recognized for purposes of the Plan.

Final Average Earnings

Your average monthly pay during your highest-paid 36 consecutive months of employment with the Company during the 10 year period ending with your specific Freeze Date for Transferred Participants and LTD Participants, or your termination date for Previously Transferred Participants.

Your earnings include regular pay, regularly scheduled overtime pay at straight-time rates and any pretax contributions you make to savings or other benefit plans, but exclude other forms of earnings such as bonuses, extra pay, non-regularly scheduled overtime pay or shift differential.

Years of Credited Service

The completed years and full months you worked for the Company in an eligible class of employees, up to your specific Freeze Date. Credited Service is limited to a maximum of 35 years.

Social Security Offset

A reduction based on your estimated Social Security benefit to recognize the fact that the Company pays half of your Social Security payroll tax.

The reduction is calculated as:

1.667%
X
Estimated primary Social Security benefit payable to you as of your Normal Retirement Date (see page 6)
X
Years of Credited Service(up to a maximum of 30 years)

The estimate of your Social Security benefit will be based on your actual earnings with the Company and an estimate of earnings prior to joining the Company. If you want a more accurate calculation, you have the right to provide the Company with an official record of your Social Security wages obtained from the Social Security Administration.

Minimum Benefit

A minimum benefit payable under the Plan, calculated as:

$144
X
Years of Credited Service (up to a maximum of 35 years)

The minimum benefit is applicable only to an employee who is either age 55 with 15 years of Credited Service, or age 60 with 10 years of Credited Service.

Retirement Benefit Calculations

All retirement benefit calculations begin with the calculation of an amount payable as a Ten Year Certain and Continuous Annuity paid to you monthly for your lifetime starting at age 65. This amount may then be adjusted for early retirement or other optional forms of benefit you may elect.

If the present value of your vested accrued benefit is $5,000 or less when you terminate employment, you may elect to receive an immediate cashout (see page 8) of your benefit, regardless of your age. If the present value of your vested accrued benefit is $1,000 or less when you terminate employment, you will automatically receive an immediate cashout of your benefit.

Normal Retirement

Your monthly normal retirement benefit will be the greater of (A) or (B) below:

(A) An amount calculated using the following formula:

1.6% **X** Final Average Earnings **X** Years of Credited Service (up to 35 years)

minus

Your Social Security Offset

(B) Your Minimum Benefit, calculated as shown on page 3. *(You must have at least 10 years of Credited Service as of your Normal Retirement Date to be eligible for the Minimum Benefit.)*

The calculation above determines the annual pension amount payable on your normal retirement date under the Ten Year Certain and Continuous form of payment option (see page 8). If your benefit is paid under any other form of payment (see page 9) 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.

If you were a participant in certain predecessor or prior plans, your benefit will be the *greater* of the benefit calculated as shown, or the benefit calculated using certain alternate formulas related to the predecessor or prior plans. Contact the Benefits Department for more information.

EXAMPLE: Normal Retirement Calculation

Assumptions:

- You plan to retire in 2012 at age 65.
- You had 22 years of Credited Service as of your Freeze Date of December 31, 2002.
- Your Final Average Earnings (based on the highest 3 years within the 10 years prior to your Freeze Date) are $55,000.
- Your estimated annual Social Security Benefit is $15,000.

Calculation:

(A) 1.6% **X** $55,000 **X** 22 years	$ 19,360
minus	
Social Security Offset of 1.667% **X** $15,000 **X** 22 years	– $ 5,501
Normal annual retirement benefit	$ 13,859
	÷ 12
Normal monthly retirement benefit	$ 1,155
(B) Minimum Benefit Calculation (Annual) 22 years **X** $144	$ 3,168
	÷ 12
Minimum Benefit (Monthly)	$ 264
You would receive the greater of (A) or (B)	$ 1,155 *

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

Early Retirement

If you are eligible for early retirement (see page 6), terminate employment with ten or more years of Vesting Service after age 55 and start receiving your Plan benefit before you attain normal retirement age (see page 6), your pension benefits will be reduced for each year (prorated monthly) that you start your pension early. This reduction for early commencement reflects the fact that you will be receiving your pension payments over a longer period of time.

The Early Retirement Reduction Factors chart shows the reduction factors that will be applied if you elect to start your pension early, based on your age when you start your pension. Note that there are two sets of reduction factors.

The first set applies to the calculation of the pre-offset benefit and the minimum benefit, and is effectively 5% a year for each year below age 60. The second set applies only to the calculation of the Social Security Offset.

Early Retirement Reduction Factors		
Age	**Reduction Applied to Pre-Offset Benefit and Minimum Benefit**	**Reduction Applied to Social Security Offset**
65	100%	100%
64	100%	91%
63	100%	83%
62	100%	75%
61	100%	69%
60	100%	63%
59	95%	58%
58	90%	53%
57	85%	49%
56	80%	45%
55	75%	42%

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

EXAMPLE: Early Retirement Reduction

Assumptions:

- You plan to retire in 2012 at age 57.
- You had 20 years of Credited Service as of your Freeze Date of December 31, 2002.
- Your Final Average Earnings (based on the highest 3 years within the 10 years prior to your Freeze Date) are $55,000.
- Your estimated annual Social Security Benefit is $15,000.

Calculation:

(A) 1.6% **X** $55,000 **X** 20 years	
X *85% reduction*	$ 14,960
minus	
Social Security Offset of	
1.667% **X** $15,000 **X** 20 years	
X *49% reduction–*	$ 2,450
Normal annual retirement benefit	$ 12,510
	÷ 12
Normal monthly retirement benefit	$ 1,042
(B) Minimum Benefit Calculation (Annual)	
20 years **X** $144	
X *85% reduction*	$ 2,448
	÷ 12
Minimum Benefit (Monthly)	$ 204
You would receive the greater of (A) or (B)	**$ 1,042**

Late Retirement

Your late retirement benefit is figured as shown under *Normal Retirement* (see page 4).

If you are continuing employment after you reach age 70½ you have two options:

- You can begin your retirement benefit while still employed; or
- You can defer the benefit until the first day of the month after you leave employment.

If you defer your benefit, the benefit will be actuarially increased in accord with IRS regulations to take into account the period of time after age 70½ in which you are not receiving benefits.

Terminated Vested Retirement

If your employment with the Company ends before you are eligible for early retirement (see page 6) but after you are 100% vested, you are eligible for a terminated vested benefit. This benefit is payable at normal retirement age (age 65). However, you may elect to have payments begin as early as:

- Age 55, if you had 15 years of Vesting Service when you left the Company; or
- Age 60, if you had 10 years of Vesting Service when you left the Company.

If you are eligible for and elect an early terminated vested retirement benefit, your benefit will be reduced for each year (prorated monthly) that you start your pension before age 65. The reduction for early commencement before age 65 reflects the fact that you will be receiving your pension payments over a longer period of time.

The following chart shows the reduction factors that will be applied if you elect to start your terminated vested benefit early, based on your age when you start your benefit. Like the chart of Early Retirement Reduction Factors discussed earlier, there are two sets of reduction factors.

The first set applies to the calculation of the pre-offset benefit and the minimum benefit, and is effectively 5% a year for each year below age 65. The second set applies only to the calculation of the Social Security Offset.

Actuarial Reduction Factors

Age	Reduction Applied to Pre-Offset Benefit and Minimum Benefit	Reduction Applied to Social Security Offset
65	100%	100%
64	95%	91%
63	90%	83%
62	85%	75%
61	80%	69%
60	75%	63%
59	70%	58%
58	65%	53%
57	60%	49%
56	55%	45%
55	50%	42%

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

EXAMPLE: Actuarial Reduction

Assumptions:
- You terminate prior to age 55 and want to begin your retirement benefit at age 55.
- You had 20 years of Credited Service as of your Freeze Date of December 31, 2002.
- Your Final Average Earnings (based on the highest 3 years within the 10 years prior to your Freeze Date) are $55,000.
- Your estimated annual Social Security Benefit is $15,000.

Calculation:

(A) 1.6% **X** $55,000 **X** 20 years		
X *50% reduction*		$ 8,800
minus		
Social Security Offset of		
1.667% **X** $15,000 **X** 20 years		
X *42% reduction*	–	$ 2,100
Normal annual retirement benefit		$ 6,700
	÷	12
Normal monthly retirement benefit		$ 558
(B) Minimum Benefit Calculation (Annual)		
20 years **X** $144		
X *50% reduction*		$ 1,440
	÷	12
Minimum Benefit (Monthly)		$ 120
You would receive the greater of (A) or (B)		$ 558 *

** Payable as a standard Ten Year Certain and Continuous annuity. If you choose an optional form of payment, your benefit would be adjusted accordingly.*

LIMITS ON BENEFITS

Federal law limits the maximum amount of pay which can be considered for pension benefits. For the Plan Year beginning January 1, 2012 the limit is $250,000. However, this limitation is not likely to affect you.

Federal law also limits the benefit payable and the earnings that may be considered under defined benefit plans for Highly Compensated Employees. You will be notified if these limits apply to you.

If your retirement benefits are limited by law, you may be eligible for an additional supplemental retirement benefit. You will be notified if you are eligible for this provision.

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

Your normal retirement age is 65.

The first day of the month coinciding with or next following the month in which you reach normal retirement age 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 begin on your normal retirement date.

Early Retirement

If you leave employment with the Company after you reach age 55 and before you reach age 65, and you have at least 10 years of Vesting Service, you are eligible to receive an early retirement benefit if you satisfy either of the following circumstances:

- You have reached age 55 and have at least 15 years of Vesting Service; or
- You have reached age 60 and have at least 10 years of Vesting Service.

If you elect early retirement, your monthly pension benefit will be smaller than if you had stayed with the

Company until age 65 because:

- You are usually 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 5).

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 a reduced benefit based on your age at the time that payments begin, in accordance with the schedule of Early Retirement Reduction Factors (see page 5). Payment of your postponed early retirement benefits will begin at age 65, unless you request them to begin earlier.

Terminated Vested Retirement

If you leave employment with the Company after you are 100% vested but before you satisfy the requirements for early retirement, you are eligible for a terminated vested retirement benefit. At the time of termination, you will be given a written statement showing the monthly amount payable to you from the Plan beginning at your normal retirement date.

Terminated vested retirement benefits usually begin at your normal retirement age (which is generally age 65). However, you may elect to have payments begin as early as:

- Age 55, if you had 15 years of Vesting Service when you left the Company; or
- Age 60, if you had 10 years of Vesting Service when you left the Company.

The date payments begin is your terminated vested retirement date.

Payments starting before your normal retirement date are actuarially reduced. The actuarial reduction factors applicable to terminated vested retirement benefits can be found on page 6.

An actuarial calculation (either a reduction or an increase) is a calculation that is designed to deliver the same total benefit over your lifetime (starting at one age) as a similar benefit that starts at a different age. The actuarial calculation takes into account statistics about age, life expectancy and other factors.

For an actuarial reduction, payments are lower because they are expected to be paid over a longer time period — just like an early retirement reduction. For an actuarial increase, payments are higher because they are expected to be paid over a shorter time period.

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 separation from the Company. 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. If you are continuing employment after you reach age 70½ you have two options:

- You may begin your retirement benefit while still employed; or
- You may defer the benefit until the first day of the month after you leave employment.

If you defer your benefit, the benefit will be actuarially increased in accord with IRS regulations to take into account the period of time after age 70½ in which you are not receiving benefits.

DISABILITY BENEFITS

If you are an LTD Participant, as defined on page 1, you will receive credit for Credited Service for the period of your disability until the **earliest** of these events:

- you recover from your disability and return to active work (in which case you are reclassified as a Transferred Participant and further Credited Service accruals end); or
- you no longer qualify for LTD benefits; or
- you retire and start receiving benefits under the Plan.

When you elect to retire as an LTD Participant, the amount of your normal, early or terminated vested retirement benefit will be calculated in the same manner as any other retirement benefit, except that:

- Credited Service will include credit for the period of your disability, see page 2;

- your Final Average Earnings will be frozen as of the date the disability began; and
- your Social Security Offset will be frozen as of the date the disability began.

Benefits are payable at normal retirement (age 65). However, you also have the option to begin payments as early as age 55, as long as you satisfy the requirements for early retirement (see page 6). The Early Retirement Reduction Factors shown on page 5 would apply.

If you are a Transferred Participant who on or after January 1, 2005 becomes eligible for "Disability Retirement" under the Retirement Plan of CITGO Petroleum Corporation and Participating Subsidiary Companies, then you will be eligible to commence benefits under this CRC Hourly Pension Plan under the *Early Retirement* provisions described on pages 4 and 10, upon attainment of age 55 without regard to your years of Vesting Service (provided you are not a Highly Compensated Employee).

HOW BENEFITS ARE PAID

The Plan offers a number of different ways in which you may receive your benefit. You can choose payments which last for your lifetime alone — or you can extend payments to cover the life of another person besides yourself, should you die before that person. Your monthly payments are smaller if you cover another person, because two lifetimes are involved and monthly payments are expected to continue for a longer period.

Generally, your payments are effective on the date you elect to retire, if you complete and return the appropriate forms in a timely manner.

Applying For Benefits

Current CITGO procedures generally require you to provide at least 45 days (but not more than 90 days) notice to initiate the retirement process.

- Active employees should give notice to their Human Resources Representative.
- Former employees should contact the Benefits HelpLine by phone at 1-888-443-5707, or via email at Benefits@CITGO.com.

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 make your elections after you receive the forms and estimates. You should fully complete and return the election forms at least 30 days before the date you want to retire, or you will need to request new forms for a later retirement date.

> If you do not return the forms within 90 days after we send them to you — or if you choose a pension starting date more than 90 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 11), regardless of any other election you have made.

If you are married and elect a form of payment other than the normal form (as described on the right), your spouse must consent in writing for the election to be effective. If you are married and you elect a benefit other than the 50% Joint and Survivor Annuity, you can revoke the election, without your spouse's consent, at any time before your retirement date. In this case, the automatic 50% Joint and Survivor Annuity form of benefit will be reinstated — or you can elect another form of benefit with your spouse's written consent.

Normal Forms of Payment

If the total value of your retirement benefit is more than $5,000, 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 Ten Year Certain and Continuous Annuity. Under this form of payment, you receive a monthly benefit for the rest of your life, with a guarantee that at least 10 years (120 months) 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 — or may elect to receive the actuarial present value of the remaining payments in a single lump sum.

- *If you are married* when benefits begin, your normal form of payment is a Standard Joint and Survivor Annuity for you and your spouse. Under this form of payment, you receive monthly payments for the rest of your life. After your death, 50% of your benefit will be paid to your spouse for his or her lifetime. To reflect the fact that benefits are paid over two lifetimes, the Joint and Survivor Annuity amount payable to you is less than the Ten Year Certain and Continuous 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 as a Ten Year Certain and Continuous Annuity. The amount is then converted to a Standard Joint and Survivor Annuity using actuarial factors reflecting the joint life expectancies of you and your spouse.

Regardless of whether you are single or married, if the actuarial present value of your vested accrued benefit is $5,000 or less when you terminate employment, you are eligible to receive a cashout (a single sum payment) as soon as administratively possible. If this value is $1,000 or less, the cashout will be automatic. If this value is more than $1,000 but not more than $5,000, you may elect to receive the cashout and no other forms of payment are available.

You may elect to roll over the portion of your cashout that qualifies as an eligible rollover distribution (see page 19) directly to an IRA or another qualified plan that accepts rollover contributions.

If you receive a cashout, 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.

Optional Forms of Payment for Normal, Early and Late Retirements

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:

- **Single Sum Payment** — If the actuarial present value of your vested accrued benefit is greater than $5,000 but not greater than $10,000 at the time of your 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 19) 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. Monthly payments stop at your death. Monthly payments under this form will be slightly higher than those payable under the Ten Year Certain and Continuous Annuity form, because there is no guarantee of 120 monthly payments.
- **Joint and Survivor Annuity** — At the time you retire, you elect a percentage (up to 100%) of your retirement benefit you wish to continue to your named survivor — who can be your spouse, a relative or a friend. You receive an actuarially reduced monthly benefit for your lifetime. After your death, your named survivor receives the elected percentage of your benefit until his or her death. To reflect the fact that benefits are paid over two lifetimes, the Joint and Survivor Annuity amount payable to you is less than the Single Life Annuity amount.
- **Ten Year Certain and Continuous Annuity** — You receive a monthly benefit for the rest of

EXAMPLE: Optional Forms of Payment		
Assumptions: • You are age 60 and your early retirement benefit is $1,000 per month (based on service up to your Freeze Date). • Your spouse is age 58, two years younger. • Your estimated monthly Social Security benefit payable at age 62 is $921. • You are trying to decide what form of payment to take.		
Form of Payment	**Your Monthly Benefit**	**Your Survivor's Benefit If You Die**
Ten Year Certain and Cont. Annuity	$ 1,000	$ 1,000 if 120 payments have not been been made, thereafter $0
Single Life Annuity	$ 1,065	$ 0 (payments end)
50% Joint and Survivor Annuity	$ 916	$ 458
100% Joint and Survivor Annuity	$ 809	$ 809

Form of Payment	Your Monthly Benefit Before Age 62	Your Monthly Benefit After Age 62	Your Survivor's Benefit If You Die
Level Income Option	$ 1,764	$ 843	$ 0 (payments end)

your life, with a guarantee that at least 10 years (120 months) 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 — or may elect to receive the actuarial present value of the remaining payments in a single lump sum.

You may designate primary and contingent beneficiaries. If you, your primary and your contingent beneficiaries all die before the 120 months of payments have been made, the remaining monthly benefits will be paid in a single sum to the estate of the last survivor.

- **Level Income Option** — *This option is only available if you retire before age 62.* It is designed to allow you to retire before age 62 (when reduced Social Security benefits are first payable) and keep your retirement income fairly level during retirement. When you retire before age 62, your retirement benefit is *increased* by an amount estimated to be your age-62 Social Security benefit. When you reach age 62, your benefit is *decreased* by this amount, whether or not you actually begin receiving Social Security benefits. This allows your total retirement income (Plan benefit plus Social Security) to remain approximately level throughout your retirement.

  The reduced monthly payments will continue for your lifetime. Because this option is based on the value of the Single Life Annuity option, no benefit is payable to a survivor upon your death.

The calculation of the amounts payable under the various options is based on the ages of you and your designated beneficiary, if any. Some examples are shown in the chart.

Optional Forms of Payment for Terminated Vested Retirements

You can elect some, but not all, of the optional forms of payment described on page 9 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:

- **Single Sum Payment** — If the actuarial present value of your vested accrued benefit is greater than $5,000 but not greater than $10,000 at your retirement, you may elect, at any time before your retirement date, to receive a single sum payment as soon as administratively possible.
- **75% Joint and Survivor Annuity** — You receive an actuarially reduced monthly benefit for your lifetime. After your death, your named survivor receives 75% of your benefit until his or her death. Your named survivor can be your spouse, a relative or a friend. To reflect the fact that benefits are paid over two lifetimes, the Joint and Survivor Annuity amount payable to you is less than the Single Life Annuity amount.
- **Ten Year Certain and Continuous Annuity** — You receive a monthly benefit for the rest of your life, with a guarantee that at least 10 years (120 months) 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 — or may elect to receive the actuarial present value of the remaining payments in a

single lump sum.

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. If you do so, the Standard 50% 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

There are rules for determining if a benefit is payable to anyone else following your death, either before or after you retire. These rules vary depending upon your Company employment status and your marital status.

Single Employees

If you are single, have left the Company, were eligible for and elected deferred early retirement when you left but **have not begun** retirement benefits, and die, your beneficiary is eligible for a death benefit. Your beneficiary may elect:

- to receive 120 monthly payments under the Ten Year Certain and Continuous option, beginning the month following your death; or
- a single lump sum payment equal to the actuarial present value of the 120 monthly payments, regardless of whether this amount is more than $10,000.

If you are single, have left the Company, **have begun** retirement benefits under any form of payment, and die, any survivor benefits will depend on the form of payment and beneficiary election you made at the time of retirement.

Survivor benefits under the Plan are not payable under any other circumstances to single employees, whether active or terminated.

Married Employees

If you are married, die, and **have not begun** benefits under the Plan (regardless of whether you are an active employee or a former employee), your surviving spouse is eligible for a death benefit from the Plan if you are vested in your Plan benefits and your spouse survives until the date the death benefit is payable. The two forms of death benefit are:

- Spouse's Benefit; and
- Pre-Retirement Survivor's Annuity.

Your surviving spouse will receive whichever form applies in your specific circumstances — in no case will more than one type of death benefit be payable. The death benefit is payable to your spouse on the **later** of:

- the date of your death; or
- the date on which you would have reached earliest retirement age under the Plan.

Single Sum Payments

If the death benefit has a value of $1,000 or less, the benefit **will be paid** to your spouse in a single sum payment as soon as practical after your death. If the value is more than $1,000 but not more than $5,000, the benefit **may be paid at your spouse's request** in a single sum payment at any time after your death.

If you are married, die, and **have begun** benefits under the Plan, any survivor benefits will depend on the form of payment and beneficiary election you made at the time of retirement.

Spouse's Benefit

This benefit is payable to your surviving spouse if you:

- are vested in your Plan benefits; and

- die before starting to receive benefits under the Plan, either:
  - while employed at any age, or
  - whether or not you are employed at the time of death, after reaching earliest retirement age while employed.

This benefit pays your spouse monthly income for life, beginning on the **later** of:

- the first day of the month immediately following your death; or
- what would have been your earliest retirement date based on your actual Vesting Service.

The amount of the benefit is 50% of the amount you would have received as a Standard Joint and Survivor Annuity, based on Credited Service through your Freeze Date.

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 on page 5. If your spouse does not begin the benefit immediately following your death, the benefit will be increased to reflect a delayed starting date, again according to the table of Early Retirement Reduction Factors.

If your spouse does not elect to begin benefits early, benefits will begin immediately following the **later** of either:

- the date of your death; or
- what would have been your normal retirement date (age 65).

If your spouse dies before payments begin, no Spouse's Benefit will be payable.

Pre-Retirement Survivor's Annuity

This benefit is payable to your surviving spouse if you:

- are vested in your Plan benefits;
- leave employment before your earliest retirement date; 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.

The amount of the benefit is 50% of the amount you would have received as a Standard Joint and Survivor Annuity, based on Credited Service through your Freeze Date.

If your spouse begins the benefit before your normal retirement date (age 65), the benefit will be reduced according to the table of Actuarial Reduction Factors on page 6. If your spouse does not begin the benefit immediately following your death, the benefit will be increased to reflect a delayed starting date, again according to the table of Actuarial Reduction Factors.

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 spouse dies before payments begin, no Pre-Retirement Survivor's Annuity will be payable.

Naming a Beneficiary

Your beneficiary is the person or persons you choose to receive your retirement benefits in the event of your death.

If you are married, your spouse is automatically your beneficiary. To name someone other than your spouse as your beneficiary, your spouse must give written, notarized consent. Any beneficiary designation you may have made before your marriage is automatically void unless your spouse consents in writing.

If you are single and die without a beneficiary, or if your beneficiary does not survive you, any benefits that may be payable will be paid to your spouse or, if none, to your children or, if none, to your parents or, if none, to your estate.

Beneficiary designation forms are available from the Benefits Department (see page 18).

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 legally separated or divorced, 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.

> A domestic relations order is any judgment, decree, order or court-approved property settlement agreement that deals with child support, alimony payment or marital property rights and is issued pursuant to a state domestic relations law.

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, call the Benefits Helpline at 1-888-443-5707.

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

CITGO Benefits Department
P.O. Box 4689
Houston, TX 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 allows, an alternate payee may begin to receive his or her awarded benefit at the earliest time allowed by law and Plan provisions, 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

A claim for benefits is basically a request for retirement benefits. To request benefits, simply notify your Human Resources Representative or the Benefits HelpLine (call toll-free at 1-888-443-5707). You will be given the appropriate forms and any help you may need to fill out the forms.

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.

You must complete all of the appropriate forms within the prescribed time limits. The completed forms should be sent to the Benefits Department (see page 18). 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, TX 77210-4689

Initial Claim for Benefits

The Benefits Department will initially process your claim. If any questions arise, the claim will be forwarded to the Benefits Manager, who has been designated by the Plan Administrator to handle retirement claim determinations. You may contact the Benefits Manager through the Benefits Department (see page 18).

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 until you have 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 for 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 you do not receive notice within the time periods stated above, you will be deemed to have exhausted the claim review procedures available under the Plan and will be entitled to pursue any available remedies (such as filing suit) under section 502(a) of ERISA.

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; and
- in the case of a claim regarding a disability determination, a description, if applicable, of any rule, guideline, protocol or other similar criterion which was relied upon in denying the claim or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided to you free of charge upon request.

Review of Claim Denial

If your claim is denied, in whole or in part, you 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 the allowed time frame after you receive written or electronic notice of denial:

- for a claim not involving a disability determination — 60 days
- for a claim involving a disability determination — 180 days

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
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.
- The 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 take into account the initial claim denial, and will be conducted by the Plan Administrator.
- 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, or the subordinate of such a person.
- In the case of a review of a claim regarding a disability determination, the identity of any medical or vocational experts who were consulted will also be provided without regard to whether the advice was relied upon in making the benefit determination.

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 period (or 45-day period in the case of certain disability claims) of the reasons for the extension and when the 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. If your appeal is denied, the notice 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, if applicable, of any rule, guideline, protocol or other similar criterion which was relied upon in denying the claim or a statement that a copy of such rule, guideline, protocol or other similar criterion will be provided to you free of charge upon request.

If notice of the decision on review is not furnished within the time periods stated above, the appeal shall be deemed denied and you may take additional steps including filing a lawsuit.

Exhaustion of Review Remedies

You must properly file a formal claim for benefits and request a review of any complete or partial denial before seeking a review of your claim for benefits in a court of law. You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your state insurance regulatory agency. 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 file suit 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 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

There are certain circumstances which could cause you to lose benefits, 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 page 12).

There are other situations in which you or your beneficiary may forfeit benefits. These include:

- if you die before you retire, unless a survivor's benefit is payable (see page 11);
- if you die after you retire, unless a joint and survivor annuity, or a Ten Year Certain and Continuous option, is in effect;
- if your employment is terminated and you are not vested in your Plan benefit; or
- if your beneficiary intentionally causes your death (see page 12).

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, 2012, 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 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.

The Plan Administrator is also responsible for all functions under the Plan involving control or management of Plan assets, including the appointment and retention of trustees, investment managers and insurance carriers. Other employees of the Company may be delegated authority by the Plan Administrator to assist in the performance of these duties on his or her behalf.

The trustees, insurance carriers and investment managers have exclusive responsibility for the investment and management of the assets of the Plan transferred to them, as provided in the relevant trust agreements, insurance contracts and 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 to have been given, made, delivered or received until actually received by the Plan Administrator or Company.

Plan Amendment, Merger or Termination

The Company hopes to continue the Plan indefinitely. However, the Board of Directors of the Company (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.

If the Plan is partially or completely terminated, each affected participant will become immediately vested in the pension benefit he or she has accrued as of the Plan's termination date, to the extent the benefit is funded.

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 can obtain online information about your benefit through the Pension Manager web site. This service is currently available for active employees and some former employees.

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

You can access the Pension Manager through a link on CITGO's intranet or through the Internet at http://CITGO.mercerhrs.com. If you need assistance in using the Pension Manager, you may contact the Benefits HelpLine by phone at 1-888-443-5707 or by email at Benefits@CITGO.com.

Tax Considerations

Before electing your retirement date and form of benefit, you should consider 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 subject to 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.

> ***Due to the complexity and personal nature of financial information, you are urged to seek competent professional tax advice before and after receiving payments under the Plan.***

You are responsible for reporting any payments you receive from the Plan as taxable income on your annual federal, state and/or 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

You may not assign your benefits or rights under this Plan, in whole or in part, under any circumstances. Your benefits or rights under this Plan are not 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 the preceding section).

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. Most 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 savings plans, 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

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or the PBGC. The PBGC may be contacted:

- **By mail.** Write to PBGC, Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026.
- **By phone.** Call 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.
- **Via the Internet.** Visit the PBGC's web site at http://www.pbgc.gov.

Government Approval

In order to take advantage of the favorable tax treatment afforded to pension plans, 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 continuation of the Plan do not represent an employment contract between you and the Company, and the Plan does not give you a right to employment. Adoption and continuation of the Plan do not prohibit the Company from terminating you at any time, nor do they interfere in any way with your right to terminate at any time.

ADDITIONAL INFORMATION

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

Name of Plan	Pension Plan for Hourly Employees of CITGO Refining and Chemicals
Type of Plan	Defined Benefit Plan
Plan Sponsor	CITGO Refining and Chemicals Company, L.P. c/o CITGO Petroleum Corporation

	1293 Eldridge Parkway Houston, TX 77077 832-486-4000
Plan Sponsor's Employer Identification Number	51-0370259
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	002
Plan's Initial Effective Date	April 1, 1987
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	Bank of Texas 5956 Sherry Lane, Suite 701 Dallas, TX 75225
Participating Companies	"Participating Company" in the Plan for purposes of this summary means CITGO Refining and Chemicals Company, L.P., CITGO Petroleum Corporation 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	Toll-free 1-888-443-5707Email: Benefits@CITGO.com
Benefits Department	CITGO Petroleum Corporation Attn: Benefits Department P.O. Box 4689 Houston, TX 77210-4689 Toll-free 1-888-443-5707 Email: Benefits@CITGO.com

Applicable Law

The Plan will be governed by, and interpreted in accordance with, the laws of the United States of America. The Plan will also be governed by and interpreted in accordance with the laws of the state of Texas, as long as such interpretation does not conflict with federal law.

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 lump 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 served on the Secretary of the Benefit Plans Committee at the address shown previously 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 Pension Plan for Hourly Employees of CITGO Refining and Chemicals.

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 obtain certain 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 Pension Plan for Hourly Employees of CITGO Refining and Chemicals.

"Affiliated Company" means any corporation or other business entity which is included in the controlled group of corporations within which the Company is also included, or which is a trade or business under common control with the Company, or which constitutes a member of an affiliated service group, or which has been so designated by the Company for one or more purposes under the Plan, and any other entity required to be aggregated with the Company, under Internal Revenue Code regulations.

"Benefits HelpLine" is a resource you may contact for assistance with any benefits related issues. The Benefits HelpLine is available toll free at 1-888-443-5707 or by email to Benefits@CITGO.com.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means CITGO Refining and Chemicals Company L.P., and any of its subsidiaries or Affiliated Companies (including CITGO Petroleum Company) or any Related Company participating in the Plan (see page 18). For prior periods, Company meant CITGO Petroleum Corporation and/or CITGO Refining and Chemicals Company, Inc.

"Highly Compensated Employee" means an employee whose annual base pay is equal to or in excess of the annual benefit plan earnings limit as prescribed in the Internal Revenue Code (for 2012 = $115,000).

"Plan" means the Pension Plan for Hourly Employees of CITGO Refining and Chemicals.

"Related Company" has the same meaning as Affiliated Company.

"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.