

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K

(Mark one)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **December 31, 2025**

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission File Number 001-35914



MURPHY USA INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

46-2279221
(I.R.S. Employer Identification No.)

200 Peach Street
El Dorado, Arkansas
(Address of principal executive offices)

71730-5836
(Zip Code)

(870) 875-7600
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 Par Value	MUSA	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis on incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b)).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and asked price of such common equity, as of the last business day of the registrant's most recently completed second fiscal quarter (as of June 30, 2025), based on the closing price on that date of \$406.80 was \$7,848,130,000.

Number of shares of Common Stock, \$0.01 par value, outstanding at January 31, 2026 was 18,535,347.

Documents incorporated by reference:

Portions of the Registrant's definitive Proxy Statement relating to the 2026 Annual Meeting of Stockholders will be incorporated by reference in Part III herein.

MURPHY USA INC.
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Part I

Item 1. BUSINESS

Murphy USA Inc. ("Murphy USA", the "Company", "we", "us", or "our") was incorporated in Delaware on March 1, 2013 and holds, through its subsidiaries, the former U.S. retail marketing business of its former parent company, Murphy Oil Corporation ("Murphy Oil"), plus other assets and liabilities of Murphy Oil that supported the activities of the U.S. retail marketing operations. In addition, on January 29, 2021, the Company acquired Quick Chek Corporation ("QuickChek" or "QC"), a privately held convenience store chain.

Our business consists primarily of the marketing of retail motor fuel products and convenience merchandise through a network of 1,800 retail stores located in 27 states, of which 1,649 were branded as Murphy stores and 151 were branded as QuickChek stores. The majority of our existing and new-to-industry ("NTI") retail gasoline stores operate under the brand names of Murphy USA and Murphy Express. Plans are underway to transition all existing Murphy Express branded stores to the Murphy USA brand name. These locations operate within close proximity to Walmart stores or within preferred markets across 25 states in the Southeast, Southwest, and Midwest regions of the United States. We also operate a combination of convenience stores and convenience stores with retail gasoline located in New Jersey and New York under the brand name of QuickChek and comprises our Northeast region. In addition, we market fuel to unbranded wholesale customers through a mixture of Company-owned and third-party product distribution terminals and pipeline positions. We are an independent publicly traded company, with low-price, high-volume fuel retail outlets selling convenience merchandise through low-cost small store formats and kiosks, as well as larger format stores that have a broader range of merchandise and food and beverage offerings which are driven by key strategic relationships and experienced management.

Our business is subject to various risks. For a description of these risks, see "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included elsewhere in this Annual Report on Form 10-K.

Information about our operations, properties and business segments, including revenues by class of products are provided on pages 32 through 47, F-11, F-15, F-17, and F-35 through F-37 of this Annual Report on Form 10-K.

Our Competitive Strengths

Our business foundation is built around five reinforcing strengths which we believe provide us a competitive advantage over our peers. These strengths support our Company vision which is to "Deliver every day the quickest, most friendly service and a low-price value proposition to our growing customer base for the products and markets we serve."

Strategic proximity to and complementary relationship with Walmart

Of our network of 1,800 retail stores, the majority are situated on prime locations located near Walmart stores. We believe our proximity to Walmart stores generates significant traffic to our existing retail stores while our competitively priced gasoline and convenience offerings appeal to our shared customers. We continue to collaborate with Walmart on fuel discount programs, mainly Walmart+, which we believe enhances the customer value proposition as well as the competitive position of both Murphy USA and Walmart.

Winning proposition with value-conscious consumers

Our competitively priced fuel is a compelling offering for value-conscious consumers. Despite a flat outlook in overall gasoline demand (increased vehicle miles traveled in a normal economy essentially offsetting increased fuel efficiency), we believe value-conscious consumers that prefer convenience and service are a growing demand segment. In combination with our high-traffic locations, our competitive gasoline prices drive high fuel volumes and gross profit. In addition, our robust nicotine business remains among the highest-volume performers in our industry due to our value-forward offer and disciplined merchandising in this highly complex and competitive space. We continue to expand value-driven offers across our growing merchandise assortment

and increasingly leverage digital engagement through Murphy Drive Rewards and QuickChek Rewards, providing customers with targeted discounts and personalized offers on both fuel and in-store purchases.

Low-cost retail operating model

We operate our Murphy USA and Murphy Express retail gasoline stores with a strong emphasis on fuel sales complemented by a focused convenience offering that allows for a smaller store footprint than most of our competitors. We build a mix of raze-and-rebuild 1,400 square-foot stores and NTI 2,800 square-foot Murphy stores, which we believe have low capital expenditure, maintenance and utility requirements relative to our competitors. Many of our Murphy stores require only one or two associates to be present during business hours and 73% of our stores are located on Company-owned property and do not incur any rent expense. The combination of a focused convenience offering and standardized smaller footprint stores of our Murphy USA and Express brands allow us to achieve lower overhead and on-site costs compared to competitors with a much larger store format. The importance of maintaining our low-cost operating model is reinforced by the factoring in of these costs into our coverage ratio calculation which is a measure of how well merchandise contribution covers our operating costs at a store-level and is included as part of our annual incentive metrics for all above-store personnel.

Distinctive fuel supply chain capabilities

We source fuel at competitive industry benchmark prices due to the diversity of fuel options available to us in the bulk and rack product markets, our shipper status on major pipeline systems, and our access to numerous terminal locations. In addition, we have a strong distribution system in which we leverage our scale and ratability to deliver the most favorably priced products for our Murphy stores and QuickChek stores with gasoline, further reducing our fuel product costs. By participating in the broader fuel supply chain, we believe our business model provides additional upside exposure to opportunities to enhance margins and volume, such as shifting non-contractual wholesale volumes to protect retail fuel supply during periods of constrained supply and elevated margins. These activities demonstrate our belief that participating in the broader fuel supply chain provides us with added flexibility to ensure reliable low-cost fuel supply in various market conditions especially during periods of significant price volatility or delivery difficulties. It would take substantial time and investment, both in expertise and assets, for a competitor to replicate our existing position, and we believe this continues to be a significant barrier to any attempt to emulate our business model.

Resilient financial profile and engaged team

Our predominantly fee-simple asset base, ability to generate attractive gross margins through our low-price, high-volume strategy, and our low overhead costs should help us endure prolonged periods of unfavorable commodity price movements and compressed fuel margins. We also believe our conservative financial structure further protects us from the inherently volatile fuel environment. We expect that our strong cash position combined with availability under our credit facility will continue to provide us with a significant level of liquidity to help maintain a disciplined capital expenditure program focused on growing ratably through periods of both high and low fuel margins.

We have acquired through share repurchases approximately \$4.1 billion of our common stock in a little more than twelve years of operation. Repurchases in 2025 were made pursuant to our \$1.5 billion 2023 authorization. As of December 31, 2025, we had approximately \$291.9 million remaining under our 2023 authorization. During the year 2025, the Company repurchased a total of 1,536,701 common shares for approximately \$652.0 million, at an average price of \$424.28 per share, including brokerage fees and accrued excise taxes. Additionally, in order to provide a consistent and meaningful return of capital to shareholders, independent of share repurchases, we raised our quarterly dividend four times during 2025 from \$0.48 per share in Q4 2024 to \$0.63 per share, or \$2.52 per share on an annualized basis, as of Q4 2025.

We have approximately 16,900 dedicated and hardworking employees as of December 31, 2025, that are actively engaged to serve the customer, whether it is the external retail consumer or their internal co-workers. We believe our sustainable business model and organic growth opportunities support an employee value proposition that makes Murphy USA an attractive place to work.

Our Business Strategy

Our business strategy reflects a set of coherent choices that leverage our differentiated strengths and capabilities.

Grow organically

We intend for our evolving NTI real estate strategy to be a key driver of our organic growth over the next several years, which is demonstrated by the over 500 stores that have been added to Murphy USA since our 2013 spin-off from Murphy Oil Corporation. We expect to build 45 to 55 NTI locations and up to 30 raze-and-rebuilds in 2026 and are targeting 50-plus NTI and up to 30 raze-and-rebuilds per year in future periods. Focusing on high-return locations either in high-traffic areas, near Walmart Supercenters as a complement to higher-performing existing stores in smaller markets, or by strategic infill in our core market areas complemented by our supply chain capabilities. While we were previously focused on smaller store size, we now expect to build more Murphy branded NTI stores that are 2,800 square-foot or larger, as well as our NTI QuickChek branded locations in their existing footprint, which average from 5,000 to 7,000 square-feet in size. Our real estate development team works to maintain a multi-year pipeline of projects that supports continued ratable expansion in these high-return locations.

Diversify merchandise mix

We plan to continuously evaluate our remaining kiosk strategy to maximize our store economics and return on investment. Complementary to that strategy, we are continually refining Murphy and QuickChek branded merchandising and store designs to create a foundation for increasing higher-margin non-nicotine sales and diversifying our merchandise offerings. Key to achieving the highest potential returns from our QuickChek branded stores is continuing the ongoing development and execution of the enhanced food and beverage ("F&B") offer. We expect to further expand merchandise revenue and margins through our primary supplier relationship with Core-Mark International, Inc. ("Core-Mark"), while further optimizing promotional planning, assortment, and pricing to strengthen overall store returns.

Sustain cost leadership position

We believe that sustaining our low-cost position is a strategic advantage as a retailer of commodity products. We are undertaking several initiatives for the purpose of increasing efficiency which should allow us to continue to beat inflation on per-store operating costs to help sustain low store-level costs. We also believe that through our planned growth and efficiency initiatives, we can control overhead costs to support an overall improvement in-store returns and keep costs properly scaled as we grow organically. In order to do this successfully, we will focus on the continued development of our employees and foster an operating culture aligned with business performance, including cost leadership.

Create advantage from market volatility

We plan to continue to focus our product supply and wholesale efforts on activities that enhance our ability to be a low-price retail fuel leader and our ability to take advantage of fuel price volatility. We will continue to invest in capabilities and asset positions that support our supply chain strategy. Our distinctive business model and supply chain advantage allows us to deliver consistent margins over time and withstand periods of volatility and uncertainty.

Invest for the long term

We maintain a portfolio of predominantly fee-simple assets and utilize what we believe to be an appropriate debt structure that will allow us to be resilient during times of volatility in fuel demand, price, and margin. We believe our strong financial position should allow us to profitably execute our low-cost, high-volume retail strategy through periods of both high and low fuel margins while preserving the ability to re-invest in and grow our existing stores, brand image and supporting capabilities such as enhancing our food and beverage offerings. Furthermore, in addition to our store-development capital and investments in new capabilities, we have diversified our shareholder distribution mechanism to provide consistent return of capital through quarterly

cash dividends and meaningful share repurchase programs as we continue to focus on maximizing shareholder value.

Industry Trends

We operate within the large, growing, competitive and highly fragmented U.S. retail fuel and convenience store industry. Several key industry trends and characteristics, include:

- Sensitivity to gas prices among cost conscious consumers, and increasing customer demand for low-priced fuel;
- Highly fragmented nature of the industry providing larger chain operators like Murphy USA with significant scale advantage;
- Significantly increased fuel capacity in the marketplace by the addition of NTI retail fuel and convenience stores, and
- High levels of consumer traffic around supermarkets and large format hypermarkets, supporting complementary demand at nearby and cross-promoted retail fuel stores.

Corporate Information

Murphy USA was incorporated in Delaware on March 1, 2013 and our business consists of U.S. retail marketing operations. Our Murphy USA headquarters is located at 200 Peach Street, El Dorado, Arkansas 71730 and our general telephone number is (870) 875-7600. Our Internet website is <https://www.murphyusa.com>. Our website and the information contained on that site, or connected to that site, are not incorporated by reference into this Annual Report on Form 10-K. Shares of Murphy USA common stock are traded on the NYSE under the ticker symbol "MUSA".

Description of Our Business

We market fueling products and convenience merchandise through a network of Company retail stores. We also market to unbranded wholesale customers through a mixture of Company-owned and third-party terminals. During 2025, the Company sold approximately 4.8 billion gallons of motor fuel through our retail outlets. Below is a table that lists the states where we operate our stores at December 31, 2025 and the number of stores in each state.

State	No. of stores	State	No. of stores	State	No. of stores
Alabama	84	Kentucky	48	New York	20
Arkansas	69	Louisiana	84	North Carolina	103
Colorado	51	Michigan	27	Ohio	43
Florida	154	Missouri	50	Oklahoma	55
Georgia	103	Mississippi	55	South Carolina	81
Iowa	21	Nebraska	5	Tennessee	93
Illinois	43	Nevada	4	Texas	380
Indiana	39	New Jersey	131	Utah	5
Kansas	7	New Mexico	22	Virginia	23
				Total	1,800

The following table provides a history of our store count during the three-year period ended December 31, 2025:

	Years Ended December 31,		
	2025	2024	2023
Start of period	1,757	1,733	1,712
New construction	51	32	28
Closed or sold	(8)	(8)	(7)
End of period	1,800	1,757	1,733

The following table present the numbers of our owned and leased stores at December 31, 2025:

	Located on Owned Land	Located on Leased Property ^{3,5}	Total Stores
Murphy branded ¹	1,309	240	1,549
Leased from Walmart ²	—	100	100
QuickChek ^{3,4,5}	10	—	10
Stores with leased land	—	55	55
Stores with leased land and buildings	—	86	86
Total stores operated	1,319	481	1,800

¹Leases for Murphy branded stores are operating leases

²This table excludes 3 locations that were disposed of in prior years but remain subleased from Walmart to the buyer

³Operating leases have an average remaining term, including potential future renewals, of 26 years

⁴Leases for QuickChek land are operating leases and QuickChek store buildings are finance leases

⁵Finance leases have an average remaining term, including potential future renewals, of 18 years

We have purchased from Walmart the properties underlying many of our stores, and each of these properties that were purchased from Walmart are subject to Easements and Covenants with Restrictions Affecting Land ("ECRs"), which impose customary restrictions on the use of such properties, which Walmart has the right to enforce. In addition, pursuant to the ECRs, certain transfers involving these properties are subject to Walmart's right of first refusal or right of first offer. Also pursuant to the ECRs, we are prohibited from transferring such properties to a competitor of Walmart.

For risks related to our agreements with Walmart, including the ECRs, see "Risk Factors—Risks Relating to Our Business—Walmart retains certain rights in its agreements with us, which may adversely impact our ability to conduct our business."

For the remaining stores located on or adjacent to Walmart property that are not owned, we have a master lease agreement that allows us to rent land from Walmart. The master lease agreement contains general terms applicable to all rental stores on Walmart property in the United States. The term of the leases is ten years at each store, with us holding four successive five-year extension options at each site. Approximately one quarter of the leased sites have over 10 years of term remaining, including renewals, should the Company decide to exercise the renewal options. The agreement permits Walmart to terminate it in its entirety, or only as to affected sites, at its option under customary circumstances (including in certain events of bankruptcy or insolvency), or if we improperly transfer the rights under the agreements to another party. In addition, the master lease agreement prohibits us from selling a leased store or allowing a third party to operate a leased store without written consent from Walmart.

For more information about our operating leases, see Note 20 "Leases" to the accompanying audited consolidated financial statements for the three years ended December 31, 2025.

We have numerous sources for our retail fuel supply, including nearly all the major and large oil companies operating in the U.S. We purchase fuel from oil companies, independent refiners, and other marketers at rates that fluctuate with market prices and generally are reset daily, and we sell fuel to our customers at prices that we establish daily. All fuel is delivered by the truckload as needed to replenish supply at our Company stores. Our retail fuel inventories turn approximately once daily. By establishing fuel supply relationships with several suppliers, we believe we can effectively create competition for our purchases among various fuel suppliers. We also believe that purchasing arrangements with multiple fuel suppliers may help us avoid product outages during times of fuel supply disruptions. Our refined products are distributed through a few product distribution terminals that are wholly-owned and operated by us and from numerous terminals owned by others. About half of our wholly-owned terminals are supplied by marine transportation and the rest are supplied by pipeline. We also receive products at terminals owned by others either in exchange for deliveries from our terminals or by outright purchase.

In addition to the motor fuel sold at our Company stores, our stores carry a broad selection of snacks, beverages, nicotine products and non-food merchandise, as well as a greater food and beverage offering at our QuickChek locations. In 2025, we purchased more than 78% of our merchandise from a single wholesale grocer, Core-Mark. In November 2025, we renewed and extended for another five years a supply contract with Core-Mark through the year 2031.

A statistical summary of key operating and financial indicators for each of the five years ended December 31, 2025 are reported below.

	As of December 31,				
	2025	2024	2023	2022	2021
Branded retail outlets:					
Murphy USA® and Murphy Express	1,649	1,601	1,577	1,555	1,521
QuickChek®	151	156	156	157	158
Total	1,800	1,757	1,733	1,712	1,679
Retail marketing:					
Total fuel contribution (cpg) ¹	30.7	30.5	31.4	34.3	26.3
Retail fuel margin per gallon (cpg) ¹	28.1	28.1	27.6	29.6	21.9
Gallons sold per store month (in thousands)	235.8	240.6	242.0	244.6	229.4
Merchandise sales revenue per store month (in thousands)	\$ 203.7	\$ 204.3	\$ 199.1	\$ 193.5	\$ 186.7
Merchandise margin as a percentage of merchandise sales	20.2%	19.8%	19.7%	19.7%	19.1%

¹Represents net sales prices for fuel less purchased cost of fuel

Our business is organized into one reporting segment (Marketing). The Marketing segment includes our retail marketing stores and product supply and wholesale assets. For operating segment information, see Note 22 "Business Segments" in the accompanying audited consolidated financial statements for the three-year period ended December 31, 2025.

Competition

The U.S. petroleum business is highly competitive, particularly with regard to accessing and marketing petroleum and other refined products. We compete with other chains of retail fuel stores for fuel supply and in the retail sale of refined products to end consumers, primarily on the basis of price, but also on convenience and consumer appeal. In addition, we may also face competition from other retail fueling stores that adopt marketing strategies similar to ours by associating with non-traditional retailers, such as quick-service restaurants, supermarkets, discount club stores and hypermarkets, particularly in the geographic areas in which we operate. We expect that our industry will continue to trend toward this model, resulting in increased competition to us over time. Moreover, because we do not produce or refine any of the petroleum or other

refined products that we market, we compete with retail gasoline companies that have ongoing supply relationships with affiliates or former affiliates that manufacture refined products. We also compete with integrated companies that have their own production and/or refining operations that are at times able to offset losses from marketing operations with profits from producing or refining operations and may be better positioned to withstand periods of depressed retail margins or supply shortages. In addition, we compete with other retail and wholesale gasoline marketing companies that have more extensive retail outlets and greater brand name recognition. Some of our competitors have been in existence longer than we have and have greater financial, marketing and other resources than we do. As a result, these competitors may have a greater ability to bear the economic risks inherent in all phases of our business and may be able to respond better to changes in the economy and new opportunities within the industry.

The retail gasoline industry in the United States is highly competitive due to ease of entry and constant change in the number and type of retailers offering similar products and services. With respect to merchandise, our retail stores compete with other convenience store chains, independently-owned convenience stores, supermarkets, drugstores, discount clubs, gasoline service stores, mass merchants, fast-food operations and other similar retail outlets. Non-traditional retailers, including supermarkets, discount club stores and mass merchants, now compete directly with retail gasoline stores. These non-traditional gasoline retailers have obtained a significant share of the gasoline market, and their market share is expected to grow, and these retailers may use promotional pricing or discounts, both at the fuel pump and in the convenience store, to encourage in-store merchandise sales and gasoline sales. In addition, some large retailers and supermarkets are adjusting their store layouts and product prices in an attempt to appeal to convenience store customers. Major competitive factors are: location, ease of access, product and service selection, gasoline brands, pricing, customer service, store appearance, cleanliness and safety.

Market Conditions and Seasonality

Market conditions in the oil and gas industry are cyclical and subject to global economic and political events that upset global supply and demand and impact the price of crude oil, as well as new and changing governmental regulations. Our operating results are affected by price changes in crude oil, natural gas and refined products, pandemics that may lead to travel restrictions or changed customer behavior, and changes in competitive conditions in the markets we serve.

Oil prices, wholesale motor fuel costs, motor fuel sales volumes, motor fuel gross margins and merchandise sales can be subject to seasonal fluctuations. Consumer demand for motor fuel typically increases during the summer driving season, and typically falls during the winter months. Travel, recreation and construction are typically higher in these months in the geographic areas in which we operate, increasing the demand for motor fuel and merchandise that we sell. Therefore, our revenues and sales volumes are typically higher in the second and third quarters of our fiscal year. A significant change in any of these factors, including a significant decrease in consumer demand (other than typical seasonal variations), could materially affect our motor fuel and merchandise volumes, motor fuel gross profit and overall customer traffic, which in turn could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Trademarks

In the highly competitive business in which we operate, our trade names, service marks and trademarks are important to distinguish our products and services from those of our competitors. We sell gasoline primarily under the Murphy USA® and Murphy Express brands, which we acquired from Murphy Oil. We acquired ownership of the QuickChek® trademark and others as a result of the QuickChek acquisition. We are not aware of any facts which would negatively impact our continuing use of any of the above trade names, service marks or trademarks.

Technology Systems

All of our Company stores use a standard hardware and software platform for point-of-sale ("POS") that facilitates item level scanning of merchandise for sales and inventory, and the secure acceptance of all major payment methods – cash, check, credit, debit, and fleet. In addition, our QuickChek stores have self-service checkouts and support third-party delivery services and mobile payments. Our standard approach to large

scale and geographically dispersed deployments reduces total technology cost of ownership for the POS and inherently makes the system easier to use, support, and replace. This POS technology strategy reflects close alignment with our growth plan.

We use a combination of software as a service, commercial off-the-shelf software, and custom software applications developed using modern industry standard tools and methodologies to manage and run our business. For our financial systems, we use enterprise class systems which provide significant flexibility in managing corporate and store operations, as well as scalability for growth.

We invest in disaster recovery, system backups, redundancy, firewall, remote access security and virus and spam protection to promote a high level of system security and availability. We have systems, business policies and processes around access controls, password expirations and file retention to promote a high level of control within our technology network. See Item 1C. "Cybersecurity" for additional information.

Environmental

We are subject to numerous federal, state and local environmental laws, regulations and permit requirements. Such environmental requirements have historically been subject to frequent change and have tended to become more stringent over time. While we strive to comply with these environmental requirements, any violation of such requirements can result in litigation, increased costs or the imposition of significant civil and criminal penalties, injunctions or other sanctions. Compliance with these environmental requirements affects our overall cost of business, including capital costs to construct, maintain and upgrade equipment and facilities, and ongoing operating expenditures. We maintain sophisticated leak detection and remote monitoring systems for underground storage tanks at all of our retail fueling stores and install up-to-date tank, piping, and monitoring systems at our new stores. We operate above-ground bulk petroleum tanks at our terminal locations and have upgraded certain product lines and conduct annual monitoring to help mitigate the risk of potential soil and groundwater contamination. We allocate a portion of our capital expenditure program to comply with environmental laws and regulations, and such capital expenditures are projected to be approximately \$11.5 million in 2026.

We could be subject to joint and several as well as strict liability for environmental contamination. Some of our current and former properties have been operated by third parties whose handling and management of hazardous materials were not under our control, and substantially all of them have or previously had motor fuel or petroleum product storage tanks. Pursuant to certain environmental laws and regulations, we could be responsible for investigating and remediating contamination relating to such stores, including impacts attributable to prior site occupants or other third parties, and for implementing remedial measures to mitigate the risk of future contamination. We may also have liability for contamination and violations of environmental laws and regulations under contractual arrangements with third parties, such as landlords and former owners of our sites, including at our sites in close proximity to Walmart stores. Contamination has been identified at certain of our current and former terminals and retail fueling stores, and we are continuing to conduct investigation and remediation activities in relation to such properties. The discovery of additional contamination or the imposition of further investigation or remediation obligations at these or other properties could result in significant costs. In some cases, we may be eligible to receive money from state "leaking-petroleum-storage-tank" trust funds to help fund remediation. However, receipt of such payments is subject to stringent eligibility requirements and other limitations that can significantly reduce the availability of such trust fund payments and may delay or increase the duration of associated cleanups. We could also be held responsible for contamination relating to third-party sites to which we or our predecessors have sent hazardous materials for recycling or disposal. We are currently identified as a potentially responsible party ("PRP") in connection with one such disposal site. Any such contamination, leaks from storage tanks or other releases of regulated materials could result in claims against us by governmental authorities and other third parties for fines or penalties, natural resource damages, personal injury, and property damage. From time to time, we are subject to legal and administrative proceedings governing the investigation and remediation of contamination or spills from current and past operations, including from our terminal operations and leaking-petroleum-storage-tanks.

Consumer demand for our products may be adversely impacted by fuel economy standards as well as greenhouse gas ("GHG") vehicle emission reduction measures. The U.S. National Highway Traffic Safety Administration ("NHTSA") is responsible for issuing Corporate Average Fuel Economy ("CAFE") regulations that

set fuel economy standards for fleets and the Environmental Protection Agency ("EPA") and the California Air Resources Board ("CARB") promulgate GHG emissions standards. In 2022, NHTSA promulgated fuel economy standards for light-duty cars and trucks for the 2024 through 2026 model years, and in 2024, NHTSA promulgated fuel economy standards for light-duty cars and trucks for the 2027 through 2031 model years, as well as standards for heavy-duty pickup trucks and vans for the 2030 through 2035 model years.

In 2021, EPA promulgated emissions standards for GHGs for the 2023 through 2026 model years, and in 2024 promulgated emission standards for GHGs and certain other pollutants known as "criteria pollutants" for the 2027 through 2032 model years. For heavy-duty vehicles and engines, EPA maintains emissions standards for criteria pollutants and GHGs. In 2022, EPA promulgated emissions standards for criteria pollutants for 2027 and beyond. In 2024, EPA promulgated emissions standards for GHGs for the 2027 through 2032 model years. Both the CAFE standards and emissions standards have been challenged in litigation. CARB also has emissions standards for criteria pollutants and GHGs, which have generally been more stringent than EPA's, and various states have adopted CARB's standards pursuant to the federal Clean Air Act. The list of opt-in states changes over time, based on the legislative, executive, and regulatory actions by each individual state.

However, in June 2025, NHTSA published an interpretive rule indicating that it would revisit its medium- and heavy-duty fuel efficiency program, including related civil penalties, to ensure it is consistent with the agency's governing statutes. In July 2025, the EPA proposed to remove GHG regulations for light-, medium-, and heavy-duty on-highway vehicles on a retrospective and prospective basis. In December 2025, NHTSA proposed revised CAFE standards for the 2022-2031 model years that reduce the stringency from what were previously finalized. Despite these recent developments regarding fuel economy and emissions standards at the federal level, any future increases in or changes to fuel economy standards or GHG emission reduction requirements could decrease demand for our products.

Air emissions from our facilities are also subject to regulation. For example, certain of our fueling stores may be required to install and maintain vapor recovery systems to control emissions of volatile organic compounds to the air during the vehicle fueling process. Although the EPA has not revised the national ambient air quality standards for ground-level ozone in recent years, any future revisions to such standards by the EPA could require additional equipment upgrades and operating controls that could increase our capital and operating expenses. Any other future environmental regulatory changes applicable to our business or operations may also result in increased compliance costs.

Our business is also subject to increasingly stringent laws and regulations governing the content and characteristics of fuel. For example, the gasoline we sell generally must meet increasingly rigorous sulfur and benzene standards. In addition, renewable fuel standards generally require refiners and gasoline blenders to meet certain volume quotas or obtain representative trading credits for renewable fuels that are established as a percentage of their finished product production. Such fuel requirements and renewable fuel standards may adversely affect our wholesale fuel purchase costs.

Sale of Regulated Products

In certain areas where our retail stores are located, state or local laws limit the hours of operation for the sale of alcoholic beverages and restrict the sale of alcoholic beverages and nicotine products to persons younger than a certain age. State and local regulatory agencies have the authority to approve, revoke, suspend or deny applications for and renewals of permits and licenses relating to the sale of alcoholic beverages, as well as to issue fines to convenience stores for the improper sale of alcoholic beverages and nicotine products. Failure to comply with these laws may result in the loss of necessary licenses and the imposition of fines and penalties on us. Such a loss or imposition could have a material adverse effect on our business, liquidity and results of operations. In many states, retailers of alcoholic beverages have been held responsible for damages caused by intoxicated individuals who purchased alcoholic beverages from them. While the potential exposure for damage claims as a seller of alcoholic beverages and nicotine products is substantial, we have adopted procedures intended to minimize such exposure. We also adhere to federal, state, and local regulations governing sales on lottery and all other age-restricted products in the jurisdictions in which we operate.

Safety

We are subject to the requirements of the federal Occupational Safety and Health Act (“OSHA”) and comparable state statutes that regulate the protection of the health and safety of workers. In addition, the OSHA hazard communication standard requires that certain information be maintained about hazardous materials used or produced in our operations and that this information be provided to employees, state and local governmental authorities and citizens.

Other Regulatory Matters

Our retail stores are also subject to regulation by federal agencies and to licensing and regulations by state and local health, sanitation, fire and other departments relating to the development and operation of retail stores, including regulations relating to zoning and building requirements and the preparation and sale of food. Difficulties in obtaining or failures to obtain the required licenses or approvals could delay or prevent the development of a new retail store in a particular area.

Our operations are also subject to federal and state laws governing such matters as wage rates, overtime and citizenship requirements. At the federal and state levels, there are proposals under consideration from time to time to increase minimum wage rates and periods of protected leaves. Increases in wages, overtime pay, or benefits due to changes in the statutory minimum salary requirements or minimum wage rates or mandated health benefits would result in an increase in our labor costs. Such cost increases, or the penalties for failing to comply, could adversely affect our business, financial condition, and results of operations. We monitor such changes to ensure our continued compliance with these ever-changing regulations.

Human Capital

At Murphy USA, we know that the strength of our workforce is critical to our long-term success and we strive to build upon this through the foundation laid by our Principles. As of December 31, 2025, Murphy USA had approximately 16,900 employees, including 5,900 full-time employees and 11,000 part-time employees working at our stores, National Contact Center, and corporate headquarters.

Murphy USA is committed to the attraction, development, retention, and safety of our employees. Our initiatives for fiscal year 2025 addressed, among other things, (i) Our Principles, (ii) Talent Management, (iii) Total Rewards, and (iv) Workforce Safety.

Our Principles are the heart of our rich culture, creating the foundation of how we operate at Murphy USA. They are the values that shape the strong character of our company. The basis for our human capital management focus is driven by our core Principles of Integrity, Respect, Citizenship, and Spirit.

Integrity	Respect	Citizenship	Spirit
Be persistently ethical and honest to foster trust. We carry ourselves with a quiet confidence because we know that – in the long run — our character will speak for itself. We always do the right thing, even when no one is watching.	Value and appreciate others. We encourage and promote diverse approaches in all our thoughts, ideas and actions. We understand the value gained through embracing the strengths, experiences, and perspectives of others.	Believe in the power of good actions. We are committed to the greater good for our employees, company, customers, suppliers and other stakeholders. We are responsible and involved in the communities in which we live and work as ambassadors of Murphy USA.	Strive to be the best. We are highly engaged and truly care about what we do and how we are perceived. We have a strong desire to exceed our customers’ expectations. We work closely with each other to drive our success through reliable and consistent execution.

We are committed to living our Principles, specifically, the principle of "Respect" as we strive for each employee to feel valued and respected for the unique talent, skill and background they bring to the organization.

We are intentional about promoting visible and invisible diversity throughout Murphy USA through several talent initiatives:

- We invest in established partnerships with diverse colleges and universities.
- We identify critical roles and potential successors with our succession management program.
- We lift up talent through differentiated and personalized development opportunities.

We employ thoughtful talent management strategies, including annual succession planning, semi-annual people reviews, promotion review committees, mid-year and annual performance reviews, and cohort performance review calibrations.

We are dedicated to helping our employees succeed professionally by offering a robust suite of learning and development opportunities.

- Our field teams have comprehensive functional training programs at each level.
- We have individual development plans (IDPs) and an eLearning platform to support employee-driven development.
- We offer a formal stretch role and assignment process to support development at all levels.
- We have a mentorship process.
- Leadership development opportunities are available for all leaders and additional development opportunities are available to all home office team members.
- We provide tuition reimbursement for home office employees, store managers, and assistant store managers.
- We sponsor employees seeking to earn their GED.

We have demonstrated a history of investing in our employees by offering competitive salaries and wages. We offer comprehensive benefit packages designed to support employees' overall well-being. We have benefit packages available at all levels of the organization and continuously evaluate plan offerings to further support our employees. The benefits package offered to our full-time employees includes:

- Comprehensive health benefits (both in-person and telehealth), flex spending accounts & health savings accounts, prescription, dental, and vision benefits.
- Life insurance, accident and hospital indemnity insurance and critical illness insurance.
- Long-term disability and short-term disability, leave of absence benefits.
- Parental leave available to all new parents for birth, adoption, or foster placement.
- An Employee Assistance Program.
- 401K program with company match.
- Paid time off: including vacation, sick, parental, bereavement, and holidays.

A thoughtful and well-planned approach has been taken to evaluate and execute benefits consolidation between Murphy USA and QuickChek. We are proud to say we have completed the alignment of all QuickChek benefit programs and vendors have been integrated with Murphy USA's, inclusive of medical, dental, vision, life, accident, disability, flexible spending, and retirement. In addition, an enterprise approach to benefit offerings and eligibility was completed in 2025, ensuring equitable, competitive benefit packages for all eligible employees.

We are committed to keeping our employees and customers safe through fostering and maintaining a strong safety culture and emphasizing the importance of our employees' role in identifying, mitigating and communicating safety risks. We have continued to build our rapid response program to ensure safety events

(i.e., slip and falls, medical emergencies, and vehicle accidents) are escalated quickly and responded to efficiently.

Properties

Our headquarters of approximately 120,000 square-feet is located at 200 Peach Street, El Dorado, Arkansas. We also own and operate two other office buildings in El Dorado, Arkansas that house our store support center and certain technology services personnel, and we own and operate an office building and training center in Whitehouse Station, New Jersey for our QuickChek store support personnel. We have numerous owned and leased properties for our retail fueling stores as described under "Description of Our Business," as well as wholly-owned product distribution terminals.

Website access to SEC Reports

Interested parties may obtain the Company's public disclosures filed with the Securities and Exchange Commission ("SEC"), including Form 10-K, Form 10-Q, Form 8-K and other documents, by accessing the Investor Relations section of Murphy USA Inc.'s website at <https://ir.corporate.murphyusa.com>.

Our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and any amendments to these reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 are available on our website, free of charge, as soon as reasonably practicable after such reports are filed with, or furnished to, the SEC. Alternatively, you may access these reports at the SEC's website at <https://www.sec.gov>. The information contained on these websites referenced herein is not incorporated by reference into this filing.

Item 1A. RISK FACTORS

You should carefully consider each of the following risks and all of the other information contained in this Annual Report on Form 10-K.

Our business, prospects, financial condition, results of operations or cash flows could be materially and adversely affected by any of these risks, and, as a result, the trading price of our common stock could decline.

Risks Relating to Our Company

Our business and our reputation could be adversely affected by the failure to protect sensitive customer, employee or vendor data or to comply with applicable regulations relating to data security and privacy.

In the normal course of our business as a gasoline and merchandise retailer, we obtain large amounts of personal data, including credit and debit card information from our customers. We also engage third-party vendors that provide technology, systems, and services to facilitate our collection, retention, processing and transmission of this information. A breakdown or a breach in our systems or in the systems of our third-party vendors that results in the unauthorized release of individually identifiable customer or other sensitive data could have a material adverse effect on our reputation, operating results and financial condition. Such a breakdown or breach could also materially increase the costs we incur to protect against such risks. Also, a material failure on our part, or the part of our vendors, to comply with regulations relating to our obligation to protect such sensitive data or the privacy rights of our customers, employees and others could subject us to fines or other regulatory sanctions and potentially to lawsuits and adversely affect our brand name.

Our operations present hazards and risks, which may not be fully covered by insurance, if insured. If a significant accident or event occurs for which we are not adequately insured, our operations and financial results could be adversely affected.

The scope and nature of our operations are subject to a variety of operational hazards and risks, including explosions, fires, toxic emissions, and natural catastrophes that must be managed through continual

oversight and control. These and other risks are present throughout our operations. As protection against these hazards and risks, we maintain insurance against many, but not all, potential losses or liabilities arising from such risks. Uninsured losses and liabilities arising from operating risks could reduce the funds available to us for capital and investment spending and could have a material adverse effect on our financial condition, results of operations and cash flows.

Our indebtedness could restrict our business and adversely impact our financial condition, results of operations or cash flows; our leverage could increase the overall cost of debt funding and decrease the overall debt capacity and commercial credit available to us in the future.

We have debt obligations that could restrict our business and adversely impact our financial condition, results of operations or cash flows. This outstanding indebtedness could have significant consequences to our future operations, including:

- making it more difficult for us to meet our payment and other obligations under our outstanding debt;
- resulting in an event of default if we fail to comply with the financial and other restrictive covenants contained in our debt agreements, which event of default could result in all of our debt becoming immediately due and payable;
- reducing the availability of our cash flow to fund working capital, capital expenditures, acquisitions and other general corporate purposes, and limiting our ability to obtain additional financing for these purposes;
- limiting our flexibility in planning for, or reacting to, and increasing our vulnerability to, changes in our business, the industry in which we operate and the general economy; and
- placing us at a competitive disadvantage compared to our competitors that have less debt or are less leveraged.

Any of the above-listed factors could have an adverse effect on our business, financial condition and results of operations.

In addition, our credit facilities and the indentures that govern the notes include restrictive covenants that, subject to certain exceptions and qualifications, restrict or limit our ability and the ability of our restricted subsidiaries to, among other things, incur additional indebtedness, pay dividends, make certain investments, sell certain assets and enter into certain strategic transactions, including mergers and acquisitions. These covenants and restrictions could affect our ability to operate our business, and may limit our ability to react to market conditions or take advantage of potential business opportunities as they arise.

Our leverage may increase the overall cost of debt funding and decrease the overall debt capacity and commercial credit available to us. Our leverage could increase with additional borrowings on our shelf registration statement or increases in the size of our revolving credit facility or term loan. We have below investment-grade ratings on our notes from Moody's and S&P while our credit facilities are rated investment grade. Our credit ratings could be lowered or withdrawn entirely by a ratings agency if, in its judgment, the circumstances warrant. If our existing ratings are lowered, or otherwise we do not obtain an investment grade rating in the future for the notes, or if we do and a rating agency were to downgrade us again to below investment grade, our borrowing costs would increase and our funding sources could decrease. Actual or anticipated changes or downgrades in our ratings, including any announcement that our ratings are under review for a downgrade, could adversely affect our business, cash flows, financial condition and operating results.

Our ability to meet our payment obligations under the notes and our other debt depends on our ability to generate significant cash flow in the future.

Our ability to meet our payment and other obligations under our debt instruments, including the notes, depends on our ability to generate significant cash flow in the future. This, to some extent, is subject to general economic, financial, competitive, legislative and regulatory factors as well as other factors that are beyond our control. We cannot provide assurance that our business will generate cash flow from operations, or that future

borrowings will be available to us under our credit agreement or any future credit facilities or otherwise, in an amount sufficient to enable us to meet our payment obligations under the notes and our other debt and to fund other liquidity needs. If we are not able to generate sufficient cash flow to service our debt obligations, we may need to refinance or restructure our debt, including the notes, sell assets, reduce or delay capital investments, or seek to raise additional capital. If we are unable to implement one or more of these alternatives, we may not be able to meet our payment obligations under the notes and our other debt.

Despite our current indebtedness levels, we may be able to incur substantially more debt. This could exacerbate further the risks associated with our leverage.

We and our subsidiaries may incur substantial additional indebtedness, including secured indebtedness, in the future, subject to the terms of the indentures governing the notes and our credit agreement that limit our ability to do so. Such additional indebtedness may include additional notes, which will also be guaranteed by the guarantors, to the extent permitted by the indentures and our credit agreement. Although the indentures limit our ability and the ability of our subsidiaries to create liens securing indebtedness, there are significant exceptions to these limitations that will allow us and our subsidiaries to secure significant amounts of indebtedness without equally and ratably securing the notes. If we or our subsidiaries incur secured indebtedness and such secured indebtedness is either accelerated or becomes subject to a bankruptcy, liquidation or reorganization, our and our subsidiaries' assets would be used to satisfy obligations with respect to the indebtedness secured thereby before any payment could be made on the notes that are not similarly secured. In addition, the indentures governing the Senior Notes will not prevent us or our subsidiaries from incurring other liabilities that do not constitute indebtedness. If new debt or other liabilities are added to our current debt levels, the related risks that we now face could intensify.

Failure to maintain the quality and safety of our food products could adversely impact our reputation and business.

As we continue to focus on enhancing our food and beverage offerings, concerns regarding the quality or safety of our food products or our food supply chain, even if factually incorrect or based on isolated incidents, could hurt our sales of prepared food products and possibly lead to product liability and personal injury claims, litigation, governmental agency investigations and damages.

We may need to recognize impairment charges related to goodwill, identified intangible assets and fixed assets.

We have balances of goodwill and intangible assets as a result of the QuickChek acquisition. We are required to test goodwill and any other intangible assets with an indefinite life for possible impairment on the same date each year and on an interim basis if there are indicators of a possible impairment. We are also required to evaluate amortizable intangible assets and fixed assets for impairment if there are indicators of a possible impairment. In 2025 and 2024, we recorded impairment charges related to fixed assets of \$5.3 million and \$8.2 million, respectively, that were largely attributable to competitive pressures in certain Northeast markets. We may have additional impairment charges in future periods in connection with our periodic evaluation of our goodwill and intangible assets.

There is significant judgment required in the analysis of a potential impairment of goodwill, identified intangible assets and fixed assets. If, as a result of a general economic slowdown, deterioration in one or more of the markets in which we operate or impairment in our financial performance and/or future outlook, the estimated fair value of our long-lived assets decreases, we may determine that one or more of our long-lived assets is impaired. An impairment charge would be determined based on the estimated fair value of the assets and any such impairment charge could have a material adverse effect on our business, financial condition and results of operations.

Risks Relating to Our Business

Volatility in the global prices of oil and petroleum products and general economic conditions that are largely out of our control, as well as seasonal variations in fuel pricing, can significantly affect our operating results.

Our net income is significantly affected by changes in the margins on retail and wholesale gasoline marketing operations. Oil and domestic wholesale gasoline markets are volatile. General political conditions, acts of war or terrorism and instability in oil producing regions, particularly in the Middle East and South America, and the value of U.S. dollars relative to other foreign currencies, particularly those of oil producing nations, have significantly affected and in the future could significantly affect oil supplies and wholesale gasoline costs. In addition, the supply of gasoline and our wholesale purchase costs can be adversely affected in the event of a shortage, which could result from, among other things, lack of capacity at oil refineries, sustained increase in global demand or the fact that our gasoline contracts do not guarantee an uninterrupted, unlimited supply of gasoline. Our wholesale purchase costs could also be adversely affected by increasingly stringent regulations regarding the content and characteristics of fuel products. Significant increases and volatility in wholesale gasoline costs could result in lower gasoline gross margins per gallon. This volatility makes it extremely difficult to predict the effect that future wholesale cost fluctuations will have on our operating results and financial condition in future periods.

Except in limited cases, we typically do not seek to hedge any significant portion of our exposure to the effects of changing prices of commodities. Dramatic increases in oil prices reduce retail gasoline gross margins, because wholesale gasoline costs typically increase faster than retailers are able to pass them along to customers. We purchase refined products, particularly gasoline, needed to supply our retail stores. Therefore, our most significant costs are subject to volatility of prices for these commodities. Our ability to successfully manage operating costs is important because we have little or no influence on the sales prices or regional and worldwide consumer demand for oil and gasoline. Furthermore, oil prices, wholesale fuel costs, fuel sales volumes, fuel gross margins and merchandise sales can be subject to seasonal fluctuations. For example, consumer demand for fuel typically increases during the summer driving season, and typically falls during the winter months. Travel, recreation and construction are typically higher in these months in the geographic areas in which we operate, increasing the demand for fuel and merchandise that we sell. Therefore, our revenues and/or sales volumes are typically higher in the second and third quarters of our fiscal year. A significant change in any of these factors, including a significant decrease in consumer demand (other than typical seasonal variations), could materially affect our fuel and merchandise volumes, fuel gross profit and overall customer traffic, which in turn could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Further, recessionary economic conditions, higher interest rates, higher gasoline and other energy costs, inflation, increases in commodity prices, higher levels of unemployment, higher consumer debt levels, higher tax rates and other changes in tax laws or other economic factors may affect consumer spending or buying habits, and could adversely affect the demand for products we sell at our retail stores. Unfavorable economic conditions, higher gasoline prices and unemployment levels can affect consumer confidence, spending patterns and vehicle miles driven. These factors can lead to sales declines in both gasoline and general merchandise, and in turn have an adverse impact on our business, financial condition, results of operations and cash flows.

We are exposed to risks associated with the interruption of supply and increased costs as a result of our reliance on third-party supply and transportation of refined products.

We utilize key product supply and wholesale assets, including our pipeline positions and product distribution terminals, to supply our retail fueling stores. Much of our competitive advantage arises out of these arrangements which, when disrupted, have in the past and could in the future adversely affect us, and such effects could be material. In addition to our own operational risks discussed above, we could experience interruptions of supply or increases in costs to deliver refined products to market if the ability of the pipelines or vessels to transport petroleum or refined products is disrupted because of weather events, accidents, governmental regulations or third-party actions.

An inability to maintain a multi-year new store project pipeline may cause our Company's growth to slow in 2026 and beyond.

Our ability to grow by 45 to 55 new stores and up to 30 raze-and-rebuild stores in 2026 and by 50-plus NTI stores and up to 30 raze-and-rebuild stores in future years relies on the continued growth of our project pipeline and the building material supply chain. We have a very active Asset Development group that works to focus on our key target areas to locate suitable traffic count locations for this future growth. If the Asset Development group is unable to locate suitable locations or is unable to close the acquisition of those locations in a timely fashion, the Company could find that it does not have sufficient land to fulfill its pipeline. Further, permitting delays due to local governmental agency ability to timely respond to our requests or construction delays from supply chain or labor constraints could also negatively impact our project pipeline.

We currently have one primary supplier for over 78% of our merchandise. A disruption in supply could have a material effect on our business.

In 2025, over 78% of our merchandise, including most nicotine products and grocery items, was purchased from a single wholesale grocer, Core-Mark. In November 2025, we renewed and extended for another five years a supply contract with Core-Mark through the year 2031. If Core-Mark is unable to fulfill its obligations under our contract, alternative suppliers that we could use in the event of a disruption may not be immediately available or offer merchandise on similar commercial terms. A disruption in supply could have a material effect on our business, financial condition, results of operations and cash flows.

Changes in credit card expenses could reduce our profitability, especially on fuel transactions.

A significant portion of our retail sales involve payment using credit cards. We are assessed credit card fees as a percentage of transaction amounts and not as a fixed dollar amount or percentage of our gross margins. Higher fuel prices result in higher credit card expenses, and an increase in credit card use or an increase in credit card fees would have a similar effect. Therefore, credit card fees charged on fuel related purchases that are more expensive as a result of higher fuel prices are not necessarily accompanied by higher gross margins. In fact, such fees may cause lower profitability. Lower income on fuel sales caused by higher credit card fees may decrease our overall profitability and could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Walmart continues to be a key relationship with regard to our Murphy USA network.

At December 31, 2025, most of our Murphy branded stores were located in close proximity to Walmart Supercenter stores and we participate in the Walmart+ program. Therefore, our relationship with Walmart, the continued goodwill of Walmart and the integrity of Walmart's brand name in the retail marketplace are all important drivers for our business. Any deterioration in our relationship with Walmart could have an adverse effect on operations of the stores that are branded Murphy USA and participate in a discount. In addition, our competitive posture could be weakened by negative changes at Walmart. Many of our Company stores benefit from customer traffic generated by Walmart retail stores, and if the customer traffic through these host stores decreases due to the economy or for any other reason, our sales could be materially and adversely affected.

Walmart retains certain rights in its agreements with us, which may adversely impact our ability to conduct our business.

Our owned properties that were purchased from Walmart are subject to Easements with Covenants and Restrictions Affecting Land (the "ECRs") between us and Walmart. The ECRs impose customary restrictions on the use of our properties, which Walmart has the right to enforce. The ECRs also provide that if we propose to sell a fueling store property or any portion thereof (other than in connection with the sale of all or substantially all of our properties that were purchased from Walmart or in connection with a bona fide financing), Walmart has a right of first refusal to purchase such property or portion thereof on similar terms. Subject to certain exceptions (including a merger in which we participate, the transfer of any of our securities or a change in control of us), if we market for sale to a third party all or substantially all of our properties that were purchased from Walmart, or if we receive an unsolicited offer to purchase such properties that we intend to accept, we are required to notify Walmart. Walmart then has the right, within 90 days of receipt of such notice, to make an offer to purchase

such properties. If Walmart makes such an offer, for a period of one year we will generally only be permitted to accept third-party offers where the net consideration to us would be greater than that offered by Walmart.

The ECRs also prohibit us from transferring all or substantially all of our fueling store properties that were purchased from Walmart to a “competitor” of Walmart, as reasonably determined by Walmart. The term “competitor” is generally defined in the ECRs as an entity that owns, operates or controls grocery stores or supermarkets, wholesale club operations similar to that of a Sam’s Club, discount department stores or other discount retailers similar to any of the various Walmart store prototypes or pharmacy or drug stores.

Similarly, some of our leased properties are subject to certain rights retained by Walmart. Our master lease agreement states that if Murphy Oil USA, Inc. is acquired or becomes party to any merger or consolidation that results in a material change in the management of the stores, Walmart will have the option to purchase the stores at fair market value. The master lease also prohibits us from selling all or any portion of a store without first offering to sell all or such portion to Walmart on the same terms and conditions. These provisions may restrict our ability to conduct our business on the terms and in the manner we consider most favorable and may adversely affect our future growth.

The current level of revenue that is generated from RINs may be highly variable.

Murphy USA's business generates revenues from capturing and subsequently selling Renewable Identification Numbers (“RINs”), a practice enabled through the blending of petroleum-based fuels with renewable fuels. The market price for RINs fluctuates based on a variety of factors, including but not limited to governmental and regulatory action and market dynamics. In 2025, the market price continued to fluctuate but was higher on average than the prior year. Variations in the market price of RINs can also have an impact on our cost of goods sold for petroleum products, which can be positive or negative depending on the movement of the market prices of RINs. Although a decline in the market prices could have a material impact on the Company's revenues, Murphy USA's business model is not dependent on its ability to generate revenues from this portion of other operating income.

Current litigation and future rule making could impact the Renewable Fuel Standard (“RFS”) program. The RFS program is the regulatory means by which the federal government requires the introduction of an increasing amount of renewable fuel into the fuel supply. As it is, refiners are obligated to obtain—either by blending biofuels into petroleum-based fuels or through purchase on the open market—and then retire RINs to satisfy their individual obligations.

We could be adversely affected if we are not able to attract and retain qualified personnel.

We are dependent on our ability to attract and retain qualified personnel. If, for any reason, we are not able to attract and retain qualified personnel, our business, financial condition, results of operations and cash flows could be adversely affected.

Capital financing may not always be available to fund our activities.

We usually must spend and risk a significant amount of capital to fund our activities. Although most capital needs are funded from operating cash flow, the timing of cash flows from operations and capital funding needs may not always coincide, and the levels of cash flow may not fully cover capital funding requirements.

From time to time, we may need to supplement our cash generated from operations with proceeds from financing activities. We have entered into a credit facility to provide us with available financing for working capital and other general corporate purposes. This credit facility is intended to meet any ongoing cash needs in excess of internally generated cash flows. Uncertainty and volatility in financial markets may materially impact the ability of the participating financial institutions to fund their commitments to us under our credit facility. Accordingly, we may not be able to obtain the full amount of the funds available under our credit facility to satisfy our cash requirements, and our failure to do so could have a material adverse effect on our operations and financial position.

Risks Relating to Our Industry

We operate in a highly competitive industry, which could adversely affect us in many ways, including our profitability, our ability to grow, and our ability to manage our businesses.

We operate in the oil and gas industry and experience intense competition from other independent retail and wholesale gasoline marketing companies. The U.S. petroleum marketing business is highly competitive, particularly with regard to accessing and marketing petroleum and other refined products. We compete with other chains of retail fuel stores for fuel supply and in the retail sale of refined products to end consumers, primarily on the basis of price, but also on the basis of convenience and consumer appeal. In addition, we may also face competition from other retail fueling stores that adopt marketing strategies similar to ours by associating with non-traditional retailers, such as supermarkets, discount club stores and hypermarkets, particularly in the geographic areas in which we operate. We expect that our industry will continue to trend toward this model, resulting in increased competition to us over time. Moreover, because we do not produce or refine any of the petroleum or other refined products that we market, we compete with retail gasoline companies that have ongoing supply relationships with affiliates or former affiliates that manufacture refined products. We also compete with integrated companies that have their own production and/or refining operations that are at times able to offset losses from marketing operations with profits from producing or refining operations and may be better positioned to withstand periods of depressed retail margins or supply shortages. In addition, we compete with other retail and wholesale gasoline marketing companies that have more extensive retail outlets and greater brand name recognition. Some of our competitors have been in existence longer than we have and have greater financial, marketing and other resources than we do. As a result, these competitors may have a greater ability to bear the economic risks inherent in all phases of our business and may be able to respond better to changes in the economy and new opportunities within the industry. Such competition could adversely affect us, including our profitability, our ability to grow and our ability to manage our business.

In addition, the retail gasoline industry in the United States is highly competitive due to ease of entry and constant change in the number and type of retailers offering similar products and services. With respect to merchandise, our retail stores compete with other convenience store chains, independently-owned convenience stores, supermarkets, drugstores, discount clubs, gasoline service stores, mass merchants, fast-food operations and other similar retail outlets. Non-traditional retailers, including supermarkets, discount club stores and mass merchants, now compete directly with retail gasoline stores. These non-traditional gasoline retailers have obtained a significant share of the gasoline market, and their market share is expected to grow, and these retailers may use promotional pricing or discounts, both at the fuel pump and in the convenience store, to encourage in-store merchandise sales and gasoline sales. In addition, some large retailers and supermarkets are adjusting their store layouts and product prices in an attempt to appeal to convenience store customers. Major competitive factors include: location, ease of access, product and service selection, gasoline brands, pricing, customer service, store appearance, cleanliness and safety. Competition from these retailers may reduce our market share and our revenues, and the resulting impact on our business and results of operations could be materially adverse.

Future nicotine legislation and/or regulation, potential court rulings affecting the nicotine industry, campaigns to discourage smoking, increases in nicotine taxes and wholesale cost increases of nicotine products could have a material adverse impact on our retail operating revenues and gross margin.

Sales of nicotine products have historically accounted for an important portion of our total sales of convenience store merchandise. Significant increases in wholesale costs and tax increases on nicotine products, as well as future legislation and/or regulation, potential rulings in court cases impacting the nicotine industry, and national and local campaigns to discourage the use of nicotine products in the United States, may have an adverse effect on the demand for nicotine products, and therefore reduce our revenues and profits. Also, increasing regulations, including those for e-cigarettes, vapor products, and new nicotine products could offset some of the recent gains we have experienced from selling these products. Local governing bodies continue to consider banning specific nicotine products and have done so in some instances. If such efforts continue to be successful, it could have a further negative impact on our nicotine sales. Conversely, failure to enforce laws on the books of certain jurisdictions related to vapor products can have a negative impact on our sales and margin for those products.

Likewise, major cigarette manufacturers currently offer substantial rebates to retailers unless prohibited by state or local laws. We include these rebates as a component of our gross margin. In the event these rebates are no longer offered, or decreased, our profit from cigarette sales will decrease accordingly. These factors could materially and adversely affect our retail price of nicotine products, unit volume and sales, merchandise gross margin and overall customer traffic. Reduced sales of nicotine products or smaller gross margins on the sales we make could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Changes in consumer behavior and travel as a result of changing economic conditions, the development of alternative energy technologies or otherwise could affect our business.

In the retail gasoline industry, customer traffic is generally driven by consumer preferences and spending trends, growth rates for commercial truck traffic and trends in travel and weather. Changes in economic conditions generally, or in the regions in which we operate, could adversely affect consumer spending patterns and travel in our markets. In particular, weakening economic conditions may result in decreases in miles driven and discretionary consumer spending and travel, which affect spending on gasoline and convenience items. In addition, changes in the types of products and services demanded by consumers may adversely affect our merchandise sales and gross margin. Additionally, negative publicity or perception surrounding gasoline suppliers could adversely affect their reputation and brand image, which may negatively affect our gasoline sales and gross margin. Our success depends on our ability to anticipate and respond in a timely manner to changing consumer demands and preferences while continuing to sell products and services that remain relevant to the consumer and thus will positively impact overall retail gross margin.

Similarly, advanced technology, improved fuel efficiency and increased use of “green” automobiles (e.g., those automobiles that do not use gasoline or that are powered by hybrid engines) could reduce demand for gasoline and could otherwise change our customers' shopping habits or lead to new forms of fueling destinations or new competitive pressures. Developments regarding climate change and the effects of greenhouse gas emissions on climate change and the environment have led to increased use of lower- or zero-emission automobiles. Other market and social initiatives such as public and private initiatives that aim to subsidize the development of non-fossil fuel energy sources may also reduce the competitiveness of gasoline. Consequently, the increased adoption of lower- or zero-emission automobiles and general attitudes toward gasoline and its relationship to the environment may significantly affect our sales and ability to market our products. Reduced consumer demand for gasoline could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Our operations and earnings have been and will continue to be affected by worldwide political developments.

Many governments, including those that are members of the Organization of Petroleum Exporting Countries (“OPEC”), unilaterally intervene at times in the orderly market of petroleum and natural gas produced in their countries through such actions as setting prices, determining rates of production, and controlling who may buy and sell the production. In addition, prices and availability of petroleum, natural gas and refined products could be influenced by political unrest and by various governmental policies to restrict or increase petroleum usage and supply. Other governmental actions that could affect our operations and earnings include tax changes, royalty increases and regulations concerning: currency fluctuations, protection and remediation of the environment, concerns over the possibility of global warming being affected by human activity including the production and use of hydrocarbon energy, restraints and controls on imports and exports, safety, and relationships between employers and employees. As a retail motor fuel marketing company, we are significantly affected by these factors. Because these and other factors are subject to changes caused by governmental and political considerations and are often made in response to changing internal and worldwide economic conditions and to actions of other governments or specific events, it is not practical to attempt to predict the effects of such factors on our future operations and earnings.

Our business is subject to operational hazards and risks normally associated with the marketing of petroleum products.

We operate in many different locations around the United States. The occurrence of an event, including but not limited to acts of nature such as hurricanes, floods, earthquakes and other forms of severe weather, and mechanical equipment failures, industrial accidents, fires, explosions, acts of war and terrorist attacks could result in damage to our facilities, and the resulting interruption and loss of associated revenues; environmental pollution or contamination; and personal injury, including death, for which we could be deemed to be liable, and which could subject us to substantial fines and/or claims for punitive damages.

We store gasoline in storage tanks at our retail stores. Our operations are subject to significant hazards and risks inherent in storing gasoline. These hazards and risks include, but are not limited to, fires, explosions, spills, discharges and other releases, any of which could result in distribution difficulties and disruptions, environmental pollution, fines imposed by governmental agencies or cleanup obligations, personal injury or wrongful death claims and other damage to our properties and the properties of others. Any such event could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Certain of our assets such as gasoline terminals and certain retail fueling stores lie near the U.S. coastline and are vulnerable to hurricane and tropical storm damages, which may result in shutdowns. The U.S. hurricane season runs from June through November, but the most severe storm activities usually occur in late summer. Moreover, it should be noted that some scientists have predicted that increasing concentrations of greenhouse gases in the earth's atmosphere may produce climate changes that have significant physical effects, such as increased frequency and severity of storms, droughts, and floods and other climatic events, which could adversely impact our operations. Although we maintain insurance for certain of these risks as described below, due to policy deductibles and possible coverage limits, weather-related risks are not fully insured.

We are subject to various environmental laws, regulations and permit requirements, which could expose us to significant expenditures, liabilities or obligations and reduce product demand.

We are subject to stringent federal, state and local environmental laws and regulations governing, among other things, the generation, storage, handling, use and transportation of petroleum products and hazardous materials; the emission and discharge of such substances into the environment; the content and characteristics of fuel products; the process safety of our facilities; and human health and safety. Pursuant to such environmental laws and regulations, we are also required to obtain permits from governmental authorities for certain of our operations. While we strive to abide by these requirements, we cannot provide any assurance that we have been or will be at all times in compliance with such laws, regulations and permits. If we violate or fail to comply with these requirements, we could be subject to litigation, costs, fines or other sanctions. Environmental requirements, and the enforcement and interpretation thereof, change frequently and have generally become more stringent over time. Compliance with existing and future environmental laws, regulations and permits may require significant expenditures. In addition, to the extent fuel content and characteristic standards increase our wholesale purchase costs, we may be adversely affected if we are unable to recover such costs in our pricing.

We could be subject to joint and several as well as strict liability for environmental contamination, without regard to fault or the legality of our conduct. In particular, we could be liable for contamination relating to properties that we own, lease or operate or that we or our predecessors previously owned, leased or operated. Substantially all of these properties have or in the past had storage tanks to store motor fuel or petroleum products. Leaks from such tanks may impact soil or groundwater and could result in substantial costs. We could also be held responsible for contamination relating to third-party sites to which we or our predecessors have sent regulated materials. In addition to potentially significant investigation and remediation costs, any such contamination, leaks from storage tanks or other releases of regulated materials can give rise to claims from governmental authorities and other third parties for fines or penalties, natural resource damages, personal injury and property damage.

Our business is also affected by fuel economy standards and GHG vehicle emission reduction measures. To the extent such fuel economy and GHG reduction requirements become more stringent over time, demand for our products may be adversely affected. In addition, some of our facilities are subject to GHG regulation. We are currently required to report annual GHG emissions from certain of our operations, and additional GHG emission-related requirements that may affect our business have been finalized or are in various phases of discussion or implementation. Any existing or future GHG emission requirements could result in increased operating costs and additional compliance expenses.

Our expenditures, liabilities and obligations relating to environmental matters could have a material adverse effect on our business, product demand, reputation, results of operations and financial condition.

We rely on our technology systems and network infrastructure to manage numerous aspects of our business, and a disruption of these systems could adversely affect our business.

We depend on our technology systems and network infrastructure to manage numerous aspects of our business and provide analytical information to management. These systems are an essential component of our business and growth strategies, and a serious disruption to them could significantly limit our ability to manage and operate our business efficiently. These systems are vulnerable to, among other things, damage and interruption from power loss or natural disasters, computer system and network failures, loss of telecommunications services, physical and electronic loss of data, security breaches and computer viruses, which could result in a loss of sensitive personal data, including credit and debit card information from our customers, sensitive business information, systems interruption or the disruption of our business operations. To protect against unauthorized access or attacks, we have implemented infrastructure protection technologies such as theft and disaster recovery plans, but there can be no assurance that a technology systems breach or systems failure, which may occur and go undetected, will not have a material adverse effect on our financial condition or results of operations.

Our retail operations are subject to extensive governmental laws and regulations, and the cost of compliance with such laws and regulations can be material.

Our retail operations are subject to extensive local, state and federal governmental laws and regulations relating to, among other things, the sale of alcohol, nicotine, lottery and lotto, employment conditions, including minimum wage requirements, and public accessibility requirements. The cost of compliance with these laws and regulations can have a material adverse effect on our business, financial condition, results of operations and cash flows. In addition, failure to comply with local, state and federal laws and regulations to which our operations are subject may result in penalties (including loss of licenses, eligibility to accept certain governmental benefits, such as Supplemental Nutrition Assistance Program ("SNAP") benefits or significant fines) and costs that could adversely affect our business, financial condition, results of operations and cash flows. In addition, restrictions on product eligibility under SNAP could negatively impact our sales in future periods.

In certain areas where our retail stores are located, state or local laws limit the retail stores' hours of operation or sale of alcoholic beverages, nicotine products, possible inhalants and lottery tickets, in particular to minors. Failure to comply with these laws could adversely affect our revenues and results of operations because these state and local regulatory agencies have the power to revoke, suspend or deny applications for and renewals of permits and licenses relating to the sale of these products or to seek other remedies, such as the imposition of fines or other penalties.

Regulations related to wages also affect our business. Any appreciable increase in the statutory minimum wage or changes in overtime rules would result in an increase in our labor costs and such cost increase, or the penalties for failing to comply with such statutory minimums, could adversely affect our business, financial condition, results of operations and cash flows.

Any changes in the laws or regulations described above that are adverse to us and our properties could affect our operating and financial performance. In addition, new regulations are proposed from time to time which, if adopted, could have a material adverse effect on our business, financial condition, results of operations and cash flows.

Future consumer or other litigation could adversely affect our business, financial condition, results of operations and cash flows.

Our retail operations are characterized by a high volume of customer traffic and by transactions involving a wide array of product selections. These operations carry a higher exposure to consumer litigation risk when compared to the operations of companies operating in many other industries. Consequently, we have been, and may in the future be from time to time, involved in lawsuits seeking cash settlements for alleged personal injuries, property damages and other business-related matters, as well as energy content, off-specification gasoline, products liability and other legal actions in the ordinary course of our business. While these actions are generally routine in nature and incidental to the operation of our business, if our assessment of any action or actions should prove inaccurate, our business, financial condition, results of operations and cash flows could be adversely affected. For more information about our legal matters, see Note 19 “Contingencies” to the audited consolidated financial statements for the three years ended December 31, 2025 included in this Annual Report on Form 10-K. Further, adverse publicity about consumer or other litigation may negatively affect us, regardless of whether the allegations are true, by discouraging customers from purchasing fuel or merchandise at our retail stores.

Compliance with and changes in tax laws could adversely affect our performance.

We are subject to extensive tax liabilities imposed by multiple jurisdictions, including income taxes, indirect taxes (excise/duty, sales/use and gross receipts taxes), payroll taxes, franchise taxes, withholding taxes and ad valorem taxes. Tax laws and regulations are dynamic and subject to change as new laws are passed and new interpretations of existing laws are issued and applied. This activity could result in increased expenditures for tax liabilities in the future. Many of these liabilities are subject to periodic audits by the respective taxing authority. Subsequent changes to our tax liabilities as a result of these audits may subject us to interest and penalties.

Pandemics or disease outbreaks, may disrupt consumption and trade patterns, supply chains and normal business activities, which could materially affect our operations and results of operations.

Pandemics or disease outbreaks, have in the past and may in the future cause depressed demand for our fuel and convenience merchandise products because quarantines may inhibit the ability or need for our customers to shop with us. We also may experience disruptions of logistics necessary to obtain and deliver products to our stores and our customers as we rely on third parties to perform these vital functions to our business.

In addition, we could experience issues with our workforce that limit our ability to continue to operate our stores at their normal hours of operations or experience governmental intervention that requires us to reduce hours or close certain locations. If a significant percentage of our workforce is unable to work, including because of illness or travel or governmental restrictions in connection with pandemics or disease outbreaks, our operations may be negatively impacted. In addition, pandemics or disease outbreaks could result in an economic downturn that could adversely affect the economy and financial markets, resulting in an economic downturn that could affect customers' demand for our products and services.

Risks Relating to Our Common Stock

The price of our common stock may fluctuate significantly and if securities or industry analysts publish unfavorable research reports about our business or if they downgrade their rating on our common stock, the price of our common stock could decline.

The price at which our common stock trades may fluctuate significantly. The trading price of our common stock could be subject to wide fluctuations in response to a number of factors, including, but not limited to:

- fluctuations in quarterly or annual results of operations, especially if they differ from our previously announced guidance or forecasts made by analysts;

- announcements by us of anticipated future revenues or operating results, or by others concerning us, our competitors, our customers, or our industry;
- our ability to execute our business plan;
- competitive environment;
- regulatory developments; and
- changes in overall stock market conditions, including the stock prices of our competitors.

Provisions in our Certificate of Incorporation and Bylaws and certain provisions of Delaware law could delay or prevent a change in control of us.

The existence of some provisions of our Certificate of Incorporation and Bylaws and Delaware law could discourage, delay or prevent a change in control of us that a stockholder may consider favorable. These include provisions:

- providing for a classified board of directors;
- providing that our directors may be removed by our stockholders only for cause;
- authorizing a large number of shares of stock that are not yet issued, which would allow our board of directors to issue shares to persons friendly to current management, thereby protecting the continuity of our management, or which could be used to dilute the stock ownership of persons seeking to obtain control of us;
- prohibiting stockholders from calling special meetings of stockholders or taking action by written consent; and
- establishing advance notice requirements for nominations of candidates for election to our board of directors or for proposing matters that can be acted on by stockholders at the annual stockholder meetings.

In addition, Certificate of Incorporation includes provisions that are similar to Section 203 of the Delaware General Corporation Law, and may have an anti-takeover effect with respect to transactions not approved in advance by our board of directors, including discouraging takeover attempts that could have resulted in a premium over the market price for shares of our common stock.

These provisions apply even if a takeover offer may be considered beneficial by some stockholders and could delay or prevent an acquisition that our board of directors determines is not in our and our stockholders' best interests.

We may issue preferred stock with terms that could dilute the voting power or reduce the value of our common stock.

Our Certificate of Incorporation authorizes us to issue, without the approval of our stockholders, one or more classes or series of preferred stock having such designations, powers, preferences and relative, participating, optional and other rights, and such qualifications, limitations or restrictions as our board of directors generally may determine. The terms of one or more classes or series of preferred stock could dilute the voting power or reduce the value of our common stock. For example, we could grant holders of preferred stock the right to elect some number of our directors in all events or on the happening of specified events or the right to veto specified transactions. Similarly, the repurchase or redemption rights or dividend, distribution or liquidation preferences we could assign to holders of preferred stock could affect the residual value of the common stock.

Our Bylaws designate a state or federal court located within the State of Delaware as the sole and exclusive forum for certain types of actions and proceedings that may be initiated by our stockholders, which could limit our stockholders' ability to obtain a preferred judicial forum for disputes with us or our directors, officers or other employees.

Our Bylaws provide that, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of Delaware General Corporation Law, our Certificate of Incorporation (including any certificate of designations for any class or series of our preferred stock) or our Bylaws, in each case, as amended from time to time, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a state or federal court located within the State of Delaware, in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. Unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for the resolution of any action asserting a cause of action arising under the Securities Act will be the federal district courts of the United States of America, to the fullest extent permitted by law. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock is deemed to have received notice of and consented to the foregoing provision. This forum selection provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable or cost-effective for disputes with us or our directors, officers or other employees, which may discourage such lawsuits against us and our directors, officers and employees. Conversely, if a court were to find our choice of forum provision inapplicable to, or unenforceable in respect of, one or more of the specified types of actions or proceedings, we may incur additional costs associated with resolving such matters in other jurisdictions and we may not obtain the benefits of limiting jurisdiction to the courts selected.

Item 1B. UNRESOLVED STAFF COMMENTS

The Company had no unresolved comments from the staff of the U.S. Securities and Exchange Commission as of December 31, 2025.

Item 1C. CYBERSECURITY

The Board of Directors (the Board) exercises cybersecurity oversight and control both directly and indirectly. The Board has designated the Audit Committee as the governing committee for the oversight of Murphy USA's major information technology risk exposures, including those related to cybersecurity, data privacy, and data security, and to oversee the steps management has taken to monitor and mitigate such risk exposures. The Audit Committee reviews cybersecurity risks through regular updates from management as needed with typically no fewer than two reports from management in a given annual reporting cycle, and it monitors the status of ongoing projects to enhance existing information security controls and practices and mitigate the potential risk from evolving cybersecurity threats.

While the Audit Committee is responsible for evaluating cyber-risks and overseeing the management of these risks, the entire Board is briefed periodically and considers cyber-risk within the context of enterprise risk facing the organization. Our cyber risk management program is based on recognized best practices for cybersecurity and information technology including the National Institute of Standards and Technology ("NIST") Cybersecurity Framework ("CSF") and Payment Card Industry Data Security Standard.

We have implemented an information security program, which is overseen by our CIO and our CISO, that consists of controls designed to prevent, detect, and manage reasonably foreseeable cybersecurity risks and threats. Both our CIO and our CISO each have extensive experience assessing and managing cybersecurity programs and cybersecurity risk across a mix of public and large, private enterprises in the retail space. Our CISO has over 25 years of industry experience, including serving in similar roles leading and overseeing cybersecurity programs at other public companies. Leaders and team members who support our information security program have relevant education and industry experience, including various cybersecurity industry certifications.

Together with a third-party, we operate a 24/7 Security Operations Center ("SOC") to monitor the cybersecurity environment and coordinate escalation and remediation of alerts. Any identified incidents are documented and reviewed in accordance with the Company's Incident Response Plan. This Plan lays out the criteria for classification of risk associated with identified issues based on the potential impact and likelihood of a material, adverse impact on the business, financial condition, results of operations, cash flows or reputation. IT leadership initially reviews these incidents, and this information is shared with our Cyber Disclosure Committee, as required. The Cyber Disclosure Committee is comprised of the Company's VP & General Counsel, the CISO, and the VP, Interim CFO & Treasurer. The process requires that any incidents deemed to be potentially material under the Incident Response Plan are immediately escalated in accordance with the Plan to the CEO, other senior leaders of the organization, the Audit Committee Chair, and the full Board as appropriate to formalize the materiality assessment and apprise them of the situation.

We utilize a variety of methods performed both internally and by third parties to assess the Company's cyber risk management program including penetration tests, risk assessments and evaluation against the NIST CSF. The effectiveness of controls and safeguards are evaluated on an ongoing basis to address current and emerging cyber-risks. We engage an external auditor to conduct an annual Payment Card Industry Data Security Standard review of our security controls protecting payment information. Our Internal Audit function also regularly reviews various elements of our program utilizing third-party subject matter experts in IT and cyber issues to ensure we are complying with our internal controls and staying abreast of best practices in the industry. We incorporate many resources and tools on both an ad hoc and planned cadence to maintain readiness to withstand and respond to a cyber incident including incident response tabletop exercises, system recovery exercises, simulated phishing email exercises and security awareness training throughout the organization.

Murphy USA relies on numerous third parties to deliver the goods and services offered to our customers. We maintain a third-party risk management program to evaluate, prioritize, mitigate and remediate cybersecurity risks associated with third parties; however, we rely on those third parties to implement cybersecurity programs commensurate with their risk and we cannot ensure in all circumstances that their efforts will be successful. See Item 1A. "Risk Factors" for a discussion of cybersecurity risks. For the 2025 period presented within this Annual Report, Murphy USA is not aware of any threats or cybersecurity incidents that have or are reasonably likely to materially affect our strategy, results of operations or financial condition.

Item 2. PROPERTIES

See Item 1 "Description of the Business" and "Properties" for this information in this Annual Report on Form 10-K beginning on page 2.

Item 3. LEGAL PROCEEDINGS

Murphy USA and its subsidiaries are engaged in a number of legal proceedings, all of which have arisen in the ordinary course of business. See Note 19 "Contingencies" in the accompanying audited consolidated financial statements for the three years ended December 31, 2025. Based on information currently available to the Company, the ultimate resolution of matters referred to in this item is not expected to have a material adverse effect on the Company's net income, financial condition, or liquidity in a future period.

Litigation

The State of Delaware has filed a lawsuit against energy companies, including the Company. This lawsuit alleges damages as a result of climate change and the plaintiff is seeking unspecified damages and abatement under various tort theories. The ultimate outcome of this matter remains uncertain, and neither the likelihood of an unfavorable outcome nor the ultimate liability, if any, can be determined.

SUPPLEMENTAL INFORMATION: Information About Our Executive Officers

The age, present corporate office and length of service in office of each of the Company's executive officers, as of February 17, 2026, are reported in the following listing. Executive officers are elected annually but may be removed from office at any time by the Board of Directors.

Mindy K. West – Age 57; President and Chief Executive Officer since January 2026. Most recently, Ms. West was President and Chief Operating Officer since October 2025. She was named Chief Operating Officer in March 2024. Prior to 2024, Ms. West served as Executive Vice President, Fuels, CFO & Treasurer. Ms. West joined Murphy Oil in 1996 and has held positions in Accounting, Employee Benefits, Planning and Investor Relations. In 2007, she was promoted to Vice President & Treasurer for Murphy Oil. She holds a bachelor's degree in Finance from the University of Arkansas and a bachelor's degree in Accounting from Southern Arkansas University. She is a Certified Public Accountant (inactive) and a Certified Treasury Professional.

Donald R. Smith, Jr. – Age 54; Vice President, Interim Chief Financial Officer and Treasurer since October 2025. Mr. Smith has been employed by the Company since its 2013 spin-off from Murphy Oil Corporation, initially serving as Vice President and Controller (and designated as Chief Accounting Officer for reporting purposes). In March 2024, Mr. Smith was also named as the Company's Treasurer. Prior to his service at Murphy USA, Mr. Smith served in progressive roles for over 14 years at KPMG, LLP and departed from KPMG as a Senior Manager in the Audit and Assurance Practice. Mr. Smith earned a Bachelor of Science in Accounting from Louisiana State University in Shreveport and is a Certified Public Accountant.

Christopher A. Click – Age 53; Executive Vice President, Strategy, Growth and Innovation since March 2024. Prior to his current role, Mr. Click served as Senior Vice President, Strategy and Development since December 2020. Mr. Click joined the Company from KPMG LLP where he served as a Principal in the firm's Energy and Infrastructure Strategy practice. His previous experience includes ten years with Booz & Company (and prior to August 2008, Booz Allen Hamilton) where he served in its global energy practice and was elected Vice President in 2011. Mr. Click received a Master's degree in Management from the Kellogg Graduate School of Management at Northwestern University. He holds a bachelor of arts degree from Texas A&M University. Mr. Click has tendered his voluntary resignation from the Company effective February 20, 2026.

Robert J. Chumley – Age 61; Senior Vice President, Innovation, since January 2026, and was Senior Vice President of Merchandising and Marketing from September 2016 and Chief Digital Officer until January 2026. Mr. Chumley joined the Company from 7-Eleven Inc., where he served as Senior Product Director, Vice President of Merchandising and Senior Vice President of Innovation. His previous experience includes Sales and Marketing leadership roles with Procter & Gamble, Coca-Cola, Kellogg's and Gillette. Mr. Chumley graduated from the Royal Military College of Canada with a Bachelor of Engineering degree. After graduation he served as a commissioned officer in the Royal Canadian Navy. Mr. Chumley also holds an MBA from Dalhousie University.

Renee M. Bacon – Age 56; Senior Vice President, Sales and Operations, since June 2022. Ms. Bacon joined Murphy USA in 2016 as Regional Vice President, Sales and Operations. In 2018, she was promoted to National Vice President, Sales and Operations and in 2019 was promoted to Senior Vice President, Sales and Operations. Ms. Bacon holds a Master of Business Administration from the University of Houston, a Doctorate of Jurisprudence from the University of Tennessee, and a Bachelor of Business Administration degree from the University of Texas at Austin.

Scott G. Woodward – Age 52; Senior Vice President, Merchandising, since January 2026. Mr. Woodward joined Murphy USA in 2008 as a District Manager and has held positions in Sales and Operations, Human Resources, and Merchandising. In 2019, he was promoted to Vice President, Merchandising and in 2026 was promoted to Senior Vice President, Merchandising. Mr. Woodward holds a Bachelor of Business Administration degree from Gardner-Webb University.

Keith A. Emery – Age 48; Senior Vice President, Fuels, since January 2026. Prior to his current role, Mr. Emery served as the Vice President of Retail Fuels, Vice President of Strategy and Analytics, and Region Vice President of the Southwest Region. Mr. Emery is also a recent graduate of the SMU Cox School of Business leadership academy. Prior to joining Murphy USA, Mr. Emery spent 20 years in progressive roles including district manager across the quick-service restaurant industry.

Eric J. Bartko – Age 49; Senior Vice President and Chief Customer Officer, since January 2026. He leads the Company's Analytics and Marketing functions to advance an integrated, customer-centric approach. Mr. Bartko initially joined Murphy USA in 2014 to help build the Company's analytics capabilities and rejoined in 2020 as Senior Director, Marketing & Merchandising Analytics. He assumed responsibility for Enterprise Analytics in 2022 and was promoted to Vice President in 2023. Prior to Murphy USA, he held analytics leadership roles at Altria Group and Greenlight Financial Technology and began his career at Management Science Associates, Inc. He holds a Master of Science from Brown University and a Bachelor of Science from Carnegie Mellon University.

Item 4. MINE SAFETY DISCLOSURES

Not applicable

Part II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

The Company's common stock is traded on the New York Stock Exchange using "MUSA" as the trading symbol. There were 1,356 stockholders of record as of December 31, 2025.

The declaration and amount of any dividends to holders of our common stock will be at the discretion of our board of directors and will depend upon many factors, including our financial condition, earnings, cash flows, capital requirements of our business, covenants associated with our debt obligations, legal requirements, regulatory constraints, industry practice and other factors the board of directors deem relevant.

We are a holding company and have no direct operations. As a result, we are able to pay dividends on our common stock only from available cash on hand and distributions received from our subsidiaries. We declared and paid dividends of \$2.15 per share during 2025, \$1.79 per share in 2024, \$1.55 per share in 2023, and we expect to continue quarterly dividend payments in the future.

The indenture governing the Senior Notes and the credit agreement governing our credit facilities and term loan contain restrictive covenants that limit, among other things, the ability of Murphy USA and the restricted subsidiaries to make certain restricted payments, which, as defined under both agreements, include the declaration or payment of any dividends of any sort in respect of its capital stock and repurchase of shares of our common stock. See "Management's Discussion and Analysis of Financial Condition and Operating Results—Capital Resources and Liquidity—Debt" and Note 9 "Long-Term Debt" to the accompanying audited consolidated financial statements for the three years ended December 31, 2025 for additional information.

On May 2, 2023, the Board of Directors approved a share repurchase authorization of up to \$1.5 billion to be executed by December 31, 2028. On October 29, 2025, the Company announced that the Board of Directors approved a new share repurchase authorization of up to \$2.0 billion to be executed by December 31, 2030. This authorization will commence at the conclusion of the existing 2023 authorization. The authorization values exclude any excise tax that may be incurred. Purchases may be effected in the open market, through privately negotiated transactions, through one or more accelerated stock repurchase programs, through a combination of the foregoing or in any other manner in the discretion of management. Purchases will be made subject to available cash, market conditions and compliance with our financing arrangements at any time during the period of authorization. We may use cash from operations as well as draws under our credit facilities to effect purchases.

During the year 2025, we repurchased a total of 1,536,701 common shares for approximately \$652.0 million, at an average price of \$424.28 per share, including brokerage fees and accrued excise taxes. Repurchases in 2025 were made pursuant to our \$1.5 billion 2023 authorization. As of December 31, 2025, we had approximately \$291.9 million remaining under our 2023 authorization.

Below is detail of the company's common share repurchases during the fourth quarter of 2025.

Issuer Purchases of Equity Securities				
	Total Number of Shares Purchased	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares That May Yet Be Purchased Under the Plans or Programs ¹
October 1, 2025 to October 31, 2025	54,463	\$ 383.89	54,463	\$ 337,837,756
November 1, 2025 to November 30, 2025	68,480	365.05	68,480	312,839,131
December 1, 2025 to December 31, 2025	52,503	398.52	52,503	291,915,806
Three Months Ended December 31, 2025	175,446	\$ 380.91	175,446	\$ 291,915,806

¹Terms of the repurchase plan authorized by the Murphy USA Inc. Board of Directors and announced on May 2, 2023 include authorization for the Company to acquire up to \$1.5 billion of its common shares by December 31, 2028, and does not include excise tax on stock repurchase.

Equity Compensation Plan Information

The table below contains information about securities authorized for issuance under equity compensation plans. The features of these plans are discussed further in Note 12 "Incentive Plans" to our audited consolidated financial statements.

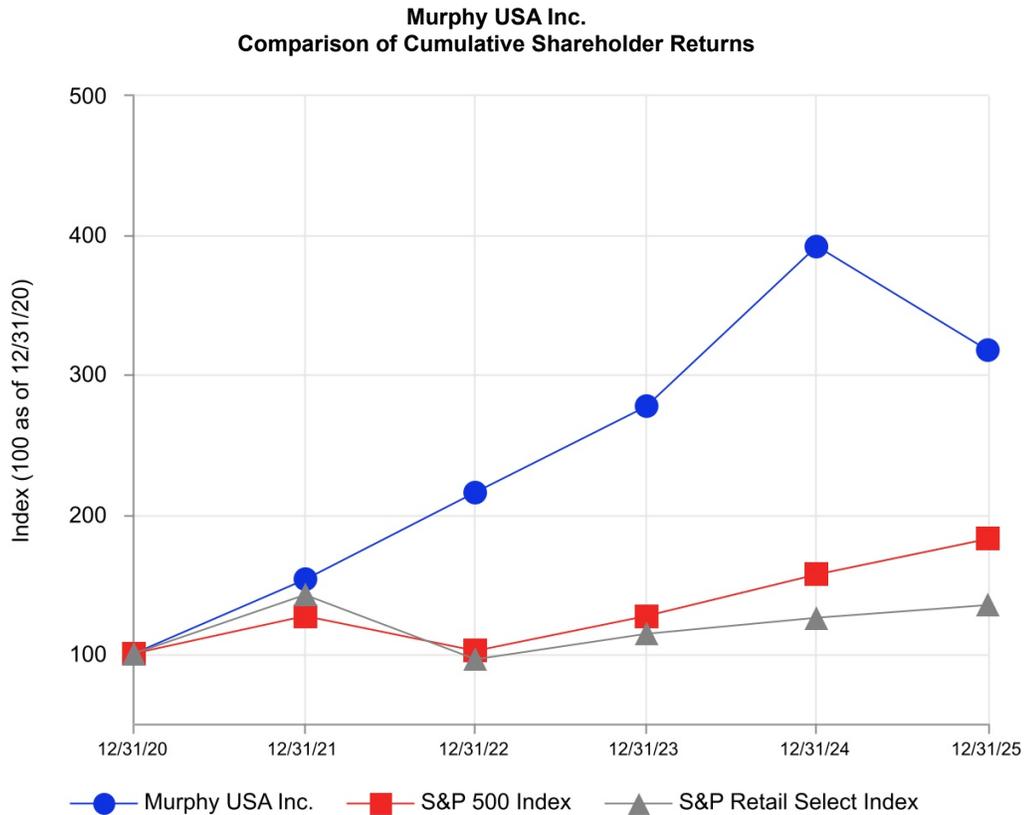
Plan category	Number of securities to be issued upon exercise of outstanding options, warrants and rights ¹	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ²
	(a)	(b)	(c)
Equity compensation plans approved by security holders	388,893	\$222.54	1,533,925
Equity compensation plans not approved by security holders	—	—	—
Total	388,893	\$222.54	1,533,925

¹Amounts in this column include outstanding restricted stock units (including performance units).

²Number of shares available for issuance as of December 31, 2025 under the 2023 Omnibus Incentive Compensation Plan. Assumes each restricted stock unit is equivalent to one share and each performance unit is equal to two shares.

SHAREHOLDER RETURN PERFORMANCE PRESENTATION

The following graph presents a comparison of cumulative total shareholder returns (including the reinvestment of dividends) as if a \$100 investment was made on December 31, 2020 for the Company, the Standard and Poor's 500 Stock Index Fund (S&P 500 Index) and the S&P Retail Select Index. This performance information is "furnished" by the Company and is not considered as "filed" with this Annual Report on Form 10-K and is not incorporated into any document that incorporates this Annual Report on Form 10-K by reference.



Shareholder Return Performance Table

	Murphy USA Inc.		S&P 500 Index		S&P Retail Select Index	
December 31, 2020	\$	100	\$	100	\$	100
December 31, 2021	\$	153	\$	127	\$	142
December 31, 2022	\$	216	\$	102	\$	96
December 31, 2023	\$	277	\$	127	\$	114
December 31, 2024	\$	392	\$	157	\$	126
December 31, 2025	\$	317	\$	182	\$	135

Item 6. RESERVED

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Overview

Management's Discussion and Analysis of Financial Condition and Results of Operations ("Management's Discussion and Analysis" or "MD&A") is the Company's analysis of its financial performance and of significant trends that may affect future performance. It should be read in conjunction with the consolidated financial statements and notes included in this Annual Report on Form 10-K. This section of this Form 10-K generally discusses 2025 and 2024 items and the year-to-year comparison between 2025 and 2024. Discussions of 2023 items and the year-to-year comparisons between 2024 and 2023 are not included in this Form 10-K and can be found in the Form 10-K for the year ended December 31, 2024, filed on February 20, 2025.

For purposes of this Management's Discussion and Analysis, references to "Murphy USA", the "Company", "we", "us", and "our" refer to Murphy USA Inc. and its subsidiaries on a consolidated basis.

Management's Discussion and Analysis is organized as follows:

- *Executive Overview* — This section provides an overview of our business and the results of operations and financial condition for the periods presented. It includes information on the basis of presentation with respect to the amounts presented in the Management's Discussion and Analysis and a discussion of the trends affecting our business.
- *Results of Operations* — This section provides an analysis of our results of operations, including the results of our operating segment for the two years ended December 31, 2025.
- *Capital Resources and Liquidity* — This section provides a discussion of our financial condition and cash flows as of and for the two years ended December 31, 2025. It also includes a discussion of our capital structure and available sources of liquidity.
- *Critical Accounting Policies* — This section describes the accounting policies and estimates that we consider most important for our business and that require significant judgment.

Executive Overview

Our Business

The Company owns and operates a chain of retail stores that market gasoline and other merchandise under the brand names of Murphy USA® and Murphy Express, most of which are located in close proximity to Walmart stores, principally in the Southeast, Midwest and Southwest areas of the United States. We also have a mix of convenience stores and retail gasoline stores in New Jersey and New York that operate under the QuickChek® brand, comprising our Northeast region. At December 31, 2025, we had a total of 1,800 Company stores in 27 states, of which 1,649 were Murphy branded and 151 were under the QuickChek brand. We also market petroleum products to unbranded wholesale customers through a mixture of Company-owned and third-party terminals.

Basis of Presentation

Murphy USA was incorporated in March 2013, and until the separation from Murphy Oil Corporation was completed on August 30, 2013, it had not commenced operations and had no material assets, liabilities or commitments. The financial information presented in this Management's Discussion and Analysis is derived from the consolidated financial statements of Murphy USA Inc. and its subsidiaries for all periods presented. Our QuickChek subsidiaries previously used a weekly retail calendar where each quarter had 13 weeks until November 2025, when its period end was aligned with the rest of the Company. For 2025, the QuickChek results cover the period December 28, 2024 to December 31, 2025. For 2024, the QuickChek results cover the

period December 30, 2023 to December 27, 2024. The difference in the timing of the period ends is immaterial to the overall consolidated results and all future periods will be aligned.

Trends Affecting Our Business

Our operations are significantly impacted by the gross margins we receive on our fuel and merchandise sales. The fuel gross margins are commodity-based, change daily and are volatile. While we generally expect our volumes and gross margins to remain stable in a normalized environment, they can change rapidly due to many factors. These factors include, but are not limited to, the price of refined products, geopolitical events that disrupt the global supply including the impact of potential tariffs, overall demand and prices of crude oil, interruptions in our fuel and merchandise supply chain caused by severe weather or pandemics, the effects from pandemics such as travel restrictions and stay-at-home orders imposed during a pandemic, new or changing legislation around nicotine products and e-cigarettes as well as fuel economy and vehicle emission standards, severe refinery mechanical failures for an extended period of time, cyber-attacks against the Company or our vendors, changing economic conditions that lower consumer purchasing power such as inflation, and competition in the local markets in which we operate.

The cost of our main fuel products, gasoline and diesel, is greatly impacted by the cost of crude oil in the United States. Historically, a rising price environment for crude oil increases the Company's cost for wholesale fuel products purchased, which in turn increases retail fuel prices. Rising prices can cause consumers to reduce discretionary fuel consumption, however our low-price model can also serve as a hedge to draw new customers which can offset the potential loss of discretionary volumes. Crude oil prices in 2025 experienced continued downward pressure due to oversupply during the year with prices ranging from \$55 per barrel to \$81 per barrel, with an average price of \$65 per barrel, compared to prices in 2024 that ranged from \$67 per barrel to \$88 per barrel with an average of \$77 per barrel. Total fuel contribution (retail fuel margin plus product supply and wholesale ("PS&W") results that include Renewable Identification Numbers ("RINs")) was 30.7 cpg in 2025, compared to 30.5 cpg in 2024.

Our revenues are impacted by the ability to leverage our diverse supply infrastructure in pursuit of obtaining the lowest cost of fuel supply available; for example, activities such as blending bulk fuel with renewable fuels (ethanol) to capture and subsequently sell RINs. Under the Energy Policy Act of 2005, the EPA is authorized to set annual quotas establishing the percentage of motor fuels consumed in the United States that must be attributable to renewable fuels. Obligated parties are required to demonstrate that they have met any applicable quotas by submitting a certain number of RINs to the EPA. RINs in excess of the set quota can be sold in a market for RINs at then-prevailing prices. The market price for RINs fluctuates based on a variety of factors, including but not limited to governmental and regulatory action. There are other market related factors that can offset the revenue received for RINs on a company-wide basis either favorably or unfavorably. The RFS program continues to be unpredictable and prices received by us for ethanol RINs averaged \$0.97 per RIN for the year 2025 compared to \$0.59 per RIN in 2024. Our business model does not depend on our ability to generate revenues from RINs, and we have historically observed that changes in revenue are typically coupled with offsetting changes in cost of goods that minimize the majority of any revenue movement. Revenue from the sales of RINs is included in Other operating revenues in the Consolidated Statements of Income.

As of December 31, 2025, we had \$1.3 billion of Senior Notes, \$183.0 million outstanding under our revolving credit facility and a \$600 million term loan outstanding. We believe that we will generate sufficient cash from operations to fund our ongoing operating requirements and service our debt obligations. We had additional available capacity under our revolving credit facility, which provides for up to \$750 million of borrowings. We expect to use the credit facilities to provide us with available financing to meet any short-term ongoing cash needs in excess of internally generated cash flows. To the extent necessary, we will borrow under these facilities to fund our ongoing operating requirements and other corporate initiatives. There can be no assurances, however, that we will generate sufficient cash from operations or be able to draw on the credit facilities, obtain commitments for our incremental facility, or obtain and draw upon other credit facilities. For additional information, see "Significant Sources of Capital" in the "Capital Resources and Liquidity" section.

The Company currently anticipates total capital expenditures (including land for future developments) for the full year 2026 to range from approximately \$475 million to \$525 million depending on new store construction activity and planned maintenance capital investments. We intend to fund our capital program in 2026 primarily using operating cash flow but will supplement funding where necessary through borrowings under our revolving credit facility.

We believe that our business will continue to grow in the future as we maintain a pipeline of desirable future store locations for development. The pace of this growth is continually monitored by our management, and these plans can be altered based on operating cash flows generated and the availability of debt facilities. In addition, the Company looks to expand additional capabilities such as food and beverage within our network.

On July 4, 2025, the One Big Beautiful Bill Act (“OBBBA”) was signed into law, which includes significant changes to federal tax law and other regulatory provisions. The Company has evaluated OBBBA and concluded that it did not have a material impact on the Company's consolidated financial statements for the periods presented herein.

Seasonality

Our business has inherent seasonality due to the concentration of our retail stores in certain geographic areas, as well as customer behaviors during different seasons. In general, sales volumes and operating incomes are typically highest in the second and third quarters during the summer-activity months and lowest during the winter months.

Business Segment

The Company has one operating segment which is Marketing. The Marketing segment includes our retail marketing stores and product supply and wholesale assets. For operating segment information, see Note 22 “Business Segments” in the accompanying audited consolidated financial statements for the three-year period ended December 31, 2025. Our QuickChek subsidiaries previously used a weekly retail calendar where each quarter had 13 weeks until November 2025, when its period end was aligned with the rest of the Company. For 2025, the QuickChek results cover the period December 28, 2024 to December 31, 2025. For 2024, the QuickChek results cover the period December 30, 2023 to December 27, 2024. The difference in the timing of the period ends is immaterial to the overall consolidated results and all future periods will be aligned.

Results of Operations

Consolidated Results

For the year ended December 31, 2025, the Company reported net income of \$470.6 million, or \$24.10 per diluted share, on revenue of \$19.4 billion. Net income was \$502.5 million for 2024, or \$24.11 per diluted share, on \$20.2 billion of revenue.

A summary of the Company’s earnings by business function follows:

<i>(millions of dollars)</i>	Year ended December 31,		
	2025	2024	2023
Marketing segment	\$ 577.3	\$ 580.2	\$ 630.9
Corporate and other assets	(106.7)	(77.7)	(74.1)
Net income	\$ 470.6	\$ 502.5	\$ 556.8

Net income for 2025 decreased compared to 2024, primarily due to:

- Higher store operating expenses, excluding payment fees;
- Higher depreciation and amortization expense;
- Restructuring expenses

The items below partially offset the decrease in earnings in the current period:

- Higher merchandise contribution;
- Higher total fuel contribution;
- Lower income tax expense;
- Lower selling, general and administrative ("SG&A") expenses

Financial Summary of 2025 Compared to 2024

Revenues for the year ended December 31, 2025 decreased approximately \$0.9 billion, or 4.2%, compared to 2024. The decrease in revenues was primarily due to 7.5% lower average retail fuel sales prices, which decreased 23 cpg, which were partially offset by a 2.1% increase in merchandise sales revenues, an increase of 0.6% in fuel sales volumes and higher PS&W revenues.

Cost of sales decreased \$0.9 billion, or 5.1%, compared to 2024. The lower costs were primarily due to lower fuel cost, which decreased 6.6%, and was partially offset by a 1.6% increase in merchandise cost of goods sold.

Store and other operating expenses increased \$43.9 million, or 4.1%, in 2025 due primarily to higher employee related expenses and maintenance costs at existing stores combined with increases in net new store operating expenses. On an average per store month ("APSM") basis, store operating expenses excluding payment fees and rent increased 3.1% in 2025, primarily attributable to increased employee related expenses and higher maintenance costs.

Depreciation and amortization expense in 2025 increased \$28.8 million, or 11.6%, due primarily to the increased number of Murphy branded stores with larger formats and raze-and-rebuild activity during the year.

In 2025, we recorded an impairment of properties charge of \$5.3 million compared to \$8.2 million in 2024, primarily due to competitive pressures in certain Northeast markets.

SG&A expenses for 2025 were lower by \$3.9 million, or 1.7%, primarily due to lower professional fees, which were partially offset by higher incentive costs.

Restructuring expenses of \$12.6 million, related primarily to severance and other benefits offered to impacted employees, were incurred in 2025 compared to none in 2024.

The effective income tax expense rate in 2025 was approximately 22.8% compared to approximately 22.9% for 2024.

Segment Results

Marketing

Income before income taxes in the Marketing segment for 2025 decreased \$3.1 million, or 0.4%, from 2024 due primarily to higher store and other operating expenses and higher depreciation and amortization, which were partially offset by higher merchandise contribution, higher total fuel contribution and decreased SG&A expenses.

The tables below show the results for the Marketing segment for the three years ended December 31, 2025, along with certain key metrics for the segment.

(Millions of dollars, except revenue per same store sales (in thousands) and store counts)

Marketing Segment	Years Ended December 31,		
	2025	2024	2023
Operating revenues			
Petroleum product sales	\$ 14,862.8	\$ 15,891.8	\$ 17,104.4
Merchandise sales	4,303.8	4,214.8	4,089.3
Other operating revenues	216.9	137.1	335.2
Total operating revenues	19,383.5	20,243.7	21,528.9
Operating expenses			
Petroleum product cost of goods sold	13,589.8	14,556.4	15,929.7
Merchandise cost of goods sold	3,434.8	3,381.1	3,285.9
Store and other operating expenses	1,108.3	1,064.4	1,014.6
Depreciation and amortization	250.8	229.8	211.9
Impairment of properties	5.3	8.2	—
Selling, general and administrative	231.5	235.4	240.5
Accretion of asset retirement obligations	3.4	3.2	3.0
Total operating expenses	18,623.9	19,478.5	20,685.6
Gain (loss) on sale of assets	(2.5)	(4.6)	(0.7)
Income (loss) from operations	757.1	760.6	842.6
Other income (expense)			
Interest expense	(8.0)	(8.4)	(8.9)
Other nonoperating income	—	—	0.2
Total other income (expense)	(8.0)	(8.4)	(8.7)
Income (loss) before income taxes	749.1	752.2	833.9
Income tax expense (benefit)	171.8	172.0	203.0
Net Income (loss) from operations	\$ 577.3	\$ 580.2	\$ 630.9
Total nicotine sales revenue same store sales ^{1,2}	\$ 130.9	\$ 132.0	\$ 127.2
Total non-nicotine sales revenue same store sales ^{1,2}	74.4	73.6	72.6
Total merchandise sales revenue same store sales ^{1,2}	\$ 205.3	\$ 205.6	\$ 199.8

¹2024 and 2023 amounts not revised for 2025 raze-and-rebuild activity (see SSS definition below)

²Includes store-level discounts for redemptions and excludes changes in value of unredeemed points associated with our loyalty program(s)

Store count at end of period	1,800	1,757	1,733
Total store months during the period	21,123	20,632	20,535

APSM metric includes all stores open through the date of the calculation, including stores acquired during the period.

Same store sales ("SSS") metric includes aggregated individual store results for all stores open throughout both periods presented. For all periods presented, the store must have been open for the entire calendar year to be included in the comparison. Remodeled stores that remained open or were closed for just a very brief time

(less than a month) during the period being compared remain in the same store sales calculation. If a store is replaced either at the same location (raze-and-rebuild) or relocated to a new location, it will be excluded from the calculation during the period it is out of service. Newly constructed stores do not enter the calculation until they are open for each full calendar year for the periods being compared (open by January 1, 2024, for the stores being compared in the 2025 versus 2024 comparison). Acquired stores are not included in the calculation of same stores for the first 12 months after the acquisition. When prior period SSS volumes or sales are presented, they have not been revised for current year activity for raze-and-rebuilds, asset acquisitions and asset dispositions.

Fuel

Key Operating Metrics	Twelve Months Ended December 31,		
	2025	2024	2023
Total retail fuel contribution (\$ Millions)	\$ 1,364.3	\$ 1,356.7	\$ 1,324.0
Total PS&W contribution (\$ Millions)	(87.3)	(16.6)	(144.9)
RINs (included in Other operating revenues on Consolidated Statements of Income) (\$ Millions)	211.7	129.6	328.6
Total fuel contribution (\$ Millions)	\$ 1,488.7	\$ 1,469.7	\$ 1,507.7
Retail fuel volume - chain (Million gal)	4,849.0	4,820.8	4,803.7
Retail fuel volume - per store (K gal APSM) ¹	235.8	240.6	242.0
Retail fuel volume - per store (K gal SSS) ²	233.8	237.6	237.8
Total fuel contribution (cpg)	30.7	30.5	31.4
Retail fuel margin (cpg)	28.1	28.1	27.6
PS&W including RINs contribution (cpg)	2.6	2.4	3.8

¹APSM metric includes all stores open through the date of calculation

²2024 and 2023 amounts not revised for 2025 raze-and-rebuild activity

The reconciliation of the total fuel contribution to the Consolidated Statements of Income is as follows:

(Millions of dollars)	Twelve Months Ended December 31,		
	2025	2024	2023
Petroleum product sales	\$ 14,862.8	\$ 15,891.8	\$ 17,104.4
Less Petroleum product cost of goods sold	(13,589.8)	(14,556.4)	(15,929.7)
Plus RINs and other (included in Other Operating Revenues line)	215.7	134.3	333.0
Total fuel contribution	\$ 1,488.7	\$ 1,469.7	\$ 1,507.7

Merchandise

Key Operating Metrics	Twelve Months Ended December 31,		
	2025	2024	2023
Total merchandise contribution (\$ Millions)	\$ 869.0	\$ 833.7	\$ 803.4
Total merchandise sales (\$ Millions)	\$ 4,303.8	\$ 4,214.8	\$ 4,089.3
Total merchandise sales (\$K SSS) ^{1,2}	\$ 205.3	\$ 205.6	\$ 199.8
Merchandise unit margin (%)	20.2%	19.8%	19.7%
Nicotine contribution (\$K SSS) ^{1,2}	\$ 20.1	\$ 19.4	\$ 18.4
Non-nicotine contribution (\$K SSS) ^{1,2}	\$ 22.0	\$ 21.6	\$ 21.3
Total merchandise contribution (\$K SSS) ^{1,2}	\$ 42.1	\$ 41.0	\$ 39.7

¹2024 and 2023 amounts not revised for 2025 raze-and-rebuild activity

²Includes store-level discounts for redemptions and excludes changes in value of unredeemed points associated with our loyalty program(s)

Same store sales information compared to APSM metrics:

	Variance from prior year periods					
	December 31, 2025		December 31, 2024		December 31, 2023	
	SSS ¹	APSM ²	SSS ¹	APSM ²	SSS ¹	APSM ²
Fuel gallons per month	(2.6)%	(2.0)%	(1.1)%	(0.6)%	(1.8)%	(1.0)%
Merchandise sales	(0.3)%	(0.3)%	2.3 %	2.6 %	2.7 %	2.9 %
<i>Nicotine sales</i>	(0.3)%	(0.8)%	4.3 %	3.8 %	3.5 %	2.9 %
<i>Non-nicotine sales</i>	(0.4)%	0.5 %	(1.0)%	0.4 %	1.4 %	3.1 %
Merchandise margin	2.3 %	1.8 %	2.7 %	3.3 %	3.0 %	2.9 %
<i>Nicotine margin</i>	5.0 %	3.3 %	7.3 %	6.1 %	4.3 %	2.7 %
<i>Non-nicotine margin</i>	(0.1)%	0.1 %	(1.0)%	0.8 %	1.9 %	3.8 %

¹Includes store-level discounts for redemptions and excludes changes in value of unredeemed points associated with our loyalty program(s)

²Includes all activity associated with our loyalty program(s)

Financial Summary of 2025 Compared to 2024

The Marketing segment had total revenues of \$19.4 billion in 2025 compared to \$20.2 billion in 2024, a decrease of approximately \$0.9 billion, due primarily to a lower average retail fuel sales price, which were partially offset by higher merchandise sales revenue, an increase in fuel volumes sold and higher PS&W revenues. Revenue amounts included excise taxes collected and remitted to governmental authorities of \$2.4 billion in 2025 and \$2.3 billion in 2024.

Total fuel contribution for the year ended December 31, 2025 increased \$19.0 million, or 1.3%, compared to 2024. This increase was primarily due to higher total retail fuel contribution margins and higher retail fuel volumes sold for the year. Retail fuel margins, on a cpg basis, of 28.1 cpg in 2025 were flat compared to the prior year. Total retail fuel volumes increased 0.6%, while fuel sales on an SSS basis decreased 2.6%. Total PS&W contribution including RINs increased by \$11.4 million in the current year, primarily due to timing and pricing impacts related to market conditions and improved spot-to-rack margins. During 2025, other operating revenue included the sales of 218.3 million RINs compared to the 221.4 million of sales in 2024.

Merchandise sales were up 2.1% in 2025 to \$4.3 billion compared to \$4.2 billion in 2024 primarily due to higher retail prices across the chain in most categories and an increased number of stores with larger formats. Total merchandise contribution in 2025 increased \$35.3 million, or 4.2%, to \$869.0 million compared to \$833.7 million in 2024. Merchandise unit margins increased to 20.2% in 2025 from 19.8% in 2024. On an SSS basis, total merchandise sales were down 0.3%, due to a 0.3% decline in nicotine product sales and a 0.4% decline in non-nicotine product sales. Total merchandise contribution dollars on a SSS basis improved 2.3%, with an increase of 5.0% in nicotine product margins and was partially offset by a 0.1% decrease in non-nicotine product margins.

Store and other operating expenses increased \$43.9 million, or 4.1%, in 2025 compared to 2024 levels. This increase was due primarily to increases in net new store operating expenses combined with higher employee related expenses and maintenance costs at existing stores. On an APSM basis, expenses applicable to store OPEX excluding payment fees and rent increased 3.1% in 2025 compared to 2024, primarily due to employee related expenses and maintenance costs (an increase of 2.2% on a same-store basis).

Depreciation and amortization expense increased \$21.0 million in 2025, an increase of 9.1%. This was due primarily to the increased number of new larger store formats for Murphy branded stores combined with raze-and-rebuild activities in the 2025 period.

SG&A expenses decreased \$3.9 million in 2025 compared to 2024, primarily due to lower professional fees, partially offset by higher incentive costs.

Corporate and Other Assets

Loss from continuing operations for Corporate and other assets in 2025 was \$106.7 million, compared to a loss of \$77.7 million in 2024. The \$29.0 million increase from the previous year was mainly due to a \$14.2 million increase in net interest expense, a \$12.6 million restructuring charge, \$7.8 million more in depreciation and amortization expense and a \$6.2 million reduction in investment income, which was partially offset by a \$10.3 million increase in the income tax benefit and a \$2.0 million increase in other nonoperating income period over period.

Non-GAAP Measures

The following table sets forth the Company's EBITDA and Adjusted EBITDA for the three years ended December 31, 2025. EBITDA means net income (loss) plus net interest expense, plus income tax expense, depreciation and amortization, and Adjusted EBITDA adds back (i) other non-cash items (e.g., impairment of properties and accretion of asset retirement obligations) and (ii) other items that management does not consider to be meaningful in assessing our operating performance (e.g., (income) from discontinued operations, net settlement proceeds, (gain) loss on sale of assets, loss on early debt extinguishment, transaction and integration costs related to acquisitions, restructuring expenses, and other non-operating (income) expense). EBITDA and Adjusted EBITDA are not measures that are prepared in accordance with U.S. generally accepted accounting principles (GAAP).

We use Adjusted EBITDA in our operational and financial decision-making, believing that the measure is useful to eliminate certain items in order to focus on what we deem to be a more reliable indicator of ongoing operating performance and our ability to generate cash flow from operations. Adjusted EBITDA is also used by many of our investors, research analysts, investment bankers, and lenders to assess our operating performance. We believe that the presentation of Adjusted EBITDA provides useful information to investors because it allows understanding of a key measure that we evaluate internally when making operating and strategic decisions, preparing our annual plan, and evaluating our overall performance. However, non-GAAP measures are not a substitute for GAAP disclosures, and EBITDA and Adjusted EBITDA may be prepared differently by us than by other companies using similarly titled non-GAAP measures.

The reconciliation of net income (loss) to EBITDA and Adjusted EBITDA is as follows:

<i>(Millions of dollars)</i>	Years Ended December 31,		
	2025	2024	2023
Net income	\$ 470.6	\$ 502.5	\$ 556.8
Income tax expense (benefit)	138.6	149.1	177.6
Interest expense, net of investment income	110.7	90.7	91.6
Depreciation and amortization	276.8	248.0	228.7
EBITDA	\$ 996.7	\$ 990.3	\$ 1,054.7
Impairment of properties	5.3	8.2	—
Restructuring expense	12.6	—	—
Accretion of asset retirement obligations	3.4	3.2	3.0
(Gain) loss on sale of assets	2.8	4.5	0.8
Other nonoperating (income) expense	(1.4)	0.6	—
Adjusted EBITDA	\$ 1,019.4	\$ 1,006.8	\$ 1,058.5

Capital Resources and Liquidity

Significant Sources of Capital

As of December 31, 2025, we had \$28.9 million of cash and cash equivalents. Our cash management policy provides that cash balances in excess of a certain threshold may be reinvested in certain types of low-risk investments. Following the refinancing effective as of April 7, 2025, we have a committed cash flow revolving credit facility (the "Revolving Facility") providing for aggregate borrowings of \$750 million, which can be utilized for working capital and other general corporate purposes, including supporting our operating model as described herein. As of December 31, 2025, there was \$183.0 million of outstanding borrowings under our Revolving Facility reported in Long-Term debt in the Consolidated Balance Sheet. The Revolving Facility had \$56.0 million of outstanding borrowings at December 31, 2024.

We believe our existing cash on hand and future borrowing capacity of our existing facilities is adequate to fund not only our operations, but also our anticipated near-term and long-term funding requirements, including capital spending programs, execution of announced share repurchase programs, potential dividend payments, repayment of debt maturities and other amounts that may ultimately be paid in connection with contingencies.

Operating Activities

Net cash provided by operating activities was \$813.9 million for the year ended December 31, 2025 and was \$847.6 million in 2024, a decrease of \$33.7 million, or 4.0%. The decrease was mainly due to a decrease in the amount of cash required from changes in noncash working capital in 2025 of \$65.9 million, a decrease in net income of \$31.9 million, partially offset by higher deferred and noncurrent tax charges of \$31.1 million and increased depreciation of \$28.8 million in 2025.

For the current year, operating cash required by changes in non-cash operating working capital of \$33.1 million was due to a decrease of \$12.9 million in income taxes payable due in part to the recognition of federal energy tax credits in the current year period, an increase of \$11.4 million in inventories due to increased volumes and pricing impacts, an increase of \$8.1 million in accounts receivable due to the timing of collecting receipts and a decrease of \$4.3 million in accounts payable and accrued liabilities due to the timing of payments, which was partially offset by a decrease of \$3.6 million in prepaid expenses. See also Note 16 "Other Financial Information" in the accompanying audited consolidated financial statements for the three-year period ended December 31, 2025.

Investing Activities

For the year ended December 31, 2025, cash required by investing activities was \$436.0 million compared to cash required by investing activities of \$445.8 million in 2024. The decrease in cash required by investing activities of \$9.8 million compared to the previous year was primarily due to a decrease in capital expenditures of \$18.5 million, other investing activities provided \$2.4 million and higher proceeds from the sale of assets of \$0.4 million. The decrease in cash required by investing activities was partially offset by the change in redemptions of marketable securities, net of new investments, of \$11.5 million.

Financing Activities

Financing activities in the year ended December 31, 2025 required cash of \$396.0 million compared to net cash required of \$472.6 million in 2024, a decrease of \$76.6 million. The year 2025 included payments of \$649.9 million for the repurchase of common shares, an increase of \$204.2 million compared to repurchases of \$445.7 million in 2024. Dividend payments increased \$4.7 million in 2025. Net borrowings of debt provided \$327.9 million in 2025 compared to net borrowings of debt providing \$40.3 million in 2024. Debt issuance cost related to financing activities increased \$9.0 million in 2025. Amounts related to share-based compensation required \$6.9 million less in cash during 2025 than in 2024.

Dividends

The Company paid dividends of \$2.15 per common share during 2025 for total payments of \$41.5 million, compared to \$1.79 per common share, or \$36.8 million, in 2024. As part of our capital allocation strategy, the Company's intention is to deliver targeted double-digit growth in the per share dividend over time.

On February 12, 2026, the Board of Directors declared a quarterly cash dividend of \$0.63 per common share, or \$2.52 per share on an annualized basis. The dividend is payable on March 5, 2026, to shareholders of record as of February 23, 2026.

Share Repurchase Program

On May 2, 2023, the Board of Directors approved a share repurchase authorization of up to \$1.5 billion to be executed by December 31, 2028. The authorization value excludes any excise tax that may be incurred. On October 29, 2025, the Company announced that the Board of Directors approved a new share repurchase authorization of up to \$2.0 billion to be executed by December 31, 2030. This authorization will commence at the conclusion of the existing 2023 authorization. Purchases may be effected in the open market, through privately negotiated transactions, through one or more accelerated stock repurchase programs, through a combination of the foregoing or in any other manner in the discretion of management. Purchases will be made subject to available cash, market conditions and compliance with our financing arrangements at any time during the period of authorization. We may use cash from operations as well as draws under our credit facilities to effect purchases.

During the year 2025, the Company repurchased a total of 1,536,701 common shares for approximately \$652.0 million, at an average price of \$424.28 per share, including brokerage fees and accrued excise taxes. Repurchases in 2025 were made pursuant to our \$1.5 billion 2023 authorization. As of December 31, 2025, we had approximately \$291.9 million remaining under our 2023 authorization.

Debt

Our long-term debt at December 31, 2025 and 2024 was as set forth below:

<i>(Millions of dollars)</i>	December 31,	
	2025	2024
5.625% senior notes due 2027 (net of unamortized discount of \$0.5 at 2025 and \$0.9 at 2024)	\$ 299.5	\$ 299.1
4.75% senior notes due 2029 (net of unamortized discount of \$2.3 at 2025 and \$3.0 at 2024)	497.7	497.0
3.75% senior notes due 2031 (net of unamortized discount of \$3.2 at 2025 and \$3.8 at 2024)	496.8	496.2
Term loan due 2028 (effective interest rate of n/a at 2025 and 6.44% at 2024)	—	385.6
Term loan due 2032 (effective interest rate of 5.61% at 2025) net of unamortized discount of \$1.0 at 2025	599.0	—
Revolving credit facility, due 2030 (weighted-average interest rate of 5.88% at December 31, 2025)	183.0	56.0
Capitalized lease obligations, autos and equipment, due through 2030	7.7	3.2
Capitalized lease obligations, buildings, due through 2059	110.8	116.5
Unamortized debt issuance costs	(11.9)	(5.2)
Total long-term debt	2,182.6	1,848.4
Less current maturities	19.0	15.7
Total long-term debt, net of current	\$ 2,163.6	\$ 1,832.7

Senior Notes

On April 25, 2017, Murphy Oil USA, Inc. ("MOUSA"), our primary operating subsidiary, issued \$300 million of 5.625% Senior Notes due 2027 (the "2027 Senior Notes") under its existing shelf registration statement. The 2027 Senior Notes are fully and unconditionally guaranteed by the Company and by the Company's subsidiaries that guarantee our Credit Facilities (as defined below). The indenture governing the 2027 Senior Notes contains restrictive covenants that limit, among other things, the ability of the Company, MOUSA, and the restricted subsidiaries to incur additional indebtedness or liens, dispose of assets, make certain restricted payments or investments, enter into transactions with affiliates or merge with or into other entities.

On September 13, 2019, MOUSA issued \$500 million of 4.75% Senior Notes due 2029 (the "2029 Senior Notes"). The net proceeds from the issuance of the 2029 Senior Notes were used to fund, in part, the tender offer and redemption of a prior note issuance. The 2029 Senior Notes are fully and unconditionally guaranteed by the Company and by the Company's subsidiaries that guarantee our Credit Facilities. The indenture governing the 2029 Senior Notes contains restrictive covenants that are essentially identical to the covenants for the 2027 Senior Notes.

On January 29, 2021, MOUSA issued \$500 million of 3.75% Senior Notes due 2031 (the "2031 Senior Notes" and, together with the 2027 Senior Notes and the 2029 Senior Notes, the "Senior Notes"). The net proceeds from the issuance of the 2031 Senior Notes were used, in part, to fund the acquisition of QuickChek and other obligations related to that transaction. The 2031 Senior Notes are fully and unconditionally guaranteed by the Company and by the Company's subsidiaries that guarantee our Credit Facilities. The indenture governing the 2031 Senior Notes contains restrictive covenants that are essentially identical to the covenants for the 2027 and 2029 Senior Notes.

The Senior Notes and related guarantees rank equally with all of our and the guarantors' existing and future senior unsecured indebtedness and effectively junior to our and the guarantors' existing and future

secured indebtedness (including indebtedness with respect to the Credit Facilities) to the extent of the value of the assets securing such indebtedness. The Senior Notes are structurally subordinated to all of the existing and future third-party liabilities, including trade payables, of our existing and future subsidiaries that do not guarantee the notes.

Revolving Credit Facility and Term Loan

Our credit agreement consists of both a cash flow revolving credit facility and a senior secured term loan.

Following a refinancing effective as of April 7, 2025, the credit agreement provides for a senior secured term loan in an aggregate principal amount of \$600.0 million (the "Term Facility") (which was borrowed in full on April 7, 2025) and revolving credit commitments in an aggregate amount equal to \$750.0 million (the "Revolving Facility", and together with the Term Facility, the "Credit Facilities"). The term loan is due April 2032, and we are required to make quarterly principal payments of \$1.5 million, which began on January 1, 2026. The outstanding balance of the term loan was \$600.0 million at December 31, 2025 and at December 31, 2024, prior to the refinancing, the outstanding balance of our term loan was \$386.0 million. As of December 31, 2025, we had \$183.0 million of outstanding borrowings under the Revolving Facility and \$6.2 million of outstanding letters of credit (which reduces the amount available to borrow under the Revolving Facility).

The Term Facility amortizes in quarterly installments, which commenced on January 1, 2026, at a rate of 1.00% per annum. Pursuant to the credit agreement, the applicable margin, (A) in the case of Adjusted SOFR Rate borrowings, (i) with respect to the Revolving Facility, ranges from 1.25% to 2.00% per annum depending on a total debt to EBITDA ratio and (ii) with respect to the Term Facility, is 1.75% per annum and (B) in the case of Alternate Base Rate borrowings (i) with respect to the Revolving Facility, ranges from 0.25% to 1.00% per annum depending on a total debt to EBITDA ratio or (ii) with respect to the Term Facility, is 0.75% per annum.

The credit agreement contains certain covenants that limit, among other things, the ability of the Company and certain of its subsidiaries to incur additional indebtedness or liens, to make certain investments, to enter into sale-leaseback transactions, to make certain restricted payments, to enter into consolidations, mergers or sales of material assets and other fundamental changes, to transact with affiliates, to enter into agreements restricting the ability of subsidiaries to incur liens or pay dividends, or to make certain accounting changes. The Revolving Facility credit agreement also imposes total leverage ratio and secured net leverage ratio financial maintenance covenants which are tested quarterly. Pursuant to the total leverage ratio financial maintenance covenant, the Company must maintain a total leverage ratio of not more than 5.0 to 1.0 with an ability in certain circumstances to temporarily increase that limit to 5.5 to 1.0 and a consolidated cash interest coverage ratio of not less than 2.50 to 1.0. The credit agreement also contains customary events of default.

Pursuant to the credit agreement's covenant limiting certain restricted payments, certain payments in respect of our equity interests, including dividends, when the total leverage ratio, calculated on a pro forma basis, is greater than 3.0 to 1.0, could be limited. At December 31, 2025, our total leverage ratio was 2.11 to 1.0 which meant our ability at that date to make restricted payments was not limited. If our total leverage ratio, on a pro forma basis, exceeds 3.0 to 1.0, any restricted payments made following that time until the ratio is once again, on a pro forma basis, below 3.0 to 1.0 would be limited by the covenant, which contains certain exceptions, including an ability to make restricted payments in cash in an aggregate amount not to exceed the greater of (a) \$400.0 million, or (b) 15.0% of consolidated net tangible assets, estimated at \$424.3 million as of December 31, 2025, over the life of the credit agreement.

All obligations under the credit agreement are guaranteed by Murphy USA and the subsidiary guarantors party thereto, and all obligations under the credit agreement, including the guarantees of those obligations, are secured by certain assets of Murphy USA, Murphy Oil USA, Inc. and the guarantors party to the guarantee and collateral agreement in respect thereof.

Supplemental Guarantor Financial Information

The following is a description of the guarantees with respect to the Senior Notes and the Credit Facilities, for which MOUSA is primary obligor, and for which the Company and certain subsidiaries provide full and unconditional guarantees on a joint and several basis. See "Debt" above for additional information concerning the Company's outstanding indebtedness, all of which is guaranteed as described below. See also Note 9 "Long-Term Debt" in the accompanying audited consolidated financial statements for the three years ended December 31, 2025.

The Senior Notes and related guarantees rank equally with all of our and the guarantors' existing and future senior unsecured indebtedness and effectively junior to our and the guarantors' existing and future secured indebtedness (including indebtedness with respect to the Credit Facilities) to the extent of the value of the assets securing such indebtedness. The Senior Notes and related guarantees are structurally subordinated to all of the existing and future third-party liabilities, including trade payables, of our existing and future subsidiaries that do not guarantee the notes.

All obligations under the Credit Facilities are guaranteed by the Company and the same subsidiary guarantors that guarantee the Senior Notes. All obligations under the Credit Facilities, including the guarantees of those obligations, are secured by certain assets of the Company, MOUSA, and the other guarantors.

The combined assets, liabilities and results of operations of MOUSA and the guarantors are not materially different from corresponding amounts presented in the consolidated financial statements included herein. MOUSA is our primary operating subsidiary and generated the vast majority of our revenues for the year ended December 31, 2025 and accounted for the vast majority of our total assets as of December 31, 2025. In the event MOUSA itself were unable to service the Company's consolidated debt obligations, our business and financial condition would be materially adversely affected.

Contractual Obligations

The following table summarizes our aggregate contractual fixed and variable obligations as of December 31, 2025.

<i>(Millions of dollars)</i>	Total	Less than 1 year	1-3 years	4-5 years	More than 5 years
Debt obligations ¹	\$ 2,201.5	\$ 19.0	\$ 520.9	\$ 532.8	\$ 1,128.8
Operating lease obligations	986.2	66.6	132.2	126.4	661.0
Purchase obligations ²	466.1	423.6	29.1	13.4	—
Asset retirement obligations	166.1	—	—	—	166.1
Other long-term obligations, including interest on long-term debt	483.1	94.3	161.2	123.8	103.8
Total	\$ 4,303.0	\$ 603.5	\$ 843.4	\$ 796.4	\$ 2,059.7

¹For additional information, see Note 9 "Long-Term Debt" in the accompanying audited consolidated financial statements.

²Primarily includes ongoing new retail store construction in progress at December 31, 2025, commitments to purchase land, take-or-pay supply contracts and other services. See Note 18 "Commitments" in the audited consolidated financial statements for the year ended December 31, 2025.

Capital Spending

Capital spending and investments in our Marketing segment relate primarily to the acquisition of land and the construction of new Company stores. Our Marketing capital is also deployed to improve our existing stores, which we refer to as maintenance capital. We use maintenance capital in this business as needed to ensure reliability and continued performance of our stores. The remainder of our capital spending and investment activity, which is primarily technology related, is attributable to Corporate and other assets.

The following table outlines our capital spending and investments for the three years ended December 31, 2025:

<i>(Millions of dollars)</i>	Years Ended December 31,		
	2025	2024	2023
Marketing:			
Company stores	\$ 350.9	\$ 390.1	\$ 232.0
Terminals	0.5	3.8	5.7
Maintenance capital	63.2	70.2	51.8
Corporate and other assets	17.8	38.9	54.6
Total	\$ 432.4	\$ 503.0	\$ 344.1

We currently expect capital expenditures for the full year 2026 to range from approximately \$475 million to \$525 million, including \$375 million to \$400 million for retail growth, approximately \$80 million to \$95 million for maintenance capital, with the remaining funds earmarked for other corporate investments and other strategic initiatives. See Note 18 “Commitments” in the audited consolidated financial statements for the three years ended December 31, 2025, included in this Annual Report on Form 10-K for more information.

Critical Accounting Policies

Goodwill and intangible assets

Goodwill represents the excess of the aggregate of the consideration transferred over the net assets acquired and liabilities assumed and is tested annually for impairment, or more frequently if there are indicators of impairment. Acquired finite-lived intangible assets are amortized on a straight-line basis over their estimated useful lives and are reviewed for impairment when events or circumstances indicate that the asset group to which the intangible assets belong might be impaired. The Company revises the estimated remaining useful life of these assets when events or changes in circumstances warrant a revision. If the Company revises the useful life, the unamortized balance is amortized over the remaining useful life on a prospective basis. Indefinite-lived intangibles are tested annually for impairment, or more often if indicators warrant.

Impairment of Long-Lived Assets

Individual retail stores are reviewed for impairment periodically or whenever events or circumstances indicate that the carrying amount of an asset may not be recoverable. Our primary indicator that operating store assets may not be recoverable is consistent negative cash flow over a twenty-four month period for those retail stores that have been open in the same location for a sufficient period to allow for meaningful analysis of ongoing results. We also monitor other factors when evaluating retail stores for impairment, including individual store execution of operating plans and local market conditions.

When an evaluation is required, the projected future undiscounted cash flows to be generated from each retail store over its remaining economic life are compared to the carrying value of the long-lived assets of that store to determine if a write-down of the carrying value to fair value is required. When determining future cash flows associated with an individual retail store, we make assumptions about key variables such as sales volume, gross margins and expenses. Cash flows vary for each retail store year to year. Changes in market demographics, traffic patterns, competition and other factors impact the overall operations of certain of our individual retail store locations. Similar changes may occur in the future that will require us to record impairment charges. We have not made any material change in the methodology used to estimate future cash flows of retail store locations during the past three years. In 2025 and 2024, we recorded impairment charges of \$5.3 million and \$8.2 million, respectively.

Our impairment evaluations are based on assumptions we deem to be reasonable. If the actual results of our retail stores are not consistent with the estimates and judgments, we have made in estimating future cash flows and determining fair values, our actual impairment losses could vary positively or negatively from our

estimated impairment losses. Providing sensitivity analysis if other assumptions were used in performing the impairment evaluations is not practical due to the significant number of assumptions involved in the estimates.

Tax Matters

We are subject to extensive tax liabilities imposed by multiple jurisdictions, including income taxes, indirect taxes (excise/duty, sales/use, and gross receipts taxes), payroll taxes, franchise taxes, withholding taxes and ad valorem taxes. New tax laws and regulations and changes in existing tax laws and regulations are continuously being enacted or proposed that could result in increased expenditures for tax liabilities that cannot be predicted at this time. In addition, we have received claims from various jurisdictions related to certain tax matters. Tax liabilities include potential assessments of penalty and interest amounts.

We record tax liabilities based on our assessment of existing tax laws and regulations. A contingent loss related to a transactional tax claim is recorded if the loss is both probable and estimable. The recording of our tax liabilities requires significant judgments and estimates. Actual tax liabilities can vary from our estimates for a variety of reasons, including different interpretations of tax laws and regulations and different assessments of the amount of tax due. In addition, in determining our income tax provision, we must assess the likelihood that our deferred tax assets will be recovered through future taxable income. Significant judgment is required in estimating the amount of valuation allowance, if any, that should be recorded against those deferred income tax assets. If our actual results of operations differ from such estimates or our estimates of future taxable income change, the valuation allowance may need to be revised. However, an estimate of the sensitivity to earnings that would result from changes in the assumptions and estimates used in determining our tax liabilities is not practicable due to the number of assumptions and tax laws involved, the various potential interpretations of the tax laws, and the wide range of possible outcomes. The Company is occasionally challenged by taxing authorities over the amount and/or timing of recognition of revenues and deductions in its various income tax returns. Although the Company believes it has adequate accruals for matters not resolved with various taxing authorities, gains or losses could occur in future years from changes in estimates or resolution of outstanding matters. See Note 11 "Income Taxes" in the accompanying audited consolidated financial statements for the three-year period ended December 31, 2025 for a further discussion of our tax liabilities.

Asset Retirement Obligations

We operate above-ground and underground storage tanks at our facilities. We recognize the estimated future cost to remove these underground storage tanks ("USTs") over their estimated useful lives. We record a discounted liability for the fair value of an asset retirement obligation with a corresponding increase to the carrying value of the related long-lived asset at the time a UST is installed. We depreciate the amount added to cost of the property and recognize accretion expense in connection with the discounted liability over the remaining life of the UST.

We have not made any material changes in the methodology used to estimate future costs for removal of a UST during the past three years. We base our estimates of such future costs on our prior experience with removal and normal and customary costs we expect to incur associated with UST removal. We compare our cost estimates with our actual removal cost experience, if any, on an annual basis, and if the actual costs we experience exceed our original estimates, we will recognize an additional liability for estimated future costs to remove the USTs. Because these estimates are subjective and are currently based on historical costs with adjustments for estimated future changes in the associated costs, the dollar amount of these obligations could change as more information is obtained. There were no material changes in our asset retirement obligation estimates during 2025, 2024, or 2023. See also Note 10 "Asset Retirement Obligation" in the accompanying audited consolidated financial statements for the three-year period ended December 31, 2025.

Business combinations

We account for business combinations using the purchase method of accounting. The purchase price of an acquisition is measured as the aggregate of the fair value of the consideration transferred. The purchase price is allocated to the fair values of the tangible and intangible assets acquired and liabilities assumed at date of acquisition, with any excess recorded as goodwill. These fair value determinations require management to make estimates which are based on all available information and may involve the use of assumptions with

respect to the timing and amount of future revenues and expenses, the weighted-average cost of capital, and royalty rates associated with the transaction and the assets or liabilities acquired. This judgment and determination affect the amount of consideration paid that is allocable to assets and liabilities acquired in the business purchase transaction. The purchase price allocation may be provisional during a measurement period of up to one year to provide reasonable time to obtain the information necessary to identify and measure the assets acquired and liabilities assumed. Any such measurement period adjustments are recognized in the period in which the adjustment amount is determined. Transaction costs associated with the acquisition are expensed as incurred.

FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K contains certain statements or may suggest “forward-looking” information (as defined in the Private Securities Litigation Reform Act of 1995) that involve risks and uncertainties, including, but not limited to our M&A activity, anticipated store openings and associated capital expenditures, fuel margins, merchandise margins, sales of RINs, trends in our operations, dividends, and share repurchases. Such statements are based upon the current beliefs and expectations of the Company’s management and are subject to significant risks and uncertainties. Actual future results may differ materially from historical results or current expectations depending upon factors including, but not limited to: our ability to continue to maintain a good business relationship with Walmart; successful execution of our growth strategy, including our ability to realize the anticipated benefits from such growth initiatives, and the timely completion of construction associated with our newly planned stores which may be impacted by the financial health of third-parties; our ability to effectively manage our inventory, manage disruptions in our supply chain and our ability to control costs; geopolitical events, such as evolving trade policies and the imposition of reciprocal tariffs and the conflicts in the Middle East, that impact the supply and demand and price of crude oil; the impact of severe weather events, such as hurricanes, floods and earthquakes; the impact of a global health pandemic and any governmental response thereto; the impact of any systems failures, cybersecurity and/or security breaches of the company or its vendor partners, including any security breach that results in theft, transfer or unauthorized disclosure of customer, employee or company information or our compliance with information security and privacy laws and regulations in the event of such an incident; successful execution of our information technology strategy; reduced demand for our products due to the implementation of more stringent fuel economy and greenhouse gas reduction requirements, or increasingly widespread adoption of electric vehicle technology; future nicotine or e-cigarette legislation and any other efforts that make purchasing nicotine products more costly or difficult could hurt our revenues and impact gross margins; our ability to successfully expand our food and beverage offerings; efficient and proper allocation of our capital resources, including the timing, declaration, amount and payment of any future dividends or levels of the Company’s share repurchases, or management of operating cash; the market price of the Company’s stock prevailing from time to time, the nature of other investment opportunities presented to the Company from time to time, the Company’s cash flows from operations, and general economic conditions; compliance with debt covenants; availability and cost of credit; and changes in interest rates. The Company undertakes no obligation to update or revise any forward-looking statements to reflect subsequent events, new information or future circumstances.

Item 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Commodity Price Risk

We are exposed to market risks related to the volatility in the price of refined products (primarily gasoline and diesel) used in our operations. These fluctuations can affect our revenues and purchases, as well as the cost of operating, investing and financing activities. We make limited use of derivative instruments to manage certain risks related to commodity prices. The use of derivative instruments for risk management is covered by operating policies and is closely monitored by our middle-office function and the Company’s senior management.

As described in Note 14 “Financial Instruments and Risk Management” in the accompanying audited consolidated financial statements, there were short-term commodity derivative contracts in place at December 31, 2025 to hedge the purchase price of refined products. A 10% increase or decrease in the respective benchmark price of the commodities underlying these derivative contracts would have been

immaterial to the Company. Changes in the fair value of these derivative contracts generally offset the changes in the value for an equivalent volume of these products.

Interest Rate Risk

We have exposure to interest rate risks related to volatility of our floating rate term loan of \$600.0 million and to our revolving credit facility which had \$183.0 million of outstanding borrowings at December 31, 2025. Both of these loans are tied to the Adjusted Term SOFR Rate or Prime Rate which can move in either direction and cause fluctuations in our interest expense recognized in any period and in our cash flows related to interest payments made. A 10% increase or decrease in the interest rate would have an immaterial impact on the financial statements of the Company at December 31, 2025.

Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Information required by this item appears on pages F-1 through F-38, which follow the [exhibit index](#) of the Annual Report on Form 10-K.

Item 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None

Item 9A. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures.

Our management has evaluated, with the participation of our principal executive and financial officers, the effectiveness of our disclosure controls and procedures (as defined in Rule 13a-15 under the Securities Exchange Act of 1934) as of the end of the period covered by this report and has concluded that our disclosure controls and procedures were effective and appropriately allowed for timely decisions regarding required disclosures as of December 31, 2025.

Internal Control over Financial Reporting

The SEC, as required by Section 404 of the Sarbanes-Oxley Act of 2002, adopted rules that generally require every company that files reports with the SEC to evaluate its effectiveness of internal controls over financial reporting.

Management has conducted an evaluation of the effectiveness of the Company's internal control over financial reporting based on the criteria set forth in *Internal Control-Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on the results of this evaluation, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2025. Management's report is included on page F-1 of this Annual Report on Form 10-K. KPMG LLP, an independent registered public accounting firm, has made an independent assessment of the effectiveness of the Company's internal control over financial reporting as of December 31, 2025, and their report is included on page F-4 of this Annual Report on Form 10-K.

There were no changes in the Company's internal controls over financial reporting that occurred during the fourth quarter of 2025 that have affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. OTHER INFORMATION

Insider Adoption or Termination of Trading Arrangements

During the three months ended December 31, 2025, no director or officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Resignation of Officer

On February 12, 2026, Christopher A. Click, Executive Vice President, Strategy, Growth and Innovation informed the Company of his intent to resign from his role effective February 20, 2026. Mr. Click's responsibilities and direct reports will be temporarily realigned until a successor is designated. Mr. Click's resignation was voluntary and did not result from any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

Item 9C. DISCLOSURE REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS

None

Part III

Item 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Certain information regarding executive officers of the Company is included under the caption “Executive Officers of the Registrant” in Part I of this Annual Report on Form 10-K. Other information required by this item is incorporated by reference to the Registrant’s definitive Proxy Statement for the 2026 Annual Meeting of Stockholders under the captions “Election of Directors” and “Committees”.

Murphy USA has adopted a Code of Business Conduct and Ethics, which can be found under the Corporate Governance tab at <https://ir.corporate.murphyusa.com>. Stockholders may also obtain free of charge a copy of the Code of Business Conduct and Ethics by writing to the Company’s Secretary at P.O. Box 7300, El Dorado, AR 71730-5836. Any future amendments to or waivers of the Company’s Code of Business Conduct and Ethics will be posted on the Company’s Internet Web site.

The Company has adopted insider trading policies and procedures applicable to its directors, officers, and employees, that are reasonably designed to promote compliance with insider trading laws, rules and regulations, and the New York Stock Exchange listing standards. The Company’s Stock Transaction Guidelines are filed as Exhibit 19.1 to this Annual Report on Form 10-K.

Item 11. EXECUTIVE COMPENSATION

Information required by this item is incorporated by reference to Murphy USA’s definitive Proxy Statement for the 2026 Annual Meeting of Stockholders under the captions “Compensation Discussion and Analysis” and “Compensation of Directors” and in various compensation schedules.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information required by this item is incorporated by reference to Murphy USA’s definitive Proxy Statement for the 2026 Annual Meeting of Stockholders under the captions “Security Ownership of Certain Beneficial Owners” and “Security Ownership of Management.”

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information required by this item is incorporated by reference to Murphy USA’s definitive Proxy Statement for the 2026 Annual Meeting of Stockholders under the caption “Review, Approval or Ratification of Transactions with Related Persons.”

Item 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information required by this item is incorporated by reference to Murphy USA’s definitive Proxy Statement for the 2026 Annual Meeting of Stockholders under the caption “Audit Committee Report.”

Part IV

Item 15. EXHIBIT and FINANCIAL STATEMENT SCHEDULES

(a) 1. **Financial Statements** – The consolidated financial statements of Murphy USA Inc. and consolidated subsidiaries are located or begin on the pages of this Annual Report on Form 10-K as indicated below.

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2. Financial Statement Schedules

Schedule II – Valuation Accounts and Reserves

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All other financial statement schedules are omitted because they are either not applicable or the required information is included in the consolidated financial statements or notes thereto.

3. Exhibits – The following is an index of exhibits that are hereby filed as indicated by asterisk (*), that are considered furnished rather than filed, or that are incorporated by reference. Exhibits other than those listed have been omitted since they either are not required or are not applicable.

<u>Exhibit Number</u>	<u>Description</u>
2.1	<u>Separation and Distribution Agreement, dated August 30, 2013, between Murphy Oil Corporation and Murphy USA Inc. (incorporated by reference to Murphy USA's Current Report on Form 8-K filed September 5, 2013)</u>
3.1	<u>Murphy USA Inc. Certificate of Amendment to the Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 of Murphy USA's Current Report on Form 8-K filed May 14, 2024)</u>
3.2	<u>Murphy USA Inc. Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.2 Murphy USA's Current Report on Form 8-K filed May 14, 2024)</u>
3.3	<u>Murphy USA Inc. Amended and Restated Bylaws (incorporated by reference to Exhibit 3.3 Murphy USA's Current Report on Form 8-K filed May 14, 2024)</u>
4.1	<u>Indenture (including form of notes) dated as of April 25, 2017 among Murphy Oil USA, Inc., Murphy USA Inc., as a guarantor, the other guarantors party thereto and U.S. Bank National Association, as trustee (incorporated by reference to Exhibit 4.1 to Murphy USA's Current Report on Form 8-K filed April 25, 2017)</u>
4.2	<u>Indenture dated as of September 13, 2019 among Murphy Oil USA, Inc., Murphy USA Inc., as a guarantor, the other guarantor party thereto and UMB Bank, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Murphy USA's Current Report on Form 8-K filed September 13, 2019)</u>
4.3	<u>Indenture dated as of January 29, 2021, by and among Murphy Oil USA, Inc., Murphy USA Inc., as a guarantor, the other guarantors party thereto and UMB Bank, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Murphy USA's Current Report on Form 8-K filed February 1, 2021)</u>
4.4*	<u>Description of Registrant's Securities registered pursuant to Section 12 of the Securities Exchange Act of 1934</u>
10.1	<u>Severance Protection Agreement dated as of August 20, 2013 between Murphy USA and R. Andrew Clyde, (incorporated by reference to Murphy USA's Current Report on Form 8-K filed August 22, 2013)†</u>
10.2*	<u>Severance Protection Agreement dated as of January 1, 2026 between Murphy USA and Mindy K. West†</u>
10.3	<u>Murphy USA Inc. 2013 Long-Term Incentive Plan, as amended and restated effective as of February 9, 2017 (incorporated by reference to Murphy USA Inc's Annual Report on Form 10-K filed February 22, 2017)†</u>
10.4	<u>Murphy USA Inc. 2013 Stock Plan for Non-Employee Directors (incorporated by reference to Murphy USA's Registration Statement on Form S-8 (File No. 333-191131) filed September 12, 2013)†</u>
10.5	<u>Murphy USA Inc. Supplemental Executive Retirement Plan, as amended and restated, on October 1, 2018 and effective January 1, 2019 (incorporated by reference to Exhibit 10.11 to Murphy USA's Annual Report on Form 10-K filed February 19, 2019)†</u>

- 10.6 [Form of Murphy USA 2013 Long-Term Incentive Plan Option Grant Agreement \(incorporated by reference to Exhibit 10.10 to Murphy USA Inc's Annual Report on Form 10-K filed February 19, 2021\)†](#)
- 10.7 [Form of Murphy USA 2013 Long-Term Incentive Plan RSU Agreement \(incorporated by reference to Exhibit 10.11 to Murphy USA Inc's Annual Report on Form 10-K filed February 19, 2021\)†](#)
- 10.8 [Form of Murphy USA 2013 Long-Term Incentive Plan Performance Share Agreement \(incorporated by reference to Exhibit 10.12 to Murphy USA Inc's Annual Report on Form 10-K filed on February 19, 2021\)†](#)
- 10.9 [Form of Murphy USA 2013 Non-Employee Director Award \(incorporated by reference to Exhibit 10.13 to Murphy USA Inc's Annual Report on Form 10-K filed February 19, 2021\)†](#)
- 10.10 [Credit Agreement, dated as of January 29, 2021, by and among Murphy USA Inc., Murphy Oil USA, Inc., Royal Bank of Canada, as term administrative agent, JPMorgan Chase Bank, N.A., as revolving administrative agent, and the lenders party thereto \(incorporated by reference to Exhibit 10.1 to Murphy USA's Current Report on Form 8-K as filed February 1, 2021\)](#)
- 10.11 [Form of Murphy USA 2013 Long-Term Incentive Plan Option Agreement \(February 2023 grants\) \(incorporated by reference to Exhibit 10.12 to Murphy USA Inc's Annual Report on Form 10-K filed February 15, 2023\)†](#)
- 10.12 [Form of Murphy USA 2013 Long-Term Incentive Plan RSU Agreement \(February 2023 grants\) \(incorporated by reference to Exhibit 10.13 to Murphy USA Inc's Annual Report on Form 10-K filed on February 15, 2023\)†](#)
- 10.13 [Form of Murphy USA 2013 Long-Term Incentive Plan Performance Stock Unit Agreement \(February 2023 grants\) \(incorporated by reference to Exhibit 10.14 to Murphy USA Inc's Annual Report on Form 10-K filed February 15, 2023\)†](#)
- 10.14 [Form of Murphy USA 2013 Non-Employee Director Equity Grant \(February 2023 grants\) \(incorporated by reference to Exhibit 10.15 to Murphy USA Inc's Annual Report on Form 10-K filed February 15, 2023\)†](#)
- 10.15 [Form of Murphy USA 2013 Non-Employee Director Cash Deferral Equity Grant \(February 2023 grants\) \(incorporated by reference to Exhibit 10.16 to Murphy USA Inc's Annual Report on Form 10-K filed February 15, 2023\)†](#)
- 10.16 [Murphy USA Inc. 2023 Omnibus Incentive Plan \(incorporated by reference to Exhibit 99 to Murphy USA Inc's Registration Statement on Form S-8 \(File No. 333-271777\) filed May 9, 2023\)†](#)
- 10.17 [First Amendment Agreement, dated as of March 8, 2023, to the Credit Agreement dated as of January 29, 2021, among Murphy USA Inc., Murphy Oil USA, Inc., the Lenders party thereto, JPMorgan Chase Bank, N.A., as Revolving Administrative Agent and Collateral Agent, and Royal Bank of Canada, as Term Administrative Agent \(incorporated by reference to Exhibit 10.1 to Murphy USA Inc's Quarterly Report on Form 10-Q filed May 4, 2023\)](#)
- 10.18 [Form of 2023 Omnibus Incentive Plan Option Grant Agreement \(incorporated by reference to Exhibit 10.17 to Murphy USA Inc's Annual Report on Form 10-K filed February 20, 2025\)†](#)
- 10.19 [Form of 2023 Omnibus Incentive Plan Performance Share Agreement \(incorporated by reference to Exhibit 10.18 to Murphy USA Inc's Annual Report on Form 10-K filed February 20, 2025\)†](#)
- 10.20 [Form of 2023 Omnibus Incentive Plan RSU Agreement \(Non-Employee Director Award\) \(incorporated by reference to Exhibit 10.19 to Murphy USA Inc's Annual Report on Form 10-K filed February 20, 2025\)†](#)
- 10.21 [Form of 2023 Omnibus Incentive Plan RSU Agreement \(Employees\) \(incorporated by reference to Exhibit 10.20 to Murphy USA Inc's Annual Report on Form 10-K filed February 20, 2025\)†](#)
- 10.22 [Second Amendment Agreement, dated as of June 26, 2023, to the Credit Agreement dated as of January 29, 2021, as amended as of March 8, 2023, by and among Murphy USA Inc., the Lenders party thereto, JPMorgan Chase Bank, N.A. as Revolving Administrative Agent and Collateral Agent, and Royal Bank of Canada, as Term Administrative Agent \(incorporated by reference to Exhibit 10.5 to Murphy USA Inc's Quarterly Report on Form 10-Q filed August 3, 2023\)](#)

10.23	Refinancing Facility Agreement, dated as of April 7, 2025, by and among Murphy USA Inc., Murphy Oil USA, Inc., Royal Bank of Canada, as term administrative agent, JPMorgan Chase Bank, N.A., as revolving administrative agent, and the lenders party thereto (incorporated by reference to Exhibit 10.1 to Murphy USA Inc.'s Current Report on Form 8-K filed April 11, 2025)
10.24	Murphy USA Inc. 2019 Annual Incentive Plan, as amended and restated, and effective as of August 14, 2024 (incorporated by reference to Exhibit 10.1 to Murphy USA Inc.'s Quarterly Report on Form 10-Q filed October 31, 2024)†
10.25*	Separation Agreement between Murphy Oil USA, Inc. and Charles Gallagher Jeff, dated as of October 14, 2025†
10.26*	Letter Agreement dated December 11, 2025, between Murphy USA Inc., R. Andrew Clyde and Clyde Advisory LLC†
19.1*	Murphy USA Inc. Stock Transaction Guidelines
21*	List of Subsidiaries of Murphy USA
22*	List of Subsidiary Guarantors and Issuers of Guaranteed Debt
23.1*	Consent of KPMG LLP, Independent Registered Public Accounting Firm
31.1*	Certification required by Rule 13a-14(a) pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Principal Executive Officer
31.2*	Certification required by Rule 13a-14(a) pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 of Principal Financial Officer
32.1*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Principal Executive Officer
32.2*	Certification pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 of Principal Financial Officer
97.1	Murphy USA Inc. Financial Restatement Compensation Recoupment Policy (incorporated by reference to Exhibit 97.1 to Murphy USA Inc.'s Annual Report on Form 10-K filed February 20, 2025)
101. INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL documents
101. SCH*	Inline XBRL Taxonomy Extension Schema Document
101. CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101. DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101. LAB*	Inline XBRL Taxonomy Extension Labels Linkbase Document
101. PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase
104	Cover Page Interactive Data File - the cover page interactive data file does not appear in the Interactive Data file because its XBRL tags are embedded within the Inline XBRL document

* Filed herewith

† Management contract or compensatory plan or arrangement

Item 16. Form 10-K Summary

None

REPORT OF MANAGEMENT- CONSOLIDATED FINANCIAL STATEMENTS

The management of Murphy USA Inc. is responsible for the preparation and integrity of the accompanying consolidated financial statements and other financial data. The statements were prepared in conformity with U.S. generally accepted accounting principles appropriate in the circumstances and include some amounts based on informed estimates and judgments, with consideration given to materiality.

An independent, registered public accounting firm, KPMG LLP, has audited the Company's consolidated financial statements in accordance with the standards of the Public Company Accounting Oversight Board and provides an objective, independent opinion about the Company's consolidated financial statements. The Audit Committee of the Board of Directors appoints the independent registered public accounting firm; ratification of the appointment is solicited annually from the shareholders. KPMG LLP's opinion covering the Company's consolidated financial statements can be found on page F-2.

The Board of Directors appoints an Audit Committee annually to implement and to support the Board's oversight function of the Company's financial reporting, accounting policies, internal controls and independent registered public accounting firm. This Committee is composed solely of directors who are not employees of the Company. The Committee meets routinely with representatives of management, the Company's internal audit team and the independent registered public accounting firm to review and discuss the adequacy and effectiveness of the Company's internal controls, the quality and clarity of its financial reporting, the scope and results of independent and internal audits, and to fulfill other responsibilities included in the Committee's Charter. The independent registered public accounting firm and the Company's internal audit team have unrestricted access to the Committee, without management presence, to discuss audit findings and other financial matters.

REPORT OF MANAGEMENT – INTERNAL CONTROL OVER FINANCIAL REPORTING

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). The Company's internal controls have been designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements in accordance with U.S. generally accepted accounting principles. All internal control systems have inherent limitations, and therefore, can provide only reasonable assurance with respect to the reliability of financial reporting and preparation of consolidated financial statements.

Management has conducted an evaluation of the effectiveness of the Company's internal control over financial reporting based on the criteria set forth in *Internal Control – Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission in 2013. Based on the results of this evaluation, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2025.

KPMG LLP has performed an audit of the Company's internal control over financial reporting and their opinion thereon can be found on page F-4.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Murphy USA Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Murphy USA Inc. and subsidiaries (the Company) as of December 31, 2025 and 2024, the related consolidated statements of income, comprehensive income, cash flows, and changes in equity for each of the years in the three-year period ended December 31, 2025, and the related notes and schedule II - valuation and qualifying accounts (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 18, 2026 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Assessment of impairment triggering events related to property, plant and equipment

As discussed in Note 2 to the consolidated financial statements, the Company assesses its property, plant and equipment for potential impairment whenever events or changes in the circumstances indicate that the carrying value of the asset or asset group may not be recoverable. The property, plant and equipment

balance, at cost less accumulated depreciation, as of December 31, 2025 was \$2,962.8 million. Some retail sites may generate negative cash flow or experience events that indicate carrying values might not be recovered, indicating a higher risk that these retail sites might be impaired. This requires the Company to consider profitability and retail site specific factors when evaluating its retail sites for impairment in order to determine whether or not an impairment triggering event has occurred.

We identified the assessment of impairment triggering events related to certain property, plant and equipment as a critical audit matter. The determination of the asset group level, the evaluation of the retail site profitability, and the assessment of retail site specific factors involved challenging auditor judgment, as changes to those factors could have a significant impact on the Company's assessment of an impairment triggering event.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's triggering events assessment process over property, plant and equipment, including controls related to the identification of impairment triggers. We evaluated the asset group level at which the Company's analysis was performed. We assessed the Company's methodology of identifying retail site specific factors to be considered in the triggering events analysis, including length of the time period used by the Company to evaluate retail site profitability to identify triggering events. We also compared the historical cash flows by asset group to the general ledger information to assess the reliability of the information used.

/s/ KPMG LLP

We have served as the Company's auditor since 2013.

Dallas, Texas
February 18, 2026

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Murphy USA Inc.:

Opinion on Internal Control Over Financial Reporting

We have audited Murphy USA Inc. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of income, comprehensive income, cash flows and changes in equity for each of the years in the three-year period ended December 31, 2025, and the related notes and schedule II - valuation and qualifying accounts (collectively, the consolidated financial statements), and our report dated February 18, 2026 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management - Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Dallas, Texas
February 18, 2026

Murphy USA Inc.
Consolidated Balance Sheets

(Millions of dollars, except share amounts)	December 31,	
	2025	2024
Assets		
Current assets		
Cash and cash equivalents	\$ 28.9	\$ 47.0
Accounts receivable—trade, less allowance for doubtful accounts of \$0.3 in 2025 and 2024, respectively	276.2	268.5
Inventories, at lower of cost or market	413.0	401.6
Prepaid expenses and other current assets	29.7	31.0
Total current assets	747.8	748.1
Property, plant and equipment, at cost less accumulated depreciation and amortization of \$2,173.5 in 2025 and \$1,931.4 in 2024, respectively	2,962.8	2,813.2
Operating lease right-of-use assets, net	526.3	492.9
Intangible assets, net of amortization	139.3	139.5
Goodwill	328.0	328.0
Other assets	21.6	19.9
Total assets	\$ 4,725.8	\$ 4,541.6
Liabilities and Stockholders' Equity		
Current liabilities		
Current maturities of long-term debt	\$ 19.0	\$ 15.7
Trade accounts payable and accrued liabilities	865.2	874.4
Income taxes payable	44.9	57.8
Total current liabilities	929.1	947.9
Long-term debt, including capitalized lease obligations	2,163.6	1,832.7
Deferred income taxes	388.5	343.4
Asset retirement obligations	52.5	49.1
Non-current operating lease liabilities	534.6	496.3
Deferred credits and other liabilities	34.0	32.1
Total liabilities	4,102.3	3,701.5
Stockholders' Equity		
Preferred Stock, par \$0.01, (authorized 20,000,000 shares, none outstanding)	—	—
Common Stock, par \$0.01, (authorized 200,000,000 shares, 46,767,164 shares issued at December 31, 2025 and 2024, respectively)	0.5	0.5
Treasury stock (28,201,581 and 26,750,846 shares held at December 31, 2025 and 2024, respectively)	(4,031.7)	(3,391.3)
Additional paid in capital (APIC)	482.4	487.5
Retained earnings	4,172.3	3,743.4
Total stockholders' equity	623.5	840.1
Total liabilities and stockholders' equity	\$ 4,725.8	\$ 4,541.6

See accompanying notes to consolidated financial statements.

Murphy USA Inc.
Consolidated Statements of Income

(Millions of dollars, except per share amounts)	Years Ended December 31,		
	2025	2024	2023
Operating Revenues			
Petroleum product sales ¹	\$ 14,862.8	\$ 15,891.8	\$ 17,104.4
Merchandise sales	4,303.8	4,214.8	4,089.3
Other operating revenues	217.4	137.7	335.7
Total operating revenues	19,384.0	20,244.3	21,529.4
Operating Expenses			
Petroleum product cost of goods sold ¹	13,589.8	14,556.4	15,929.7
Merchandise cost of goods sold	3,434.8	3,381.1	3,285.9
Store and other operating expenses	1,108.5	1,064.6	1,014.8
Depreciation and amortization	276.8	248.0	228.7
Impairment of properties	5.3	8.2	—
Selling, general and administrative	231.5	235.4	240.5
Restructuring expense	12.6	—	—
Accretion of asset retirement obligations	3.4	3.2	3.0
Total operating expenses	18,662.7	19,496.9	20,702.6
Gain (loss) on sale of assets	(2.8)	(4.5)	(0.8)
Income (loss) from operations	718.5	742.9	826.0
Other income (expense)			
Investment income	0.2	6.4	6.9
Interest expense	(110.9)	(97.1)	(98.5)
Other nonoperating income (expense)	1.4	(0.6)	—
Total other income (expense)	(109.3)	(91.3)	(91.6)
Income before income taxes	609.2	651.6	734.4
Income tax expense (benefit)	138.6	149.1	177.6
Net Income	\$ 470.6	\$ 502.5	\$ 556.8
Basic and Diluted Earnings Per Common Share:			
Basic	\$ 24.38	\$ 24.47	\$ 25.91
Diluted	\$ 24.10	\$ 24.11	\$ 25.49
Weighted-average shares outstanding (in thousands):			
Basic	19,303	20,533	21,493
Diluted	19,526	20,842	21,843
Supplemental information:			
¹ Includes excise taxes of:	\$ 2,366.1	\$ 2,334.9	\$ 2,291.2

See accompanying notes to consolidated financial statements.

Murphy USA Inc.
Consolidated Statements of Comprehensive Income

<i>(Millions of dollars)</i>	Years Ended December 31,		
	2025	2024	2023
Net income	\$ 470.6	\$ 502.5	\$ 556.8
Other comprehensive income (loss), net of tax			
Marketable securities:			
Unrealized gain (loss)	—	—	0.1
Reclassifications:			
Amortization of unrealized (gain) loss to interest expense	—	—	0.6
	—	—	0.7
Deferred income tax expense (benefit)	—	—	0.2
Other comprehensive income (loss)	—	—	0.5
Comprehensive income	<u>\$ 470.6</u>	<u>\$ 502.5</u>	<u>\$ 557.3</u>

See accompanying notes to consolidated financial statements.

Murphy USA Inc.
Consolidated Statements of Cash Flows

(Millions of dollars)	Years Ended December 31,		
	2025	2024	2023
Operating Activities			
Net income	\$ 470.6	\$ 502.5	\$ 556.8
Adjustments to reconcile net income to net cash provided (required) by operating activities			
Depreciation and amortization	276.8	248.0	228.7
Impairment of properties	5.3	8.2	—
Deferred and noncurrent income tax charges (benefits)	45.1	14.0	2.0
Restructuring expense, net of cash paid	5.6	—	—
Accretion of asset retirement obligations	3.4	3.2	3.0
Amortization of discount on marketable securities	—	(0.2)	(0.4)
(Gains) losses from sale of assets	2.8	4.5	0.8
Net (increases) decrease in noncash operating working capital	(33.1)	32.8	(42.1)
Other operating activities - net	37.4	34.6	35.2
Net cash provided (required) by operating activities	813.9	847.6	784.0
Investing Activities			
Property additions	(439.6)	(458.1)	(335.6)
Proceeds from sale of assets	2.4	2.0	2.4
Investment in marketable securities	—	—	(12.8)
Redemptions of marketable securities	—	11.5	24.0
Other investing activities - net	1.2	(1.2)	(1.6)
Net cash provided (required) by investing activities	(436.0)	(445.8)	(323.6)
Financing Activities			
Purchase of treasury stock	(649.9)	(445.7)	(333.2)
Dividends paid	(41.5)	(36.8)	(33.4)
Borrowings of debt	2,982.3	707.0	8.0
Repayments of debt	(2,654.4)	(666.7)	(23.4)
Debt issuance costs	(9.0)	—	—
Amounts related to share-based compensation	(23.5)	(30.4)	(21.1)
Net cash provided (required) by financing activities	(396.0)	(472.6)	(403.1)
Net increase (decrease) in cash, cash equivalents and restricted cash	(18.1)	(70.8)	57.3
Cash, cash equivalents and restricted cash at January 1	47.0	117.8	60.5
Cash, cash equivalents and restricted cash at December 31	\$ 28.9	\$ 47.0	\$ 117.8

See accompanying notes to consolidated financial statements.

Murphy USA Inc.
Consolidated Statements of Changes in Equity

<i>(Millions of dollars, except share amounts)</i>	Common Stock		Treasury Stock	APIC	Retained Earnings	AOCI	Total
	Shares	Par					
Balance as of December 31, 2022	46,767,164	\$ 0.5	\$ (2,633.3)	\$ 518.9	\$ 2,755.1	\$ (0.5)	\$ 640.7
Net income	—	—	—	—	556.8	—	556.8
Gain on interest rate hedge and unrealized gain on marketable securities, net of tax	—	—	—	—	—	0.5	0.5
Cash dividends declared, (\$1.55 per share)	—	—	—	—	(33.4)	—	(33.4)
Dividend equivalent units accrued	—	—	—	0.4	(0.4)	—	—
Purchase of treasury stock	—	—	(336.2)	—	—	—	(336.2)
Issuance of treasury stock	—	—	11.7	(11.9)	—	—	(0.2)
Amounts related to share-based compensation	—	—	—	(21.1)	—	—	(21.1)
Share-based compensation expense	—	—	—	21.8	—	—	21.8
Balance as of December 31, 2023	46,767,164	0.5	(2,957.8)	508.1	3,278.1	—	828.9
Net income	—	—	—	—	502.5	—	502.5
Cash dividends declared, (\$1.79 per share)	—	—	—	—	(36.8)	—	(36.8)
Dividend equivalent units accrued	—	—	—	0.4	(0.4)	—	—
Purchase of treasury stock	—	—	(446.6)	—	—	—	(446.6)
Issuance of treasury stock	—	—	13.1	(13.5)	—	—	(0.4)
Amounts related to share-based compensation	—	—	—	(30.4)	—	—	(30.4)
Share-based compensation expense	—	—	—	22.9	—	—	22.9
Balance as of December 31, 2024	46,767,164	0.5	(3,391.3)	487.5	3,743.4	—	840.1
Net income	—	—	—	—	470.6	—	470.6
Cash dividends declared, (\$2.15 per share)	—	—	—	—	(41.5)	—	(41.5)
Dividend equivalent units accrued	—	—	—	0.2	(0.2)	—	—
Purchase of treasury stock	—	—	(652.0)	—	—	—	(652.0)
Issuance of treasury stock	—	—	11.6	(10.4)	—	—	1.2
Amounts related to share-based compensation	—	—	—	(23.5)	—	—	(23.5)
Share-based compensation expense	—	—	—	28.6	—	—	28.6
Balance as of December 31, 2025	46,767,164	\$ 0.5	\$ (4,031.7)	\$ 482.4	\$ 4,172.3	\$ —	\$ 623.5

See accompanying notes to consolidated financial statements.

Murphy USA Inc.
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Note 1 — Description of Business and Basis of Presentation

The business of Murphy USA Inc. and its subsidiaries ("Murphy USA", "we", "our", "us", or the "Company") primarily consists of the U.S. retail marketing business that was separated from its former parent company, Murphy Oil Corporation ("Murphy Oil"), plus other assets, liabilities and operating expenses of Murphy Oil that were associated with supporting the activities of the U.S. retail marketing operations. Murphy USA was incorporated in March 2013. The separation was approved by the Murphy Oil board of directors on August 7, 2013, and was completed on August 30, 2013 through the distribution of 100% of the outstanding capital stock of Murphy USA to holders of Murphy Oil common stock on the record date of August 21, 2013. Following the separation, Murphy USA is an independent, publicly traded company, and Murphy Oil retains no ownership interest in Murphy USA. On January 29, 2021, the Company acquired 100% of Quick Chek Corporation ("QuickChek" or "QC"), a privately held convenience store chain with a strong regional brand that consisted of 156 stores at the time of acquisition, located in New Jersey and New York, in an all-cash transaction.

Murphy USA markets refined products through a network of retail gasoline stores and to unbranded wholesale customers. In addition, we operate non-fuel convenience stores in select markets. The Company owns and operates a chain of retail stores under the brand name of Murphy USA® and Murphy Express, most of which are located in close proximity to Walmart stores, and also has a mix of convenience stores with and without retail gasoline that operate under the brand name of QuickChek®. At December 31, 2025, the Company had a total of 1,800 Company stores in 27 states, of which 1,649 were branded as Murphy and 151 were branded QuickChek. The Company also has certain product supply and wholesale assets, including product distribution terminals and pipeline positions.

Murphy Oil USA, Inc. and certain of its subsidiaries operate on a calendar year basis, while the QuickChek subsidiaries previously used a weekly retail calendar where each quarter had 13 weeks until November 2025, when its period end was aligned with the rest of the Company. For 2025, the QuickChek results cover the period December 28, 2024 to December 31, 2025. For 2024, the QuickChek results cover the period December 30, 2023 to December 27, 2024. The difference in the timing of the period ends is immaterial to the overall consolidated results and all future periods will be aligned.

Adoption of New Accounting Pronouncement

Effective January 1, 2025, the Company adopted ASU 2023-09, Improvements to Income Tax Disclosures, on a prospective basis. This update requires more detailed disclosures in the income tax note, including a standardized tabular rate reconciliation and disaggregated information on income taxes paid by jurisdiction. Since the guidance was adopted prospectively, the disclosures for the years ended December 31, 2024, and 2023, are presented under the previous accounting standard. The adoption of this ASU did not have an impact on the Company's consolidated financial position or results of operations, as it only affects disclosures.

Note 2 – Significant Accounting Policies

PRINCIPLES OF CONSOLIDATION – These consolidated financial statements were prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") and include the accounts of Murphy USA Inc. and its subsidiaries for all periods presented. All significant intercompany accounts and transactions within the consolidated financial statements have been eliminated.

REVENUE RECOGNITION – Revenue is recognized when obligations under the terms of a contract with our customers are satisfied; generally, this occurs with the transfer of control of our petroleum products, convenience merchandise, Renewable Identification Numbers ("RINs") and other assets to our third-party customers. Revenue is measured as the amounts of consideration we expect to receive in exchange for transferring goods or providing services. Excise and sales taxes that we collect where we have determined we are the principal in the transaction have been recorded as revenue on a jurisdiction-by-jurisdiction basis.

The Company enters into buy/sell and similar arrangements when petroleum products are held at one location but are needed at a different location. The Company often pays or receives funds related to the buy/sell

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arrangement based on location or quality differences. The Company accounts for such transactions as non-monetary exchanges under existing accounting guidance and typically reports these on a net basis in its Consolidated Statements of Income. See Note 3 "Revenues" for additional information.

SHIPPING AND HANDLING COSTS – Costs incurred for the shipping and handling of motor fuel are included in Petroleum product cost of goods sold in the Consolidated Statements of Income. Costs incurred for the shipping and handling of convenience store merchandise are included in Merchandise cost of goods sold in the Consolidated Statements of Income.

TAXES COLLECTED FROM CUSTOMERS AND REMITTED TO GOVERNMENTAL AUTHORITIES – Excise and other taxes collected on sales of refined products and remitted to governmental agencies are included in Operating Revenues and Operating Expenses in the Consolidated Statements of Income. Excise taxes on petroleum products collected and remitted were \$2.4 billion in 2025, \$2.3 billion in 2024, and \$2.3 billion in 2023.

CASH EQUIVALENTS – Short-term investments, which include governmental securities, money market funds and other instruments with governmental securities as collateral, that have a maturity of three months or less from the date of purchase are classified as cash equivalents.

MARKETABLE SECURITIES – The Company considers highly liquid treasury notes, corporate debt securities, and other funds with original maturities of more than three months to be marketable securities. Securities with less than one year to maturity are included in short-term marketable securities, and all other securities are classified as long-term marketable securities. Marketable securities are classified as held-to-maturity when the Company has both the positive intent and ability to hold the securities to maturity and are carried at amortized cost. Marketable securities are classified as available-for-sale when the Company does not have the intent to hold securities to maturity to allow flexibility in response to liquidity needs and are carried at fair value. The Company records securities at fair value on its consolidated balance sheets, with unrealized gains and losses reported as a component of accumulated other comprehensive income (loss). See Note 5 "Marketable Securities" and Note 17 "Assets and Liabilities Measured at Fair Value" for additional information on our policy and the fair value measurement of the Company's marketable securities.

ACCOUNTS RECEIVABLE – The Company's accounts receivable are recorded at the invoiced amount and do not bear interest. The accounts receivable primarily consists of amounts owed to the Company from credit card companies and by customers for wholesale sales of refined petroleum products. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses on these receivables. The Company reviews this allowance for adequacy at least quarterly and bases its assessment on a combination of current information about its customers and historical write-off experience. Any trade accounts receivable balances written off are charged against the allowance for doubtful accounts. The Company has not experienced any significant credit-related losses in the past three years.

INVENTORIES – Inventories of petroleum products are valued at the lower of cost, generally applied on a last-in, first-out ("LIFO") basis, or market. Any increments to LIFO inventory volumes are valued based on the first purchase price for these volumes during the year. Merchandise inventories held for resale are generally valued at average cost. Materials and supplies are valued at the lower of average cost or net realizable value.

VENDOR ALLOWANCES AND REBATES – Murphy USA receives payments for vendor allowances, volume rebates and other related payments from various suppliers of its convenience store merchandise. Vendor allowances for price markdowns are credited to merchandise cost of goods sold during the period the related markdown is recognized. Volume rebates of merchandise are recorded as reductions to merchandise cost of goods sold when the merchandise qualifying for the rebate is sold. Slotting and stocking allowances received from a vendor are recorded as a reduction to cost of sales over the period covered by the agreement.

BUSINESS COMBINATIONS – The Company accounts for business combinations under the purchase method of accounting. The purchase price of an acquisition is measured as the aggregate of the fair value of the consideration transferred. The purchase price is allocated to the fair values of the tangible and intangible assets acquired and liabilities assumed, with any excess recorded as goodwill. These fair value determinations

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require judgment and may involve the use of significant estimates and assumptions. The purchase price allocation may be provisional during a measurement period of up to one year to provide reasonable time to obtain the information necessary to identify and measure the assets acquired and liabilities assumed. Any such measurement period adjustments are recognized in the period in which the adjustment amount is determined. Transaction costs associated with the acquisition are expensed as incurred.

PROPERTY, PLANT AND EQUIPMENT – Additions to property, plant and equipment, including renewals and betterments, are capitalized and recorded at cost. Certain marketing facilities are primarily depreciated using the composite straight-line method with depreciable lives ranging from 3 to 25 years. Gasoline stores, improvements to gasoline stores and other assets are depreciated over 3 to 50 years by individual unit on the straight-line method. The Company capitalizes interest costs as a component of construction in progress on individually significant projects based on the weighted-average interest rates incurred on its long-term borrowings. Total interest cost capitalized was \$4.4 million in 2025, \$4.2 million in 2024 and \$2.4 million in 2023.

The Company has undertaken like-kind exchange ("LKE") transactions under the federal tax code in an effort to acquire and sell real property in a tax-efficient manner. The Company generally enters into forward transactions, in which property is sold and the proceeds are reinvested by acquiring similar property; and reverse transactions, in which property is acquired and similar property is subsequently sold. A qualified LKE intermediary is used to facilitate these LKE transactions. Proceeds from forward LKE transactions are held by the intermediary and are classified as restricted cash on the Company's balance sheet because the funds must be reinvested in similar properties. If the acquisition of suitable LKE properties is not completed within 180 days of the sale of the Company-owned property, the proceeds are distributed to the Company by the intermediary and are reclassified as available cash and applicable income taxes are determined. An exchange accommodation titleholder, a type of variable interest entity, is used to facilitate reverse like-kind exchanges. The acquired assets are held by the exchange accommodation titleholder until the exchange transactions are complete. If the Company determines that it is the primary beneficiary of the exchange accommodation titleholder, the replacement assets held by the exchange accommodation titleholder are consolidated and recorded in Property, Plant and Equipment on the Consolidated Balance Sheets. The unspent proceeds that are held in trust with the intermediary are recorded as noncurrent assets in the Consolidated Balance Sheet as the cash was restricted for the acquisition of similar properties. At December 31, 2025 and 2024, the Company had no open LKE transactions with an intermediary.

GOODWILL AND INTANGIBLE ASSETS – Goodwill represents the excess of the aggregate of the consideration transferred over the net assets acquired and liabilities assumed and is tested annually for impairment, or more frequently if there are indicators of potential impairment. Acquired finite-lived intangible assets are amortized on a straight-line basis over their estimated useful lives, and are reviewed for impairment when events or circumstances indicate that the asset group to which the intangible assets belong might be impaired. The Company revises the estimated remaining useful life of these assets when events or changes in circumstances warrant a revision. If the Company revises the useful life, the unamortized balance is amortized over the useful life on a prospective basis. See Note 7 "Goodwill and Intangible Assets" for additional information.

IMPAIRMENT OF ASSETS – Long-lived assets, which include property and equipment and finite-lived assets, are tested for recoverability whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable. Indefinite-lived intangible assets are tested annually. A long-lived asset is not recoverable if its carrying amount exceeds the sum of the undiscounted cash flows expected to result from its use and eventual disposition. If a long-lived asset is not recoverable, an impairment loss is recognized for the amount by which the carrying amount of the long-lived asset exceeds its fair value, with fair value determined based on discounted estimated net cash flows or other appropriate methods. In 2025, the Company recognized impairment charges of \$5.3 million, \$8.2 million in 2024, and no impairment charges in 2023.

ASSET RETIREMENT OBLIGATIONS – The Company records a liability for asset retirement obligations ("ARO") equal to the fair value of the estimated cost to retire an asset. The ARO liability is initially recorded in the period in which the obligation meets the definition of a liability, which is generally when the asset is placed in service. The ARO liability is estimated using existing regulatory requirements and anticipated future inflation

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rates. When the liability is initially recorded, the Company increases the carrying amount of the related long-lived asset by an amount equal to the original liability. The liability is increased over time to reflect the change in its present value, and the capitalized cost is depreciated over the useful life of the related long-lived asset. The Company reevaluates the adequacy of its recorded ARO liability at least annually. Actual costs of asset retirements such as dismantling service stores and site restoration are charged against the related liability. Any difference between costs incurred upon settlement of an asset retirement obligation and the recorded liability is recognized as a gain or loss in the Company's Consolidated Statements of Income.

ENVIRONMENTAL LIABILITIES – A liability for environmental matters is established when it is probable that an environmental obligation exists and the cost can be reasonably estimated. If there is a range of reasonably estimated costs, the most likely amount will be recorded, or if no amount is most likely, the minimum of the range is used. Related expenditures are charged against the liability. Environmental remediation liabilities have not been discounted for the time value of future expected payments. Environmental expenditures that have future economic benefit are capitalized.

INCOME TAXES – The Company accounts for income taxes using the asset and liability method. Under this method, income taxes are provided for amounts currently payable and for amounts deferred as tax assets and liabilities based on differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities. Deferred income taxes are measured using the enacted tax rates that are assumed will be in effect when the differences reverse. The Company routinely assesses the realizability of deferred tax assets based on available positive and negative evidence including assumptions of future taxable income, tax planning strategies and other pertinent factors. A deferred tax asset valuation allowance is recorded when evidence indicates that it is more likely than not that all or a portion of these deferred tax assets will not be realized in a future period. The accounting principles for income tax uncertainties permit recognition of income tax benefits only when they are more likely than not to be realized.

The Company has elected to classify any interest expense and penalties related to the underpayment of income taxes in Income tax expense in the Consolidated Statements of Income.

DERIVATIVE INSTRUMENTS AND HEDGING ACTIVITIES – The fair value of a derivative instrument is recognized as an asset or liability in the Company's Consolidated Balance Sheets. Upon entering into a derivative contract, the Company may designate the derivative as either a fair value hedge or a cash flow hedge, or decide that the contract is not a hedge, and therefore, recognize changes in the fair value of the contract in earnings. The Company documents the relationship between the derivative instrument designated as a hedge and the hedged items as well as its objective for risk management and strategy for use of the hedging instrument to manage the risk. Derivative instruments designated as fair value or cash flow hedges are linked to specific assets and liabilities or to specific firm commitments or forecasted transactions. The Company assesses at inception and on an ongoing basis whether a derivative instrument accounted for as a hedge is highly effective in offsetting changes in the fair value or cash flows of the hedged item. A derivative that is not a highly effective hedge does not qualify for hedge accounting. The change in the fair value of a qualifying fair value hedge is recorded in earnings along with the gain or loss on the hedged item. The effective portion of the change in the fair value of a qualifying cash flow hedge is recorded in Accumulated other comprehensive income (AOCI) in the Consolidated Balance Sheets until the hedged item is recognized currently in earnings. If a derivative instrument no longer qualifies as a cash flow hedge and the underlying forecasted transaction is no longer probable of occurring, hedge accounting is discontinued and the gain or loss recorded in AOCI is recognized immediately in earnings. If a hedge is de-designated, hedge accounting will no longer apply and from that time the gain and losses will be recognized in earnings and any accumulated amounts in other comprehensive income will be amortized to earnings over the remaining life of the underlying instrument. See Note 14 "Financial Instruments and Risk Management" and Note 17 "Assets and Liabilities Measured at Fair Value" for further information about the Company's derivatives.

STOCK-BASED COMPENSATION – The fair value of awarded stock options, restricted stock, restricted stock units and performance stock units is determined based on a combination of management assumptions for awards issued. The Company uses the Black-Scholes option pricing model for computing the fair value of stock options. The primary assumptions made by management included the expected life of the stock option award and the expected volatility of the Company's common stock prices. The Company uses both historical data and current information to support its assumptions. Stock option expense is recognized on a straight-line basis over

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the requisite service period of three years. The Company uses a Monte Carlo valuation model to determine the fair value of performance-based stock units that are based on performance compared against a peer group and the related expense is recognized over the three-year requisite service period. Management estimates the number of all awards that will not vest and adjusts its compensation expense accordingly. Differences between estimated and actual vested amounts are accounted for as an adjustment to expense when known. See Note 12 "Incentive Plans" for a discussion of the basis of allocation of such costs.

USE OF ESTIMATES – In preparing the financial statements of the Company in conformity with U.S. GAAP, management has made a number of estimates and assumptions related to the reporting of assets, liabilities, revenues, and expenses and the disclosure of contingent assets and liabilities. Actual results may differ from the estimates. On an ongoing basis, we review our estimates based on currently available information. Changes in facts and circumstances may result in revised estimates.

Note 3 – Revenues

Revenue Recognition

The following table disaggregates our revenue by major source for the years ended December 31, 2025, 2024, and 2023.

(Millions of dollars)	Years Ended December 31,		
	2025	2024	2023
Marketing Segment			
Petroleum product sales (at retail) ¹	\$ 13,397.7	\$ 14,417.5	\$ 15,279.9
Petroleum product sales (at wholesale) ¹	1,465.1	1,474.3	1,824.5
Total petroleum product sales	14,862.8	15,891.8	17,104.4
Merchandise sales	4,303.8	4,214.8	4,089.3
Other operating revenues:			
RINs	211.7	129.6	328.6
Other revenues ²	5.2	7.5	6.6
Total Marketing segment revenues	19,383.5	20,243.7	21,528.9
Corporate and Other Assets	0.5	0.6	0.5
Total revenues	\$ 19,384.0	\$ 20,244.3	\$ 21,529.4

¹Includes excise and sales taxes that remain eligible for inclusion under Topic 606

²Primarily includes collection allowance on excise and sales taxes combined with other miscellaneous items

Marketing segment

Petroleum product sales (at retail). For our retail store locations, the revenue related to petroleum product sales is recognized as the fuel is pumped to our customers. The transaction price at the pump typically includes some portion of sales or excise taxes as levied in the respective jurisdictions. Those taxes that are collected for remittance to governmental entities on a pass-through basis are not recognized as revenue and they are recorded to a liability account until they are paid. Our customers typically use a mixture of cash, checks, credit cards and debit cards to pay for our products as they are received. We have accounts receivable from the various credit/debit card providers at any point in time related to product sales made on credit cards and debit cards. These receivables are typically collected in two to seven days, depending on the terms with the particular credit/debit card providers. Payment fees retained by the credit/debit card providers are recorded as Store and other operating expenses in the Consolidated Statements of Income.

Petroleum product sales (at wholesale). Our sales of petroleum products at wholesale are generally recorded as revenue when the deliveries have occurred and legal ownership of the product has transferred to the customer. Title transfer for bulk refined product sales typically occurs at pipeline custody points and upon

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trucks loading at product terminals. For bulk pipeline sales, we record receivables from customers that are generally collected within a week from custody transfer date. For our rack product sales, the majority of our customers' accounts are drafted by us within 10 days from product transfer.

Merchandise sales. For our retail store locations, the revenue related to merchandise sales is recognized as the customer completes their purchase at our locations. The transaction price typically includes some portion of sales tax as levied in the respective jurisdictions. Those taxes that are collected for remittance to governmental entities on a pass-through basis are not recognized as revenue and they are recorded to a liability account until they are paid. As noted above, a mixture of payment types are used for these revenues and the same terms for credit/debit card receivables are realized.

With respect to merchandise sales revenue we must determine whether we are the principal or agent for some categories of merchandise such as scratch-off lottery tickets, lotto tickets, newspapers and other small categories of merchandise. For scratch-off lottery tickets, we have determined we are the principal in the majority of the jurisdictions and therefore we record those sales on a gross basis. We have some categories of merchandise (such as lotto tickets) where we are the agent and the revenues recorded for those transactions are our net commission only.

The Company offers loyalty programs through each of its branded retail locations. The customers earn rewards based on their spending or other promotional activities. These programs create a performance obligation which requires us to defer a portion of sales revenue to the loyalty program participants until they redeem their rewards. The rewards may be redeemed for free or discounted merchandise or cash discounts at all stores and on fuel purchases at Murphy branded stores. Earned rewards expire after an account is inactive for a period of 90 days at Murphy branded stores, while certain QC rewards require use within the month. We recognize loyalty revenue when a customer redeems an earned reward. Deferred revenue associated with both loyalty programs are included in Trade accounts payable and accrued liabilities in our Consolidated Balance Sheets. The deferred revenue balances at December 31, 2025 and 2024 were immaterial.

RINs sales. For the sale of RINs, we recognize revenue when the RIN is transferred to the counter-party and the sale is completed. Receivables from our counter-parties related to the RIN sales are typically collected within five days of the sale.

Other revenues. Items reported as other operating revenues include collection allowances for excise and sales taxes and other miscellaneous items and are recognized as revenue when the transaction is completed.

Accounts receivable

Trade accounts receivable on the Consolidated Balance Sheet represents both receivables related to contracts with customers and other trade receivables. At December 31, 2025 and 2024, we had \$115.0 million and \$110.5 million of receivables, respectively, related to contracts with customers recorded. Typically, the trade accounts receivable related to contracts with customers outstanding at the end of each period were collected during the succeeding quarter. These receivables were generally related to credit and debit card transactions along with short term bulk and wholesale sales to our customers, which have a very short settlement window.

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Note 4 — Inventories

Inventories consisted of the following:

<i>(Millions of dollars)</i>	December 31,	
	2025	2024
Petroleum products - FIFO basis	\$ 305.8	\$ 353.3
Store merchandise for resale - FIFO basis	254.7	226.5
Less LIFO reserve	(162.6)	(189.1)
Total petroleum products and store merchandise inventory	397.9	390.7
Materials and supplies	15.1	10.9
Total inventories	<u>\$ 413.0</u>	<u>\$ 401.6</u>

At December 31, 2025 and 2024, the replacement cost (market value) of LIFO inventories exceeded the LIFO carrying value for petroleum products by \$162.6 million and \$189.1 million, respectively.

Note 5 — Marketable Securities

The Company invests a portion of its excess operational cash in marketable securities. The goal of the Company's investment policy, in order of priority, are as follows: (1) preservation of principal, (2) maintaining a high degree of liquidity to meet cash flow requirements, and (3) deliver competitive returns subject to prevailing market conditions and the Company's stated objectives related to safety and liquidity. Nothing in the policy is intended to indicate that management must invest excess operational cash; it merely allows it subject to specific limitations.

Securities are generally required to have a final maturity of 24 months or less with a weighted-average maturity for the portfolio of no longer than 12 months and must have an active secondary market. Investments may include U.S. Treasury bills, notes and bonds, U.S. Agency securities, repurchase agreements, certificates of deposit, institutional, government money market funds that maintain a stable \$1.00 net asset value, domestic and foreign commercial paper, municipal securities, domestic and foreign debt issued by corporations or financial institutions with the primary objective of minimizing the potential risk of principal loss. The Company determines the classification of its marketable securities based on its investment strategy at the time of purchase.

The Company held no marketable securities at December 31, 2025 or 2024.

Note 6 – Property, Plant and Equipment

<i>(Millions of dollars)</i>	Estimated Useful Life	December 31, 2025		December 31, 2024	
		Cost	Net	Cost	Net
Land		\$ 709.4	\$ 709.4	\$ 674.6	\$ 674.6
Real estate finance leases	1 to 40 years	155.0	93.0	150.9	100.8
Pipeline and terminal facilities	3 to 25 years	105.9	59.8	99.2	57.1
Retail gasoline stores	3 to 50 years	3,823.4	1,953.9	3,498.7	1,826.3
Buildings	20 to 45 years	75.7	40.6	75.4	43.8
Other	3 to 20 years	266.9	106.1	245.8	110.6
		<u>\$ 5,136.3</u>	<u>\$ 2,962.8</u>	<u>\$ 4,744.6</u>	<u>\$ 2,813.2</u>

Depreciation expense of \$275.8 million, \$247.0 million and \$227.7 million was recorded for the years ended December 31, 2025, 2024 and 2023, respectively.

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Note 7 – Goodwill and Intangible Assets

The Company's goodwill is assigned to its Marketing segment and none of the goodwill is deductible for tax purposes.

<i>(Millions of dollars)</i>	December 31,	
	2025	2024
Goodwill	\$ 328.0	\$ 328.0

We amortize intangible assets subject to amortization on a straight-line basis based on the period for which the economic benefits of the asset or liability are expected to be realized. The intangible assets subject to amortization includes pipeline space, which is being amortized over a 40-year life, and the intangible lease liability acquired from QuickChek which is being amortized over the remaining life of the underlying leases.

Intangible assets subject to amortization at December 31, 2025 and 2024 consisted of the following:

<i>(Millions of dollars)</i>	Remaining Useful Life (in years)	December 31, 2025		December 31, 2024	
		Cost	Net	Cost	Net
Intangible assets subject to amortization:					
Pipeline space	29.7	\$ 39.6	\$ 29.7	\$ 39.6	\$ 30.7
Intangible lease liability	8.6	(9.1)	(5.8)	(9.1)	(6.6)
Total intangible assets subject to amortization		30.5	23.9	30.5	24.1
Intangible assets not subject to amortization, indefinite lives:					
Trade name		115.4	115.4	115.4	115.4
Intangible assets, net of amortization		\$ 145.9	\$ 139.3	\$ 145.9	\$ 139.5

Note 8 – Accounts Payable and Accrued Liabilities

Trade accounts payable and accrued liabilities consisted of the following:

<i>(Millions of dollars)</i>	December 31,	
	2025	2024
Trade accounts payable	\$ 477.5	\$ 518.0
Excise taxes/withholdings payable	106.1	99.7
Accrued insurance obligations	68.3	59.7
Accrued taxes other than income	49.7	43.2
Accrued compensation and benefits	58.5	39.9
Accrued capital expenditures	38.5	55.1
Current operating lease liabilities	25.8	23.7
Other	40.8	35.1
Accounts payable and accrued liabilities	\$ 865.2	\$ 874.4

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Note 9 — Long-Term Debt

Long-term debt consisted of the following:

<i>(Millions of dollars)</i>	December 31,	
	2025	2024
5.625% senior notes due 2027 (net of unamortized discount of \$0.5 at 2025 and \$0.9 at 2024)	\$ 299.5	\$ 299.1
4.75% senior notes due 2029 (net of unamortized discount of \$2.3 at 2025 and \$3.0 at 2024)	497.7	497.0
3.75% senior notes due 2031 (net of unamortized discount of \$3.2 at 2025 and \$3.8 at 2024)	496.8	496.2
Term loan due 2028 (effective interest rate of n/a at 2025 and 6.44% at 2024)	—	385.6
Term loan due 2032 (effective interest rate of 5.61% at 2025) net of unamortized discount of \$1.0 at 2025	599.0	—
Revolving credit facility, due 2030 (weighted-average interest rate of 5.88% at December 31, 2025)	183.0	56.0
Capitalized lease obligations, autos and equipment, due through 2030	7.7	3.2
Capitalized lease obligations, buildings, due through 2059	110.8	116.5
Unamortized debt issuance costs	(11.9)	(5.2)
Total long-term debt	2,182.6	1,848.4
Less current maturities	19.0	15.7
Total long-term debt, net of current	\$ 2,163.6	\$ 1,832.7

Senior Notes

On April 25, 2017, Murphy Oil USA, Inc. ("MOUSA"), our primary operating subsidiary, issued \$300 million of 5.625% Senior Notes due 2027 (the "2027 Senior Notes") under its existing shelf registration statement. The 2027 Senior Notes are fully and unconditionally guaranteed by the Company and by the Company's subsidiaries that guarantee our Credit Facilities (as defined below). The indenture governing the 2027 Senior Notes contains restrictive covenants that limit, among other things, the ability of the Company, MOUSA, and the restricted subsidiaries to incur additional indebtedness or liens, dispose of assets, make certain restricted payments or investments, enter into transactions with affiliates or merge with or into other entities.

On September 13, 2019, MOUSA issued \$500 million of 4.75% Senior Notes due 2029 (the "2029 Senior Notes"). The net proceeds from the issuance of the 2029 Senior Notes were used to fund, in part, the tender offer and redemption of a prior note issuance. The 2029 Senior Notes are fully and unconditionally guaranteed by the Company and by the Company's subsidiaries that guarantee our Credit Facilities. The indenture governing the 2029 Senior Notes contains restrictive covenants that are essentially identical to the covenants for the 2027 Senior Notes.

On January 29, 2021, MOUSA issued \$500 million of 3.75% Senior Notes due 2031 (the "2031 Senior Notes" and, together with the 2027 Senior Notes and the 2029 Senior Notes, the "Senior Notes"). The net proceeds from the issuance of the 2031 Senior Notes were used, in part, to fund the acquisition of QuickChek and other obligations related to that transaction. The 2031 Senior Notes are fully and unconditionally guaranteed by the Company and by the Company's subsidiaries that guarantee our Credit Facilities. The indenture governing the 2031 Senior Notes contains restrictive covenants that are essentially identical to the covenants for the 2027 and 2029 Senior Notes.

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The Senior Notes and related guarantees rank equally with all of our and the guarantors' existing and future senior unsecured indebtedness and effectively junior to our and the guarantors' existing and future secured indebtedness (including indebtedness with respect to the Credit Facilities) to the extent of the value of the assets securing such indebtedness. The Senior Notes are structurally subordinated to all of the existing and future third-party liabilities, including trade payables, of our existing and future subsidiaries that do not guarantee the notes.

Revolving Credit Facility and Term Loan

Our credit agreement consists of both a cash flow revolving credit facility and a senior secured term loan.

Following a refinancing effective as of April 7, 2025, the credit agreement provides for a senior secured term loan in an aggregate principal amount of \$600.0 million (the "Term Facility") (which was borrowed in full on April 7, 2025) and revolving credit commitments in an aggregate amount equal to \$750 million (the "Revolving Facility", and together with the Term Facility, the "Credit Facilities"). The term loan is due April 2032, and we are required to make quarterly principal payments of \$1.5 million, which began on January 1, 2026. The outstanding balance of the term loan was \$600.0 million at December 31, 2025 and at December 31, 2024, prior to the refinancing, the outstanding balance of the term loan was \$386.0 million. As of December 31, 2025, we had \$183.0 million of outstanding borrowings under the Revolving Facility and \$6.2 million of outstanding letters of credit (which reduces the amount available to borrow under the Revolving Facility).

The Term Facility amortizes in quarterly installments, which commenced on January 1, 2026, at a rate of 1.00% per annum. Pursuant to the credit agreement, the applicable margin, (A) in the case of Adjusted SOFR Rate borrowings, (i) with respect to the Revolving Facility, ranges from 1.25% to 2.00% per annum depending on a total debt to EBITDA ratio and (ii) with respect to the Term Facility, is 1.75% per annum and (B) in the case of Alternate Base Rate borrowings (i) with respect to the Revolving Facility, ranges from 0.25% to 1.00% per annum depending on a total debt to EBITDA ratio or (ii) with respect to the Term Facility, is 0.75% per annum.

The credit agreement contains certain covenants that limit, among other things, the ability of the Company and certain of its subsidiaries to incur additional indebtedness or liens, to make certain investments, to enter into sale-leaseback transactions, to make certain restricted payments, to enter into consolidations, mergers or sales of material assets and other fundamental changes, to transact with affiliates, to enter into agreements restricting the ability of subsidiaries to incur liens or pay dividends, or to make certain accounting changes. The Revolving Facility credit agreement also imposes total leverage ratio and secured net leverage ratio financial maintenance covenants which are tested quarterly. Pursuant to the total leverage ratio financial maintenance covenant, the Company must maintain a total leverage ratio of not more than 5.0 to 1.0 with an ability in certain circumstances to temporarily increase that limit to 5.5 to 1.0 and a consolidated cash interest coverage ratio of not less than 2.50 to 1.0. The credit agreement also contains customary events of default.

Pursuant to the credit agreement's covenant limiting certain restricted payments, certain payments in respect of our equity interests, including dividends, when the total leverage ratio, calculated on a pro forma basis, is greater than 3.0 to 1.0, could be limited. At December 31, 2025, our total leverage ratio was 2.11 to 1.0 which meant our ability at that date to make restricted payments was not limited. If our total leverage ratio, on a pro forma basis, exceeds 3.0 to 1.0, any restricted payments made following that time until the ratio is once again, on a pro forma basis, below 3.0 to 1.0 would be limited by the covenant, which contains certain exceptions, including an ability to make restricted payments in cash in an aggregate amount not to exceed the greater of (a) \$400.0 million, or (b) 15.0% of consolidated net tangible assets, estimated at \$424.3 million as of December 31, 2025, over the life of the credit agreement.

All obligations under the credit agreement are guaranteed by Murphy USA and the subsidiary guarantors party thereto, and all obligations under the credit agreement, including the guarantees of those obligations, are secured by certain assets of Murphy USA, Murphy Oil USA, Inc. and the guarantors party to the guarantee and collateral agreement in respect thereof.

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Note 10 — Asset Retirement Obligations

The majority of the ARO recognized by the Company at December 31, 2025 and 2024 is related to the estimated costs to dismantle and abandon certain of its retail gasoline stores. The Company has not recorded an ARO for certain of its marketing assets because sufficient information is presently not available to estimate a range of potential settlement dates for the obligation. These assets are consistently being upgraded and are expected to be operational into the foreseeable future. In these cases, the obligation will be initially recognized in the period in which sufficient information exists to estimate the obligation.

A reconciliation of the beginning and ending aggregate carrying amount of the ARO is shown in the following table:

<i>(Millions of dollars)</i>	December 31,	
	2025	2024
Balance at beginning of period	\$ 49.1	\$ 46.1
Accretion expense	3.4	3.2
Settlement of liabilities	(1.0)	(3.1)
Liabilities incurred	1.0	2.9
Balance at end of period	\$ 52.5	\$ 49.1

The estimation of future ARO is based on a number of assumptions requiring professional judgment. The Company cannot predict the type of revisions to these assumptions that may be required in future periods due to the lack of availability of additional information.

Note 11 — Income Taxes

The components of income (loss) before income taxes for each of the three years ended December 31, 2025 and income tax expense (benefit) attributable thereto are as follows:

<i>(Millions of dollars)</i>	Years Ended December 31,		
	2025	2024	2023
Income (loss) before income taxes	\$ 609.2	\$ 651.6	\$ 734.4
Income tax expense (benefit)			
Federal - Current	\$ 70.1	\$ 115.5	\$ 141.5
Federal - Deferred	48.4	11.8	3.5
State - Current and deferred	20.1	21.8	32.6
Total income tax expense (benefit)	\$ 138.6	\$ 149.1	\$ 177.6

The following table reconciles the Company income tax expense (benefit) based on the U.S. statutory tax rate to the income tax expense (benefit) for the year ended December 31, 2025, after the adoption of ASU 2023-09.

<i>(Millions of dollars)</i>	Amount	Percent
Income tax expense (benefit) based on the U.S. statutory tax rate	\$ 127.9	21.0 %
Domestic federal		
Tax Credits	(8.0)	(1.3)%
Nontaxable and nondeductible items	2.0	0.3 %
Other reconciling items	0.2	— %
Domestic state and local income taxes, net of federal effect	16.5	2.8 %
Total income tax expense (benefit)	\$ 138.6	22.8 %

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In 2025, state and local income taxes in New Jersey, Florida, Alabama, Georgia and Tennessee comprised the majority of the domestic state and local income taxes, net of federal effect category.

The following table reconciles income taxes based on the U.S. statutory tax rate to the Company's income tax expense (benefit) for the years ended December 31, 2024 and 2023, prior to the adoption of ASU 2023-09.

<i>(Millions of dollars)</i>	Years Ended December 31,	
	2024	2023
Income tax expense based on the U.S. statutory tax rate	\$ 136.8	\$ 154.2
State income taxes, net of federal benefit	17.3	25.0
Federal credits	(2.5)	(2.6)
Other, net	(2.5)	1.0
Total	\$ 149.1	\$ 177.6

Cash income taxes paid, net of refunds, for the year ended December, 31, 2025, was as follows:

<i>(Millions of dollars)</i>	Amount
US federal	\$ 86.0
US state and local	15.0
Total	\$ 101.0

Cash income taxes paid, net of refunds, were \$109.5 million and \$128.0 million for the years ended December 31, 2024 and 2023, respectively.

An analysis of the Company's deferred tax assets and deferred tax liabilities at December 31, 2025 and 2024 showing the tax effects of significant temporary differences is as follows:

<i>(Millions of dollars)</i>	December 31,	
	2025	2024
Deferred tax assets		
Property costs and asset retirement obligations	\$ 8.1	\$ 7.3
Employee benefits	12.4	11.7
Operating leases liability	117.7	109.2
Other deferred tax assets	15.0	15.9
Total gross deferred tax assets	153.2	144.1
Deferred tax liabilities		
Accumulated depreciation and amortization	(383.0)	(344.5)
State deferred taxes	(28.6)	(31.2)
Operating leases right-of-use assets	(110.5)	(103.5)
Other deferred tax liabilities	(19.6)	(8.3)
Total gross deferred tax liabilities	(541.7)	(487.5)
Net deferred tax liabilities	\$ (388.5)	\$ (343.4)

In management's judgment, the deferred tax assets in the preceding table will more likely than not be realized as reductions of future taxable income or utilized by available tax planning strategies.

As of December 31, 2025, the earliest year remaining open for federal audits and/or settlement is 2022 and for state audits and/or settlement is 2020. Although the Company believes that recorded liabilities for unsettled issues are adequate, additional gains or losses could occur in future periods from resolution of outstanding unsettled matters.

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The FASB's rules for accounting for income tax uncertainties clarify the criteria for recognizing uncertain income tax benefits and require additional disclosures about uncertain tax positions. Under U.S. GAAP the financial statement recognition of the benefit for a tax position is dependent upon the benefit being more likely than not to be sustainable upon audit by the applicable taxing authority. If this threshold is met, the tax benefit is then measured and recognized at the largest amount that is greater than 50 percent likely of being realized upon ultimate settlement. Liabilities associated with uncertain income tax positions are included in Deferred Credits and Other Liabilities in the Consolidated Balance Sheets.

A reconciliation of the beginning and ending amount of the consolidated liability for unrecognized income tax benefits during the year ended December 31, 2025 and 2024 is shown in the following table:

<i>(Millions of dollars)</i>	Years Ended December 31,	
	2025	2024
Balance at January 1	\$ —	\$ 0.5
Additions for tax positions related to prior years	—	—
Expiration of statutes of limitation	—	(0.5)
Balance at December 31	\$ —	\$ —

All additions or reductions to the above liability affect the Company's effective tax rate in the respective period of change. The Company accounts for any applicable interest and penalties on uncertain tax positions as a component of income tax expense. Income tax expense for the years ended December 31, 2025, 2024 and 2023 included immaterial amounts of interest and penalties, associated with uncertain tax positions. Of these amounts shown in the table, there were no unrecognized tax benefits that, if recognized, would impact our effective tax rate for the years ended December 31, 2025 and 2024, respectively.

Total excess tax benefits for equity compensation recognized in the twelve months ended December 31, 2025, 2024 and 2023 were \$2.9 million, \$5.0 million and \$2.9 million, respectively.

Note 12 — Incentive Plans

Equity Awards

The Murphy USA 2013 Long-Term Incentive Plan (the "MUSA 2013 Plan") authorized the Executive Compensation Committee of our Board of Directors ("the Committee") to grant non-qualified or incentive stock options, stock appreciation rights, stock awards (including restricted stock and restricted stock unit awards), dividend equivalent units, cash awards, and performance awards to our employees. No more than 5.5 million shares of MUSA common stock may be delivered under the MUSA 2013 Plan and no more than 1 million shares of common stock may be awarded to any one employee, subject to adjustment for changes in capitalization. The maximum cash amount payable pursuant to any "performance-based" award to any participant in any calendar year is \$5.0 million.

On May 4, 2023, the 2023 Omnibus Incentive Compensation Plan (the "MUSA 2023 Plan") was approved by the Company's shareholders and became effective for all future grants for both employees and directors. The MUSA 2023 Plan replaced the MUSA 2013 Plan and the 2013 Directors Plan, each of which expired on August 8, 2023. The MUSA 2023 Plan authorizes the Committee to grant to non-employee directors, employees, and consultants of the Company, or any of its subsidiaries, stock options (incentive stock options ("ISOs") and nonqualified stock options ("NQSO")), stock appreciation rights ("SARs"), restricted stock, restricted stock units ("RSUs"), performance awards or other cash-based awards and other stock-based awards. The maximum number of shares available for issuance under the MUSA 2023 Plan shall not exceed in the aggregate 1.725 million shares (subject to certain adjustments). During the period from May 4, 2023 to December 31, 2025, the Company granted a total of 191,075 awards from the MUSA 2023 Plan, which leaves 1,533,925 remaining shares. At present, the Company expects to issue all shares that vest out of our existing treasury shares rather than issuing new common shares.

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Beginning with its initial quarterly dividend in December 2020, the Company has issued dividend equivalent units ("DEUs") on all outstanding, unvested equity awards (except stock options) in an amount commensurate with regular quarterly dividends paid on common stock. The terms of the DEUs mirror the underlying awards and will only vest if the related award vests. DEUs issued are included with grants in each respective table as applicable.

STOCK OPTIONS – The Committee fixes the option price of each option granted at no less than fair market value ("FMV") on the date of the grant and fixes the option term at no more than 7 years from such date. Most of the nonqualified stock options granted by the Committee in 2025 to certain employees were granted in February 2025.

Following are the assumptions used by the Company to value the original awards:

	Years Ended December 31,		
	2025	2024	2023
Fair value per option grant	\$ 154.07	\$ 133.91	\$ 88.53
Assumptions			
Dividend yield	0.4%	0.4%	0.5%
Expected volatility	27.9%	32.9%	33.1%
Risk-free interest rate	4.5%	4.3%	3.8%
Expected life (years)	4.8	4.8	4.9
Stock price at valuation date	\$ 492.22	\$ 391.54	\$ 263.48

Changes in options outstanding for Company employees during the period from December 31, 2024 to December 31, 2025 are presented in the following table:

Options	Number of Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (Millions of Dollars)
Outstanding at December 31, 2024	259,750	\$ 180.68		
Granted	28,900	\$ 492.22		
Exercised	(36,200)	\$ 99.28		
Forfeited	(7,350)	\$ 410.81		
Outstanding at December 31, 2025	<u>245,100</u>	\$ 222.54	3.1	\$ 46.7
Exercisable at December 31, 2025	<u>172,790</u>	\$ 148.96	2.2	\$ 44.0

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Additional information about stock options outstanding at December 31, 2025 is shown below:

Range of Exercise Prices per Option	Options Outstanding		Options Exercisable	
	No. of Options	Avg. Life Remaining in Years	No. of Options	Avg. Life Remaining in Years
\$0.00 to \$99.99	8,600	0.2	8,600	0.2
\$100.00 to \$149.99	98,140	1.6	98,140	1.6
\$150.00 to \$249.99	47,900	3.0	47,900	3.0
\$250.00 to \$349.99	34,550	3.9	17,750	3.7
\$350.00 to \$449.99	29,710	5.1	400	1.2
\$450.00 & Above	26,200	6.1	—	—
	<u>245,100</u>	<u>3.1</u>	<u>172,790</u>	<u>2.2</u>

RESTRICTED STOCK UNITS – The Committee has granted time-based RSUs as part of the compensation plan for its executives and certain other employees since its inception. The awards granted in the current year were under the MUSA 2023 Plan, are valued at the grant date fair value, and vest over three years. The Committee has also granted time-based RSUs to the non-employee directors of the Company as part of their overall compensation package for being a member of the Board of Directors, which vest at the end of one year. For annual equity grants to non-employee directors, the directors may elect to defer receipt of their vested RSUs until their service ends. These RSUs are included in the RSU table below, will vest in one year, and will thereafter become deferred stock units.

Changes in RSUs outstanding during the period from December 31, 2024 to December 31, 2025 are presented in the following table:

RSUs	Number of Units	Weighted-Average Grant Date Fair Value	Total Fair Value (Millions of Dollars)
Outstanding at December 31, 2024	98,214	\$ 285.60	
Granted	29,467	\$ 462.80	
Vested and issued	(38,968)	\$ 212.35	\$ 17.9
Forfeited	(6,798)	\$ 386.91	
Outstanding at December 31, 2025	<u>81,915</u>	<u>\$ 376.60</u>	<u>\$ 33.1</u>

DIRECTOR DEFERRED STOCK UNITS (MUSA 2023 Plan) — Non-employee directors can elect to receive their annual cash retainers in the form of Deferred Stock Units ("DSUs"). The DSUs are recognized at their fair value on the date of the grant. Director fees which are deferred into DSUs are calculated and expensed each quarter by taking fees earned during the quarter and dividing by the closing price of our common stock on the last trading day of the quarter. Each DSU represents the right to receive one share of common stock following the completion of a director's service. During the period ended December 31, 2025, we granted 865 DSUs and recorded director expense of \$0.4 million related to the grants. At December 31, 2025, there were 2,604 Director DSUs vested and outstanding with an average grant date fair value of \$399.79 per unit under the MUSA 2023 Plan.

PERFORMANCE-BASED RESTRICTED STOCK UNITS – The Committee has granted performance-based restricted stock units (performance units or "PSUs") to its executives and certain other employees. In February 2025, the Committee awarded PSUs to certain employees. Half of the PSUs vest based on a three-year return on average capital employed ("ROACE") calculation and the other half vest based on a three-year total shareholder return ("TSR") calculation that compares MUSA to a group of 17 peer companies. The portion of the awards that vest based on TSR qualify as a market condition and must be valued using a Monte Carlo valuation model. For the TSR portion of the awards, the fair value was determined to be \$674.28 per unit. For

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the ROACE portion of the awards, the valuation was based on the grant date fair value of \$492.22 per unit and the number of awards will be periodically assessed to determine the probability of vesting.

Changes in PSUs outstanding for Company employees during the period from December 31, 2024 to December 31, 2025 are presented in the following table:

Employee PSUs	Number of Units	Weighted-Average Grant Date Fair Value	Total Fair Value (Millions of Dollars)
Outstanding at December 31, 2024	77,395	\$ 320.05	
Granted	49,371	\$ 583.25	
Vested and issued	(61,288)	\$ 221.39	\$ 29.7
Forfeited	(5,874)	\$ 466.58	
Outstanding at December 31, 2025	59,604	\$ 438.28	\$ 24.1

2013 Stock Plan for Non-employee Directors

Effective August 8, 2013, Murphy USA adopted the 2013 Murphy USA Stock Plan for Non-employee Directors (the "2013 Directors Plan"). The directors for Murphy USA are compensated with a mixture of cash payments and equity-based awards.

RESTRICTED STOCK UNITS (2013 Directors Plan) – The Committee has also granted time based RSUs to the non-employee directors of the Company as part of their overall compensation package for being a member of the Board of Directors. Awards prior to 2023 vest at the end of three years and those granted in 2023 vested at the end of one year.

Changes in Director RSUs outstanding for Company non-employee directors during the period from December 31, 2024 to December 31, 2025 are presented in the following table:

2013 Plan — Director RSUs	Number of Units	Weighted-Average Grant Date Fair Value	Total Fair Value (Millions of Dollars)
Outstanding at December 31, 2024	9,436	\$ 196.38	
Granted	12	\$ 406.93	
Vested and issued	(7,174)	\$ 175.84	\$ 3.5
Outstanding at December 31, 2025	2,274	\$ 261.51	\$ 0.9

DEFERRED STOCK UNITS (2013 Directors Plan) — Effective January 1, 2023, non-employee directors could elect to receive their annual cash retainers in the form of DSUs. Each DSU represents the right to receive one share of common stock following the completion of a director's service. At December 31, 2025 there were 426 Director DSUs outstanding with an average grant date fair value of \$259.87 per unit under the 2013 Directors Plan.

Amounts recognized in the financial statements by the Company with respect to all share-based compensation plans are shown in the following table:

(Millions of dollars)	Years Ended December 31,		
	2025	2024	2023
Compensation charged against income before income tax benefit	\$ 28.6	\$ 22.9	\$ 21.8
Related income tax benefit recognized in income	\$ 6.0	\$ 4.8	\$ 4.6

As of December 31, 2025, there was \$18.3 million in compensation costs to be expensed over approximately the next 2.2 years related to unvested share-based compensation arrangements granted by the

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Company. Employees who have stock options are required to net settle their options in shares, after applicable statutory withholding taxes are considered, upon each stock option exercise. Therefore, no cash is received upon exercise. Total income tax benefits realized from tax deductions related to stock option exercises under share-based payment arrangements were \$0.4 million, \$1.1 million and \$0.8 million for the years ended December 31, 2025, 2024 and 2023, respectively.

Note 13 — Employee and Retiree Benefit Plans

THRIFT PLAN – Employees of the Company may participate in defined contribution savings plans by contributing up to a specified percentage of their base pay. The Company matches contributions for Murphy USA eligible employees at 100% of each employee's contribution, up to a maximum of 6%. In addition, the Company makes annual retirement contributions on an annual basis for Murphy USA employees. Eligible employees receive a stated percentage of their base and eligible incentive pay of which can range from 3% to 9% based on participant's age, years of service, date of hire, subsidiary organization, or role. Beginning in 2023, the QuickChek Corporation 401(k) Retirement and Savings Plan and the Murphy Profit Sharing Plan were merged into the Murphy USA Savings Plan. The Company's combined expenses related to these plans were \$21.1 million in 2025, \$25.9 million in 2024 and \$23.8 million in 2023.

SUPPLEMENTAL EXECUTIVE RETIREMENT – The Company provides a Supplemental Executive Retirement Plan ('SERP'), a nonqualified deferred compensation plan for Murphy USA employees, to eligible executives and certain members of management. The SERP plan is intended to restore qualified defined contribution plan benefits restricted under the Internal Revenue Code of 1986 to certain highly compensated individuals. The liability balances, net of associated assets, were \$8.4 million and \$11.4 million, at December 31, 2025 and 2024, respectively.

Note 14 — Financial Instruments and Risk Management

DERIVATIVE INSTRUMENTS — The Company makes limited use of derivative instruments to manage certain risks related to commodity prices and interest rates. The use of derivative instruments for risk management is covered by operating policies and is closely monitored by the Company's senior management. The Company does not hold any derivatives for speculative purposes, and it does not use derivatives with leveraged or complex features. Derivative instruments are traded primarily with creditworthy major financial institutions or over national exchanges such as the New York Mercantile Exchange ("NYMEX"). For accounting purposes, the Company has not designated commodity derivative contracts as hedges, and therefore, it recognizes all gains and losses on these derivative contracts in its Consolidated Statement of Income. Certain interest rate derivative contracts were accounted for as hedges and gain or loss associated with recording the fair value of these contracts was deferred in AOCI until the anticipated transactions occurred. As of December 31, 2025, all current commodity derivative activity is immaterial.

There were nominal cash deposits at December 31, 2025 and \$0.2 million at December 31, 2024 related to commodity derivative contracts reported in Prepaid expenses and other current assets in the Consolidated Balance Sheets. These cash deposits have not been used to increase the reported net assets or reduce the reported net liabilities on the derivative contracts at December 31, 2025 and 2024.

Note 15 – Earnings Per Share

Basic earnings per common share is computed by dividing net income available to common stockholders by the weighted-average of common shares outstanding during the period. Diluted earnings per common share adjusts basic earnings per common share for the effects of stock options and restricted stock in the periods where such items are dilutive.

On December 1, 2021, the Board of Directors approved a share repurchase authorization of up to \$1 billion to begin upon completion of the \$500 million authorization made in October 2020. The 2021 authorization was completed in October 2023. On May 2, 2023, the Board of Directors approved another share repurchase authorization of up to \$1.5 billion, excluding excise taxes, to be executed by December 31, 2028. On October 29, 2025, the Company announced that the Board of Directors approved a new share repurchase authorization

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of up to \$2.0 billion, excluding excise taxes, to be executed by December 31, 2030. This authorization will commence at the conclusion of the existing 2023 authorization.

During the year 2025, the total number of share repurchases were 1,536,701 common shares for approximately \$652.0 million, at an average price of \$424.28 per share, including brokerage fees and accrued excise taxes, under the 2023 \$1.5 billion authorization, leaving approximately \$291.9 million remaining available, as of December 31, 2025.

During the years 2024 and 2023, the total number of share repurchases were 938,528 common shares for \$446.6 million, at an average price of \$475.86 per share and 1,026,300 common shares for \$336.2 million, at an average price of \$327.55 per share, respectively.

The following table provides a reconciliation of basic and diluted earnings per share computations for the years ended December 31, 2025, 2024 and 2023.

<i>(Millions of dollars, except share and per share amounts)</i>	Years ended December 31,		
	2025	2024	2023
Earnings per common share:			
Net income per share - basic			
Net income attributable to common stockholders	\$ 470.6	\$ 502.5	\$ 556.8
Weighted-average common shares outstanding (in thousands)	19,303	20,533	21,493
Earnings per common share	\$ 24.38	\$ 24.47	\$ 25.91
Earnings per common share - assuming dilution:			
Net income per share - diluted			
Net income attributable to common stockholders	\$ 470.6	\$ 502.5	\$ 556.8
Weighted-average common shares outstanding (in thousands)	19,303	20,533	21,493
Common equivalent shares:			
Share-based awards	223	309	350
Weighted-average common shares outstanding - assuming dilution (in thousands)	19,526	20,842	21,843
Earnings per common share assuming dilution	\$ 24.10	\$ 24.11	\$ 25.49

We have excluded from the earnings-per-share calculation certain stock options and shares that are considered to be anti-dilutive under the treasury stock method and are reported in the table below.

Potentially dilutive shares excluded from the calculation as their inclusion would be anti-dilutive	Years ended December 31,		
	2025	2024	2023
Stock Options	56,391	28,929	34,133
RSUs	7,429	13	44
PSUs	—	452	—
Total anti-dilutive shares	63,820	29,394	34,177

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Note 16 — Other Financial Information

CASH FLOW DISCLOSURES — Interest paid, net of amounts capitalized, was \$105.1 million, \$93.1 million and \$92.3 million for the years ended December 31, 2025, 2024 and 2023, respectively.

CHANGES IN WORKING CAPITAL:

<i>(Millions of dollars)</i>	Years ended December 31,		
	2025	2024	2023
Accounts receivable	\$ (8.1)	\$ 65.4	\$ (56.3)
Inventories	(11.4)	(60.2)	(22.1)
Prepaid expenses and other current assets	3.6	(3.1)	25.2
Accounts payable and accrued liabilities	(4.3)	(3.9)	(12.0)
Income taxes payable	(12.9)	34.6	23.1
Net (increase) decrease in noncash operating working capital	<u>\$ (33.1)</u>	<u>\$ 32.8</u>	<u>\$ (42.1)</u>

Note 17 — Assets and Liabilities Measured at Fair Value

The Company carries certain assets and liabilities at fair value in its Consolidated Balance Sheets. The fair value hierarchy is based on the quality of inputs used to measure fair value, with Level 1 being the highest quality and Level 3 being the lowest quality. Level 1 inputs are quoted prices in active markets for identical assets or liabilities. Level 2 inputs are observable inputs other than quoted prices included within Level 1. Level 3 inputs are unobservable inputs which reflect assumptions about pricing by market participants.

The Company's available-for-sale marketable securities consist of high quality, investment grade securities from diverse issuers. We value these securities at the closing price in the principal active markets as of the last business day of the reporting period. The fair values of the Company's marketable securities by asset class are described in Note 5 "Marketable Securities" in these consolidated financial statements for the period ended December 31, 2025. We value the deferred compensation plan assets, which consist of money market and mutual funds, based on quoted prices in active markets at the measurement date. For additional information on deferred compensation plans see also Note 13 "Employee and Retirement Benefit Plans" in these consolidated financial statements for the period ended December 31, 2025.

At the balance sheet date, the fair value of commodity derivatives contracts was determined using NYMEX quoted values. The carrying value of the Company's Cash and cash equivalents, Accounts receivable-trade and Trade accounts payable and accrued liabilities approximates fair value. See also Note 14 "Financial Instruments and Risk Management" in these consolidated financial statements for the period ended December 31, 2025, for more information.

Financial assets and liabilities measured at fair value on a recurring basis

The following table presents the Company's financial assets and liabilities measured at fair value on a recurring basis, as of December 31, 2025 and 2024:

<i>(Millions of dollars)</i>	December 31, 2025			
	Level 1	Level 2	Level 3	Fair Value
Financial assets				
Prepaid expenses and other current assets				
Fuel derivative	\$ —	\$ —	\$ —	\$ —
Other assets				
Deferred compensation plan assets	18.6	—	—	18.6

Murphy USA Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

<i>(Millions of dollars)</i>	December 31, 2025			
	Level 1	Level 2	Level 3	Fair Value
Financial liabilities				
Deferred credits and other liabilities				
Deferred compensation plan liabilities	(26.7)	—	—	(26.7)
	\$ (8.1)	\$ —	\$ —	\$ (8.1)

<i>(Millions of dollars)</i>	December 31, 2024			
	Level 1	Level 2	Level 3	Fair Value
Financial assets				
Prepaid expenses and other current assets				
Fuel derivative	—	—	0.2	0.2
Other assets				
Deferred compensation plan assets	14.9	—	—	14.9
Financial liabilities				
Deferred credits and other liabilities				
Deferred compensation plan liabilities	(26.3)	—	—	(26.3)
	\$ (11.4)	\$ —	\$ 0.2	\$ (11.2)

Fair value of financial instruments not recognized at fair value

The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. The table below excludes Cash and cash equivalents, Accounts receivable-trade, and Trade accounts payable and accrued liabilities, all of which had fair values approximating carrying amounts. The fair value of Current and Long-Term debt was estimated based on rates offered to the Company at that time for debt of the same maturities. The Company has off-balance sheet exposures relating to certain financial guarantees and letters of credit. The fair value of these, which represents fees associated with obtaining the instruments, was nominal.

The following table presents the carrying amounts and estimated fair values of financial instruments held by the Company at December 31, 2025 and 2024.

<i>(Millions of dollars)</i>	December 31, 2025		December 31, 2024	
	Carrying Amount	Level 2 Fair Value	Carrying Amount	Level 2 Fair Value
Financial liabilities				
Current and long-term debt, excluding finance leases	\$ (2,064.1)	\$ (2,081.2)	\$ (1,728.7)	\$ (1,717.5)

Note 18 – Commitments

Rental expense for non-cancellable operating leases, including contingent payments when applicable, was \$73.7 million in 2025, \$66.2 million in 2024 and \$60.7 million in 2023.

Commitments for capital expenditures were approximately \$356.8 million at December 31, 2025, including \$308.3 million approved for potential construction of future stores (including land) at year-end, along with \$37.8 million for improvements of existing stores and the remaining \$10.8 million for other corporate

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investments and other strategic initiatives, to be financed with our operating cash flow and/or incurrence of indebtedness.

The Company has certain take-or-pay contracts primarily to supply terminals with a non-cancellable remaining term of 4.8 years. At December 31, 2025, our minimum annual payments under our take-or-pay contracts are estimated to be \$9.0 million in 2026 and \$7.0 million in 2027, \$5.2 million in 2028, \$5.1 million in 2029, and \$3.8 million in 2030.

Note 19 — Contingencies

The Company's operations and earnings have been and may be affected by various forms of governmental action. Examples of such governmental action include, but are by no means limited to: tax increases and retroactive tax claims; import and export controls; price controls; allocation of supplies of crude oil and petroleum products and other goods; laws and regulations intended for the promotion of safety and the protection and/or remediation of the environment; governmental support for other forms of energy; and laws and regulations affecting the Company's relationships with employees, suppliers, customers, stockholders and others. Because governmental actions are often motivated by political considerations, may be taken without full consideration of their consequences, and may be taken in response to actions of other governments, it is not practical to attempt to predict the likelihood of such actions, the form the actions may take or the effect such actions may have on the Company.

ENVIRONMENTAL MATTERS AND LEGAL MATTERS — Murphy USA is subject to numerous federal, state and local laws, regulations and permit requirements dealing with the environment. Violation of such environmental laws, regulations and permits can result in the imposition of significant civil and criminal penalties, injunctions, and other sanctions. A discharge of hazardous substances into the environment could, to the extent such event is not adequately insured, subject the Company to substantial expense, including the cost to comply with applicable laws and regulations, claims by neighboring landowners, governmental authorities and other third parties for any personal injury, property damage and other losses that might result.

The Company currently owns or leases, and has in the past owned or leased, properties at which hazardous substances have been or are being handled. In connection with these activities, hazardous substances may have been disposed of or released on or under the properties owned or leased by the Company or on or under other locations where they have been taken for disposal. In addition, many of these properties have been operated by third parties whose management of hazardous substances was not under the Company's control. Under existing laws, the Company could be required to remediate contaminated property (including contaminated groundwater) or to perform remedial actions to prevent future contamination. Certain of these contaminated properties are in various stages of negotiation, investigation, and/or cleanup, and the Company is investigating the extent of any related liability and the availability of applicable defenses. With the sale of the U.S. refineries in 2011, Murphy Oil retained certain liabilities related to environmental matters. Murphy Oil also obtained insurance covering certain levels of environmental exposures. With respect to the previously owned refinery properties, Murphy Oil retained those liabilities in the Separation and Distribution agreement that was entered into related to the separation on August 30, 2013. With respect to any remaining potential liabilities, based on information currently available to the Company, the Company believes costs related to these properties will not have a material adverse effect on Murphy USA's net income, financial position or liquidity in a future period.

While it is possible that certain environmental expenditures could be recovered by the Company from other sources, primarily environmental funds maintained by certain states, no assurance can be given that future recoveries from these other sources will occur. As such, the Company has not recorded a benefit for likely recoveries at December 31, 2025, however certain jurisdictions provide reimbursement for these expenses which have been considered in recording the net exposure. The U.S. currently considers the Company a PRP at one Superfund site. As to the site, the potential total cost to all parties to perform necessary remedial work at this site may be substantial. However, based on current negotiations and available information, the Company believes that it is a de minimis party as to ultimate responsibility at the Superfund site. Accordingly, the Company has not recorded a liability for remedial costs at the Superfund site at December 31, 2025. The Company could be required to bear a pro rata share of costs attributable to nonparticipating PRPs or could be

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assigned additional responsibility for remediation at this site or other Superfund sites. Based on information currently available to the Company, the Company believes that its share of the ultimate costs to clean-up this site will be immaterial and will not have a material adverse effect on its net income, financial position or liquidity in a future period.

Based on information currently available to the Company, the amount of future remediation costs to be incurred to address known contamination sites is not expected to have a material adverse effect on the Company's future net income, cash flows or liquidity. However, there is the possibility that additional environmental expenditures could be required to address contamination, including as a result of discovering additional contamination or the imposition of new or revised requirements applicable to known contamination, and such additional expenditures could be material.

Murphy USA is engaged in a number of other legal proceedings, all of which the Company considers routine and incidental to its business. Currently, the state of Delaware has filed a lawsuit against energy companies, including the Company. This lawsuit alleges damages as a result of climate change and the plaintiff is seeking unspecified damages and abatement under various tort theories. At this stage, the ultimate outcome of this matter remains uncertain, and neither the likelihood of an unfavorable outcome nor the ultimate liability, if any, can be determined. Based on information currently available to the Company, the ultimate resolution of this legal matter is not expected to have a material adverse effect on the Company's net income, financial condition, or liquidity in a future period.

INSURANCE — The Company maintains insurance coverage at levels that are customary and consistent with industry standards for companies of similar size. Murphy USA maintains statutory workers compensation insurance with a deductible of \$1.0 million per occurrence, general liability insurance with a deductible of \$3.0 million per occurrence, and auto liability insurance with a deductible of \$0.3 million per occurrence. As of December 31, 2025, there were a number of outstanding claims that are of a routine nature. The estimated incurred but unpaid liabilities relating to these claims are included in Trade account payables and accrued liabilities on the Consolidated Balance Sheets. While the ultimate outcome of these claims cannot presently be determined, management believes that the accrued liability of \$60.7 million will be sufficient to cover the related liability and that the ultimate disposition of these claims will have no material effect on the Company's financial position and results of operations.

The Company has obtained insurance coverage as appropriate for the business it is engaged in, but may incur losses that are not covered by insurance or reserves, in whole or in part, and such losses could adversely affect our results of operations and financial position.

TAX MATTERS — Murphy USA is subject to extensive tax liabilities imposed by multiple jurisdictions, including income taxes, indirect taxes (excise/duty, sales/use and gross receipts taxes), payroll taxes, franchise taxes, withholding taxes and ad valorem taxes. New tax laws and regulations and changes in existing tax laws and regulations are continuously being enacted or proposed that could result in increased expenditures for tax liabilities in the future. Many of these liabilities are subject to periodic audits by the respective taxing authority. Subsequent changes to our tax liabilities because of these audits may subject us to interest and penalties.

OTHER MATTERS — In the normal course of its business, the Company is required under certain contracts with various governmental authorities and others to provide financial guarantees or letters of credit that may be drawn upon if the Company fails to perform under those contracts. At December 31, 2025, the Company had contingent liabilities of \$7.9 million on outstanding letters of credit. The Company has not accrued a liability in its balance sheet related to these financial guarantees and letters of credit because it is believed that the likelihood of having these drawn is remote.

Note 20 — Lease Accounting

The Company determines if an arrangement is a lease or contains a lease at inception. Operating lease right-of-use assets and liabilities are recognized at commencement date based on the present value of lease payments over the lease term. Leases with an initial term of 12 months or less are not recorded on the balance sheet; we recognize lease expense for these leases on a straight-line basis over the lease term. The

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Company's leases have remaining lease terms of approximately 1 years or less to 34 years, which may include the option to extend the lease when it is reasonably certain the Company will exercise the option. Most leases include one or more options to renew, with renewal terms that can extend the lease term from 5 to 20 years or more. The exercise of lease renewal options is at the Company's sole discretion. Due to the uncertainties of future markets, economic factors, technology changes, demographic shifts and behavior, environmental regulatory requirements and other information that impacts decisions as to store location, management has determined that it was not reasonably certain to exercise contract options and they are not included in the lease term. Additionally, short-term leases and leases with variable lease costs are immaterial. The Company reviews all options to extend, terminate, or otherwise modify its lease agreements to determine if changes are required to the right-of-use assets and liabilities.

As the implicit interest rate is not readily determinable in most of the Company's lease agreements, the Company uses its estimated secured incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments.

Lessor — We have various arrangements for certain spaces for food service and vending equipment under which we are the lessor. These leases meet the criteria for operating lease classification. Lease income associated with these leases is immaterial. We also have certain areas where we sublease building and land space to others. This lease income is immaterial.

Lessee — We lease land for 481 stores, one terminal, and various equipment. Our lease agreements do not contain any material residual value guarantees and approximately 103 sites leased from Walmart contain restrictive covenants, though the restrictions are deemed to have an immaterial impact.

Leases are reflected in the following balance sheet accounts:

<i>(Millions of dollars)</i>	Classification	December 31, 2025	December 31, 2024
Assets			
Operating (Right-of-use)	Operating lease right-of-use assets, net	\$ 526.3	\$ 492.9
Finance	Property, plant, and equipment, at cost, less accumulated depreciation of \$69.0 in 2025 and \$56.3 in 2024	100.2	103.9
Total leased assets		<u>\$ 626.5</u>	<u>\$ 596.8</u>
Liabilities			
Current			
Operating	Trade accounts payable and accrued liabilities	\$ 25.8	\$ 23.7
Finance	Current maturities of long-term debt	13.0	11.7
Noncurrent			
Operating	Non-current operating lease liabilities	534.6	496.3
Finance	Long-term debt, including capitalized lease obligations	105.5	108.0
Total lease liabilities		<u>\$ 678.9</u>	<u>\$ 639.7</u>

Murphy USA Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Lease Cost: (Millions of dollars)	Classification	Years Ended December 31,		
		2025	2024	2023
Operating lease cost	Store and other operating expenses	\$ 66.7	\$ 59.6	\$ 55.1
Finance lease cost				
Amortization of leased assets	Depreciation & amortization expense	14.6	14.6	15.0
Interest on lease liabilities	Interest expense	8.0	8.3	8.9
Net lease costs		<u>\$ 89.3</u>	<u>\$ 82.5</u>	<u>\$ 79.0</u>

Cash Flow Information: (Millions of dollars)	Years Ended December 31,		
	2025	2024	2023
Cash paid for amounts included in the measurement of liabilities			
Operating cash flows required by operating leases	\$ 61.0	\$ 53.8	\$ 50.6
Operating cash flows required by finance leases	\$ 8.0	\$ 8.3	\$ 8.9
Financing cash flows required by finance leases	\$ 12.4	\$ 11.7	\$ 11.4

Maturity of Lease Liabilities: (Millions of dollars)	Operating leases		Finance leases	
	2025	2024	2025	2024
2026	\$ 66.6	\$ 66.6	\$ 20.6	\$ 20.6
2027	66.6	66.6	19.5	19.5
2028	65.6	65.6	18.5	18.5
2029	64.0	64.0	16.4	16.4
2030	62.4	62.4	14.1	14.1
After 2030	661.0	661.0	84.4	84.4
Total lease payments	986.2	986.2	173.5	173.5
Less: interest	425.8	425.8	55.0	55.0
Present value of lease liabilities	<u>\$ 560.4</u>	<u>\$ 560.4</u>	<u>\$ 118.5</u>	<u>\$ 118.5</u>

Lease Term and Discount Rate:	Year Ended December 31,	
	2025	
Weighted-average remaining lease term (years)		
Finance leases	10.8	10.8
Operating leases	14.6	14.6
Weighted-average discount rate		
Finance leases	6.9 %	6.9 %
Operating leases	7.3 %	7.3 %

Note 21 — Recent Accounting and Reporting Rules

In November 2024, the FASB issued ASU 2024-03, "Disaggregation of Income Statement Expenses." This ASU addresses investor requests for more granular information about an entity's expenses, allowing investors to better understand performance, prospects for future cash flows, and comparability over time and with other entities. The primary goal is to improve the decision-usefulness of expense information on public companies'

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income statements through disaggregation of relevant expense captions in the notes to the financial statements. The amendments in this update are effective for the Company for annual periods beginning after December 15, 2026, and interim periods in the year beginning after December 15, 2027. Early adoption is permitted. The amendments should be applied either prospectively or retrospectively. The Company is currently assessing the impact of the standard on the consolidated financial statements.

In July 2025, the FASB issued ASU 2025-05, "Financial Instruments—Measurement of Credit Losses for Accounts Receivable and Contract Assets." This ASU addresses challenges encountered when applying the guidance in Topic 326, Financial Instruments—Credit Losses, to current accounts receivable and current contract assets arising from transactions accounted for under Topic 606, Revenue from Contracts with Customers. The amendments in this update introduce a practical expedient for all entities, and an accounting policy election for entities other than public business entities. The amendments will be effective for annual reporting periods beginning after December 15, 2025, and interim reporting periods within those annual reporting periods. Early adoption is permitted. The Company does not expect for this to have a material impact on the consolidated financial statements.

In November 2025, the FASB issued ASU 2025-09, "Derivatives and Hedging (Topic 815)—Hedge Accounting Improvements." This ASU is intended to more closely align financial reporting with the economics of some of an entity's risk management activities. The changes are in response to stakeholder feedback from implementing ASU 2017-12 and the effects of LIBOR cessation. The main amendments relate to cash flow hedging, but some of the amendments affect certain fair value and net investment hedges. The amendments will be effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within those annual reporting periods. Early adoption is permitted, and the amendments are to be applied prospectively. The Company is currently assessing the impact of the standard on the consolidated financial statements.

In December 2025, the FASB issued ASU 2025-11, "Interim Reporting (Topic 270)—Narrow-Scope Improvements". This ASU clarifies the interim reporting requirements by improving navigability of Topic 270 and more clearly specifying what disclosures are required in an interim reporting period. It is not intended to significantly change interim reporting or expand or reduce interim disclosure requirements. The amendments will be effective for interim reporting periods beginning after December 15, 2027. Early adoption is permitted, and the amendments may be applied either prospectively or retrospectively. The Company is currently evaluating the impact of the standard on the consolidated financial statements and does not expect the adoption to have a material impact.

Note 22 — Business Segments

We identify reportable segments based on how we manage the company's operations. Our operations include the sale of retail motor fuel products and convenience merchandise along with the wholesale and bulk sale capabilities of our product supply and wholesale group. As the primary purpose of the product supply and wholesale group is to support our retail operations and provide fuel for their daily operation, the bulk and wholesale fuel sales are secondary to the support functions played by these groups. As such, they are all treated as one segment for reporting purposes as they sell the same products and have similar economic characteristics. This Marketing segment contains essentially all of the revenue generating activities of the Company. Results not included in the reportable segment are included in Corporate and Other Assets. The reportable segment was determined based on information reviewed by the Chief Operating Decision Maker (CODM), who is the Chief Executive Officer.

The CODM evaluates performance and allocates resources for its reportable segment using segment income (loss). This metric is used to evaluate the overall financial performance of the Marketing segment, make operational and strategic decisions, prepare our annual plan, and allocate resources.

The accounting policies for the Marketing segment are consistent with those described in the summary of significant accounting policies. No eliminations are required for the presentation below because virtually all corporate and other costs are allocated to the Marketing segment.

Murphy USA Inc.
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Marketing Segment Information

(Millions of dollars)

	Years ended December 31,		
	2025	2024	2023
Revenues from external customers	\$ 19,383.5	\$ 20,243.7	\$ 21,528.9

Reconciliation of revenue

Other revenues ¹	0.5	0.6	0.5
Total consolidated revenue	<u>\$ 19,384.0</u>	<u>\$ 20,244.3</u>	<u>\$ 21,529.4</u>

Less:²

Cost of goods sold	17,024.6	17,937.5	19,215.6
Store and other operating expenses	1,108.3	1,064.4	1,014.6
Selling, general and administrative	231.5	235.4	240.5
Depreciation and amortization	250.8	229.8	211.9
Other segment items ³	11.2	16.0	3.5
Interest expense	8.0	8.4	8.9
Segment income before income taxes	<u>\$ 749.1</u>	<u>\$ 752.2</u>	<u>\$ 833.9</u>

Reconciliation of income before income taxes

Income before income taxes	\$ 609.2	\$ 651.6	\$ 734.4
Other (revenues) ¹	(0.5)	(0.6)	(0.5)
Other operating expenses	0.2	0.2	0.2
Depreciation and amortization	26.0	18.2	16.8
Restructuring expenses	12.6	—	—
(Gain) loss on sale of assets	0.3	(0.1)	0.1
Investment (income) loss	(0.2)	(6.4)	(6.9)
Interest expense	102.9	88.7	89.6
Other nonoperating (income) expense	(1.4)	0.6	0.2
Segment income before income taxes	<u>\$ 749.1</u>	<u>\$ 752.2</u>	<u>\$ 833.9</u>

¹Revenues from corporate and other assets not included in the reportable segment results.

²The significant expense categories and amounts align with the segment-level information that is regularly provided to the CODM. Intersegment expenses are included within the amounts shown.

³Other segment items includes: accretion of asset retirement obligations, impairment of properties, (gain) loss on sale of assets and other nonoperating (income) expense

Murphy USA Inc.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Other specified segment disclosures

(Millions of dollars)

Year ended December 31, 2025	Marketing Totals	Reconciling Items ⁴	Consolidated Totals
Accretion of asset retirement obligations	\$ 3.4	\$ —	\$ 3.4
Deferred and noncurrent income taxes (benefits)	\$ 58.4	\$ (13.3)	\$ 45.1
Additions to property, plant and equipment	\$ 414.6	\$ 17.8	\$ 432.4
Total assets at year-end	\$ 4,534.6	\$ 191.2	\$ 4,725.8

(Millions of dollars)

Year ended December 31, 2024	Marketing Totals	Reconciling Items ⁴	Consolidated Totals
Accretion of asset retirement obligations	\$ 3.2	\$ —	\$ 3.2
Deferred and noncurrent income taxes (benefits)	\$ 17.6	\$ (3.6)	\$ 14.0
Additions to property, plant and equipment	\$ 464.1	\$ 38.9	\$ 503.0
Total assets at year-end	\$ 4,326.8	\$ 214.8	\$ 4,541.6

(Millions of dollars)

Year ended December 31, 2023	Marketing Totals	Reconciling Items ⁴	Consolidated Totals
Accretion of asset retirement obligations	\$ 3.0	\$ —	\$ 3.0
Deferred and noncurrent income taxes (benefits)	\$ (4.5)	\$ 6.5	\$ 2.0
Additions to property, plant and equipment	\$ 289.5	\$ 54.6	\$ 344.1
Total assets at year-end	\$ 4,061.7	\$ 278.4	\$ 4,340.1

⁴Corporate and other assets not included in the reportable segment results.

Note 23 — Restructuring Expenses

The Company recognizes restructuring expense when related costs constitute a present obligation that is both probable and reasonably estimable. During the third quarter of 2025, the Company incurred restructuring charges as part of its ongoing efforts to strengthen operational effectiveness, improve organizational efficiency and position the company for long-term success. These expenses, included in "Restructuring expense" in the Consolidated Statements of Income, consisted primarily of severance and other employee costs, including severance pay and other termination benefits, as well as other ancillary costs. These restructuring charges were recorded as Corporate costs and therefore excluded from the financial results of the reportable segment.

A summary of the restructuring charges is as follows:

(Millions of dollars)	Years Ended December 31,		
	2025	2024	2023
Severance pay, related benefits and other costs	\$ 12.6	\$ —	\$ —
Total restructuring expense	\$ 12.6	\$ —	\$ —

A reconciliation of the changes in the restructuring liability, as of December 31, 2025, is as follows:

(Millions of dollars)	\$
Balance as of December 31, 2024	—
Charges incurred during the period	12.6
Cash payments	(7.0)
Changes in estimates and other adjustments	—
Balance as of December 31, 2025	\$ 5.6

SCHEDULE II – VALUATION AND QUALIFYING ACCOUNTS
Murphy USA Inc.
Valuation Accounts and Reserves

<i>(Millions of dollars)</i>	Balance at January 1,	Charged (Credited) to Expense	Deductions	Balance at December 31,
2025				
Deducted from assets accounts				
Allowance for doubtful accounts	\$ 0.3	0.1	(0.1)	\$ 0.3
2024				
Deducted from assets accounts				
Allowance for doubtful accounts	\$ 1.3	(1.0)	—	\$ 0.3
2023				
Deducted from assets accounts				
Allowance for doubtful accounts	\$ 0.3	1.0	—	\$ 1.3

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934**Description of Capital Stock**

The following description is a summary description of the capital stock of Murphy USA, Inc. ("Murphy USA," "MUSA," "we", "us," "our," or the "Company") and does not purport to be complete. The summary set forth below is subject to and qualified in its entirety by reference to our amended and restated certificate of incorporation (our "certificate of incorporation") and our amended and restated bylaws (our "bylaws"), each of which are filed as exhibits to our Annual Report on Form 10-K.

General

Our authorized capital stock consists of 200,000,000 shares of common stock, par value \$0.01 per share, and 20,000,000 shares of preferred stock, par value \$0.01 per share. All outstanding shares of common stock are fully paid and non-assessable.

Common Stock

Voting rights. The holders of common stock are entitled to one vote per share on all matters to be voted upon by the stockholders (other than matters relating solely to the terms of any preferred stock or directors elected solely by the holders thereof). Our certificate of incorporation and bylaws do not provide for cumulative voting rights in the election of directors.

Dividend rights. Subject to preferences that may be applicable to any outstanding preferred stock, the holders of common stock are entitled to receive ratably such dividends, if any, as may be declared from time to time by the board of directors out of funds legally available therefor.

Rights upon liquidation. In the event of liquidation, dissolution or winding up of Murphy USA, the holders of common stock are entitled to share ratably in all assets remaining after payment of liabilities, subject to prior distribution rights of preferred stock, if any, then outstanding.

Other rights. The holders of our common stock have no preemptive or conversion rights or other subscription rights. There are no redemption or sinking fund provisions applicable to the common stock.

Preferred Stock

Our board of directors has the authority to issue, without further vote or action by the stockholders, the preferred stock in one or more series and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, including dividend rights, dividend rates, conversion rights, voting rights, terms of redemption, redemption prices, liquidation preferences and the number of shares constituting any series or the designation of such series.

The issuance of preferred stock could adversely affect the voting power of the holders of the common stock and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of Murphy USA without further action by the stockholders and may adversely affect the voting and other rights of the holders of common stock. At present, Murphy USA has no plans to issue any of the preferred stock.

Election and Removal of Directors

The number of directors may be fixed exclusively by one or more resolutions adopted from time to time solely by the affirmative vote of a majority of the “whole board” (defined as the total number of authorized directorships at any given time, whether or not there exist any vacancies in previously authorized directorships).

In uncontested elections of directors, each director nominee will be elected only if the number of votes cast for such nominee exceeds the number of votes cast against such nominee. Directors who fail to receive a majority of votes cast in their favor must tender their resignation, which the board of directors can determine whether to accept or reject. In contested elections—the election of a director nominee that was properly nominated by a stockholder pursuant to the provisions of our bylaws—directors are elected by a plurality of votes cast.

No director is removable by the stockholders except for cause, and directors may be removed for cause only by an affirmative vote of a majority of the total voting power of our outstanding securities generally entitled to vote in the election of directors. Any vacancy occurring on the board of directors and any newly created directorship may be filled only by a majority of the remaining directors in office (although less than a quorum) or by the sole remaining director.

Staggered Board

Our board of directors is divided into three classes serving staggered three-year terms. At each annual meeting of stockholders, directors are elected for three-year terms to succeed the class of directors whose terms have expired. This classification of our board of directors could have the effect of increasing the length of time necessary to change the composition of a majority of the board of directors. In general, at least two annual meetings of stockholders will be necessary for stockholders to effect a change in a majority of the members of the board of directors.

Limits on Written Consent

Any action required or permitted to be taken by the stockholders must be effected at a duly called annual or special meeting of stockholders and may not be effected by any consent in writing in lieu of a meeting of such stockholders.

Stockholder Meetings

Our certificate of incorporation and our bylaws provide that special meetings of our common stockholders may be called only by our board of directors acting pursuant to a resolution adopted by a majority of the whole board. Our bylaws provide that business transacted at any special meeting will be limited to the purposes stated in the notice of such meeting.

Amendments to Our Governing Documents

Our certificate of incorporation provides that the affirmative vote of not less than a majority of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class will generally be required to amend the provisions of our certificate of incorporation.

Our bylaws are generally subject to alteration, amendment or repeal, and new bylaws may be adopted, with:

- the affirmative vote of a majority of the whole board; or
 - the affirmative vote of holders of a majority of the total voting power of our outstanding securities generally entitled to vote in the election of directors, voting together as a single class.
-

Other Limitations on Stockholder Actions

Advance Notice of Proposals and Nominations. Our bylaws provide that stockholders must provide timely written notice to bring business before an annual meeting of stockholders or to nominate candidates for election as directors at an annual meeting of stockholders. Notice for an annual meeting is generally timely if it is received at our principal office not less than 90 days nor more than 120 days prior to the first anniversary of the preceding year's annual meeting. However, if the date of the annual meeting is advanced by more than 30 days or delayed more than 70 days from this anniversary date, such notice by the stockholder must be delivered not earlier than the 120th day prior to the annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the tenth day following the day on which public announcement of the date of such annual meeting was first made. Stockholders utilizing "proxy access" must meet separate deadlines. Our bylaws also specify the form and content of a stockholder's notice. These provisions may prevent stockholders from bringing matters before an annual meeting of stockholders or from nominating candidates for election as directors at an annual meeting of stockholders.

Proxy Access. Our bylaws contain "proxy access" provisions, which give an eligible stockholder (or a group of up to 20 stockholders aggregating their shares) that has owned 3% or more of the outstanding common stock continuously for at least three years the right to nominate the greater of two nominees and 20% of the number of directors to be elected at the applicable annual general meeting, and to have those nominees included in our proxy materials, subject to the other terms and conditions of our bylaws.

Limitation of Liability of Directors and Officers

Our certificate of incorporation provides that no director or officer will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director or officer, as applicable, to the fullest extent permitted by Delaware law. Currently, Delaware law requires that liability shall not be eliminated or limited for the following:

- any breach of the director's or officer's duty of loyalty to the company or its stockholders;
- any act or omission not in good faith or which involved intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law;
- any transaction from which the director or officer derived an improper personal benefit; and
- in the case of an officer, any action by or in the right of the company.

As a result, neither we nor our stockholders have the right, including through stockholders' derivative suits on our behalf, to recover monetary damages against a director or officer for breach of fiduciary duty as a director or officer, including breaches resulting from grossly negligent behavior, except in the situations described above.

Our certificate of incorporation provides that, to the fullest extent permitted by law, we will indemnify any officer or director of our Company in connection with any threatened, pending or completed action, suit or proceeding to which such person is, or is threatened to be made, a party, whether civil or criminal, administrative or investigative, arising out of the fact that the person is or was our director or officer, or served any other enterprise at our request as a director or officer. We will reimburse the expenses, including attorneys' fees, incurred by a person indemnified by this provision in connection with any proceeding, including in advance of its final disposition, to the fullest extent permitted by law. Amending this provision will not reduce our indemnification obligations relating to actions taken before an amendment.

We maintain insurance for our officers and directors against certain liabilities, including liabilities under the Securities Act of 1933, as amended (the "Securities Act"), under insurance policies, the premiums of which are paid by us. The effect of these are to indemnify any officer or director of the Company against expenses, judgments, attorney's fees and other amounts paid in settlements incurred by an officer or director arising from claims against such persons for conduct in their capacities as officers or directors of the Company.

Forum Selection

Our bylaws provide that, unless we consent in writing to the selection of an alternative forum, the sole and exclusive forum for (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of Delaware General Corporation Law, our certificate of incorporation (including any certificate of designations for any class or series of our preferred stock) or our bylaws, in each case, as amended from time to time, or (iv) any action asserting a claim governed by the internal affairs doctrine shall be a state or federal court located within the State of Delaware, in all cases subject to the court's having personal jurisdiction over the indispensable parties named as defendants. Unless the Company consents in writing to the selection of an alternative forum, the sole and exclusive forum for the resolution of any action asserting a cause of action arising under the Securities Act shall be the federal district courts of the United States of America, to the fullest extent permitted by law. Any person or entity purchasing or otherwise acquiring any interest in shares of our capital stock shall be deemed to have notice of and consented to the foregoing forum selection provisions.

Anti-Takeover Effects of Some Provisions

Some of the provisions of our certificate of incorporation and bylaws (as described above) could make the following more difficult:

- acquisition of control of us by means of a proxy contest or otherwise, or
- removal of our incumbent officers and directors.

These provisions, including our ability to issue preferred stock, are designed to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of increased protection will give us the potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us, and that the benefits of this increased protection will outweigh the disadvantages of discouraging those proposals, because negotiation of those proposals could result in an improvement of their terms.

Delaware Business Combination Statute

We have elected not to be subject to Section 203 of the Delaware General Corporation Law, which regulates corporate acquisitions. However, our certificate of incorporation contains similar provisions providing that we may not engage in any "business combinations" with any "interested stockholder" for a three-year period following the time that the stockholder became an interested stockholder, unless:

- the board of directors of the Company had, prior to the person becoming an interested stockholder, approved either the business combination or the transaction that resulted in the stockholder's becoming an interested stockholder;
- upon completion of the transaction that resulted in the stockholder's becoming an interested stockholder, that person owned at least 85% of the voting stock of the Company outstanding at the time the transaction commenced, other than those shares owned (i) by persons who are directors and also officers of the Company and (ii) employee stock plans of the Company in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- following the transaction in which that person became an interested stockholder, the business combination is approved by the board of directors of the Company and holders of at least a majority of the outstanding voting stock not owned by the interested stockholder.

Under our certificate of incorporation, the restrictions described above also do not apply to specific business combinations proposed by an interested stockholder following the announcement or notification of designated extraordinary transactions involving the Company and a person who had not been an interested stockholder during the previous three years or who became an interested stockholder with the approval of a majority of the Company's board of directors, if such extraordinary transaction is approved or not opposed by a

majority of the directors who were directors prior to any person becoming an interested stockholder during the previous three years or were recommended for election or elected to succeed such directors by a majority of such directors.

Our certificate of incorporation may make it more difficult for a person who would be an interested stockholder to effect various business combinations with the Company for a three-year period. Our certificate of incorporation also may have the effect of preventing changes in our management and could make it more difficult to accomplish transactions which our stockholders may otherwise deem to be in their best interests.

Listing

Our common stock is listed on the NYSE under the ticker symbol "MUSA."

Transfer Agent and Registrar

The transfer agent and registrar for the common stock is Computershare Trust Company, N.A.

SEVERANCE PROTECTION AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is effective as of January 1, 2026 (the “**Effective Date**”), by and between Murphy USA Inc., a Delaware corporation, and its Successors and Assigns (collectively, the “**Company**”) and Mindy K. West (“**Executive**”). Unless otherwise indicated, capitalized terms used in this Agreement shall have the meanings as set forth in Section 15.

WHEREAS, the Board of Directors of the Company, acting through its Executive Compensation Committee (the “**Committee**”), recognizes that the possibility of a Change in Control exists and that the threat or the occurrence of a Change in Control and its inherent uncertainties can result in significant distractions of its key management personnel;

WHEREAS, the Committee has determined that it is essential and in the best interest of the Company and its stockholders to retain the services of Executive in the event of a threat or occurrence of a Change in Control and to ensure Executive’s continued dedication and efforts in such event; and

WHEREAS, in order to induce Executive to remain in the employ of the Company, particularly in the event of a threat or occurrence of a Change in Control, the Company desires to enter into this Agreement with Executive to provide Executive with certain benefits in the event Executive’s employment is terminated as a result of, or in connection with, a Change in Control.

NOW, THEREFORE, in consideration of the respective agreements of the parties contained herein, it is agreed as follows:

1. Term of Agreement; Consent. The term of this Agreement (the “**Term**”) shall commence as of the Effective Date and shall continue in effect until the fifth (5th) anniversary of the Effective Date; provided, however, that the Term shall automatically be extended for additional successive one year periods unless either the Company or Executive provides written notice to the other at least 90 days prior to the end of the Term as then in effect that the Term shall not be so extended. Notwithstanding the foregoing, (i) if a Change in Control occurs during the Term, the Term shall remain in effect until the date that is 24 months after the occurrence of a Change in Control and (ii) this Agreement shall expire and be of no further force and effect in the event of any termination of Executive’s employment that occurs prior to a Change in Control.

2. Termination of Employment.

2.1 Amount of Compensation and Benefits. If, during the Term, Executive’s employment with the Company is terminated within 24 months following a Change in Control, Executive shall be entitled to the following compensation and benefits:

(a) If such termination of Executive’s employment is (1) by the Company for Cause or Disability, (2) by reason of Executive’s death, or (3) by Executive for other than Good Reason, the Company shall pay Executive the Accrued Compensation.

(b) If such termination of Executive's employment is for any reason other than as specified in Section 2.1(a), Executive shall be entitled to the following payments and benefits:

(i) the Company shall pay Executive the Accrued Compensation;

(ii) the Company shall pay Executive as severance pay an amount in cash equal to two (2) times the sum of (A) the Base Salary and (B) the Bonus Amount, paid in a single lump sum cash payment on the 60th day after the date of the termination of the Executive's employment; and

(iii) For the 24 -month period immediately following the Termination Date, the Company shall arrange to provide Executive and Executive's dependents life, accident, and health insurance benefits substantially similar to those provided to Executive and Executive's dependents immediately prior to the Termination Date or, if more favorable to Executive, those provided to Executive and Executive's dependents immediately prior to the first occurrence of an event or circumstance constituting Good Reason, at no greater cost to Executive than the cost to Executive immediately prior to such date or occurrence; *provided, however*, if providing such benefits could subject the Company, Executive or any applicable Company plan to any excise tax for failure to comply with any law applicable to group health plans which becomes effective after the Effective Date, the Company and Executive shall in good faith renegotiate this Section 2.1(b)(iii) to achieve a result that preserves as closely as possible the parties' intended after-tax economic positions under this Section 2.1(b)(iii).

For the avoidance of doubt, and notwithstanding anything to the contrary herein, any outstanding equity awards held by Executive as of the Termination Date shall be subject to applicable treatment set forth in the applicable equity incentive plan and award agreement governing the terms of such awards.

(c) If at the time of Executive's Separation from Service, Executive is a Specified Employee, any and all amounts payable under this Section 2 in connection with such Separation from Service that constitute deferred compensation subject to Section 409A of the Code ("**Section 409A**"), as determined by the Company in its sole discretion, and that would (but for this sentence) be payable within six (6) months following such Separation from Service, shall instead be paid on the date that follows the date of such Separation from Service by six months. For purposes of the preceding sentence, "**Separation from Service**" shall be determined in a manner consistent with subsection (a)(2)(A)(i) of Section 409A and the term "**Specified Employee**" shall mean an individual determined by the Company to be a Specified Employee as defined in subsection (a)(2)(B)(i) of Section 409A. In the event of any delay in payments under this Section 2.1(c), the deferred amount shall bear interest at the 10-year Treasury rate in effect on the Termination Date until paid.

(d) The amounts provided for in Sections 2.1(b)(ii) and 2.1(b)(iii) (the "**Severance Amounts**") shall be subject to Executive's execution and delivery of release of

claims (which becomes effective and irrevocable no later than 55 days after the date of termination of Executive's employment with the Company), in a mutually agreeable form (the "**Release of Claims**"), provided that if the aforementioned 55-day period begins in one taxable year and ends in the following taxable year, payment of the Severance Amounts shall not commence or occur until the following taxable year. Any such Release of Claims shall preserve all of Executive's (i) vested rights, if any and to the extent applicable, under (x) the Company's equity-based compensation plans or award agreements and (y) the Company's other employee benefit plans and (ii) rights, to the extent applicable, under the Company's director and officer indemnification arrangements. If Executive refuses to execute and deliver the Release of Claims, or if Executive revokes the Release of Claims as provided therein, Executive shall not receive the Severance Amounts or any other payment or benefit to which Executive is not otherwise entitled.

(e) Executive shall not be required to mitigate the amount of any payment provided for in this Agreement by seeking other employment or otherwise and no such payment shall be offset or reduced by the amount of any compensation or benefits provided to Executive in any subsequent employment.

(f) Notwithstanding the foregoing, the payments otherwise due hereunder may be limited to the extent provided in Section 4 hereof.

2.2 Coordination with other Compensation and Benefits.

(a) The severance pay and benefits provided for in this Section 2 following a Change in Control shall be in lieu of any other severance or termination pay to which Executive may be entitled following a Change in Control under any other Company plan, program, practice, arrangement or agreement providing severance benefits.

(b) Executive's entitlement to any other compensation or benefits following a Change of Control shall be determined in accordance with the Company's employee benefit plans and other applicable plans, programs, practices, arrangements or agreements then in effect. In particular, if Executive is eligible to retire on his Termination Date, any termination of Executive's employment pursuant to this Agreement shall not prevent his termination from being classified as a "retirement" for purposes of the Company's retirement plan, the SERP or any of its equity compensation plans.

3. Notice of Termination. Following a Change in Control, any purported termination of Executive's employment by the Company shall be communicated by Notice of Termination to Executive. For purposes of this Agreement, no such purported termination shall be effective without such Notice of Termination.

4. Contingent Cutback.

(a) Notwithstanding anything contained in this Agreement to the contrary, to the extent that the payments and benefits provided under this Agreement and benefits provided to, or for the benefit of, Executive under any other Company plan or agreement (such payments or benefits are collectively referred to as the "**Payments**") would be subject to the

excise tax (the “**Excise Tax**”) imposed under Section 4999 of the Code, the Payments shall be reduced (but not below zero) so that the value of all Payments equals 2.99 times Executive’s “base amount,” within the meaning of Section 280G(b)(3) of the Code and the applicable Treasury Regulations thereunder (the “**Safe Harbor Amount**”) minus \$1.00, but only if, by reason of such reduction (the “**Required Reduction**”), the Net After-Tax Benefit if such Required Reduction were made exceeds the Net After-Tax Benefit if such Required Reduction were not made. The “**Net After-Tax Benefit**” is defined as the value of the Payments net of all taxes imposed under Sections 1 and 4999 of the Code and under applicable state and local laws, determined by applying the highest marginal rate under Section 1 of the Code and under applicable state and local laws which applies to Executive’s taxable income for the immediately preceding taxable year, or such rate(s) as Executive certifies as likely to apply in the relevant tax year(s).

(b) If a reduction is required pursuant to Section 4(a), unless Executive shall have given prior written notice specifying a different order to the Company to effectuate the Required Reduction, the Company shall reduce or eliminate the Payments by first reducing or eliminating those payments or benefits which are not payable in cash and then by reducing or eliminating cash payments, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time from the date of the Determination. Any notice given by Executive pursuant to the preceding sentence shall take precedence over the provisions of any other plan, program, practice, arrangement or agreement governing Executive’s rights and entitlements to any benefits or compensation.

(c) An initial determination as to whether the Required Reduction shall take place pursuant to this Agreement and the calculation of such Required Reduction shall be made at the Company’s expense by an accounting firm selected by the Company which is designated as one of the five largest accounting firms in the United States (the “**Accounting Firm**”). The Accounting Firm shall provide its determination (the “**Determination**”) together with detailed supporting calculations and documentation to the Company and Executive within 10 days of the Termination Date, or such other time as requested by the Company and, if the Accounting Firm determines that no Excise Tax is payable by Executive with respect to a Payment or Payments, it shall furnish to the Executive an opinion reasonably acceptable to Executive that no Excise Tax will be imposed with respect to any such Payment or Payments. Within ten days of the delivery of the Determination to Executive, Executive shall have the right to dispute the Determination (the “**Dispute**”). If there is no Dispute, the Determination shall be binding, final and conclusive upon the Company and Executive subject to the application of Section 4(d) below.

(d) As a result of the uncertainty in the application of Sections 4999 and 280G of the Code, it is possible that the Payments to be made to, or provided for the benefit of, Executive either have been made or will not be made by the Company which, in either case, will be inconsistent with the limitations provided in Section 4(a) (hereinafter referred to as an “**Excess Payment**” or “**Underpayment**”, respectively). If it is established, pursuant to a final determination of a court or an Internal Revenue Service (the “**IRS**”) proceeding which has been finally and conclusively resolved, that an Excess Payment has been made, such Excess Payment

shall be deemed for all purposes to be a loan to Executive made on the date Executive received the Excess Payment and Executive shall repay the Excess Payment to the Company on demand (but not less than ten days after written notice is received by Executive) together with interest on the Excess Payment at the applicable “federal short term rate” prescribed pursuant to Code Section 1274(d)(1)(C)(i) of the Code (hereinafter the “**Applicable Federal Rate**”) from the date of Executive’s receipt of such Excess Payment until the date of such repayment. In the event that it is determined (i) by the Accounting Firm or the Company (which shall include the position taken by the Company, or together with its consolidated group, on its federal income tax return), (ii) pursuant to a determination by a court or the IRS, or (iii) upon the resolution to Executive’s satisfaction of the Dispute, that an Underpayment has occurred, the Company shall pay an amount equal to the Underpayment to Executive within ten days of such determination or resolution together with interest on such amount at the Applicable Federal Rate from the date such amount would have been paid to Executive until the date of payment.

5. Successors; Nonalienation.

5.1 Successors.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Company and its Successors and Assigns.

(b) This Agreement shall inure to the benefit of and be enforceable by Executive’s legal personal representative.

5.2 Nonalienation. Neither this Agreement nor any right or interest hereunder shall be assignable or transferable by Executive, Executive’s beneficiaries or legal representatives, except by will or by the laws of descent and distribution.

6. Applicable Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles thereof. Any legal actions concerning the Agreement may be brought only in the United States district court for the Western District of Arkansas, El Dorado Division.

7. Costs of Proceedings. Each Party shall pay its own costs and expenses in connection with any legal proceeding (including arbitration), relating to the interpretation or enforcement of any provision of this Agreement, except that the Company shall pay such costs and expenses, including attorneys’ fees and disbursements, of Executive if Executive prevails in such proceeding.

8. Notice. For the purposes of this Agreement, notices and all other communications provided for in the Agreement (including the Notice of Termination) shall be in writing and shall be deemed to have been duly given when personally delivered or sent by certified mail, return receipt requested, postage prepaid, addressed to the respective addresses last given by each party to the other, provided that all notices to the Company shall be directed to the attention of the Board with a copy to the Secretary of the Company. All notices and communications shall be

deemed to have been received on the date of delivery thereof or on the third business day after the mailing thereof, except that notice of change of address shall be effective only upon receipt.

9. Non-exclusivity of Rights. Subject to Section 2.2(a), nothing in this Agreement shall prevent or limit Executive's continuing or future participation in any benefit, bonus, incentive or other plan or program provided by the Company and for which Executive may qualify, nor shall anything herein limit or reduce such rights as Executive may have under any other agreements with the Company. Amounts which are vested benefits or which Executive is otherwise entitled to receive under any Company plan, program, practice or arrangement shall be payable in accordance with such plan, program, practice or arrangement except as explicitly modified by this Agreement.

10. Restrictive Covenants.

(a) In consideration of the provision to the Executive of the Severance Benefits, Executive agrees that, subject to Section 10(d) below, Executive will not at any time, except with the prior written consent of the Company, directly or indirectly, reveal to any person, entity or other organization (other than the Company or its employees, officers, directors or agents) or use for Executive's own benefit any Confidential Information. Notwithstanding anything in this Agreement to the contrary and subject to Section 10(d) below, (x) in the event that Executive becomes legally compelled to disclose any Confidential Information, Executive will provide the Company with prompt written notice so that the Company may seek a protective order or other appropriate remedy and (y) in the event that such protective order or other remedy is not obtained, Executive will furnish only that portion of such Confidential Information or take only such action as is legally required by binding order and Executive will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded for any such Confidential Information.

(b) During the period beginning on any Termination Date which occurs after a Change in Control and ending on the first anniversary of such Termination Date (the "**Restricted Period**"), Executive will not, without the Company's express written consent, directly or indirectly, solicit, induce or attempt to induce any employees, agents or consultants of the Company or its subsidiaries or affiliates to do anything from which Executive is restricted by reason of this Agreement nor will Executive, directly or indirectly, solicit, induce or aid others to solicit or induce any employees, agents or consultants of the Company or any of its subsidiaries or affiliates to terminate their employment or engagement with the Company or any of its subsidiaries or affiliates and/or to enter into an employment, agency or consultancy relationship with Executive or any other person or entity with whom Executive is affiliated.

(c) During the Restricted Period, Executive will not, without the Company's express written consent, directly or indirectly, own, manage, operate, control, render service to, or participate in the ownership, management, operation or control of any Competitor (as defined below) anywhere in the United States or in any non U.S. jurisdiction in which the Company is engaged or plans to engage in business as of the Termination Date; provided, however, that Executive will be entitled to own shares of stock of any corporation having a class

of equity securities actively traded on a national securities exchange or the Nasdaq Stock Market which represent, in the aggregate, not more than 1% of such corporation's fully-diluted shares. For purposes of this Agreement, "**Competitor**" means any company, other entity or association or individual that directly or indirectly is engaged in (i) the business of retail gasoline sales or (ii) any other business in which the Company or any of its subsidiaries is engaged as of the Termination Date.

(d) Nothing in this Agreement or otherwise limits Executive's ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the Securities and Exchange Commission ("**SEC**") or any other federal, state or local governmental agency or commission ("**Government Agencies**") regarding possible legal violations, without disclosure to the Company. The Company may not retaliate against Executive for any of these activities, and nothing in this Agreement or otherwise requires Executive to waive any monetary award or other payment that Executive might become entitled to from the SEC or any other Government Agency. Nothing in this Agreement or otherwise requires Executive to disclose any communications Executive may have had or information Executive may have provided to the SEC or any other Government Agencies regarding possible legal violations. In addition, notwithstanding anything to the contrary in this Agreement or otherwise, as provided for in the Defend Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)), Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Without limiting the foregoing, if Executive files a lawsuit for retaliation by Company for reporting a suspected violation of law, Executive may disclose the trade secret to her attorney and use the trade secret information in the court proceeding, if Executive (x) files any document containing the trade secret under seal, and (y) does not disclose the trade secret, except pursuant to court order.

11. Modification and Waiver. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by Executive and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement.

12. Withholding. Notwithstanding any other provision of this Agreement, the Company may, to the extent required by law, withhold federal, state and local income and other taxes from any payments due Executive hereunder.

13. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

14. Section 409A of the Code. Notwithstanding any provision to the contrary, all provisions of this Agreement shall be construed and interpreted to comply with Section 409A and the applicable Treasury Regulations thereunder and if necessary, any provision shall be held null and void to the extent such provision (or part thereof) fails to comply with Section 409A or the Treasury Regulations thereunder. For purposes of the limitations on nonqualified deferred compensation under Section 409A, each payment of compensation under this Agreement shall be treated as a separate payment of compensation for purposes of applying the deferral election rules and the exclusion for certain short-term deferral amounts under Section 409A. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in the Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

15. Definitions.

“**Accounting Firm**” shall have the meaning set forth in Section 4(c).

“**Accrued Compensation**” means all amounts earned or accrued through the Termination Date in accordance with Company policies but not paid as of the Termination Date, including (i) base salary, (ii) reimbursement for reasonable and necessary expenses incurred by the Executive on behalf of the Company during the period ending on the Termination Date, (iii) accrued and unused vacation pay, and (iv) earned but unpaid bonus amounts.

“**Applicable Federal Rate**” shall have the meaning set forth in Section 4(d).

“**Base Salary**” means the greater of Executive’s annual base salary (i) at the rate in effect immediately prior to the Termination Date or (ii) at the highest rate in effect at any time during the 90-day period before the Change in Control.

“**Bonus Amount**” means the Executive’s target annual cash bonus for the year in which the Termination Date occurs.

“**Cause**” means (i) Executive’s willful failure or refusal to satisfactorily perform his duties or obligations in connection with his employment, (ii) Executive’s having engaged in willful misconduct, gross negligence or a breach of fiduciary duty, or Executive’s material breach of this Agreement or of any Company policy, (iii) Executive’s conviction of, or a plea of nolo contendere to, (x) a felony or (y) any other criminal offense involving moral turpitude, fraud or dishonesty, (iv) Executive’s unlawful use or possession of illegal drugs on the Company’s premises or while performing his duties and responsibilities hereunder or (v) Executive’s

commission of an act of fraud, embezzlement or misappropriation, in each case, against the Company or any of its subsidiaries or affiliates, provided that, in each case (except for circumstances described in clauses (iii), (iv) or (v) above), the Company shall provide Executive with written notice specifying the circumstances alleged to constitute Cause, and, if such circumstances are susceptible to cure, Executive shall have 30 days following receipt of such notice to cure such circumstances.

A “**Change in Control**” shall have the meaning set forth in the Company’s 2023 Omnibus Incentive Plan.

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

“**Competitor**” shall have the meaning set forth in Section 10(c).

“**Confidential Information**” means, without limitation and regardless of whether such information or materials are expressly identified as confidential or proprietary, (i) any and all non-public, confidential or proprietary information of the Company or any of its subsidiaries or affiliates, (ii) any information of the Company or any of its subsidiaries or affiliates that gives the Company or any of its subsidiaries or affiliates a competitive business advantage or the opportunity of obtaining such advantage, (iii) any information of the Company or any of its subsidiaries or affiliates the disclosure or improper use of which would reasonably be expected to be detrimental to the interests of the Company or any of its subsidiaries or affiliates and (iv) any trade secrets of the Company or any of its subsidiaries or affiliates. Confidential Information also includes any non-public, confidential or proprietary information about, or belonging to, any third- party that has been entrusted to the Company or any of its subsidiaries or affiliates. The term “Confidential Information” shall not include information that is or becomes generally available to the public other than as a result of an impermissible disclosure by Executive, or at Executive’s direction or is provided to Executive by an independent third-party that is under no obligation of confidentiality to the Company with respect to such information.

“**Determination**” shall have the meaning set forth in Section 4(c).

“**Dispute**” shall have the meaning set forth in Section 4(c).

“**Disability**” means, as determined by the Company in good faith, any medically determinable physical or mental impairment resulting in Executive’s inability to engage in any substantial gainful activity, where such impairment can be expected to result in death or can be expected to last for a continuous period of not less than 12 months.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended from time to time.

“**Excess Payment**” shall have the meaning set forth in Section 4(d).

“**Excise Tax**” shall have the meaning set forth in Section 4(a).

“**Good Reason**” means the occurrence of any of the following events without Executive’s consent: (i) a material reduction in Executive’s base salary, target annual bonus opportunity or target long-term incentive opportunity, (ii) relocation of the geographic location of Executive’s principal place of employment by more than 50 miles from Executive’s principal place of employment, (iii) a material breach by the Company of this Agreement or (iv) a material

reduction in Executive's authority, duties or responsibilities, provided that, in each case, (A) Executive shall provide the Company with written notice specifying the circumstances alleged to constitute Good Reason within 90 days following the first occurrence of such circumstances, (B) the Company shall have 30 days following receipt of such notice to cure such circumstances, and (C) if the Company has not cured such circumstances within such 30-day period Executive shall terminate his employment not later than 60 days after the end of such 30-day period.

Any event or condition described in clauses (i) to (iv) above which occurs before a Change in Control but which Executive reasonably demonstrates (A) was at the request of a Third-Party, or (B) otherwise occurred in connection with, or in anticipation of, a Change in Control which actually occurs, shall constitute Good Reason for purposes of this Agreement notwithstanding that it occurred before the Change in Control and without regard to the notice and cure provisions hereof which shall not apply with respect to such event or condition.

"Immediate Family" of a person means such person's spouse, children, siblings, mother-in-law and father-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law.

"IRS" shall have the meaning set forth in Section 4(d).

"Murphy Family" means (a) the C.H. Murphy Family Investments Limited Partnership, (b) the estate of C.H. Murphy, Jr., and (c) siblings of the late C.H. Murphy, Jr. and his and their respective Immediate Family.

"Net-After-Tax Benefit" shall have the meaning set forth in Section 4(a).

"Notice of Termination" means, following a Change in Control, a written notice of termination from the Company to Executive which indicates the specific termination of termination provision in this Agreement relied upon and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated.

"Payments" shall have the meaning set forth in Section 4(a).

"Release of Claims" shall have the meaning set forth in Section 2(d).

"Required Reduction" shall have the meaning set forth in Section 4(a).

"Restricted Period" shall have the meaning set forth in Section 10(b).

"Safe Harbor Amount" shall have the meaning set forth Section 4(a).

"Section 409A" shall have the meaning set forth in Section 2.1(c).

"Separation from Service" shall have the meaning set forth in Section 2.1(c).

"SERP" means the Company's Supplemental Executive Retirement Plan, as amended and restated effective as of January 1, 2019.

"Severance Amounts" shall have the meaning set forth in Section 2.1(d).

"Severance Benefits" means the amounts and benefits paid or provided pursuant to Section 2.1(b).

“**Specified Employee**” shall have the meaning set forth in Section 2.1(c).

“**Successors and Assigns**” means a corporation or other entity which has acquired or succeeded to all or substantially all or the assets and business of the Company (including this Agreement) whether by operation of law or otherwise.

“**Termination Date**” shall mean in the case of Executive’s death, Executive’s date of death, in the case of a resignation by Executive from Executive’s employment with the Company, the last day of Executive’s employment and in all other cases involving a termination of Executive’s employment with the Company, the date specified in the Notice of Termination; provided, however, that if Executive’s employment is terminated by the Company due to Disability, the date specified in the Notice of Termination shall be at least 30 days from the date the Notice of Termination is given to Executive, provided that Executive shall not have returned to the full-time performance of Executive’s duties during such period of at least 30 days.

“**Third-Party**” shall have the meaning set forth in the definition of Change in Control.

“**Underpayment**” shall have the meaning set forth in Section 4(d).

16. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, if any, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer and the Executive has executed this Agreement as of the day and year first above written.

MURPHY USA INC.

By:

/s/ Greg Smith

Name: Greg Smith

Title: General Counsel

EXECUTIVE

By:

/s/ Mindy K. West

Name: Mindy K. West

SEPARATION AGREEMENT

This Separation Agreement (this “Agreement”) is entered into by and between **Murphy Oil USA, Inc.** (referred to throughout this Agreement as “Employer”) and **Charles Galagher Jeff** (“Employee”). The term “Party” or “Parties” as used herein shall refer to Employer, Employee, or both, as may be appropriate.

1. Cessation of Employment.

This Agreement is made with reference to the fact that Employee’s employment with the Company will cease effective as of October 14, 2025 (the “Separation Date”).

Reference is made in this Agreement to Employee’s Offer Letter with the Company, dated February 14, 2024 (the “Offer Letter”).

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) Employee shall be entitled to receive (i) any earned but unpaid base salary payments through the Separation Date, (ii) Employee’s awarded but unused paid time off through the Separation Date (in the aggregate amount of \$62,500.00 relating to 200 hours of awarded but unused paid time off for Employee’s service prior to the Separation Date) and (iii) any vested benefits under any benefit programs in accordance with, and subject to, the terms and conditions of such programs. Payment of the amounts described in clauses (i) and (ii) above will be made, less applicable payroll and tax withholdings, within 20 business days following the effectiveness of this Agreement. The foregoing amounts shall be included on an IRS Form W-2 issued by Employer to Employee.

(b) By signing this Agreement, Employee acknowledges and agrees that Employee shall not be entitled to any accelerated (or prorated) vesting of any of his equity incentive awards outstanding under the Murphy USA, Inc. 2023 Omnibus Incentive Plan (the “Omnibus Plan”), and any unvested awards thereunder shall be forfeited and cancelled in their entirety for no consideration as of the Separation Date.

(c) Employee understands and agrees that Employer is providing Employee with no representations regarding tax obligations or consequences that may arise from this Agreement. Employee, for Employee and Employee’s dependents, successors, assigns, heirs, executors, and administrators (and Employee’s legal representatives of every kind), agrees to indemnify and hold the Releasees (as defined herein) harmless for the amount of any taxes, penalties, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority’s determination that Employer or any of the other Releasees was required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Employee or Employee’s Counsel pursuant to Paragraph 2(a) of this Agreement. Employee agrees that Employee shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Employer or any of the other Releasees of the assessment of such taxes, penalties, or interest.

3. No Consideration Absent Execution of this Agreement; No Further Payments.

Employee understands and agrees that Employee would not receive the monies and/or benefits specified in Paragraph 2(a)(ii) above, except for Employee's timely execution of this Agreement and the fulfillment of the promises contained herein.

Except as expressly set forth in Paragraph 2(a) above, Employee agrees and acknowledges that Employee is not entitled to any other payments or benefits from Employer under the Offer Letter, the Omnibus Plan or under any other plan, program, agreement or arrangement of Employer or any of its affiliates.

4. General Release, Claims Not Released and Related Provisions.

(a) **General Release of All Claims.** Employee and Employee's heirs, executors, administrators, successors, and assigns knowingly and voluntarily release and forever discharge Employer, Employer's past, present and future direct or indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities (collectively referred to herein as "Releasees"), jointly and severally, of and from any and all claims, known and unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
- Families First Coronavirus Response Act;
- The Pregnant Worker's Fairness Act ("PWFA")
- Arkansas Civil Rights Act - Ark. Code Ann. §16-123-101 et seq.;
- Statutory Provision Regarding Retaliation/Discrimination for Filing a Workers' Compensation Claim - Ark. Code Ann. §11-9-107(a) et seq.;
- Arkansas Equal Pay Law - Ark. Code Ann. §11-4-601 et seq.;
- Arkansas Military Service Protection Act - Ark. Code Ann. §12-62-801 et seq.;
- Arkansas Breastfeeding Law - Ark. Code Ann. §11-5-116;
- Arkansas Genetic Information and Testing Law - Ark. Code Ann. §11-5-401 et seq.;

- Arkansas Wage Payment and Work Hour Laws;
- Arkansas Voting Leave Law - Ark. Code Ann. § 7-1-102;
- Arkansas Jury Duty Law - Ark. Code Ann. § 16-31-106;
- Arkansas Law on Leave for Public Service - Ark. Code Ann. §21-4-101;
- Arkansas Minimum Wage Act - Ark. Code Ann. § 11-4-201 et seq.;
- North Carolina Equal Employment Practices Act, N.C. Gen. Stat. §143-422.1 et seq.;
- North Carolina Parental Leave Law for School Involvement, N.C. Gen. Stat. §95-28.3;
- North Carolina Lawful Use of Lawful Products Law, N.C. Gen. Stat. §95-28.2;
- North Carolina Persons With Disabilities Protection Act, N.C. Gen. Stat. §168A-1 et seq.;
- North Carolina Communicable Disease Law, N.C. Gen. Stat. §130A, §130A-148(i);
- North Carolina Discrimination on the Basis of Sickle Cell Trait Law, N.C. Gen. Stat. §95-28.1;
- North Carolina Genetic Testing Law; N.C. Gen. Stat. §95-28.1A;
- North Carolina Retaliatory Employment Discrimination Law, N.C. Gen. Stat. §95-240 et seq.;
- North Carolina Wage and Hour Act, as amended, including N.C. Gen. Stat. §95-25.2 et seq. and §95-25.14 et seq.;
- North Carolina Occupational Safety and Health Act, as amended;
- Any other North Carolina statute, law, rule, or regulation relating to labor and employment, including but not limited to, any claim for unpaid wages and/or penalties;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Employee is not waiving any rights Employee may have to: (i) Employee's own vested or accrued employee benefits under Employer's qualified retirement benefit plans as of the Separation Date; (ii) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement or any other agreement Employee may have signed or company policy, prohibits, prevents, or otherwise limits Employee from (1) reporting possible violations of federal or other law or regulations to any governmental agency, legislative, regulatory or judicial body, or law enforcement authority (e.g., EEOC, NLRB, SEC, DOJ, CFTC, any federal agency responsible for workplace safety, U.S. Congress, or an Inspector General), (2) filing a charge or complaint with any such governmental entity, or (3) participating, testifying, or assisting in any investigation, hearing, or other proceeding brought by, in conjunction with, or otherwise under the authority of any such governmental entity; provided, however, that Employee hereby waives his right to recover

monetary damages or other individual relief in any charge, investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or comparable state or local agency, or any related complaint or lawsuit filed by Employee or by anyone else on Employee's behalf. Nothing contained in this Agreement or otherwise limits Employee's ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the SEC, any other federal, state or local governmental agency or commission ("Government Agency") or self-regulatory organization regarding possible legal violations, without disclosure to Employer. Employer may not retaliate against Employee for any of these activities, and nothing in this Agreement requires Employee to waive any monetary award or other payment that Employee might become entitled to from the SEC or any other Government Agency or self-regulatory organization. Moreover, nothing in this Agreement or otherwise prohibits Employee from notifying Employer that you are going to make a report or disclosure to law enforcement.

(d) **Defend Trade Secrets Act.** Pursuant to the Defend Trade Secrets Act of 2016, Employee and Employer acknowledge and agree that Employee will not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if Employee files a lawsuit for retaliation by Employer for reporting a suspected violation of law, Employee may disclose the trade secret to Employee's attorney and may use the trade secret information in the court proceeding, if Employee (x) files any document containing the trade secret under seal and (y) does not disclose the trade secret, except pursuant to court order.

(e) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Employer or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Employee waives Employee's right to a jury trial subject to applicable law.

5. Confidentiality. Subject to Paragraph 4(c) and (d) above:

(a) Employee confirms that prior to the execution of this Agreement, Employee has not revealed the substance or terms of the Agreement, or any underlying facts leading to this Agreement, to any third parties. Employee agrees not to disclose any such information, except to Employee's spouse, tax advisor, an attorney with whom Employee chooses to consult regarding Employee's consideration of this Agreement and/or to any federal, state or local governmental agency. Employee agrees that in the event Employee discloses the terms of this Agreement to Employee's spouse, tax advisor, or attorney, Employee will direct them not to reveal, disseminate by publication of any sort, or release in any manner or means this

Agreement (except as may be required by legal process) to any other person or to any member(s) of the public, or to any newspaper, magazine, radio station, television station or any future, current, or former employee, representative agent, customer, creditor, or competitor of Releasees without the express written consent of Releasees. If inquiries arise concerning this Agreement, Employee may only reply, "The matter has been resolved to everyone's satisfaction: there was no victory on either side," and shall make no other comment, except as required by law. Employee acknowledges that confidentiality is a material term of this Agreement. Nothing in this Agreement has the purpose or effect of preventing Employee from making truthful disclosures about alleged unlawful conduct.

(b) Employee hereby re-affirms and agrees to honor his obligations under the previously executed Confidentiality and Non-Solicitation Agreement with Employer.

(c) Without limiting the generality of the foregoing clauses (a) and (b), Employee agrees not to reveal the substance or terms of any confidential information gained during the course of Employee's duties with Employer.

(d) Employer shall be entitled to recover from Employee its attorneys' fees incurred in connection with any claim based upon a breach of Paragraphs 5(a) or 5(b) or Paragraph 7.

6. Acknowledgements and Affirmations.

(a) Subject to Paragraphs 4(c) and (d), Employee affirms that Employee has not filed, caused to be filed, or presently is a party to any claim against Employer. For the sake of clarity, nothing in this Agreement or these Affirmations is intended to impair Employee's rights under whistleblower laws or cause Employee to disclose Employee's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Employee also affirms that Employee has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Employee signs this Agreement and Employee has been reimbursed for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee further affirms that Employee has submitted expense reports for all necessary expenses or losses incurred by Employee within the scope of Employee's employment. Employee affirms that Employee has been granted any leave to which Employee was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Employee further affirms that Employee has no known workplace injuries or occupational diseases.

(d) Subject to Paragraphs 4(c) and (d), Employee also affirms that Employee has not divulged any proprietary or confidential information of Employer and will continue to

maintain the confidentiality of such information consistent with Employer's policies and Employee's agreement(s) with Employer and/or common law.

(e) Subject to Paragraphs 4(c) and (d), Employee further affirms that Employee has not reported internally to Employer any allegations of wrongdoing by Employer or its officers, including any allegations of corporate fraud, and Employee has not been retaliated against for reporting or objecting to any such allegations internally to Employer.

(f) Employee shall not apply for, or accept, employment or other work engagement (including, for example, as an independent contractor or temporary worker) with Employer or any Releasee under any circumstances because of, among other things, irreconcilable differences with Employer. Employee agrees that, if Employee accepts employment or other work engagement with any Releasee in contravention of this Agreement, such Releasee may terminate Employee's employment or work engagement immediately and Employee shall have no claim against such Releasee, in law or equity, related to such termination (to the fullest extent permitted by law).

(g) Employee affirms that all of Employer's decisions regarding Employee's pay and benefits through the date of Employee's Separation Date were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

(h) Employee and Employer acknowledge Employee's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

7. Return of Property.

Except as provided otherwise in this Agreement (including pursuant to Paragraphs 4(c) and (d)) or by law, Employee affirms that Employee has returned all of Employer's property, documents, and/or any confidential information in Employee's possession or control.

Employee also affirms that Employee is in possession of all of Employee's property that Employee had at Employer's premises and that Employer is not in possession of any of Employee's property.

8. Cooperation.

Subject to Paragraphs 4(c) and (d), Employee agrees to reasonably cooperate with Employer in regard to the transition of business matters handled by Employee during Employee's employment with Employer and/or in regard to any litigation brought by or against Employer in which Employee was involved or of which Employee has knowledge as a result of Employee's employment with Employer. Employee shall provide any information reasonably requested by Employer to facilitate Employer's preparation and filing of its annual proxy statement and periodic and other reports with the Securities and Exchange Commission (including, without limitation, providing Employer information regarding Employee's beneficial

ownership of equity securities of Employer and completing a directors' and officer's questionnaire). Employer shall pay Employee's reasonable expenses in conjunction with Employee's undertakings in reference to this paragraph.

9. **Limited Non-Solicitation of Customers and Employees.** Employee agrees that Employer has a substantial, legitimate and continuing interest in the protection of its business relationships with others, including, without limitation, current and prospective employees, consultants, advisors, clients, customers, vendors, suppliers, partners or joint venturers and financing sources, and in the protection of such interest has invested substantial sums, time and effort and will continue to invest substantial sums, time and effort to develop, maintain and protect such interest. Employee further acknowledges that Employer would not have entered into this Agreement and General Release with Employee but for the agreements, restrictions and covenants made by Employee contained herein. Accordingly, Employee covenants and agrees as follows:

a. **Non-Solicitation of Customers/Clients Covenant.** For a period of two (2) years following the Separation Date (hereinafter the "Noninterference Term"), Employee shall not directly or indirectly solicit, approach, assist, or attempt to solicit any other person to solicit any business (other than for Employer) from any present client or customer of Employer, including actively sought prospective clients and customers known to Employee which has the effect of causing such client or customer to withdraw, curtail or cancel their business dealings with Employer, or request or advise any present or future client or customer of Employer to withdraw, curtail or cancel their business dealings with Employer or any of its affiliates, or commit any other act or assist others to commit any other act that might injure Employer or its business.

b. **Non-Solicitation of Suppliers, Vendors and Consultants Covenant.** Employee acknowledges that Employer has invested substantial time and resources in assembling a collection of suppliers, vendors, consultants and information sources that together provide Employer with a substantial advantage in the marketplace. Employee, therefore, agrees that during the Noninterference Term Employee shall not directly or indirectly solicit, obtain or do business with any of Employer's suppliers, vendors, consultants whose identity became known to Employee as a result of Employee's employment with Employer for purposes of assisting Employee in directly or indirectly providing products or services that are competitive with those provided by Employer, if such solicitation shall cause any such suppliers, vendors or consultants to withdraw, curtail or cancel their business dealing with Employer.

c. **Non-Recruiting Covenant.** Employee agrees that Employer has invested substantial time and effort in assembling its present personnel. Accordingly, during the Noninterference Term, Employee shall not directly or indirectly: (i) solicit, recruit, induce, attempt to recruit or induce, or encourage any director, officer, manager, employee, or independent contractor of Employer or any director, officer, manager, employee, or independent contractor or any subsidiary or affiliate of Employer to leave their employment with Employer; or (ii) hire any such individual who has left the

employment of Employer or any subsidiary or affiliate of Employer if such hiring is proposed to occur within the Noninterference Term.

10. Non-Disparagement.

Subject to Paragraphs 4(c) and (d), Employee agrees to refrain from making statements that are disparaging, demeaning or defamatory about Releasees, or Releasees' customers, suppliers, or vendors, including but not limited to communications on social media websites such as Facebook, Twitter, LinkedIn, or Glassdoor on blogs, by text or email or other electronic means. Employee agrees that confidentiality is the documented preference of the Employee and is mutually beneficial to both Parties to this Agreement. Employee also agrees that the consideration in this Agreement includes bargained for consideration in exchange for the promise of confidentiality. This provision does not prohibit Employee from making truthful statements about the terms or conditions of Employee's employment, or from exercising Employee's rights under the National Labor Relations Act, government whistleblower programs, or whistleblowing statutes or regulations.

Employer agrees to refrain from making statements that are defamatory about Employee, including but not limited to in response to requests for a job reference from a prospective employer. Employer agrees that confidentiality is the documented preference of the Employee and is mutually beneficial to both Parties to this Agreement. Employer also agrees that the consideration in this Agreement includes bargained for consideration in exchange for the promise of confidentiality. If Employer is contacted by a possible future employer of Employee about a job reference, Employer will provide a neutral job reference disclosing only date of hire, date of separation, job title, and salary or other compensation information. With respect to this paragraph only, "Employer" shall mean only employees of Employer's Human Resources department, to whom any inquiries regarding Employee should be directed.

11. Medicare Secondary Payer Rules.

Employee affirms that as of the date Employee signs this Agreement, Employee is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Employee under this agreement, Employee agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Employee, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Employee is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. Section 1395y(b)(3)(A).

12. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of Arkansas without regard to its conflict of laws provision. In the event of a breach of any provision of this Agreement, either Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Employee agrees to sign a replacement release in a form provided by Employer.

13. Non-admission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

14. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

15. Entire Agreement.

This Agreement (including all exhibits and appendices hereto) sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Employer and Employee, which shall remain in full force and effect according to their terms. Employee acknowledges that Employee has not relied on any representations, promises, or agreements of any kind made to Employee in connection with Employee's decision to accept this Agreement, except for those set forth in this Agreement.

16. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

17. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it. Instead, it shall be construed as if both Parties prepared it jointly.

18. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Employee or any party acting on Employee's behalf.

EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UNTIL 5:00 PM CST ON OCTOBER 16, 2025 TO CONSIDER THIS AGREEMENT.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

CHARLES GALAGHER JEFF

By: /s/ C Gallagher Jeff

Print Name: C Gallagher Jeff

Date: 10/16/2025

MURPHY OIL USA, INC.

By: /s/ Celeste Jackson
Celeste Jackson
Title: VP HR

Date: 10/16/2025

December 11, 2025

Mr. R. Andrew Clyde
Via E-mail

Dear Andrew:

This letter (this “**Letter Agreement**”) between you, Clyde Advisory LLC (the “**Advisor Entity**”) and Murphy USA Inc. (“**MUSA**” and, together with its subsidiaries and affiliates, the “**Company**”) sets forth the terms and conditions relating to your retirement from the Company and transition to service as a non-employee advisor to the Company.

1. Retirement and Transition.

(a) You and the Company hereby agree that your employment as Chief Executive Officer of the Company and your service as a member of the Board of Directors of MUSA (the “**Board**”) will cease on December 31, 2025 and you will thereafter continue employment with the Company as a non-executive employee through February 28, 2026 (such date, the “**Transition Date**”). Effective as of the Transition Date, you will retire from employment with the Company, and your service in your capacity as an employee, officer, director, benefit plan trustee or fiduciary or otherwise with respect to the Company will thereupon terminate. You agree to execute any such additional documents reasonably requested by the Company as may be necessary to evidence the foregoing terminations, and you otherwise agree to cooperate with the Company in effecting an orderly, smooth, and efficient transition of your duties and responsibilities to your successor upon the Transition Date.

(b) From the date of this Letter Agreement through the Transition Date (the “**Transition Period**”), you will continue to receive the same base salary and employee benefits currently in effect as of the date hereof (subject to the terms and conditions of any applicable compensation or employee benefit plans as in effect from time to time); provided however, your right to use of the Company aircraft for both business and personal travel shall cease on December 31, 2025. For the sake of clarity, during the Transition Period (i) you shall remain eligible to receive your annual bonus payment for 2025 that is earned under the Murphy USA, Inc. 2019 Annual Incentive Plan (as amended and restated, the “**AIP**”) in accordance with the terms thereof and (ii) your outstanding Equity Awards (as defined below) will remain outstanding and eligible to continue to vest in accordance with their existing terms and conditions.

(c) Notwithstanding anything to the contrary herein or pursuant to Equity Plans (as defined below) or the terms of the AIP, during the Transition Period, you agree and acknowledge that you shall not be entitled to receive (i) any additional grants of equity incentive awards under the Equity Plans (including any 2026 annual equity incentive awards) and (ii) payment of any portion of your annual cash bonus for 2026 under the AIP (including any prorated portion thereof). For the sake of clarity, you agree and acknowledge that you will not be entitled to participate in, or receive any payments under, the AIP for the 2026 performance year.

(d) Notwithstanding anything to the contrary herein, you and the Company agree and acknowledge that your retirement from employment and transition to status as a non-employee advisor on the Transition Date (as described in Section 2 below) shall constitute a “separation from service” within the meaning of Section 409A (“**Section 409A**”) of the Internal Revenue

Code of 1986, as amended (the “**Code**”). Accordingly, your accrued account balance under the Murphy USA, Inc. Supplemental Executive Retirement Plan (as amended and restated, the “**SERP**”) shall thereupon become payable to you upon the Transition Date, which such amounts shall be paid to you in accordance with, and subject to the terms and conditions of the SERP (including as to timing of payment).

2. Advisory Services.

(a) In consideration for the payments set forth in this Letter Agreement (including Section 3 hereof), during the period commencing immediately following the Transition Date and ending on February 28, 2027 (or such earlier date as determined pursuant to this Section 2) (the “**Advisory Period**”), you shall provide services to the Company through the Advisor Entity as a non-employee advisor, providing such transition and advisory services to the Company as may be reasonably requested by the Company from time to time during the Advisory Period (the “**Advisory Services**”). The Advisory Period may be terminated by the parties upon mutual written agreement or by the Company upon your breach of the Continuing Obligations (as defined below). You acknowledge and agree that your status and the status of Advisor Entity with the Company shall at all times during the Advisory Period be that of an independent contractor, and that neither you nor the Advisor Entity may, at any time, act as a representative for or on behalf of the Company. You and the Advisor Entity shall be solely responsible for the payment of any federal, state or local income or payroll taxes owed by you or the Advisor Entity solely due to the receipt of consideration for providing services as an advisor under this Letter Agreement. You shall not be entitled to participate in any employee benefit plans or other benefits or conditions of employment available to employees of the Company during the Advisory Period (except in your capacity as a former employee).

(b) In consideration of the Advisory Services hereunder, the Company shall pay to Advisor Entity a consulting fee at the rate of \$1,375,000 per annum (the “**Consulting Fee**”), which shall be payable in equal monthly installments in arrears within 30 days following the last day of the applicable month during the Advisory Period.

3. Treatment of Equity Awards.

(a) You have previously received awards of stock options (“**Options**”), time-based restricted stock units (“**RSUs**”) and performance-based restricted stock units (“**PSUs**”) under the Murphy USA, Inc. 2013 Long-Term Incentive Plan or the Murphy USA, Inc. 2023 Omnibus Incentive Plan (collectively, the “**Equity Plans**”). The outstanding Options, RSUs and PSUs held by you as of the date hereof are collectively referred to as your “**Equity Awards**”. Except as provided in Sections 3(b) and 3(c) below, during the Advisory Period, and in accordance with the existing terms of the Equity Plans, your Equity Awards shall remain outstanding, exercisable and eligible to be earned and vest in accordance with their existing terms and conditions based on your continued provision of the Advisory Services during the Advisory Period (and, in the case of PSUs, subject to actual achievement of the applicable performance conditions during the applicable performance periods). To the extent such Equity Awards become earned and vested, such Equity Awards shall be paid to you on the same schedule as set forth in the existing terms of such awards. For the sake of clarity, the existing two (2) year post-termination exercisability period (“**PTEP**”) applicable to your outstanding Options shall not commence until the Advisory Period expires.

(b) Notwithstanding anything to the contrary herein, in accordance with the existing terms of your outstanding RSUs, your retirement from employment and transition to status as a non-employee advisor on the Transition Date shall constitute a “separation from service” under Section 409A thereby resulting in the acceleration and full vesting of your outstanding awards of RSUs effective as of the Transition Date. The RSUs will thereafter be settled at such times and according to such terms as set forth in the applicable Equity Plan and the applicable award governing such RSUs thereunder.

(c) In accordance with the existing terms of your Equity Awards, your termination of service with the Company upon the termination or expiration of the Advisory Period for any reason shall be treated as a “retirement” for purposes of the Equity Plans and your outstanding Equity Awards will be treated in accordance with the terms of the applicable Equity Plan and award agreement (for the avoidance of doubt, in the case of PSUs, subject to actual achievement of the applicable performance conditions during the applicable performance periods). For the sake of clarity, the PTEP applicable to your Options shall thereupon commence and shall expire on the earlier of (i) the two (2) year anniversary of the date of the expiration or termination of the Advisory Period and (ii) the seven (7) year anniversary of the date of grant of such Options.

4. No Further Payments or Benefits. You agree that, other than the payments and benefits set forth in Sections 1(b) and 3 of this Letter Agreement, you are not entitled to receive any further compensation or benefits from the Company (including any salary, bonus or incentive compensation, leave, severance or separation pay, or any other compensation or benefits of any kind). You further agree and acknowledge that, neither in connection with your cessation of employment as the Company’s Chief Executive Officer on December 31, 2025 nor your termination of employment on the Transition Date or your termination of service upon the end of the Advisory Period shall in any case entitle you to any payments of benefits under the Severance Protection Agreement by and between you and MUSA, dated as of August 20, 2013 (as amended, the “SPA”).

5. Release of Claims.

(a) Subject to Section 10 of this Letter Agreement, in consideration for receiving the benefits described in this Letter Agreement, and to the fullest extent permitted by applicable law, you hereby release and forever discharge the “**Releasees**” hereunder, the Company and its partners, subsidiaries, associates, affiliates, successors, heirs, assigns, agents, directors, officers, employees, representatives, lawyers, insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, losses, costs, attorneys’ fees or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called “**Claims**”), which you now have or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof. The Claims released herein include, without limiting the generality of the foregoing, any Claims in any way arising out of, based upon, or related to your employment or termination of your employment by the Releasees, or any of them; any alleged breach of any express or implied contract of employment; any alleged torts or other alleged legal restrictions on Releasees’ right to terminate your employment; and any alleged violation of any federal, state or local statute or ordinance including, without limitation, Title VII of the Civil Rights Act of 1964, the Age Discrimination In Employment Act, the Americans With Disabilities Act, the Arkansas Equal Pay Act, the Arkansas Minimum

Wage Act, and the Arkansas Civil Rights Act of 1993. Notwithstanding the foregoing, this general release (the “**Release**”) shall not operate to release any rights or claims (i) to accrued or vested benefits you may have, if any, as of the date hereof under any applicable plan, policy, practice, program, contract or agreement with the Company, (ii) to any Claims, including claims for indemnification and/or advancement of expenses arising under any indemnification agreement between you and the Company or under the bylaws, certificate of incorporation or other similar governing document of the Company or (iii) to any Claims which cannot be waived by an employee under applicable law.

(b) You hereby agree to re-affirm your waiver and release of claims set forth in Section 5(a) on the Transition Date by signing the second signature line hereto (the “**Bring-Down Release**”). You may revoke the Bring-Down Release after signing it by delivering a written notice of your decision to revoke to the Company within seven (7) calendar days after the Transition Date. You understand that this Bring-Down Release and your right to receive the payments and benefits set forth in this Agreement (including as set forth in Section 3) shall be forfeited in its entirety if you fail to execute and return the Bring-Down Release or if you revoke your execution of the Bring-Down Release within such seven (7) calendar day period. You acknowledge and agree that this Bring-Down Release shall become effective on the first day after the seven (7) calendar day revocation period.

6. Restrictive Covenants.

(a) **Confidentiality.** Subject to Section 10 hereof, you will not at any time, except with the prior written consent of the Company, directly or indirectly, disclose or reveal to any person, entity or other organization (other than the Company or its employees, officers, directors or agents), or use for your own benefit or the benefit of any other person or any other entity, any Confidential Information (as defined below) obtained by or provided to you at any time during your employment of the Company or your provision of Advisory Services to the Company. For purposes of this Agreement, “**Confidential Information**” means, without limitation and regardless of whether such information or materials are expressly identified as confidential or proprietary, (i) any and all non-public, confidential or proprietary information of the Company or any of its subsidiaries or affiliates, (ii) any information of the Company or any of its subsidiaries or affiliates that gives the Company or any of its subsidiaries or affiliates a competitive business advantage or the opportunity of obtaining such advantage, (iii) any information of the Company or any of its subsidiaries or affiliates the disclosure or improper use of which would reasonably be expected to be detrimental to the interests of the Company or any of its subsidiaries or affiliates and (iv) any trade secrets of the Company or any of its subsidiaries or affiliates. Confidential Information also includes any non-public, confidential or proprietary information about, or belonging to, any third-party that has been entrusted to the Company or any of its subsidiaries or affiliates. The term “Confidential Information” shall not include information that is or becomes generally available to the public other than as a result of an impermissible disclosure by you, or at your direction or is provided to you by an independent third-party that is under no obligation of confidentiality to the Company with respect to such information.

(b) **Non-competition.** During your employment and for a period of 18 months following the Transition Date (for the sake of clarity, regardless of the actual length of the Advisory Period) (the “**Restricted Period**”), you will not, without the Company’s express written consent, directly or indirectly, own, manage, operate, control, render service to, or participate in the ownership, management, operation or control of any Competitor (as defined below) anywhere

in the United States or in any non U.S. jurisdiction in which the Company is engaged or plans to engage in business as of the Transition Date; *provided, however*, that you will be entitled to own shares of stock of any corporation having a class of equity securities actively traded on a national securities exchange or the Nasdaq Stock Market which represent, in the aggregate, not more than 1% of such corporation's fully-diluted shares. For purposes of this Letter Agreement, "**Competitor**" means any company, other entity or association or individual that directly or indirectly is (i) engaged in the business of retail gasoline sales, (ii) a significant customer, supplier or vender of the Company or (iii) any other business in which the Company or any of its subsidiaries is engaged as of the Transition Date.

(c) **Non-solicitation.** During your employment and during the Restricted Period, you will not, without the Company's express written consent, directly or indirectly, solicit, induce or attempt to induce any employees, agents or consultants of the Company or its subsidiaries or affiliates to do anything from which you are restricted by reason of this Letter Agreement nor will you, directly or indirectly, solicit, induce or aid others to solicit or induce any employees, agents or consultants of the Company or any of its subsidiaries or affiliates to terminate their employment or engagement with the Company or any of its subsidiaries or affiliates and/or to enter into an employment, agency or consultancy relationship with you or any other person or entity with whom you are affiliated.

7. Continuing Obligations. From and after the Transition Date, you will remain bound by, and you agree to comply with, your restrictive covenant obligations set forth in this Letter Agreement and any other restrictive covenant agreements or arrangements entered into between you and the Company (collectively, the "**Continuing Obligations**").

8. Company Property. Subject to Section 10 below, you represent that at the end of the Advisory Period, you will return to the Company all property that belongs to the Company, including (without limitation) copies of documents that belong to the Company and files stored on your computer(s) that contain information belonging to the Company.

9. Cooperation. Subject to Section 10 below, you agree to cooperate fully with the Company in connection with its actual or contemplated defense, prosecution, or investigation of any claims or demands by or against third parties, or other matters arising from events, acts, or failures to act that occurred during the period of your employment by the Company or otherwise. Such cooperation includes, without limitation, making yourself available to the Company upon reasonable notice, without subpoena, to provide complete, truthful and accurate information in witness interviews, depositions, and trial testimony. The Company will reimburse you for reasonable out-of-pocket expenses that you incur in connection with any such cooperation (excluding forgone wages, salary, or other compensation), and will make reasonable efforts to accommodate your scheduling needs.

10. Preservation of Rights.

(a) You acknowledge and agree that nothing contained in this Letter Agreement shall be construed to prohibit you from filing a charge with or participating in any investigation or proceeding conducted by the federal Equal Employment Opportunity Commission or a comparable state or local agency; provided, however, that you hereby agree to waive your right to recover monetary damages or other individual relief in any such charge, investigation or proceeding or any related complaint or lawsuit filed by you or by anyone else on your behalf.

(b) Nothing in this Letter Agreement or otherwise limits your ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the SEC, any other federal, state or local governmental agency or commission (“**Government Agency**”) or self-regulatory organization regarding possible legal violations, without disclosure to the Company. The Company may not retaliate against you for any of these activities, and, subject to subsection (a) above, nothing in this Letter Agreement requires you to waive any monetary award or other payment that you might become entitled to from the SEC or any other Government Agency or self-regulatory organization. Moreover, nothing in this Letter Agreement or otherwise prohibits you from notifying the Company that you are going to make a report or disclosure to law enforcement.

(c) Pursuant to the Defend Trade Secrets Act of 2016, you and the Company acknowledge and agree that you will not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and may use the trade secret information in the court proceeding, if you (x) file any document containing the trade secret under seal and (y) do not disclose the trade secret, except pursuant to court order.

11. Taxes. All payments under this Letter Agreement will be subject to all deductions required by law, including applicable taxes and withholdings, as determined by the Company.

12. Section 409A. The intent of the parties is that payments and benefits under this Letter Agreement comply with, or be exempt from Section 409 and, accordingly, to the maximum extent permitted, this Letter Agreement shall be interpreted to be in compliance with Section 409A; *provided*, that the Company does not guarantee to you any particular tax treatment with respect to this Letter Agreement and any payments hereunder.

13. Severability. If any term of this Letter Agreement is held to be invalid, void or unenforceable, the remainder of this Letter Agreement will remain in full force and effect and will in no way be affected, and the parties will use their best efforts to find an alternate way to achieve the same result.

14. Governing Law. This Letter Agreement will be construed and interpreted in accordance with the laws of the State of Arkansas.

15. Entire Agreement. This Letter Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, if any, understandings and arrangements, oral or written, between the parties hereto with respect to the subject matter hereof.

16. Amendments. This Letter Agreement may be amended or modified only by a written instrument signed by you and a duly authorized representative of the Company.

17. Counterparts. This Letter Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute one agreement. Execution

of a facsimile copy will have the same force and effect as execution of an original, and a facsimile signature will be deemed an original and valid signature.

18. Consideration and Revocation Periods. You agree by your signature below that you had, and that the Company gave you, at least twenty-one (21) days to review and consider this Letter Agreement before signing it, and that such period was sufficient for you to fully and completely consider all of its terms. You understand and agree that you may sign this Agreement less than twenty-one (21) days from its receipt from the Company, and you agree that such execution will represent your knowing waiver of such twenty-one (21) day consideration period. The Company hereby advises you to discuss this Letter Agreement with your own attorney (at your own expense) during this period if you wish to do so. You may accept this Letter Agreement by delivering a copy of the Letter Agreement signed by you to me within twenty-one (21) days from the day you receive the Letter Agreement. You may revoke your acceptance of the Letter Agreement for a period of seven (7) days after signing the Letter Agreement by delivering written notification to me within that seven-day period. If you do not revoke your acceptance of the Letter Agreement, it will be effective on the eighth (8th) day after you sign it (“**Effective Date**”). If you do not execute, or if you revoke your acceptance of, this Letter Agreement (or, as set forth in Section 5(b), the Bring-Down Release), you will not be entitled to the benefits listed in this Letter Agreement (including Section 3 above). You agree that you have carefully read this Letter Agreement, fully understand what it means, and are entering into it voluntarily without duress, coercion, fraud, misrepresentation or threat to withdraw or alter the offer prior to the expiration of the twenty-one (21) day consideration period.

[Signature page to follow]

Please indicate your agreement with the above terms by signing below.

Very truly yours,

/s/ Greg Smith

Greg Smith
General Counsel
Murphy USA Inc.

I agree to the terms of this Letter Agreement.

/s/ R. Andrew Clyde

R. Andrew Clyde
Dated: 12/11/2025

/s/ R. Andrew Clyde

Clyde Advisory LLC
Dated: 12/11/2025

BRING DOWN RELEASE

I hereby reaffirm my agreement to the terms of this Letter Agreement, effective as of the Transition Date.

R. Andrew Clyde
Dated:

STOCK TRANSACTIONS GUIDELINES

Murphy USA's Stock Transactions Guidelines (the "guidelines") have been prepared to help you navigate decisions in trading Murphy USA securities. These guidelines are based on federal securities laws as well as internal considerations intended to help you avoid any risk of scrutiny regarding your insider trading activity.

Within these guidelines, you will also find:

- Appendix A: Murphy USA's insider trading policy found within our Code of Business Conduct and Ethics
- Appendix B: List of Window Group Members
- Appendix C: Insider Pre-clearance Trading Checklist

These guidelines supplement our policy on insider trading found within our Code of Business Conduct and Ethics, which is attached as Appendix A.

General Rule: As stated in the Company's Code of Business Conduct and Ethics, a non-employee director, officer or employee shall not disclose or use confidential Company information for the personal profit or advantage of himself or herself or anyone else. Each non-employee director, officer and employee should know that significant information concerning the Company's plans or operations (or of those with which we do business) that has not been released to the public is strictly confidential.

The Company recognizes the importance of a strong securities market. To accomplish this, a number of laws have been established to protect the strength and integrity of the securities market. You may obtain material, non-public (or "inside") information about the Company or the companies with which we do business in the course of your employment.

Using inside information to trade in securities or to provide another person with this information is illegal. Securities laws provide severe sanctions upon individuals using "inside information" to benefit themselves or the Company. In certain cases, such action can lead to the Company incurring significant penalties as well.

The prohibition against trading on inside information applies to non-employee directors, officers and all other employees of the Company and its subsidiaries, and to other people who gain access to that information. The prohibition also applies to:

- the spouses, domestic partners and minor children (even if financially independent) of such employees or non-employee directors and
- anyone to whom such employees or non-employee directors provide significant financial support.

Further, the prohibition applies to: 1) any account over which employees, non-employee directors and the persons listed in the bullets above have or share the power, directly or indirectly, to make investment decisions (whether or not such persons have a financial interest in the account) and 2) those accounts established or maintained by such persons with their consent or knowledge and in which such persons have a direct or indirect financial interest.

"Window Group" Restrictions:

Because of their access to confidential information on a regular basis, Company policy subjects its directors and the categories of employees listed in Appendix B (collectively, the "Window Group") to additional restrictions on trading in Company securities. Members of the Window Group are prohibited from engaging in transacting in or giving Company's securities during time periods when such members are most likely to be in possession of material nonpublic information. These black-out periods generally begin 40 calendar days prior to the next earnings release and extend through two full trading days

following the earnings release. Members of the Window Group will receive a Trading Window Calendar from the General Counsel.

- **All transactions must be pre-approved, regardless of the window status.** Even during open trading windows, members of the Window Group – together with family and household members – should not engage in any transaction in the Company’s securities (including a gift, contribution to a trust, or similar transfer) without first obtaining pre-clearance of the transaction from the General Counsel. This will help prevent inadvertent violations of the federal securities laws and avoid even the appearance of trading on nonpublic inside information. At times, the General Counsel may decline to pre-clear trades even when our trading window is open. This may occur as a result of a pending business transaction or any material development that has not yet been publicly disclosed. No reasons may be provided and the closing of the Window may itself constitute material inside information that should not be communicated. Please refer to the Insider Pre-clearance Trading Checklist attached as Appendix C for the type of information and documentation that should accompany a pre-clearance request.
- **Non-Employee Directors and Officer members of the Window Group:**
 - **Provide 24 hours’ notice if you plan to purchase MUSA securities so that the Company can ensure compliance with volume limitations on any Company share repurchase program.** Note that the Company from time to time repurchases MUSA securities. Purchases by directors and officers must be factored into the Company’s repurchase decisions each day. Please allow us at least one day advance notice to accommodate any adjustments needed.
 - Pre-clearance and a SEC Form 4 filing is required if you choose to rebalance your 401(k) in a manner that triggers the purchase or sale of MUSA stock. If you would like to change the allocation of your future 401(k) investments, you must do so during an open trading window.

All Team Members (including Directors and Officers):

- **Pre-arranged (Rule 10b5-1) trading plans must be pre-approved prior to establishment.** If you wish to implement a pre-arranged trading plan (which also may be referred to as a 10b5-1 trading plan) you are welcome to do so after obtaining approval from the General Counsel. No employee, director or officer may be party to more than one 10b5-1 trading plan at any given time. Pursuant to SEC rules, you may enter into a 10b5-1 trading plan during an open window period and only when you are not aware of material non-public information, and any trading plan entered into by a director or officer must include SEC-mandated certifications.

All employees must enter a 10b5-1 trading plan during an open window period, and any new or modified 10b5-1 trading plan must contain a provision delaying the first trade for a minimum prescribed period (directors and officers: the later of 90 calendar days and the next 10-Q or 10-K; all other employees: 30 calendar days).

The entry, amendment and termination of a 10b5-1 trading plan by a director or officer must be disclosed in MUSA’s periodic reports. Directors and officers must notify the General Counsel in advance of any modifications or terminations of any existing 10b5-1 plans. Transactions by a director or officer effected under a pre-cleared 10b5-1 trading plan must be reported within one business day to the General Counsel to ensure timely Form 4 filings.

- **Hedging transactions are prohibited.** Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, allow individuals to lock in much of the value of his or her stock holdings, often in exchange for all or part of the potential for upside appreciation in the stock. These transactions allow the shareholder to continue to own the covered securities, but without the full risks and rewards of ownership. Engaging in such activity causes your financial interest to diverge from that of our other shareholders. Therefore, our Code of Business Conduct and Ethics policy prohibits directors, officers and all employees from engaging in any hedging transactions (including transactions involving options, puts, calls, prepaid variable
-

forward contracts, equity swaps, collars and exchange funds or other derivatives) that are designed to hedge or speculate on any change in the market value of the Company's securities.

- **Gifts.** Gifts of Company securities should only be made when not in possession of inside information.

Directors and Officers:

- **Pledging of Company securities is not allowed prior to achieving your applicable stock ownership target.** A director or officer may not pledge Company securities, including by purchasing Company securities on margin or holding Company securities in a margin account, until he or she has achieved the applicable stock ownership target specified in the Corporate Governance Guidelines of the Company. Once such stock ownership target has been achieved, such director or executive officer may pledge Company securities in compliance with applicable law (including disclosure of such pledging in the Company's proxy statement, as required by SEC regulations), so long as all stock owned to satisfy the applicable stock ownership target remains unpledged. Any pledging of shares should be disclosed to the General Counsel and to the Board *in advance* of such pledging.
- **Section 16 Reporting.** Directors and officers are required to file Section 16 beneficial ownership reports for any transactions (including gifts or donations) of MUSA securities. These reports will be filed on your behalf by the Company and must be filed within 2 business days of the transaction. In addition, most sales of MUSA stock will also require a pre-transaction filing per SEC Rule 144. Therefore, it is very important to provide timely notice of, and work closely with, the Legal Department regarding any transactions in MUSA stock.
- **Profits made on any opposite way transactions within a 6-month period must be returned to the Company.** Directors and officers are subject to limitations on short-swing transactions set forth in Section 16(b) of the Exchange Act. The practical effect of the short-swing transactions provisions is that if you purchase and sell (or sell and purchase) the Company's securities within a six-month period you must disgorge all profits to the Company whether or not you had knowledge of any material non-public information.

Thank you for your attention to these guidelines. Please consult with the General Counsel with any questions that you may have.

Contact Information:

[Name removed]

General Counsel & Corporate Secretary

[Internal phone and email removed]

[name removed]

Deputy General Counsel

[Internal phone and email removed]

[name removed]

Supervisor Compensation & Total Rewards

[Internal phone and email removed]

Appendix A

Excerpt of Code of Business Conduct and Ethics dated May 9, 2024

Do Not Trade on Inside Information

Inside information must be kept strictly confidential, and it is illegal to trade securities (stock) while a Team Member has Inside Information. These restrictions on trading apply both to Company stock or another company's stock, such as a Company vendor or supplier, that is impacted by the Inside Information of the Company.

In addition to applying to Team Members, the prohibition against trading on Inside Information applies to family members (spouses, domestic partners, and minor children) and anyone to whom a Team Member provides significant financial support.

Do not share any Inside Information with family, friends, or any other person. Sharing Inside Information or "tipping" can result in serious civil and criminal penalties for both the Company and for the individual involved.

Team Members are also prohibited from engaging in any Hedging transactions that are designed to hedge or speculate on any change in the market value of the Company's securities.

If a Team Member has questions about whether an action is prohibited or information is confidential, they should contact the Corporate Compliance Officer at [internal phone removed].

Directors, officers, and other designated insiders are also subject to certain trading restrictions based on the timing of a trade pursuant to the Company's separate Stock Transactions Guidelines, which are periodically communicated to these insiders by the General Counsel.

Key Definitions:

"Hedging" – Buying or selling an investment made with intent of reducing the risk of loss.

"Inside Information" – Information that is (1) Material and (2) Non-Public information. Information is "Material" if a reasonable investor would consider the information to be important when making an investment decision. Material information can be favorable or unfavorable. If it is not clear whether information is Material, it should be treated as if it was Material. Common examples of Material information include, but are not limited to:

- Unexpected financial results.
 - Unpublished financial reports or projections.
 - Information about existing or potential business plans, product developments, innovations, or major transactions.
 - Interruption of business or significant changes by management.
 - New products or projects.
 - Major outcomes in litigation.
 - Mergers or acquisitions.
-

Information is “*Non-Public*” if it has not been publicly disclosed in a manner making it available to investors generally on a broad-based non-exclusionary basis. If it is not clear whether information has been publicly disclosed, it should be treated as if it is Non-Public information.

Appendix B

Employee Window Group Members:

- All members of the Executive Leadership Team, the Senior Leadership Team, and the CEO
 - All employees at the Sr. Director and Director cohort
 - All employees in the following departments:
 - Accounting/Controllers (Reporting to VP, Chief Accounting Officer & Treasurer)
 - Investor Relations and Financial Planning & Analytics (Reporting to VP, Investor Relations and FP&A)
 - Marketing & Analytics (Reporting to SVP, Marketing & Analytics)
 - Strategy & Analytics (Reporting to VP, Strategy & Analytics)
 - Legal (Reporting to VP and General Counsel)
 - All other employees who receive the monthly financial book not otherwise captured by the above
-

Appendix C

Insider Trading Pre-clearance Checklist

Below are some of the considerations taken into account upon a Window Group member's request to trade in MUSA securities.

Trading Window – Confirm that transaction date is during the Company's open trading window

Material Non-public Knowledge – Confirm that the Window Group member is not in possession of any material information regarding the Company that has not been adequately disclosed to the public

Repurchase Period (D&Os) – If the Company is currently repurchasing shares, confirm volume limitations will not be exceeded due to transactions by non-employee directors and officers

Section 16(b) Compliance (D&Os) – Confirm the proposed trade will not give rise to any potential liability under Section 16 as a result of matched past (or intended future) transactions under the six month pre- and post-transaction period.

Stock Ownership Requirement (D&Os) – Ensure the Insider is compliant with required stock ownership level

Form 4 (D&Os) – Ensure that a Form 4 has been or will be completed and will be timely filed if applicable (Section 16 Insider transactions)

Form 144 (D&Os) – Ensure that a Form 144 has been or will be completed and will be timely filed if applicable (Section 16 Insider sales)

Murphy USA Inc.
List of Subsidiaries

Name of Company	State or Other Jurisdiction of Incorporation	Percentage of Voting Securities owned by Immediate Parent
Murphy Oil USA, Inc.	Delaware	100 %
591 Beverage, Inc.	Nebraska	100 %
864 Holdings, Inc.	Delaware	100 %
864 Beverage, Inc.	Texas	100 %
Hankinson Holding, LLC	Delaware	100 %
Murphy Oil Trading Company (Eastern)	Delaware	100 %
Spur Oil Corporation	Delaware	100 %
Superior Crude Trading Company	Delaware	100 %
El Dorado Properties, LLC	Arkansas	100 %
Quick Chek Corporation	New Jersey	100 %
QuickChek Realty LLC	New Jersey	100 %
QuickChek Realty Bordentown Urban Renewal LLC	New Jersey	100 %
Murphy Retail Holdings, Inc.	Delaware	100 %
MUSA Personnel Management, Inc.	Delaware	100 %
Murphy USA Procurement Solutions, LLC	Delaware	100 %
Murphy USA Leasing, LLC	Delaware	100 %
Murphy USA Management Company, LLC	Delaware	100 %

List of Subsidiary Guarantors and Issuers of Guaranteed Debt

As of December 31, 2025, Murphy USA, Inc. ("MUSA") and most of the subsidiaries of Murphy Oil USA, Inc. ("MOUSA") are guarantors of the senior unsecured registered notes listed below issued by MOUSA. MUSA owns, directly or indirectly, 100% of MOUSA and all of its consolidated subsidiaries.

Murphy Oil USA, Inc.
 5.625% \$300 million Senior Notes due 2027
 4.750% \$500 million Senior Notes due 2029
 3.750% \$500 million Senior Notes due 2031

Name of Company	Issuer	Guarantor
Murphy USA, Inc. (Parent)		X
Murphy Oil USA, Inc.	X	
864 Holdings, Inc.		X
864 Beverage, Inc.		X
Murphy Oil Trading Company (Eastern)		X
Spur Oil Corporation		X
Superior Crude Trading Company		X
El Dorado Properties, LLC		X
Quick Chek Corporation		X
QuickChek Realty LLC		X
QuickChek Realty Bordentown Urban Renewal LLC		X
Murphy Retail Holdings, Inc.		X
MUSA Personnel Management, Inc.		X
Murphy USA Procurement Solutions, LLC		X
Murphy USA Leasing, LLC		X
Murphy USA Management Company, LLC		X

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the registration statements (Nos. 333-271777 and 333-191131) on Form S-8 and (No. 333-292029) on Form S-3 of our reports dated February 18, 2026, with respect to the consolidated financial statements of Murphy USA Inc. and the effectiveness of internal control over financial reporting.

/s/ KPMG LLP

Dallas, Texas
February 18, 2026

**CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Mindy K. West, certify that:

1. I have reviewed this annual report on Form 10-K of Murphy USA Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal controls over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 18, 2026

/s/ Mindy K. West
Mindy K. West
Principal Executive Officer

**CERTIFICATION PURSUANT TO
SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Donald R. Smith, Jr., certify that:

1. I have reviewed this annual report on Form 10-K of Murphy USA Inc;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal controls over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls over financial reporting.

Date: February 18, 2026

/s/ Donald R. Smith, Jr.
Donald R. Smith, Jr.
Principal Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Murphy USA Inc. (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mindy K. West, Principal Executive Officer of the Company, certify, pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 18, 2026

/s/ Mindy K. West
Mindy K. West
Principal Executive Officer

Ex. 32.1

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Annual Report of Murphy USA Inc. (the "Company") on Form 10-K for the period ended December 31, 2025 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Donald R. Smith, Jr., Principal Financial Officer of the Company, certify, pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934 and 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 18, 2026

/s/ Donald R. Smith, Jr.
Donald R. Smith, Jr.
Principal Financial Officer

Ex. 32.2