

**EMPLOYEES' THRIFT PLAN OF  
CITGO PETROLEUM CORPORATION**

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Summary Plan Description  
As in effect April 2, 2013

In the event of any conflict between this Summary Plan Description and the actual text of the Employees' Thrift Plan of CITGO Petroleum Corporation, 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 *Additional Information* page 23 for the Plan Administrator's address).

## THRIFT PLAN HIGHLIGHTS

<b>Eligibility:</b>	Eligible Hourly Employees covered by a collective bargaining agreement
<b>Enrollment:</b>	If eligible, you may enroll at any time after completion of one year of Plan service
<b>Benefits -</b>	
<b>Company Contributions:</b>	After you complete 12 months of employment, the Company will contribute \$2 for every \$1 you contribute on a pre-tax basis up to 3% of your Basic Earnings.
<b>Participant Contributions:</b>	After you complete 12 months of employment, you may make contributions, in total of up to 30% of your Basic Earnings, on a pre-tax basis or after-tax basis or a combination of both. You also may be eligible to contribute an additional “catch-up” amount if you are at least age 50 by the end of the year.
<b>Vesting:</b>	You are always vested in your contributions. Effective January 1, 2013, you will be vested in the Company contributions when you have one year of Company service.
<b>Accessing Your Money:</b>	Loans Complete Withdrawals Partial Withdrawals Installment Withdrawals After-Tax Withdrawals Rollover Withdrawals Non-Hardship Withdrawals Hardship Withdrawals

# Employees' Thrift Plan

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## PURPOSE

The Employees' Thrift Plan of CITGO Petroleum Corporation (the "Plan") offers you a great opportunity to save for the future. The Plan may provide additional security during your active years, emergency funds if you need them, and increased income after retirement. And it's easy. You save through regular payroll deductions.

The Plan is a qualified defined contribution plan (a special status granted by the Internal Revenue Service ("IRS")). Therefore, you may enjoy the tax advantages of deferring income taxes on some of your contributions, on any of the Company contributions, or on any investment gains until you ultimately receive benefits from the Plan.

This Summary Plan Description (SPD) describes the benefits available under the Plan, as well as the Plan's limitations and exclusions. As a participant of the Plan, you will need 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 are eligible to join the Plan if you meet **all** of the following requirements:

- You are an Hourly Employee of the Company who is in a unit of employees covered by a collective bargaining agreement;
- You have completed a total of twelve (12) months of employment (i.e. one year of Plan service), which need not be consecutive, with the Company or a Related Company; and
- You are carried on the U.S. payroll of the Company.

### **Who is Not Eligible**

You are not eligible to participate in the Plan if you meet **any** of the following conditions:

- You are an employee eligible to make contributions to another defined contribution plan of the Company or a Related Company;

- You provide services to the Company under an independent contract or agreement between yourself and the Company or under a contract or agreement between the Company and a third party;
- You are a non-resident alien;
- You are a non-employee member of the Board of Directors of the Company or a Related Company;
- You provide services to the Company under a leasing agreement between the Company and a third party or are otherwise deemed a leased employee within the meaning of Section 414(n) of the Internal Revenue Code of 1986;
- You are in a class of employees not covered by a collective bargaining agreement;
- You are employed by a Related Company or any subsidiary or affiliate which has not adopted the Plan;
- You are a salaried employee of the Company or a Related Company unless you are a prior participant who continues to have an account in the Plan (see the provisions related to "restricted participants" on page 2).
- You are in a class of employees covered by a collective bargaining agreement and pursuant to such agreement this class of employees was not included in the Plan; or
- You are an hourly employee carried on a temporary payroll of the Company and covered by a collective bargaining agreement which provided for a probationary period of not more than one year, during the probationary period.

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

If you are excluded from participation because you provide services under a contract or leasing arrangement 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 during the time period you were misclassified and will only become eligible for participation in this Plan as soon as administratively practicable following a final determination of your status.

## Plan Service

You receive one year of Plan service for every year you are employed by the Company or a Related Company. In no event are you eligible to receive more than one year of Plan service for any 12-month period. If you leave the Company and are re-employed within 12 months or you are on an approved leave of absence and return to active employment with the Company, you will receive credit for service for the period of your absence. If you are on military leave of absence and return to active employment with the Company, you will receive service for the period of the leave, in accordance with the law.

After you complete one year of Plan service, you will be eligible to receive Company Matching Contributions (see page 6).

Other types of service may be counted as Plan service. For example, if you become a regular employee and are determined to have had prior time as a "leased employee", then the leased time will be counted for purposes of eligibility and vesting but not for contributions. If you believe you may have service which should be counted as Plan service, you must request a review within five years of becoming a regular employee.

**Contact the Benefits HelpLine toll-free at 1-888-443-5707 if you have a question concerning service.**

## Participation

The term "participant" will be used in this summary to refer to anyone who has joined the Plan or who has an account balance in the Plan. Your participation under the Plan will be terminated if you leave employment with the Company and you no longer have an account in the Plan. As long as an employee, former employee or retiree has an account in the Plan, he or she will be considered a participant.

Certain individuals are considered "restricted participants". Restricted participants include individuals who have an account balance in the Plan and who are:

- terminated employees;
- retirees;
- active employees who are now in a group of employees which is not eligible for Plan participation;

- beneficiary(ies);
- alternate payees under Qualified Domestic Relations Orders (see page 18); or
- active employees who have made a direct rollover into the Plan (see page 11) prior to meeting the requirements for participation.

Generally, restricted participants:

- may not make participant contributions or receive Company contributions;
- may make beneficiary designations;
- may make withdrawals and receive distributions;
- may apply for a loan if they are in employment with the Company; and
- may sell and reinvest Plan investments held in their accounts.

## ENROLLMENT

If you are eligible, you may begin making contributions to the Plan at any time following your completion of one year of Plan service. To enroll you must:

- elect a percentage of contributions to make to the Plan as explained in the section titled *Participant Contributions* (see page 4); and
- elect the funds in which you want to invest your contributions *and* the Company's contributions as explained in the section *Your Investment Options* (see page 9).

## Auto Enrollment

If you have not enrolled in the Plan within 45 calendar days after completing one year of Plan Service, you will automatically be enrolled in the Plan at a 3% pretax contribution rate (see page 4). Your contributions will be invested in an age appropriate Fidelity Freedom Fund (see page 9).

You are encouraged to take an active role in the Plan and choose a contribution rate that is appropriate for you. If you do not wish to contribute to the Plan, you must change your contribution rate to 0% with the first 45 days after completing one year of Plan service.

Refer to *Accessing Your Account* (see page 3) for information on how to contact Fidelity to change your contribution percentage or investment direction.

## When to Enroll

When you become eligible to join the Plan, you may:

- enroll immediately,
- wait for auto enrollment (see above), or
- enroll at a later date.

## If You Are Re-employed

If you terminate employment and subsequently are re-employed, you must re-enroll in the Plan to resume contributions. If you have not re-enrolled within 45 calendar days from your date of rehire, you will automatically be re-enrolled at a 3% pretax contribution rate.

## ACCESSING YOUR ACCOUNT

Fidelity Management Trust Company ("Fidelity") is the Trustee of the Plan (see page 23). You will contact Fidelity to enroll, make investment elections, change investment elections, apply for Plan loans, request withdrawals, and perform other Plan transactions. You can contact Fidelity by two methods:

- **Fidelity Retirement Line for CITGO Employees at 1-800-256-401K**, where you make your choices by using your telephone. The automated phone system usually is available toll-free 24 hours a day, 7 days a week. Phone representatives generally are available to assist you from 7:30 A.M. to 11:00 P.M. Central Time Monday through Friday.
- **Fidelity NetBenefits<sup>sm</sup> on the Internet**, where you make your choices on your personal computer through a series of computer screens detailing your choices. You can access NetBenefits<sup>sm</sup> through:

- the CITGO Intranet Site or
- the Internet at <http://www.401k.com>.

This option usually is available 24 hours a day, 7 days a week.

When you first enroll, using either method, you must establish a Personal Identification Number (PIN). Subsequently, you will use your PIN anytime you contact Fidelity about the Plan.

## NAMING YOUR BENEFICIARY

When you join the Plan, you may name your beneficiary — the person who will receive your benefits in the event of your death.

Your beneficiary may be your spouse, child, parent, estate, a trust, an institution, a charitable organization, or any person(s) you designate. You may designate more than one primary beneficiary or more than one contingent beneficiary who will share in the benefit. A contingent beneficiary would receive payment only if the primary beneficiary or beneficiaries were not able to receive payment at the time that the payment was to be made. Additionally, you may want to consult with a lawyer or tax professional to better understand the legal and tax consequences of your designation.

To see that benefits under the Plan are paid in accordance with your wishes, you are encouraged to review your beneficiary designations from time to time to make sure they are current and correct. Just call the Benefits HelpLine toll-free at 1-888-443-5707 to obtain current beneficiary information.

**If you are married:** If you are married, your beneficiary will be your spouse automatically, unless your spouse consents to a different beneficiary in writing. A notary public must witness your spouse's written consent in order for the consent to be valid.

**If you are not married:** If you are not married, you can name any beneficiary you want. However, if you later marry, your beneficiary will automatically become your spouse, unless your spouse consents to a different beneficiary in writing. A notary public must witness your spouse's written consent in order for the consent to be valid.

## No Designated Beneficiary

If your named beneficiary is not living at the time of your death, or you failed to name a beneficiary, your benefits will be paid, to your surviving spouse, if any, and otherwise to your estate.

## Changing Your Beneficiary

You may change your beneficiary at any time by completing a beneficiary designation form. You can obtain the form online through the CITGO intranet or [www.CITGO.com](http://www.CITGO.com). The change will become effective only when the properly completed form is

received by the Benefits Department and is determined to be valid, while the participant is still alive.

If you are married, however, and want to name a beneficiary who is not your spouse, your spouse must consent to your change in beneficiary in writing. A notary public must witness your spouse's written consent in order for the consent to be valid.

## Ineligible Beneficiary

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.

## Beneficiary Designation Revocation

In the event of your divorce, if your spouse is your designated beneficiary, such designation will be automatically revoked and be ineffective on and after the date of the divorce decree. However, if there is a Qualified Domestic Relations Order (see page 18) that requires you to keep your former spouse as your designated beneficiary, then a prior designation that complies with the Qualified Domestic Relations Order will continue with respect to the portion of your benefit covered by the order. Also, if you choose to designate a former spouse as a beneficiary you may do so by submitting a new designation after the date of the divorce decree; however, the designation will be automatically revoked if you re-marry unless your new spouse consents to the designation in accordance with the requirements for the consent.

## CONTRIBUTIONS

### PARTICIPANT CONTRIBUTIONS

**Participant Contributions are optional.** You may begin making contributions to the Plan following your completion of one year of Plan Service. The actual date the contributions will begin to be deducted from your paycheck depends on when you enroll. Usually the date will be within one to two pay periods after you enroll.

You can contribute on a pre-tax basis any whole percentage between 1% and 30% of your Basic Earnings (see page 26). You also can contribute on

an after-tax basis any whole percentage between 1% and 30% of your Basic Earnings. The combination of your pre-tax and after-tax contributions cannot exceed a total of 30%. This limit does not apply to Catch-Up Contributions (see page 6).

### Pre-tax Contributions

You may contribute to the Plan from 1% to 30% of your Basic Earnings for each pay period, on a **pre-tax basis** in increments of 1%.

When you make Pre-tax Contributions, you have actually elected to defer receipt of part of your income, and the Company contributes your pre-tax income directly to the Plan. This reduces the amount of your income that will be subject to income tax, since pre-tax amounts have not been paid to you. Your tax savings may be even greater if you are currently paying state income tax or other state taxes, unless you work or live in a state that taxes Pre-tax Contributions.

Since you have not paid taxes on your pre-tax income, you will be required to pay taxes on your Pre-tax Contributions and any earnings when you withdraw them from the Plan. Pre-tax Contributions are subject to special withdrawal restrictions which are explained in the section "*Active Employee Withdrawals*" (see page 11).

### Restrictions and Limitations

Although you can save taxes when you make Pre-tax Contributions, there are certain restrictions and limitations that apply to Pre-tax Contributions:

- The IRS limits the maximum dollar amount you can contribute on a pre-tax basis. This pre-tax contribution limit is adjusted for inflation each year. For 2013, the maximum annual Pre-tax Contribution (not including Catch-Up Contributions) is \$17,500. Once you have contributed the maximum Pre-tax Contribution for the year, your Pre-tax Contributions will automatically stop. Your Pre-tax Contributions will automatically begin again at the first of the following year unless you make a change to your election.
- To maximize the amount of Company matching contributions you can receive, you should contribute at a level that will allow you to contribute at least 3% in Pre-Tax Contributions in every pay period throughout the year.
- You cannot withdraw your Pre-tax Contributions from the Plan unless:
  - you are at least age 59½,



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- you leave the Company for any reason, or
- you qualify for an approved withdrawal from the Plan (see page 11).

Even though withdrawals of your Pre-tax Contributions are restricted, you can borrow money from your Pre-tax Contributions account (see *Loans* on page 11).

### After-tax Contributions

You may contribute to the Plan from 1% to 30% of your Basic Earnings for each pay period, on an **after-**

**tax basis** in increments of 1%. You make these contributions through payroll deductions from your monthly Basic Earnings after appropriate taxes have been deducted from your pay. For this reason, you are not required to pay taxes on your After-tax Contributions when you withdraw them from the Plan (although you will pay taxes on any earnings on your After-tax Contributions). After-tax contributions are not eligible for Company matching contributions.

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### Pre-tax Contributions vs. After-tax Contributions

	<b>Pre-tax Contributions</b>	<b>After-tax Contributions</b>
Maximum Contributions (Combined Limit)	30%, subject to IRS dollar maximum	30%
Changes in Contributions	Any Time	Any Time
Subject to Federal Income Tax	Not until withdrawn	Yes, at time of contribution
Subject to State and Local Income Taxes	Generally, not until withdrawn	Yes, at time of contribution
Subject to Social Security Tax	Yes	Yes
Available for In-Service Withdrawals	At age 59½ or upon hardship	Yes
Available for Loans	Yes	Yes

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### Example: Pre-tax Contributions vs. After-tax Contributions

Assume the following: the participant is married; has annual Basic Earnings of \$50,000, and is contributing 6% of his monthly Basic Earnings to the Plan.

	<b>Pre-tax Contributions</b>	<b>After-tax Contributions</b>
Annual Eligible Pay:	\$ 50,000	\$ 50,000
Annual Pre-tax Contributions at 6%:	- 3,000	-
<b>Taxable Income:</b>	<b>\$ 47,000</b>	<b>\$ 50,000</b>
15% Federal Income Tax:	- 7,050	- 7,500
Annual After-tax Contributions at 6%:	-	- 3,000
Annual Net Take-Home Pay:	\$ 39,950	\$ 39,500
<b>Annual Increase in Net Take-Home Pay by Making Pre-tax Contributions Instead of After-tax Contributions:</b>	<b>\$ 450</b>	
*These calculations are for illustrative purposes only. They don't include reductions for possible state taxes or any other possible required deductions. Income taxes could be due when distributions are made. (see page 17)		

## Catch-Up Contributions

If you are age 50 or older during the Plan Year, you may elect to make Catch-Up Contributions to the Plan. Your Catch-Up Contributions may begin on the first day of the Plan Year (January 1<sup>st</sup>) or any time thereafter. The actual date the contributions will begin to be deducted from your paycheck depends on when you enroll. Usually the date will be within one to two pay periods after you make the election. You can contribute, on a pre-tax basis, any whole percentage between 1% and 20% of your Basic Earnings.

The IRS limits the maximum dollar amount you can contribute in Catch-Up Contributions. For 2013 the maximum is \$5,500.

These pre-tax Catch-Up Contributions are in addition to the IRS annual maximum limit for regular Pre-tax Contributions described above. Catch-Up Contributions **DO NOT** reduce the maximum amount of regular Pre-tax Contributions that can be made by participants on an annual basis.

If you elect to make both Pre-tax Contributions and Catch-Up Contributions during the Plan Year and do not defer an amount necessary to reach the current year Pre-tax Contribution maximum and your Pre-tax Contribution percentage is below the maximum, then your Catch-Up Contributions will be re-characterized as Pre-tax Contributions up to the current Pre-tax Contribution annual maximum. You should insure that you have elected a sufficient Pre-tax Contributions percentage to reach the Pre-tax Contribution annual maximum before you elect to make Catch-Up Contributions.

Catch-up Contributions are not eligible for Company Matching Contributions. If any of your Catch-up Contributions are re-characterized as Pre-Tax Contributions, the re-characterized amounts are still not eligible for Company Matching Contributions.

## Changing Your Contribution Amount

You may change the percentage of Basic Earnings you contribute as Pre-tax and After-tax Contributions, including changing your elected percentage to 0% (but not retroactively). For example, if you are currently contributing 6% on a pre-tax basis you can change that percentage to any percentage between 0% and 30%. You can make these changes at any time. Generally, the change will be effective within one to two pay periods after your election. You can make these changes either by

telephone or on the internet by contacting Fidelity (see page 3).

When your Basic Earnings change (for example, when you receive a pay increase), the dollar amount of your contributions will automatically change accordingly. However, the percentage will not change unless you make a new election.

## COMPANY CONTRIBUTIONS

### Matching Contributions

After completing one year of Plan service, you are eligible for Company Matching Contributions. The Company makes Matching Contributions to the Plan on your behalf by contributing for each applicable pay period two dollars to your account for every dollar that you contribute as Pre-tax Contributions, up to 3% of your Basic Earnings.

If you contribute less than the maximum amount eligible for matching contributions, you will receive a match based on the amount you contribute. For example, if you contribute 1% of your Basic Earnings, you will receive a Company Matching Contribution based on 1% of your Basic Earnings.

### POSSIBLE LIMITS ON CONTRIBUTIONS

In exchange for the tax advantages of the Plan, the IRS requires prescribed levels of participation in the Plan to assure there is no discrimination in favor of higher-paid employees. These rules may result in a limitation of the amount that you and/or the Company can contribute and leave in the Plan. It is unlikely that any employees participating in the Plan will be affected by these limitations. You will be notified if any adjustments to your account are necessary.

### Pre-Tax Contribution Limit

There is an annual limit on the amount of Pre-tax Contributions which you can make under all qualified employer retirement plans in which you participate. Generally, it changes each year. The annual limit for 2013 is \$17,500.

Your Pre-tax Contributions under the Plan will automatically stop when the annual limit has been reached. If you will reach the Pre-tax Contributions maximum annual limit before year end, you will not be eligible for Company Matching Contributions for the rest of the year. **For this reason, it is important**

**to contribute at a level that will allow you to contribute at least 3% in Pre-tax Contributions in every pay period throughout the year.**

The Plan does not coordinate with other qualified employer retirement plans. This means that if you participate in the Plan and you have also participated in another qualified employer retirement plan (of any unrelated employer) during the same year, you may be subject to adverse tax consequences if your total pre-tax participant contributions exceed the annual limit. Therefore you should contact the Benefits HelpLine toll-free at 1-888-443-5707 if your total pre-tax contributions are expected to exceed the limit. If you provide the amount of your previous contributions, the Company will use that information to stop your Pre-tax Contributions at the annual limit.

## **Annual Contributions Limit**

Federal tax law places a limit on the total amount of contributions (Pre-tax Contributions, After-tax Contributions, and Company Contributions) which can be put in the Plan each year. The annual limit for 2013 is \$51,000, which should not affect any current Plan participant. Your contributions to the Plan will automatically stop when the annual limit has been reached. However, if you reach the annual limit, you should carefully consider the amount you are contributing so that you can maximize the amount of Company Contributions.

If your Contributions cause you to reach the annual limit or the Pre-tax Contributions limit before the Company Contributions have reached their maximum, then you will not be able to receive the full Company Contributions for that year.

## **VESTING**

Your Pre-tax Contributions, After-tax Contributions, Catch-Up Contributions, any amounts rolled over or transferred to the Plan, and the related investment earnings thereon, are always 100% vested (that is, they are non-forfeitable unless they exceed certain legal limitations as explained in the section titled *Possible Limits on Contributions* on page 6).

Effective January 1, 2013, you become vested in your Company Matching Contribution, any forfeitures allocated to your account, and any related investment earnings after one year of Plan service. If you terminated employment prior to January 1, 2013, you are subject to other vesting rules – please call the Benefits HelpLine at 1-888-443-5707 for questions about your non-vested balances.

## **TIMING OF CONTRIBUTIONS**

Both Participant Contributions and Company Contributions are deposited in the Plan trust account as soon as administratively practical each pay period. Generally, this means that contributions are deposited on the same day as regularly scheduled pay days.

## **FORFEITURES**

If you terminated employment with the Company prior to January 1, 2013 and before you were vested (see Vesting on page 7), the non-vested portion of your account is forfeited when you receive a final distribution of your account. As explained below, the forfeited amount is allocated to other participants in the Plan.

The non-vested portion of your account consists of:

- Company Matching Contributions,
- Forfeitures that have been allocated to your account, and
- Related investment earnings.

These are subject to forfeiture if you stop making contributions (Pre-tax and/or After tax Contributions) and withdraw the entire vested portion of your account. The non-vested portion is forfeited when the later of these two events occurs:

- You terminate employment; or
- You receive the distribution.

If your termination from employment is the last event, your forfeited money will be restored if:

- You are rehired within 60 months of your termination date into a class of employees which is eligible to participate in the Plan.

If your distribution is the last event, your forfeited money will be restored if:

- You are rehired by the Company and repay the full amount of your distribution which caused the forfeiture within 60 months of the distribution.

In addition, if the Company is unable to locate you when a payment must be made under the Plan, any unclaimed balance in your account will be considered a forfeiture. If any payment to you from the Plan remains outstanding for one year, the amount will be treated in the same manner as a forfeiture. If you are later located or you request your unclaimed proceeds, the money will be restored to you.

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All forfeitures arising during a calendar year – less any forfeitures restored – are allocated to the accounts of participants entitled to receive Company Matching Contributions based ratably on the amount of Company Matching Contributions credited to

those participants' accounts for such year provided such participants have a balance at the end of the year.

## INVESTMENT OPTIONS

You decide where to invest your money in the Plan. You can invest in any of the available options from the following categories offered under this Plan. For an explanation of each fund within these categories, please refer to page 27.

<b>Investment Categories</b>	
<b>Money Market/Stable Value Funds</b>	The primary emphasis for these funds is on providing current income while preserving the value of the investment. This asset category generally includes investments, such as U.S. Treasury Bills, commercial paper, and Certificates of Deposit (CD's) where the term is fixed for a specific (usually short-term) duration.
<b>Bond Funds</b>	These funds try to produce income for investors from the interest earned on its individual securities. Bond funds rise and fall in value with changes in interest rates.
<b>Balanced/Hybrid Funds</b>	Balanced funds mix bonds, preferred stock and common stock, trying to blend long-term growth from stocks with income from dividends and interest.
<b>Domestic Equities Funds</b>	Domestic equities funds seek growth and value potential for investors by investing a majority of its assets in stocks traded on domestic exchanges. Domestic equities funds may have unique investment characteristics such as the investment in large or small capitalization growth or value stocks.
<b>International/Global Funds</b>	International funds seek growth potential for investors by investing a majority of its assets in stocks and/or bonds of companies and governments outside of the U.S. Because the funds' securities are issued in many different countries, they may involve greater risk and may offer greater return potential than U.S. securities.
<b>Lifecycle Funds</b>	These funds seek high total return until their target retirement dates and then high current income and, as a secondary objective, some capital appreciation. The funds primarily invest in domestic equity funds, in international equity funds, in investment grade fixed income funds, in high yield fixed income funds and in short-term mutual funds.

The chart below depicts the relative risk of the investment categories:

<b>Lower Risk</b>	←————→				<b>Higher Risk</b>
<b>Money Market/ Stable Value Funds</b>	<b>Bond Funds</b>	<b>Balanced/ Hybrid Funds</b>	<b>Domestic Equities Funds</b>		<b>International / Global Funds</b>
Fidelity Retirement Government Money Market Portfolio	Fidelity U.S. Bond Index Fund	Fidelity Puritan <sup>sm</sup> Fund	<b>Large Blend</b> Spartan <sup>sm</sup> 500 Index Fund	<b>Large Growth</b> Fidelity Capital Appreciation Fund	Fidelity Diversified International Fund
Fixed Income Fund			<b>Mid-Cap Blend</b> Fidelity Low-Priced Stock Fund	<b>Large Value</b> LSV Value Equity Fund	Spartan <sup>sm</sup> International Index Fund
			<b>Small Value</b> Goldman Sachs Small Cap Value Fund – Class A	<b>Small Blend</b> Royce Pennsylvania Mutual Fund	

### Lifecycle Funds

Target Date 2000-2017	Target Date 2018-2037	Target Date 2038+
Fidelity Freedom Income Fund Fidelity Freedom 2005 Fund Fidelity Freedom 2010 Fund Fidelity Freedom 2015 Fund	Fidelity Freedom 2020 Fund Fidelity Freedom 2025 Fund Fidelity Freedom 2030 Fund Fidelity Freedom 2035 Fund	Fidelity Freedom 2040 Fund Fidelity Freedom 2045 Fund Fidelity Freedom 2050 Fund Fidelity Freedom 2055 Fund

The Lifecycle Funds are represented on a separate risk spectrum because each fund (except the income fund) will gradually adjust its asset allocation to be more conservative as the funds approach and move beyond their target

retirement dates, until ultimately reaching their respective income fund allocations. Generally, within each fund family, those funds with later target retirement dates have greater risk than those with earlier target retirement dates.

Please consider the funds' investment objectives, risks, charges and expenses before investing. For this and other information on any fund available through the Plan, you may obtain a free mutual fund prospectus by calling either the **Fidelity Retirement Line for CITGO Employees, toll-free at 1-800-256-401K** or by accessing the Internet at <http://www.401k.com>. Read the prospectus carefully before you invest.

### INVESTMENT INCOME

Earnings on your investments are automatically reinvested in the same investment option that generated the earnings. You can't issue different investment directions for your earnings. For example, dividends credited to the Fidelity Puritan Fund will be used to buy more units of the Fidelity Puritan Fund.

Earnings on the mutual funds are credited to the mutual fund that generated the earnings. Since the funds use the unit accounting method, earnings increase the number of units held in those funds.

For a description of the different mutual funds that are offered under the Plan, please refer to page 27. You can also obtain a prospectus for each of the mutual funds by calling either the **Fidelity Retirement Line for CITGO Employees toll-free at 1-800-256-401K** or by accessing the Internet at <http://www.401k.com>. (see page 3)

### INVESTMENT DIRECTIONS

When you join the Plan, you instruct Fidelity where to invest the monthly contributions in your account. You can do this either by telephone or on the internet (see page 3).

You must tell Fidelity the exact percentage of contributions you wish to invest in each investment option. The percentage you designate for each investment option must be a whole percentage, and the percentages must add up to 100%. If you do not make an election, Fidelity will automatically invest the unallocated amount in an age appropriate Fidelity Freedom Fund.

If you make a direct rollover into the Plan, Fidelity will invest the funds using the same investment election as for your current contributions. Alternatively, you may make an investment election on the rollover form provided by Fidelity. If you do not direct the entire amount of your rollover

contributions, Fidelity will automatically invest the unallocated amount in an age appropriate Fidelity Freedom Fund.

The Plan is designed to meet the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and of title 29 of the Code of Federal Regulations Section 2550.404c-1 and is intended to be a "404(c) plan." This means that because you exercise full control over the investment of your assets in your account, the Plan's fiduciaries are not liable for any loss which is a direct result from your investment decisions and directions.

Information pertaining to any of the funds (see page 27), including copies of prospectuses, financial statements and reports, description and amount of any annual operating expenses, listing of assets comprising the portfolio of each fund, and any other materials pertaining to the fund may be obtained by calling, toll free, either the Fidelity Retirement Line for CITGO Employees at 1-800-256-401K or by accessing the Internet at <http://www.401k.com>.

### Changing Your Investment Directions

Your investment directions are independent of each other and will remain in effect until changed by you.

You may change the direction of your future contributions at any time by calling the Fidelity Retirement Line for CITGO Employees at 1-800-256-401K or you may access your account on the Internet at <http://www.401k.com> and make the change yourself. You also may change the direction of the Company Matching Contributions at any time. Such changes will not change your current holdings in your account.

### Selling and Reinvesting

Subject to some restrictions, you may sell from one investment option and reinvest in another investment option at any time by calling the Fidelity Retirement Line for CITGO Employees at 1-800-256-401K or you may access your account on the Internet at <http://www.401k.com>.

Please note that reallocating your existing account balances by selling and reinvesting will not automatically redirect your future contributions. Selling and reinvesting affect only the current allocation of the investment balances in your account. To affect or change future investment decisions, you must change the direction of your contributions as described in the previous section.

Some funds may have trading restrictions and/or redemption fees. Refer to page 27, the fund prospectus, or contact Fidelity for details by either calling the **Fidelity Retirement Line for CITGO Employees at 1-800-256-401K** or by accessing the Internet at <http://www.401k.com>.

### SUSPENSION OF CONTRIBUTIONS

You may voluntarily suspend your Pre-tax and After-tax Contributions at any time. To suspend your contributions or to resume your contributions after a voluntary suspension, you must contact Fidelity by telephone or on the internet (see page 3) to resume contributions to the Plan.

You may make a withdrawal while in employment that requires you to be suspended for a specified period of time.

Following a suspension of contributions, your contributions will automatically restart at the same percentage you were contributing at the time of the suspension. You must contact Fidelity by telephone or on the internet (see page 3) if you want to change the percentage.

If you cease to be an eligible employee while remaining employed by the Company or a subsidiary or affiliated company, or while on an approved leave of absence, you may not make further contributions until you again become an eligible employee; however, you will be considered a restricted participant in the Plan with all other rights and features except the ability to make further contributions (see page 2).

### ROLLOVERS FROM OTHER PLANS

The Plan will accept rollovers of:

- after-tax money from other tax-qualified retirement plans;

- deductible earnings and contributions from Individual Retirement Accounts (IRAs) (excluding Roth IRAs and nondeductible after-tax IRA contributions); and
- monies distributed from other employer's tax-qualified benefit plans.

If you have a qualified taxable distribution(s) from a previous employer or other eligible rollover amount, then you can elect to roll that distribution into the Plan. If you are otherwise eligible to participate in the Plan you can make a rollover even though you have not completed one year of Plan service. In that case you will be considered a restricted Participant. (see page 2).

Once you have made a rollover into the Plan, the money is subject to the rules of the Plan, including the withdrawal rules, and any changes to the rules that may occur.

To make a rollover into the Plan, you must contact **the Fidelity Retirement Line for CITGO Employees, toll-free at 1-800-256-401K**.

### LOANS

As an alternative to making withdrawals from your account, you are able to apply for a loan under the Plan. Only participants currently in active employment with the Company or a Related Company and on the Company payroll are eligible for loans. Long-term disability participants, terminated employees, retirees, beneficiaries, or alternate payees under Qualified Domestic Relations Orders ("QDRO") are not eligible for loans.

The loan feature provides a way for you to obtain funds from the Plan without requesting a withdrawal which may be subject to taxes and penalties. However, if all the rules applicable to loans are not met, the loan may be considered a withdrawal under the law and will become subject to all taxes and penalties, if any, that would apply if an actual withdrawal had been made.

### Modeling a Loan

Before you apply for a loan, you may want to calculate various loan amounts and payment terms to find what best fits your needs.

You can model different loans – the amount of the loan as well as the repayment terms to find the right combination for your needs.

To do this you may model different loans by contacting Fidelity on the telephone or on the internet (see page 3).

### Applying for a Loan

To obtain a loan, you may contact Fidelity on the telephone or on the internet (see page 3).

Please note that delays in processing may occur or your ability to get a loan may be restricted if your account has been "frozen" due to various reasons, including a legal restraining order or receipt of a domestic relations order related to a divorce proceeding.

### Loan Provisions

The following provisions are applicable to loans under the Plan:

- A maximum of two loans can be outstanding at any time.
- The minimum amount of a loan is \$1,000.
- The maximum amount of a loan will be the lesser of:
  - One-half of your vested account balance adjusted for earnings and losses; or
  - \$50,000 reduced by the excess (if any) of (1) your highest outstanding loan balance(s) in the Plan and any other plan of the Company or a Related Company in the prior 12 months over (2) the outstanding balance of loans from the Plan and any other plan of the Company or a Related Company on the date on which the loan is made.
- The maximum repayment period for a loan is 5 years (60 months).
- Repayment of a loan will normally be made twice each month through payroll deduction on an after-tax basis.
- Outstanding loans can be repaid in full at any time. During the term of the loan, single sum payments towards the principal will be permitted.
- Applications for loans must be approved by the Benefit Plans Committee or its designee.
- All loans must be adequately secured.
- Each loan will require that you sign a promissory note for the face amount of the loan, plus a reasonable rate of interest.
- A Participant Loan Agreement and Truth in Lending Disclosure, a Loan Amortization Schedule, and a distribution statement will be mailed to you.

- A reasonable rate of interest will be charged on the loan and will be payable to your account along with the principal amount in lieu of earnings or losses on Plan investments.
- Loans will be made in accordance with rules and guidelines established by the Benefit Plans Committee and in accordance with applicable law.

When you receive a loan under the Plan, you are expected to repay the full amount. If loan payments are not paid when due, the loan will be considered delinquent and the loan may be defaulted under certain conditions. Default of a loan means that the outstanding loan balance will be treated as distribution for tax purposes. No further loan payments will be due if you are found to have defaulted on a loan.

All loans are made pursuant to the loan program established by the Benefit Plans Committee. The loan program is contained in the **Summary of Loan Rules** brochure (see Exhibit I) which includes the procedures and guidelines used in the administration of the loan program. A copy of the most recently updated brochure is available by calling the Benefits HelpLine toll-free at 1-888-443-5707.

Loans or Withdrawals both give you access to your account. Which is best depends upon your individual circumstances. You are encouraged to discuss your options with a competent professional tax advisor.



## ACTIVE EMPLOYEE WITHDRAWALS

### ACTIVE EMPLOYEES IN GENERAL

While you are an active employee and prior to becoming "retirement" eligible, in most instances access to the money in your account is restricted.

The Plan has six types of withdrawals for active employees:

- After-tax Withdrawal
- Rollover Withdrawal
- Non-Hardship Withdrawal
- Complete or Partial Withdrawal
- Installment Withdrawal
- Hardship Withdrawal

The highest level of restriction, on Hardship Withdrawals, is mandated by Federal law and IRS regulations.

Here are some important facts you should know about withdrawals:

- Until you reach age 59½ or unless you become Totally and Permanently Disabled, while you are in employment with the Company you are not allowed to withdraw the income on your Pre-tax Contributions which accumulated on or after January 1, 1989.
- With a Hardship Withdrawal as an active employee, you will be suspended from participation for 6 months. During the suspension, neither you nor the Company will make contributions to your account. Following the suspension, your previous contribution percentage will be automatically reinstated or you may make a new contribution election.
- Any portion of a withdrawal that has not previously been taxed, including any investment gains, will be taxable (see *Taxes* page 17). You should consult with a competent professional tax advisor before taking a withdrawal.
- Delays in processing may occur or your ability to get a withdrawal may be restricted if your account has been "frozen" due to various reasons, including a legal restraining order or receipt of a domestic relations order related to a divorce proceeding.
- Withdrawals are processed on a daily basis. You will receive your funds as soon as practicable after your request is processed.

- Direct deposit of withdrawals to your bank account is available. You must contact Fidelity (see page 3) in advance of your withdrawal to set up direct deposit instructions. Direct deposit is more secure and faster than mailing checks.
- The Benefit Plans Committee (see page 23) or its designee must approve all Hardship withdrawals.
- If you make a withdrawal from the Plan, you will forego current and future investment returns on all amounts withdrawn. In the long run, this means fewer funds available in your account for retirement.

### After-tax Withdrawal

At any time, you may withdraw your After-tax Contributions to the Plan without specifying a withdrawal reason. If you make a withdrawal of any After-tax Contributions, you cannot make Pre-tax Contributions or Catch-Up Contributions to the Plan or any other plan maintained by the Company or a Related Company for six (6) months following the withdrawal if (i) the withdrawal is made from After-tax Contributions which were subject to matching by Company Matching Contributions and (ii) such After-tax Contributions had not been held in the Plan for at least two (2) years. If you withdraw any of your After-tax Contributions and you have had any investment gains attributable to those contributions, then a portion of your withdrawal will be taxable (see *Taxes* page 17).

### Rollover Withdrawal

At any time, you may withdraw all amounts you rolled in from another plan without specifying a withdrawal reason.

### Non-Hardship Withdrawal

Once per calendar quarter, you may withdraw amounts attributable to the Company Matching Contributions and any earnings thereon. However, these amounts can only be withdrawn if either:

- The withdrawn amount has been held in the Plan for a period of at least two years, or
- You have been a participant in the Plan for at least five years.

### Complete or Partial Withdrawal

At any time after you reach age 59½, you may request a complete or partial withdrawal of amounts in the Plan without specifying a withdrawal reason. There is no minimum withdrawal amount. Withdrawals will be taken proportionally from all your investments.

### Installment Withdrawal

At any time after you reach age 59½, you may set up regular monthly, quarterly, semi-annual or annual installment payments by direct deposit or check. There is no minimum withdrawal amount. Withdrawals will be taken proportionally from all your investments.

### Hardship Withdrawals

If the amount of your need cannot be met by another available withdrawal or loan, the final type of withdrawal for an active employee is a Hardship Withdrawal. Earnings on Pre-tax contributions which accumulated after 1988 can never be distributed on account of hardship.

The Hardship Withdrawal has no minimum dollar amount, no limit to the number of withdrawals you can make and no time restriction between withdrawals.

Subject to the restrictions explained below, you may take a Hardship Withdrawal if you have an immediate and heavy financial need that satisfies one of the qualifying reasons below and submit supporting documentation with your application. The amount of the Hardship Withdrawal may not exceed the amount of the immediate and heavy financial need and you must first use other reasonably available resources, including a loan or other unrestricted withdrawal from this Plan or another Plan of the Company (for example, the CITGO Petroleum Corporation Employees' Retirement and Savings Plan ("RASP")).

The qualifying reasons for a Hardship Withdrawal are:

- medical expenses, in excess of insurance reimbursement, incurred by you, your dependents or your spouse;
- payment in advance to obtain necessary medical services for you, your dependents or your spouse;
- purchase (excluding mortgage payments or refinancing) of your principal residence;
- payment of tuition and related education fees (including room and board) for the next 12 months of college for you, your spouse, children or dependents;
- prevention of eviction from your principal residence or to prevent foreclosure on the mortgage of your principal residence;

- payments for burial or funeral expenses for your deceased parent, spouse, children or dependents;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (determined without regard to whether the loss exceeds 10% of adjusted gross income); and
- payment of income taxes and penalties reasonably anticipated to result from the receipt of the hardship distribution.

If you make a Hardship Withdrawal, you may not make Participant Contributions (see page 4) to this or any other Company or Related Company retirement plan – for example, the RASP – for six (6) months following the Hardship Withdrawal.

To request a Hardship Withdrawal, you must contact the **Fidelity Retirement Line for CITGO Employees, toll-free at 1-800-256-401K**. Fidelity will send you a withdrawal application form. You will sign the form, attach supporting documentation (in evidence of one or more qualifying hardship reasons listed above) and send the form to the Benefits Department for approval. The paperwork you will receive from Fidelity will contain further instructions including where to send the form.

The withdrawal will come ratably from your investment options. Meaning, if your account is invested 63% in Fund A and 37% in Fund B, then 63% of the money for your withdrawal will be taken from Fund A and 37% from Fund B.

### SEPARATION FROM EMPLOYMENT

When you separate from employment with the Company for any reason, you will receive a separation kit from Fidelity containing information on the options available to you. If you have any questions after you receive the separation kit, you may call the **Fidelity Retirement Line for CITGO Employees at 1-800-256-401K**.

*There are some important tax considerations that you should think about when making a decision about your account (see Taxes page 17), especially if you're planning to withdraw some or all of your account from the Plan when you leave the Company. You*

*should consult with a competent professional tax advisor before making any elections.*

When you separate from employment, you can:

- Withdraw the entire value of the vested portion of your account (complete withdrawal), including rolling over the proceeds to another company's plan or to an IRA,
- Postpone your distribution (see *Cashout of Small Account Balances* page 15),
- Elect installment or partial withdrawals as needed after separation.

More information about complete withdrawals, postponed distributions, installment and partial withdrawals is provided in the following sections.

Generally, if you are later re-employed, you can join the Plan again when you return, provided (a) you still meet the eligibility requirements of the Plan, and (b) you are not within a suspension period following a hardship withdrawal from your account.

<b>SEPARATION FROM EMPLOYMENT</b>	
<b>Reason</b>	<b>Your Options</b>
<b>Separation from Employment:</b>	<p>You have the following choices:</p> <ul style="list-style-type: none"> <li>• Withdraw the vested portion of your account, including rolling over the proceeds to another company's plan or to an IRA.</li> <li>• You can postpone your distribution (unless your balance is \$1,000 or less) until the April 1 that comes after the year in which you reach age 70½.</li> <li>• Elect installment or partial withdrawals after separation.</li> </ul>
<b>Death:</b>	<p>If you have an account balance in the Plan and die, your entire vested account balance will be paid to your beneficiary, unless your beneficiary elects to postpone distribution.</p>

## Complete Withdrawals

All investments must be sold and will be paid in cash. Generally, there will be about a 15-day waiting period between the date of your separation from

employment and the first date on which a complete withdrawal can be taken. This waiting period can be waived based on facts and circumstances by contacting the Benefits HelpLine at 1-888-443-5707.

Please note that delays in processing may occur or your ability to get a distribution may be restricted if your account has been "frozen" due to various reasons, including a legal restraining order or receipt of a domestic relations order related to a divorce proceeding.

## Installment or Partial Withdrawals

Subject to the minimum distribution requirements, upon your separation from service you are eligible to set up regular monthly, quarterly, semi-annual or annual installment payments by direct deposit or check. You also may request partial withdrawals when needed. There's no minimum withdrawal amount. If you set up an installment or partial withdrawal payment, the distribution will be taken proportionately from all your investments. To initiate withdrawals please call the **Fidelity Retirement Line for CITGO Employees at 1-800-256-401K.**

**Taxes:** You should consult with a competent professional tax advisor to be aware of the applicable tax laws before electing or receiving any distribution from the Plan (see page 17).

## Postponing Your Distribution

If you don't request a withdrawal when you separate from service, your distribution will be postponed automatically. When you postpone your distribution, you become a restricted participant (see page 2). You have the same rights as all other Plan participants, except you can't contribute to the Plan or take out a loan. You can, however, make exchanges any time you want, and make "as-needed" withdrawals or installment payments if you are retirement eligible (see page 16) when you need funds. You can make a complete withdrawal at any time.

**Minimum Required Distributions:** If you elect to postpone receipt of your distribution after termination or retirement, you must, by law, receive at least one minimum distribution each year after reaching age 70½. The minimum distribution for the first year (i.e. the year after you reach age 70½) must be paid to you by April 1 of the following year. Unless you elect to postpone receipt of this minimum distribution until April 1 of the following year, you

will receive your first minimum distribution by December 31 of the year in which you reach age 70½. After that, annual distributions must be made by December 31 and must at least equal the minimum legal requirement. Amounts paid as variable payments or systematic withdrawals after you reach age 70½ will be used to partially or fully satisfy the minimum distribution requirements.

Minimum distributions will be taken proportionately from all your investments.

**Cashout of Small Account Balance:** Following your separation from employment, if your Plan balance is \$1,000 or less, your account will be distributed to you. You will be given the opportunity to elect a Rollover (see page 16). Federal income taxes will be withheld in accordance with federal law unless you elect a Rollover.

In the event of the participant's death, if you are the beneficiary(ies) of an account and the balance is not more than \$1,000, your account will be distributed to you without your request for withdrawal. However, if you are the surviving spouse, an alternate payee, or non-spouse beneficiary, you will be given the opportunity to elect a direct rollover. Federal income taxes will be withheld in accordance with federal law.

### Retirement Under The Plan

You are eligible to retire under the Plan if you are age 65 (while in employment or in a terminated status) or if you qualify for one of the four categories outlined in the following paragraph. If you are still in employment with the Company at age 65, you are eligible for all the optional forms of payment listed below, even if your employment does not end.

You are also eligible to retire under the Plan if you:

- retire directly from employment, or leave employment after you are eligible to retire, under any defined benefit plan sponsored by the Company;
- reach early retirement age (55) during employment and you are not in a class of employees eligible to participate in any defined benefit plan sponsored by the Company;
- are, while in employment, legally established to be mentally incompetent; or
- are, while in employment, determined by the Benefit Plans Committee or its designee to be Totally and Permanently Disabled.

The normal form of payment is a single sum. However, eligibility for retirement entitles you to different forms of payment under the Plan. If you meet the requirements for retirement you may:

- delay withdrawal until a future date – withdrawals must begin by April 1 of the year following the later of the year in which you reach age 70 ½ or retire;
- begin an installment payment program. You may choose to receive your balance in periodic payments of once every month, once every three months, once every six months, or once a year. There is no minimum withdrawal amount. Installment payments will be taken proportionately from all your investments;
- make withdrawals on an “as-needed” basis which will be taken proportionately from all your investments; or
- take a single sum payment.

Any money remaining in your account continues to share in investment earnings or losses until you receive the value of your entire vested account balance.

### Restrictions on Disbursement

If before you reach age 59½, you withdraw funds which have not been taxed previously (Pre-tax Contributions, Catch-Up Contributions, Company Contributions and investment gains), generally you will be subject to a 10% early withdrawal penalty tax in addition to Federal income tax upon disbursement of these funds. However, the 10% early withdrawal penalty tax will not apply to the distribution if you terminate employment with the Company in or after the year you attain age 55. In addition, the 10% early withdrawal penalty tax does not apply if you directly roll over your distribution into an individual retirement account or another employer's qualified plan in accordance with IRS rules. Other exceptions to the 10% early withdrawal penalty tax may apply.

For information regarding your Federal, state and local tax liability and filing options as well as applicability of the 10% early withdrawal penalty tax, you should contact a competent professional tax advisor.

### Rollovers

A Plan member may roll over his or her qualifying distributions into an IRA or another employer's tax-qualified benefit plan. If you separate from service

and receive a distribution from the Plan, you can elect to have the distribution rolled directly into an IRA; or, if any new employer's plan accepts rollovers, you may elect to roll the distribution into that plan.

### **DEATH**

If you die and have an account balance in the Plan, your beneficiary will be entitled to the total value of your account.

**Distributions:** Your beneficiary can elect to receive the value of your account. All investments must be sold and will be paid in cash. Distribution of your account will be made as directed as soon as practicable.

Your beneficiary should consult with a competent professional tax advisor and be aware of the applicable tax laws before receiving any distribution from the Plan.

**Postponements:** Your spouse can elect to postpone distribution of your account indefinitely, subject to the age 70½ minimum annual distribution requirements based on the age you would have been if you hadn't died. In most cases, your beneficiary other than your spouse can also elect to postpone distribution of your account up to 5 years, subject to minimum distribution requirements.

### **TAXES**

The Plan as in effect on July 31, 2012 meets the qualification requirements of Section 401(a) and Section 4975(e) of the Internal Revenue Code and the trust which forms a part of the Plan is exempt from Federal income taxes under section 501(a) of the Code.

It is anticipated that the Plan, as amended from time to time, will continue to meet the qualification requirements of the Internal Revenue Code. As long as the Plan is a tax-qualified plan, you will not be subject to Federal income taxes on your Pre-tax Contributions, Company Contributions, Rollover Contributions, Catch-Up Contributions and any income credited to your account (such as interest and dividends) until these amounts are actually paid or distributed to you or your beneficiary.

Your After-tax Contributions to your account are not tax deductible for income tax purposes. Your Pre-tax Contributions and Catch-Up Contributions to the Plan are excluded from taxable income for Federal

income tax purposes, but are subject to Social Security (FICA) taxes.

Before making any withdrawals from the Plan, you should keep in mind the tax consequences. A notice concerning possible tax treatment of a withdrawal from the Plan is available from the Benefits HelpLine. However, neither this summary plan description nor the notice is an adequate substitute for consultation with a competent professional 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.*

### **After-tax Contributions**

When you make a withdrawal of part or all of your account, your After-tax Contributions, if any, will not be subject to tax, but your withdrawn earnings will be taxable.

### **In-Service Withdrawals**

When you make a withdrawal during employment, your withdrawn earnings, Pre-Tax Contributions, Catch-Up Contributions, and Company Contributions are taxed as ordinary income.

### **Distribution Upon Separation**

In general, if you take a distribution or make a complete withdrawal upon separation from employment for any reason, your withdrawal will be taxed as ordinary income.

### **Automatic Withholding**

Except in the case of mandatory Minimum Required Distributions after age 70½ (see page 15), Hardship Withdrawals (see page 14), and direct rollovers (see page 18) automatic tax withholding applies to all other taxable distributions from the Plan. This includes both partial and complete withdrawals, regardless of your employment status at the time of distribution. Fidelity will automatically withhold 20% of any taxable distribution that's paid to you, even if you intend to roll over the taxable portion into an IRA or another employer's tax-qualified plan within 60 days.

If you receive a taxable distribution and don't roll over the entire amount (including an amount equal to the 20% withholding), the amount withheld will be treated as a taxable distribution to you. You'll have

to pay taxes on the amount of the taxable distribution and, in some cases, the 10% early withdrawal tax penalty. If you roll over the full amount within 60 days (the taxable portion you actually received, plus an amount equal to the 20% withheld from your distribution), you can get your 20% back when you file your tax return.

### Direct Rollovers

You can avoid the automatic 20% tax withholding by instructing Fidelity to roll over your distribution (other than hardship distributions) directly into an IRA or another employer's tax-qualified plan that accepts rollovers. You can instruct Fidelity to roll over part or all of your distribution, but any taxable portion that is not rolled over will be subject to the automatic 20% tax withholding rules.

### 10% Early Withdrawal Tax

If you make an in-service withdrawal before age 59½, or if you separate from service before age 55 and make a withdrawal, you may be subject to a 10% early withdrawal penalty tax, unless you roll over the taxable portion of your distribution into an IRA or another employer's tax qualified benefit plan. If you don't roll over the entire taxable portion, you must pay the 10% penalty tax on the amount you did not roll over when you file your tax return. Hardship Withdrawals are not eligible for roll over.

*If you are thinking about making any withdrawal, you should consult a competent professional tax advisor first.*

## QUALIFIED DOMESTIC RELATIONS ORDERS

If you are getting divorced or legally separated, there may be a domestic relations order that affects your Plan account.

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. Sometimes a domestic relations order will award part or all of your Plan account to another person. But 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 benefits 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 copy of a model draft as well as the guidelines used by the Plan Administrator to determine and process a QDRO under the provisions of the Plan, call the Benefits HelpLine at 1-888-443-5707 or email [benefits@citgo.com](mailto:benefits@citgo.com).*

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

CITGO Petroleum Corporation  
Benefit Plans Committee - QDRO Processing  
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, your account will be frozen until the matter is settled. You will be allowed to make trades within the Plan, but no loans or withdrawals will be allowed unless you obtain the consent of your spouse.

Once the order is qualified, the Plan Administrator will take actions in an effort to comply with the QDRO.

Generally, the amount awarded to the alternate payee will be transferred into an account in his or her name. The alternate payee then becomes a restricted participant (see page 2).

Distributions from your account that are made pursuant to a QDRO are considered "involuntary distributions," and they will not result in a

withdrawal penalty, regardless of the amount of the distribution. You can continue making contributions to the Plan as usual, without suspension.

Distributions to alternate payees pursuant to a QDRO are normally subject to ordinary income tax, but they are exempt from the additional 10% penalty tax that applies to early distributions from the Plan. If the alternate payee is your spouse or former spouse, the alternate payee also has the option to roll over the distribution into an Individual Retirement Account (IRA) or another employer's tax-qualified plan.

### **CLAIMS PROCEDURES**

#### **Presentation of Claims**

In order to receive any kind of distribution from your account under the Plan, you must contact Fidelity either by telephone or on the Internet (see page 3).

Your distribution will then be made in accordance with the provisions of the Plan, as applicable. If you do not agree with a matter pertaining to your account under the Plan, you may submit a written claim to the "Benefits Manager" (see below) for benefits you think you are entitled to under the provisions of the Plan. You may contact the Benefits Manager through the Benefits Department (see page 21).

The Benefits Department will initially process your claim. If there is a question on whether your claim should be paid, they will forward it 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 the claims procedure.)

If the Benefits Manager needs additional information on which to base a decision, he or she will request the additional information from you within 30 days from the date your claim was received. If you do not provide the information within 30 days after you receive the request from the Benefits Manager, 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 claim for benefits.

You will be notified of your claim's approval or denial within 90 days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of

time for processing is required, notice of the extension shall be furnished to you prior to the termination of the initial 90 day period that will specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date will not be later than 180 days after the date on which the claim was filed).

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 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; and
- 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.

#### **Review of Claims Denied in Whole or in Part**

If your claim is denied, in whole or in part, you will have the right to request that the Plan Administrator (or its designee) review the denial, provided you file a written request for review with the Plan Administrator within 60 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  
P.O Box 4689  
Houston, TX 77210-4689

or

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

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.

Within 60 days after a request for review is received, the review shall be made and you will be given notice of the decision on review unless special circumstances require an extension of time for processing the review, in which case you will be notified within such initial 60 day period specifying the reasons for the extension and when such review will be completed; provided that such review will be completed within 120 days after the date on which the request for review was filed. In the event that a period of time is extended as permitted 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; and
- a statement of your right to bring an action under section 502(a) of ERISA.

If notice of the decision on review is not furnished within the time periods stated above, the appeal shall be deemed denied.

### **Exhaustion of Review Remedies**

You must properly file a 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. A decision on a Review of Claim Denial (see immediately preceding section) shall be the final decision of the Plan Administrator. 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.

### **EFFECT OF PLAN ADMINISTRATOR'S DECISION**

The Plan Administrator has the discretion and power, including, without limitation, discretionary power, to make all determinations required for administration of the Plan, and to construe and interpret the Plan whenever necessary to carry out its intent and purpose and to facilitate its administration, including, but not by way of limitation, the discretion to grant or to deny claims for benefits under the Plan. All such rules, regulations, determinations, constructions and interpretations made by the Plan Administrator shall be conclusive and binding.

### **HOW YOU COULD LOSE OR DELAY BENEFITS**

The Plan is an excellent way for you to save for the future and, at the same time, benefit from the Company Contributions made on your behalf. Yet, you should be aware of circumstances which could cause you to lose a part of your savings or cause a delay in payment of benefits.

All investments involve a degree of risk. Certain types of investments are riskier than others but in the long run may also provide a greater opportunity for appreciation. If you direct Pre-tax, After-tax, Company, Rollover, and/or Catch-Up Contributions to funds that are invested in securities which fluctuate in value from day to day, the values of your Pre-tax, After-tax, Company, Rollover, and/or Catch-Up Contributions accounts may experience losses during any given time period, and contributions made to the Plan may go down in value through unfavorable investment results. In other words, there are no investment guarantees associated with your participation in the Plan.

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

If you move and do not notify the Company of your new address, you will not receive any benefits until the Company 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 18).



## ADMINISTRATION

The Plan Administrator performs all administrative functions required under the Plan and has complete responsibility for the administration of the Plan, including control or management of Plan assets. The Plan Administrator shall have final discretionary authority to interpret and construe the terms of the Plan, to resolve any ambiguities in the Plan, and to determine all questions relating to the Plan, including eligibility for benefits. The decision of the Plan Administrator, with respect to all issues and questions, will be final, conclusive and binding on all persons. The Plan Administrator may designate persons or entities other than the Plan Administrator to perform some or all of the responsibilities of the Plan Administrator. The Plan Administrator also has the authority to appoint the Trustee and the Investment Manager as well as to amend the administrative provisions of the Plan, including any changes required by applicable law or the IRS to maintain the qualified status of the Plan.

The Plan Administrator may appoint an Investment Manager to manage, acquire or dispose of the assets in the Plan.

## **Notices**

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 Trustee, by the Plan Administrator, or by the Company.

## **Limitation on Benefits**

In addition to some of the limitations described earlier, Section 401 of the Internal Revenue Code limits the amount of pay which can be considered for Plan benefits (for 2013 this amount is \$255,000). Section 415 of the Internal Revenue Code also limits the amount of contributions (annual additions) that you and the Company can make to your account each year. For 2013, your annual additions to this Plan can't be more than \$51,000 or 100% of your taxable income, whichever is less.

As described in the section "*Pre-tax Contributions*" (see page 4), the Internal Revenue Code limits your pre-tax contributions. The limit for 2013 is \$17,500. This limit applies to the Plan and any similar plan to which you contribute during the plan year. If you participated in another employer's plan during the calendar year in which you start contributing to the

Plan, you must notify the Company of the amount of your pre-tax contributions to the other plan. The Company will adjust its records to stop your Pre-tax Contributions when the combined amounts reach the limit. You can notify the Company by calling the Benefits HelpLine toll-free at 1-888-443-5707 or by email at [Benefits@Citgo.com](mailto:Benefits@Citgo.com).

Your taxable income is your income that's left over after you take out your Pre-tax and Catch-Up Contributions to the Plan. You can determine your taxable income this way:

<p><b>Your Gross Income</b> <b>- Pre-tax &amp; Catch-Up Contributions to the Plan</b> <b>= Your Taxable Income</b></p>
--

The Plan Administrator periodically checks to make sure that each employee's annual additions do not exceed the IRS's limits. If your annual additions exceed these limitations, the Plan Administrator will let you know and will tell you about any adjustments that may be required. It may be necessary to refund to you some of your contributions to the Plan in order to comply with these limitations.

Additional limitations apply if you are participating in more than one tax-qualified plan.

Although most employees will not be affected by these limitations, you will be notified if your annual additions for a particular year have to be reduced or changed to comply with the Code's limitations.

## **Plan Termination, Merger and Amendment**

The Company intends 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.

Upon complete or partial termination of this Plan, each participant who is affected by such termination shall become immediately vested. A partial termination occurs when a participating company withdraws from the Plan, or when the Company or a participating company discontinues contributions to the Plan on a permanent basis.

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

### ACCOUNT VALUATION

#### **Trust Contributions**

Pre-tax, After-tax, Catch-Up and Company Contributions are made as soon as practicable after the total of all such contributions has been finally determined. Upon receipt of the contributions, the Trustee will allocate the amount to be credited to your account.

#### **Income Credits**

Income received by the Trustee attributable to assets in your account will be credited to your account.

#### **Expenses**

Brokerage commissions, transfer taxes, and other charges and expenses in connection with the purchase or sale of securities will be added to the cost of the securities or deducted from the proceeds. Any other fees or expenses will be paid by the Plan or from participants' accounts, unless paid by the Company.

#### **Valuation of Distributions**

Generally, all withdrawals and distributions will be in cash. If you receive a distribution upon separation from service, your account will be valued at the net proceeds realized, if sold or redeemed, at prices as near as practicable to those obtainable on a sale in the open market based on the closing values on the date of valuation. The valuation of your account and/or the sale or redemption of securities credited to your account will be made within a reasonable time, after Fidelity receives notice that a withdrawal is to be made.

### FUNDING

The Plan is a defined contribution plan. Contributions made by the Company and Plan participants are deposited in a trust account maintained by Fidelity.

### PLAN COSTS AND EXPENSES

There are different types of costs and expenses relating to the operation and administration of the

Plan. Expenses incurred in administering the Plan will be paid by the Plan or from participant's accounts, unless paid by the Company.

#### **Trustees' Fees and Administrative Costs**

The Company currently pays certain on-going administrative expenses related to maintaining the Plan. These administrative expenses include:

- The salaries and operating expenses relating to employees of the Company who are responsible for various Plan functions.
- Printing and mailing costs for all Plan publications, forms, and documents (other than those printed and mailed by Fidelity).
- Other expenses incurred for outside services (for example, non-discrimination testing, professional services relating to the Plan's tax-qualified status, government filings, and Plan audits).

#### **Investment Expenses**

The investment options available in the Plan generally have an Expense Ratio which is the total annual fund or class operating expenses (before waivers or reimbursements) paid by the fund and stated as a percent of the fund's total net assets. Each option's investment performance is periodically reported to participants with the Expense Ratio deducted.

Some of the investment options charge short-term trading fees for buy and sell transactions that occur within short periods of time. Such fees are deducted from the accounts of participants requesting the transactions.

You may find the Expense Ratio and any short-term trading fees reported in each fund's prospectus or by contacting the Fidelity Retirement Line for CITGO Employees at 1-800-256-401K or on the internet through Fidelity *NetBenefits* at <http://www.401k.com>.

There may be other fees or expenses associated with an individual investment option. You are encouraged to review the fund prospectuses and other available investment option information prior to making any investment.

## OTHER INFORMATION YOU SHOULD KNOW

### **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.

However, all or a portion of your account will be paid in accordance with a Qualified Domestic Relations Order (QDRO) if properly served on the Plan. A QDRO is an order or judgment from a state court directing the Plan Administrator to pay all or part of a participant's account to a spouse, former spouse, or other dependent (see *Qualified Domestic Relations Orders* page 18).

### **Family and Medical Leave Act ("FMLA")**

Under the Family and Medical Leave Act of 1993 you have certain rights to take leave time and still retain certain coverages and rights under various Company benefit plans. See your Human Resources Representative for more information.

### **Military Service**

If you are absent from active employment with the Company due to qualified military service, you may be eligible for special rules related to contributions, loan payments, crediting of service or other consideration, including making up missed contributions. Please call the Benefits HelpLine toll-free at 1-888-443-5707 if this may apply to you.

### **Plan Termination Insurance**

Under Title IV of ERISA, the Pension Benefit Guaranty Corporation (PBGC) guarantees certain pension benefits under certain circumstances, as explained in more detail in the Summary Plan Description for the Retirement Plan of CITGO Petroleum Corporation and Participating Subsidiary Companies, under the *Termination Insurance* section. However, ERISA specifically excludes some types of plans, such as defined contribution plans, from coverage under Title IV, and therefore, the benefits under the Plan, which falls within the definition of a defined contribution plan, are not insured by the PBGC.

### **Government Approval**

In order to take advantage of the favorable tax treatment afforded to a savings plan 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.

### **Top-Heavy Plans**

Under the tax laws, the Plan is required to contain provisions which will become operative if the Plan becomes "top-heavy" in the future. A plan is considered top-heavy only if the present value of the accumulated account balances for certain "key" employees exceed 60% of all account balances of all employees.

When a plan becomes top-heavy, certain additional minimum contributions must be provided and an overall limit on compensation taken into account under the Plan will apply. A more detailed explanation of these provisions will be provided if and when the Plan becomes top-heavy.

### **Implied Promises**

Nothing in this SPD says or implies that participation in this Plan is a guarantee of continued employment with your employer, nor is it a guarantee that Plan benefit levels will remain unchanged in future years.

## ADDITIONAL INFORMATION

As a participant or beneficiary under this 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 Plan is provided below:

**Name of Plan:** The Employees' Thrift Plan of CITGO Petroleum Corporation

**Type of Plan:** Defined Contribution Plan

**Plan Sponsor:** CITGO Petroleum Corporation  
1293 Eldridge Parkway  
Houston, Texas 77077

**Plan Sponsor's Employer Identification Number:** 73-1173881

## Plan

**Administrator:** Benefit Plans Committee –  
Secretary  
CITGO Petroleum Corporation  
P.O. Box 4689  
Houston, Texas 77210-4689  
Toll free 1-888-443-5707

Benefit Plans Committee  
CITGO Petroleum Corporation  
1293 Eldridge Parkway  
Houston, Texas 77077  
Toll free 1-888-443-5707

**Plan Number:** 001

**Plan's Initial Effective Date:** August 31, 1983

**Plan Year:** January 1 - December 31

**Funding Method:** Funded by Employer and Employee contributions under a Trust Agreement.

**Trustee:** Fidelity Management Trust Company  
82 Devonshire Street  
Boston, MA 02109

**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:** Toll-free 1-888-443-5707  
Email: [Benefits@CITGO.com](mailto: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](mailto:Benefits@CITGO.com)

## Agent for Service of Legal Process

If you feel you have cause for legal action, petition for service of 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.

## Collective Bargaining Agreements

Most members of the Plan belong to labor unions. These unions bargain collectively on the terms of the Plan. A copy of any collective bargaining agreement relating to the Plan applicable to a particular member and his or her beneficiary receiving benefits under the Plan may be obtained upon written request to the Secretary of the Benefit Plans Committee, P.O. Box 4689, Houston, TX 77210-4689. A reasonable charge not in excess of 25 cents per page will be imposed to cover the cost of furnishing such documents. A copy of such collective bargaining agreement also will be available for examination by members covered under it and their beneficiaries receiving benefits under the Plan at the CITGO Petroleum Corporation, 1293 Eldridge Parkway, Houston, TX 77077, the personnel office at the employee's place of employment or in the principal office of the applicable employee organization.

## STATEMENT OF ERISA RIGHTS

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

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.

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:

### Receive Information About Your Plan and Benefits

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.

Make a written request of the Plan Administrator to obtain a statement, free of charge, telling you the amount of your vested benefit. If you do not have the right to 100% of the Company Contributions, the statement will tell you how much longer you must work to earn a fully vested right. This statement is not required to be given more than once every twelve (12) months.

### **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, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, 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 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 SPD has been written in a simplified manner that is intended to help explain the Plan as clearly as possible. The below definitions will apply whenever these words are used, unless a different meaning is clearly indicated in the text. These words specifically apply to this SPD for the Employees' Thrift Plan of CITGO Petroleum Corporation:

**"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](mailto:Benefits@CITGO.com).

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

**"Company"** means CITGO Petroleum Corporation and any of its subsidiaries or affiliated companies or any Related Company participating in the Plan (see page 23).

**"Basic Earnings"** means regular straight time hourly rate multiplied by the number of your regularly scheduled hours, provided such amounts are received prior to termination of employment with the Company. Basic Earnings excludes extra pay (e.g. bonus, incentive payments, etc), overtime pay (unless your established normal and customary work week uniformly includes some overtime, in which case amounts regularly paid for such overtime in addition to the straight time rate – but not any shift differential – will be included in basic earnings), shift differential, or contributions that the Company makes under your employee benefit plans, for FICA tax or for any other purpose. For the purposes of this Plan, Basic Earnings includes amounts, if any, deferred by an employee under the provisions of any qualified defined contribution plan of the Company, pursuant to the provisions of Section 401(k) of the Internal Revenue Code, as amended, and amounts, if any, contributed on a pre-tax basis to any company benefit plan pursuant Section 125 of the Internal Revenue Code, as amended.

**"Hourly Employee"** means an employee of the Company who is compensated on an hourly-wage basis.

**"Plan"** means the Employees' Thrift Plan of CITGO Petroleum Corporation.

**"Related Company"** means:

- any corporation (other than the Company) that is a member of a controlled group of corporations (as defined in Section 414(b) of the Code) with the Company,
- any trade or business (other than the Company), whether or not incorporated, that is under common control (as defined in Section 414(c) of the Code) with the Company, and
- any trade or business (other than the Company) that is a member of an affiliated service group (as defined in Section 414(m) of the Code) of which the Company is also a member;

provided, that the term Related Company shall not include any corporation or unincorporated trade or business prior to the date on which such corporation, trade or business satisfies the affiliation or control tests of the Code.

**"Salaried Employee"** means an employee of the Company who is compensated on a salaried basis.

**"Total and Permanently Disabled"** means the Benefit Plans Committee has determined that as a result of an injury or illness while in employment, you are completely unable to engage in any business, occupation, or employment for which you are qualified by reason of training, education, or experience. If you are found to be Total and Permanently Disabled the following will apply:

- You will be 100% vested in your Plan account (see "Service for Vesting" on page 7).
- You are eligible to retire under the Plan (See "Retirement Under the Plan" on page 16) and therefore eligible for the forms of payment as a result of retirement.

**"Year of Service"** means the service described in the section *Plan Service* (see page 2).

**"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.

## INVESTMENT OPTIONS

Here's an outline of the investment options available to you. This is the current list as of January 2013 and is subject to change.

<b>Money Market/Stable Value Bond Funds</b>	
<b>Fidelity Retirement Government Money Market Portfolio:</b>	This fund seeks to obtain as high a level of current income as is consistent with the preservation of capital and liquidity by investing in money market instruments. This fund invests in U.S. government securities and repurchase agreements. The fund may also enter into reverse repurchase agreements.
<b>Fidelity U.S. Bond Index Fund:</b>	This fund seeks to provide investment results that correspond to the aggregate price and interest performance of the debt securities in the Barclays Capital U.S. Aggregate Bond Index (Aggregate Bond Index). Under normal conditions the fund seeks to invest at least 80% of its total assets in securities included in the Aggregate Bond Index.
<b>Fixed Income Fund:</b>	This is an actively managed fixed income fund that seeks to obtain as high a level of current income as is consistent with the preservation of capital and liquidity by investing in investment contracts. The fund invests in investment contracts offered by major insurance companies, other approved financial institutions and in certain other types of fixed income securities.
<b>Balanced/Hybrid Funds</b>	
<b>Fidelity Puritan® Fund:</b>	This is a balanced mutual fund, designed to provide as much income as possible with preservation of capital. The fund also considers the potential for capital growth. The fund invests in high-yielding U.S. and foreign securities, including those in emerging markets which may involve additional risks, common preferred stocks, and bonds of any quality or maturity.
<b>Domestic Equities Funds</b>	
<b>Large Blend</b>	
<b>Spartan 500 Index Fund:</b>	This is a corporate stock fund that attempts to provide investment results that correspond to the price and yield performance of publicly traded stocks in the aggregate, as represented by the Standard & Poor's 500 Composite Stock Price Index.
<b>Large Value</b>	
<b>LSV Value Equity Fund:</b>	This is a growth mutual fund that seeks to provide long-term growth of capital. The fund invests primarily in common stocks of large and medium U.S. companies which, in the advisor's opinion, are undervalued in the marketplace at the time of purchase. For liquidity purposes, the fund may invest a portion of its assets in cash, money markets, or equity index futures contracts.
<b>Large Growth</b>	
<b>Fidelity Capital Appreciation Fund:</b>	This fund seeks to increase the value of your investment over the long term through capital growth. The fund invests primarily in common stocks of companies which may be either "growth" stocks or "value" stocks or both.

## Employees' Thrift Plan














<b>Mid-Cap Blend</b>	
<b>Fidelity Low-Priced Stock Fund:</b>	This is a mutual fund that seeks capital appreciation by investing primarily in stocks of companies that are low-priced (those priced at or below \$35 per share) which can lead to investments in small and medium-sized companies. This fund potentially invests in stocks not considered low-priced. This fund carries a “redemption fee”, which is charged to discourage short-term buying and selling of fund shares. If you sell your shares after holding them for less than 90 days, the fund will deduct a redemption fee from your account equal to 1½ % of the value of the shares you sold.
<b>Small Cap Value</b>	
<b>Goldman Sachs Small Cap Value Fund:</b>	This is a growth mutual fund that seeks long-term growth of capital by investing primarily in stocks of companies with public stock market capitalizations within the range of the market capitalization of companies constituting the Russell 2000 Value Index at the time of investment.
<b>Small Cap Blend</b>	
<b>Royce Pennsylvania Mutual Fund:</b>	A growth mutual fund that seeks to provide long-term growth of capital. Primarily invests in a broadly diversified portfolio of equity securities issued by both small and micro-cap companies. It may invest in U.S. and foreign companies.
<b>Lifecycle Funds Investments</b>	
<b>Fidelity Freedom Funds (2005, 2010, 2015, 2020, 2025, 2030, 2035, 2040, 2045, 2050, 2055):</b>	These are asset allocation mutual funds that seek high total return until their target retirement dates. Thereafter, the funds’ objectives will be to seek high current income and, as a secondary objective, capital appreciation. Primarily invests in Fidelity domestic equity funds, international equity funds, bond funds and short-term funds. The mix of underlying Fidelity mutual funds will gradually become more conservative over time.
<b>Fidelity Freedom Income Fund:</b>	This is an asset allocation mutual fund that seeks to provide high current income and, as a secondary objective, some capital appreciation for those already in retirement. Primarily invests in bond funds, short-term funds, domestic equity funds and international equity funds. Freedom Income Fund’s target asset allocation is 15% domestic equity funds, 5% international equity funds, 40% bond funds, and 40% in short-term funds.
<b>International/Global Funds</b>	
<b>Spartan International Index Fund:</b>	This fund seeks to provide investment results that correspond to the total return of foreign stocks. It normally invests at least 80% of assets in common stock included in the Morgan Stanley Capital International Europe, Australasia, Far East (EAFE) Index which represents the performance of foreign stock markets. If you sell your shares after holding them for less than 90 days, the fund will deduct a redemption fee from your account equal to 1% of the value of the shares you sold.
<b>Fidelity Diversified International Fund:</b>	This fund seeks long-term growth of capital by investing mainly in foreign equity securities. If you sell your shares after holding them for less than 30 days, the fund will deduct a redemption fee from your account equal to 1% of the value of the shares you sold.

**For more information about the funds, past performance or to receive a mutual fund prospectus, please call the Fidelity Retirement Line for CITGO Employees at 1-800-256-401K.**



## SUMMARY OF SERVICES

You can obtain specific information about your account and also carry out certain transactions under the Plan by contacting Fidelity. Refer to the chart below for a summary of transactions available to you and the method(s) by which you can carry them out.

	Fidelity Retirement Line for CITGO Employee 1-800-256-401K		NetBenefits <sup>SM</sup> on the Internet <a href="http://www.401k.com">http://www.401k.com</a>
	Voice Response System	Participant Services Representatives	
Enroll in the Plan	☎	☎	
Establish or change your PIN	☎	☎	
Check current account balances	☎	☎	
Change your contribution rate	☎	☎	
Obtain current prices and yields	☎	☎	
Obtain historical fund performance information	☎	☎	
Change your investment elections	☎	☎	
Initiate a transfer (exchange)	☎	☎	
Check account transfer history	☎	☎	
Model different loan scenarios	☎	☎	
Obtain outstanding loan information	☎	☎	
Initiate a loan	☎	☎	
Initiate a hardship withdrawal	☎	☎	
Request a distribution	☎	☎	
Request mutual fund prospectuses and Plan materials	☎	☎	

The Fidelity Retirement Line Voice Response System and NetBenefits<sup>SM</sup> (Internet) services usually are available virtually 24 hours a day, seven days a week. Fidelity Participant Services Representatives generally are available business days from 7:30 A.M. to 11:00 P.M. Central Time.

For some transactions, you must contact the CITGO Petroleum Corporation Benefits HelpLine toll free at 1-888-443-5707 or e-mail at [Benefits@CITGO.com](mailto:Benefits@CITGO.com). Among the items for which you should contact the Benefits HelpLine are the following:

- Change of address
- Beneficiary designation inquiries
- Death notification
- Qualified Domestic Relation Order.