

125 Plan

Marathon Petroleum 125 Plan

**Amended and Restated
Effective as of January 1, 2020**



Table of Contents

I. Purpose and Benefits Offered.....	1
A. Contribution Payment Benefit.....	1
B. Health Savings Account (“HSA”) Benefit.....	2
II. Eligibility and Participation.....	3
III. Definitions.....	3
IV. Method and Timing of Elections.....	4
A. Initial Participation.....	4
B. Annual Enrollment Period.....	4
C. Methods of Electing and Making Contributions.....	5
D. Irrevocability of Elections.....	7
V. Mid-Year Election Changes — Exceptions to Irrevocability Rule.....	7
A. Change in Family or Employment Status.....	7
B. Other Allowable Changes to Elections.....	9
C. Ineligible Dependent.....	10
VI. Limitation of Benefits for Highly Compensated and Key Employees.....	10
VII. Claim Procedures.....	11
VIII. Administration.....	11
IX. Modification and Termination.....	12
X. Further Information.....	12
A. Limitation Regarding Employment.....	12
B. No Interest or Earnings.....	12
C. Severability.....	13
D. Forfeitures.....	13
XI. Funding.....	13
XII. No Guarantee of Tax Consequences.....	13
XIII. Participation by Other Employers and Their Employees.....	13



125 Plan

This document serves as the Plan Document for the Marathon Petroleum 125 Plan (“Plan”). The provisions of this document shall be construed and governed by the Internal Revenue Code of 1986, as amended (“Code”), and, to the extent not preempted by the Code, by the laws of the State of Ohio.

The Plan is established pursuant to Section 125 of the Code and the regulations thereunder. The Health Savings Account (“HSA”) feature is not intended to be an employee benefit plan under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or to otherwise be part of an ERISA benefit plan.

I. Purpose and Benefits Offered

Marathon Petroleum Company LP establishes this amended and restated Plan effective as of January 1, 2020.

A. Contribution Payment Benefit

The Plan is designed to permit Employees to reduce their taxable Compensation by an amount equal to their contribution(s) for coverage under any or all of the following group benefit plans (“Group Plans”) in which they participate:

- Marathon Petroleum Health Plan
- Marathon Petroleum Dental Plan
- Marathon Petroleum Vision Plan
- Marathon Petroleum Level Premium Life Insurance Plan (This benefit is closed to new Participants. Employees may elect to pay for the Level Premium Life Insurance Plan on a pre-tax or an after-tax basis.)

This Plan benefit is referred to as a “contribution payment benefit” because it offers Employees who are eligible for coverage under the Group Plans the ability to (a) elect to receive benefits and pay for his or her share of the contributions for such Plans on a pre-tax salary reduction basis; or (b) elect no benefits and receive their full Compensation. (As noted above, an Employee may also elect to pay for his or her share of the Marathon Petroleum Level Premium Life Insurance Plan on an after-tax basis.) Unless an exception applies, Employees’ elections are irrevocable for the duration of the Plan Year.

NOTE: Pre-tax contributions are not available to pay for an Employee’s share of the Age-Based Premium Life Insurance Plan.

NOTE: Pre-tax contributions made under the Plan are, for tax purposes, excluded from gross pay and are not taxable to the Participant. The primary taxes avoided under the Plan are federal income, Social Security, and Medicare taxes; some state, county, and local income taxes may also be avoided, depending on a Participant’s location. This reduction in gross pay may affect Social Security benefit calculations.*

* Contributions for Group Plan coverage for Domestic Partner and Domestic Partner Children initially will be deducted on a pre-tax contribution basis. However, unless Employee or Retiree completes and submits an Annual Certification of Domestic Partner’s Tax Dependent Status form that certifies Domestic Partner and Domestic Partner Children are tax dependents, imputed income will be attributed to Employee or Retiree for the portion of the contribution relating to Domestic Partner and Domestic Partner Children.

Participant contributions toward any or all of the following Group Plans in which they participate are made through this Plan on an after-tax basis:

- Marathon Petroleum Retiree Health Plan
- Marathon Petroleum Pre-65 Retiree Dental Plan
- Marathon Petroleum Pre-65 Retiree Vision Plan

B. Health Savings Account (“HSA”) Benefit

The Plan is also designed to allow for contributions to Participants’ health savings accounts (“HSAs”), consistent with the requirements of Code Section 223. HSA-Eligible Individuals who enroll in the Health Plan Saver HSA option (or other Company-sponsored high deductible health plan) can elect to participate in the HSA Benefit. The HSA Benefit includes (1) a Non-Elective Employer Contribution to a Participant’s HSA; and (2) the ability for Participants to contribute on a pre-tax salary reduction basis to an HSA. The Participant’s HSA is established and maintained outside the Plan by a trustee with which the Company has entered into an agreement to forward contributions to be deposited. The current trustee is Fidelity Investments. Participants’ voluntary salary reduction contribution elections can be increased, decreased, or revoked prospectively at any time during the Plan Year. To be eligible for this benefit, a Participant must be an HSA-Eligible Individual who has established an HSA through Fidelity Investments. (“HSA-Eligible Individual” is defined in Section III below.)

The HSA is not an employer-sponsored employee benefit plan — it is an individual trust account separately established and maintained by Fidelity Investments outside the Plan. Consequently, Fidelity Investments, not the Company, will establish and maintain the HSA. The terms and conditions of each Participant’s HSA trust account are described in the HSA trust agreement provided by Fidelity Investments to each electing Participant and are not a part of this Plan. The Company will forward HSA contributions to HSAs established with Fidelity Investments but will not forward such contributions to HSAs established with any other trustees/custodian. The Plan Administrator will maintain records to track contributions to Participants’ HSAs, but it will not create a separate fund or otherwise segregate assets for this purpose. The Company has no authority or control over the funds deposited in an HSA.

The federal income tax treatment of the HSA Benefit (including contributions and distributions) is governed by Code Section 223.

II. Eligibility and Participation

Employees of Marathon Petroleum Company LP or participating employers (as listed in Section XIII) (collectively, the “Company”) are eligible to participate in the Plan. Employees will automatically participate in the Plan, provided the Employee is (1) eligible for and enrolled in at least one of the Group Plans; (2) making contributions for coverage under such Group Plan(s); and (3) receiving Compensation from the Company.

Employees of the Company are also eligible to contribute on an after-tax basis for coverage under the Marathon Petroleum Level Premium Life Insurance Plan, provided the Employee is already a Participant in the Level Premium Life Insurance Plan and is receiving Compensation from the Company.*

* The Level Premium Life Insurance Plan was closed to new Participants effective June 1, 1994, with eligibility limited to Employees who have been continuously insured under the Level Premium Life Insurance Plan from June 1, 1984.

Employees are eligible to participate in the HSA Benefit under the Plan if they are HSA-Eligible Individuals who have established an HSA through Fidelity Investments.

Participation in the Plan shall cease upon (1) the effective date of an Employee’s revocation of participation in a Group Plan (participation ceases for the affected Group Plan only); (2) an Employee’s termination of employment with the Company; (3) the effective date of the termination of a Group Plan (participation ceases for the affected Group Plan only); or (4) the date on which a participating employer discontinues participation in the Plan or the Company terminates the Plan itself.

NOTE: A Plan Participant may not revoke his or her participation in any Group Plan(s) during the Plan Year except due to and consistent with an exception described in Section V below. Any other revocation must be made during the Annual Enrollment Period.

Notwithstanding anything herein to the contrary, contributions for benefits available to former employees and/or their dependents shall be treated as made through this Plan on an after-tax basis and such former employees and/or dependents shall be considered eligible participants under this Plan.

III. Definitions

- A.** “Annual Enrollment Period” means the annual period of time designated by the Plan Administrator during which those eligible for the Group Plans may elect to terminate, initiate, or change coverage options for the following Plan Year.
- B.** “Compensation” includes pay for hours worked, sick/STD pay, vacation pay, pay for allowed hours, pay while on military leave, commissions, overseas premiums, temporary hardship allowances, any other location premium approved by the Plan Administrator, and 100% of bonus paid while a Participant in the Plan; however, bonuses paid after a Participant retires or terminates, travel pay, and other similar special payments are excluded.
- C.** “Employee” means any individual who is employed by Marathon Petroleum Company LP or participating employers (as listed in Section XIII).

- D. “Group Plans” means the group welfare benefit plans sponsored by Marathon Petroleum Company LP listed in Section I above.
- E. “Health Savings Account” or “HSA” means an individual trust account established under Code Section 223 by a Participant with a trustee that has contracted with the Company to receive pre-tax salary reduction and employer contributions.
- F. “HSA-Eligible Individual” means an individual who (a) is eligible to contribute to an HSA under Code Section 223, (b) has elected qualifying high deductible health plan coverage offered by the Company (for example, the Health Plan Saver HSA option), and (c) who has not elected any disqualifying health plan coverage. The Saver HSA option offered under the Marathon Petroleum Health Plan is intended to qualify as high deductible health plan coverage as defined in Code Section 223(c)(2). The Marathon Petroleum Health Care Flexible Spending Account Plan (“FSA”) is disqualifying health plan coverage. Therefore, Employees may not contribute to an HSA through the Plan if they are also currently enrolled in the General Purpose Health Care FSA. An Employee enrolled in the Marathon Petroleum Health Plan Saver HSA option may elect to contribute to a Limited Purpose Health Care FSA only.
- G. “Non-Elective Employer Contribution” means an annual amount contributed by the Company for deposit into the HSAs of Participants who are enrolled in the Health Plan Saver HSA option, provided the Participant is deemed to be an HSA-Eligible Individual. The Non-Elective Employer Contribution is intended to qualify as a non-taxable employer contribution to an HSA under Code Section 223, but will not reduce a Participant’s Compensation.
- H. “Participant” means a current or former Employee and any beneficiary who participates in the Plan in accordance with Section II of this Plan.
- I. “Plan Year” means the period from January 1 of any calendar year through December 31 of the same year.

IV. Method and Timing of Elections

A. Initial Participation

Participation in the Plan is automatic for Participants who are enrolled in the Group Plans. Employees elect to participate in the Plan upon initial employment with the Company by enrolling for coverage in any of the Group Plans for which they are eligible. The effective date of participation in the Plan is the same as the effective date of participation in the Group Plan(s), pursuant to the applicable Group Plan provisions.

B. Annual Enrollment Period

During each Annual Enrollment Period with respect to a Plan Year, Employees and other eligible individuals may elect to change their participation in the Group Plans, and thus change their participation in the Plan. Election changes made during the Annual Enrollment Period will be effective the first day of the Plan Year immediately following the Annual Enrollment Period.

For Plan purposes, a change in participation may include any of the following:

1. Commencing participation in one or more Group Plan(s);
2. Terminating participation in one or more Group Plan(s); and
3. Changing coverage types within a Group Plan (e.g., changing from employee only coverage to employee + spouse, or from the Classic option to the Saver HSA option under the Health Plan).

C. Methods of Electing and Making Contributions

1. Contributions for Coverage under the Group Plans:

An Employee's taxable Compensation is automatically reduced by an amount equal to his or her contributions for coverage under the applicable Group Plan(s), and that amount is applied by the Company as contributions for coverage under the Group Plan(s) for the applicable pay periods. Although the salary reduction is made under the Plan, benefits will be provided by the applicable Group Plan(s) under which coverage is elected. The coverage types, principal sum, options, requirements for participating, and other terms and conditions of coverage and benefits under the Group Plans are set forth under the terms of the Group Plans, as amended from time to time. To the extent necessary to interpret the Plan, the benefit descriptions for such Group Plans, as amended from time to time, are hereby incorporated by reference into the Plan.

If the cost of any Group Plan increases or decreases during the Plan Year, then on a reasonable and consistent basis under procedures established by the Plan Administrator and based on specific provisions of the Group Plans related to Employee contributions, all affected Participants' elected or automatic contributions to Plan may be automatically increased or decreased to the amount necessary to continue coverage.

Subject to the terms of any Group Plan, a Participant who is on an unpaid leave of absence shall be entitled to continue participation in the Plan for the remainder of the Plan Year in which such leave of absence commences. Notwithstanding the foregoing, a Participant who is on an unpaid leave of absence in accordance with the FMLA ("FMLA Leave") may continue participation in the Plan during the entire FMLA Leave period. If a Participant is on FMLA Leave or any other unpaid leave, the Participant shall be responsible for paying the Employee cost of his or her benefits under the Group Plans in which he or she is enrolled on the schedule established for this purpose by the Plan Administrator; provided, any such schedule shall comply with applicable federal law. The Company is not required to continue the coverage under the Group Plans of a Participant who fails to make the required payments while the Participant is on FMLA Leave or other unpaid leave. However, if the Company chooses to continue such coverage by making the required payments, the Company is entitled to recoup those payments from the Participant at the end of the period of leave. Upon returning to active employment, such Employees will automatically resume their prior elections and be considered Participants in the Plan.

NOTE: Employees who are placed on an unpaid leave of absence from the Company may make a change to their elections upon commencement of the unpaid leave of absence, but may not make a change to their elections if they return to active employment within 30 days.

This automatic enrollment also applies to individuals who have terminated employment and are re-employed by the Company within 30 days.

2. Contributions to Health Savings Accounts:

- a. Non-Elective Employer Contribution. The Company will automatically annually forward funding to Fidelity Investments for deposit by Fidelity into the HSAs of HSA-Eligible Individuals who have established an HSA through Fidelity Investments. The Non-Elective Employer Contribution is intended to qualify as a non-taxable employer contribution to an HSA under Code Section 223, but will not reduce a Participant's Compensation. For the Plan Year that begins on January 1, 2020, the amount of the Non-Elective Employer Contribution will equal \$500 for Participants who are enrolled in employee only coverage in the Health Plan Saver HSA option and \$1,000 for Participants who are enrolled in employee + spouse, employee + family, or employee + children coverage. The Company will deposit the Non-Elective Employer Contribution as soon as administratively feasible. HSA-Eligible Individuals who have not established an HSA with Fidelity by December 1 of the Plan Year will not receive the Non-Elective Employer Contribution for the Plan Year. Employees who separate employment (other than as a Retiree) prior to opening an HSA through Fidelity will not receive a Non-Elective Employer Contribution. HSA-Eligible Individuals can establish an HSA with Fidelity Investments by opening an account on-line through Netbenefits.com or 401k.com or by calling 1-866-602-0595 for an application.
- b. Elective Salary Reduction Contributions. Participants who are HSA-Eligible Individuals and who have established an HSA through Fidelity Investments may elect to reduce their Compensation through elective salary reduction contributions to their HSA. Participants must make their elections through Fidelity by calling 1-866-602-0595 or online at Netbenefits.com or 401k.com.
- c. Maximum Limits. HSA contributions through the Plan, including both the Non-Elective Employer Contribution and all elective salary reduction contributions, shall not exceed the maximum amount allowed under the Code for HSA contributions that is applicable to the Participant's Health Plan Saver HSA coverage option (i.e., employee only, employee + spouse, employee + children, or employee + family) for the Plan Year in which the contribution is made. For 2020, the IRS's maximum amount is \$3,550 for employee only coverage and \$7,100 for family coverage. An additional catch-up contribution of \$1,000 may be made by Participants who are age 55 or older. The maximum annual amount shall be prorated based on the number of months during which the Participant is an HSA-Eligible Individual.

D. Irrevocability of Elections

Employees elect to use the Plan to pay for coverage under the Group Plans on a pre-tax basis by properly completing and submitting a required election form or making an online election to enroll in one or more of the Group Plans during the Company's Annual Enrollment period or during the new employee benefit election period. The election form or online enrollment constitutes a written agreement between the Employee and the Company, which authorizes the reduction of the Employee's Compensation by the amount of his or her contribution for coverage under the Group Plans for the applicable pay periods. Unless an exception applies (as described in Section V below), an Employee's election under the Plan is irrevocable for the duration of the Plan Year.

However, an Employee who makes an election to contribute an amount on a salary reduction basis to his or her HSA may change such election on a prospective basis at any time during the Plan Year, subject to any restrictions adopted by the Company and permitted by IRS guidance.

V. Mid-Year Election Changes — Exceptions to Irrevocability Rule

Unless an exception applies, an Employee participating in the Plan may not change an election regarding participation status in the Group Plans until the following Annual Enrollment Period. This means that Employees may not change coverage types (i.e., employee only, employee + spouse, employee + family, employee + children coverage); terminate participation in a Group Plan(s); switch to a different plan option (i.e., from "Health Plan Classic option" to "Health Plan Saver HSA option"); or enroll in coverage not elected during the Annual Enrollment Period. However, an election to make contributions to an HSA can be changed at any time on a prospective basis. Mid-year election changes are permitted in the following situations:

A. Change in Family or Employment Status

Employees may make a change in election other than during the Annual Enrollment Period, if such change in election is due to and consistent with a change in family or employment status, provided a corresponding change under the Group Plan is also made at the same time.

For Plan purposes, "change in family or employment status" includes the following events:

1. An Employee has a change in legal marital status, including marriage, a change in the Employee's domestic partnership status, death of a spouse or domestic partner, divorce, legal separation, or annulment.
2. An Employee has a change in the number of his or her dependents, including birth, adoption, placement for adoption, dependent ceases to satisfy eligibility requirements, or death of a dependent.
3. An Employee, an Employee's spouse or domestic partner, or an Employee's dependent has a change in employment status, meaning termination or commencement of employment, which affects their eligibility for coverage under the Company's or another employer's plan(s).
4. An Employee, an Employee's spouse or domestic partner, or an Employee's dependent has a change in work schedule, including a reduction or increase in hours or a switch between part-time and full-time, which results in a change in eligibility under a Group Plan or a commencement of or return from an unpaid leave of absence.

125 Plan

5. A court issues a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody, including the requirement to provide medical coverage under a Qualified Medical Child Support Order or National Medical Support Notice or Order, requiring a change in coverage for an Employee's dependent.
6. An Employee was reasonably expected to average at least 30 hours of work per week and had a change in employment status such that he or she is reasonably expected to average less than 30 hours per week after the change (even if that reduction does not result in a loss of eligibility under the Marathon Petroleum Health Plan). In such case, the Employee may prospectively revoke his or her election **for Marathon Petroleum Health Plan coverage only**, provided the change is requested within the Plan's election period and the revocation corresponds to the Employee's intended enrollment (along with any related individuals who cease coverage due to the revocation) in another plan that provides minimum essential coverage that is effective no later than the first day of the second month following the month that includes the date the Health Plan coverage is revoked.
7. An Employee is eligible for a special enrollment period (i.e., due to a marriage, birth, adoption or placement for adoption) to enroll in a qualified health plan under the Health Insurance Marketplace. In such case, the Employee may prospectively revoke his or her election **for Marathon Petroleum Health Plan coverage only**, provided the change is requested within the Plan's election period and the revocation corresponds to the Employee's intended enrollment (along with any related individuals who cease coverage due to the revocation) in a qualified health plan in the Health Insurance Marketplace that must be effective beginning no later than the day immediately following the last day of the Marathon Petroleum Health Plan coverage.
8. Such other events as the Plan Administrator shall determine qualify in accordance with Code Section 125 and the regulations or other guidance issued thereunder.

Except as provided above, a Plan election shall remain in effect for the entire Plan Year for which such election applies. Employees may change their Plan election during the Annual Enrollment Period, and such change in election shall be effective for the Plan Year immediately following the Annual Enrollment Period.

A Plan change in election that is made due to and consistent with a qualifying change must be made at the same time as the change in participation status in the Group Plan(s) and in accordance with the provisions of the applicable Group Plan(s), if applicable, and in all cases within 31 days of the qualifying event, including the date of the event. All election changes under this Plan will be effective prospectively, except, an election change made to add coverage for a dependent acquired through birth, adoption, or placement for adoption under the Health Plan will be effective retroactively to the date of birth, adoption, or placement for adoption, and the Employee's salary reduction election for future periods will include the extra cost of the retroactive coverage.

B. Other Allowable Changes to Elections

The Plan Administrator may also permit Employees to make a change in election other than during the Annual Enrollment Period if, in the Plan Administrator's opinion, there are significant cost and/or coverage changes to the Health Plan, the Dental Plan, or the Vision Plan. In such a case, the Employee may only make a change in election to the affected Group Plan(s). This includes the following situations:

- A managed care option needs to be terminated at a given location (for example, because the option ceases to exist or because of the lack of an adequate provider network), or first becomes available to Employees to replace an existing indemnity option(s) at a given location. A managed care option includes, but is not limited to, a Health Maintenance Organization (HMO), a Point-of-Service (POS) Option, and a Preferred Provider Organization (PPO), with or without a gatekeeper.
- An Employee has moved into or out of an area where Health Plan coverage is available through an HMO, and/or where Health Plan coverage is available through a POS Option or a PPO option.

The Plan Administrator may also permit Employees to make a change in election other than during the Annual Enrollment Period if the change is due to and consistent with:

- A change made under another employer plan under which an Employee, an Employee's spouse or domestic partner, or an Employee's dependent is eligible for coverage (including changes that occur because the period of coverage is different from the period of coverage under the Plan); or
- A change in eligibility for coverage under Medicare, a state Children's Health Insurance Program ("SCHIP"), or Medicaid for an Employee, an Employee's spouse, or an Employee's dependent.

The Plan Administrator may require that the Participant submit satisfactory proof that the qualifying change occurred prior to permitting a change in election under the Plan.

Example 1: *An Employee participates in the Plan to pay for coverage under the Health Plan, in which she has "employee only" coverage. The Employee gives birth to a child on July 1 and subsequently enrolls her child for coverage under the Health Plan effective July 1. The Employee may also elect to change her Plan participation for the Health Plan because her "change in election" is due to and consistent with a "change in family or employment status" and is made in conjunction with a change in Health Plan participation status. Employee contributions covering the additional cost of retroactive coverage will be included in the Employee's future salary reduction.*

Example 2: *An employee is a Participant in the Plan to pay for coverage under the Dental Plan in which he has “employee only” coverage. In the middle of the Plan Year, the employee wishes to enroll his children in the Dental Plan, but there is no change in family or employment status prompting this change. The Employee will be denied permission to change coverage from “employee only” to “employee + child(ren)” or employee + family” coverage because his election to participate in Plan with “employee only” coverage is irrevocable for the entire Plan Year, absent a change in family or employment status. The Employee may enroll his children (thus changing from “employee only” to “employee + child(ren)” or “employee+family” coverage) during the next Annual Enrollment Period.*

If an Employee fails to make a change in election within 31 days of a qualifying event described above, the Employee may not make a change in election until he or she again becomes eligible as a result of a subsequent qualifying event or the next Annual Enrollment Period, whichever occurs first.

C. Ineligible Dependent

There will be an automatic retroactive termination of coverage for any ineligible dependent in the Group Plans for which contributions are made through the 125 Plan. If timely notification of ineligibility is made (within 31 days of event triggering ineligibility), coverage for ineligible dependent will be retroactively terminated to date of ineligibility and Employee contributions will be retroactively adjusted, if necessary. If timely notification of ineligibility is not made, coverage for ineligible dependent will be retroactively terminated to date of ineligibility, and no adjustment to Employee contributions will be made.

VI. Limitation of Benefits for Highly Compensated and Key Employees

It is the intent of the Company that the election made by a Participant under the Plan shall not result in taxable income merely due to the available election and that all benefits provided under any election under the Plan be nontaxable to the extent permitted under Code Section 125, other Sections of the Code that are applicable to the Group Plans, and any applicable regulations. To the extent that it is necessary to preserve the nontaxable nature of elections made by Participants who are Highly Compensated Members, Highly Compensated Employees, or Key Employees (as defined under Code Sections 125(e)(1), 414(q), and 416(i), and the regulations thereunder), the Company reserves the right to: (1) limit benefits provided to Key Employees to no more than 25 percent of the aggregate of such benefits provided to all Employees under the Plan; (2) provide the Plan to a group or classification of Employees which the Internal Revenue Service shall not find discriminatory in favor of Highly Compensated Employees or Highly Compensated Members; (3) limit the contributions or benefits provided to Highly Compensated Employees so as to avoid discrimination in favor of that group; and (4) convert and/or recharacterize salary reduction elections of Highly Compensated Employees from pre-tax to after tax elections so as to avoid discrimination in favor of that group.

VII. Claim Procedures

The Plan provides automatic deduction of certain premiums for the Group Plans from Participants' pay, and for employer and Employee contributions to a Participant's HSA. It does not provide additional benefits. Any claim for benefits under one of the Group Plans must be pursued through the claim procedures of that Group Plan.

If you feel you have an eligibility claim under the Plan, you must file it with, or mail it to, Marathon's Benefits Administration, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. Written notice of the disposition of a claim shall be furnished to you within 60 days after the claim is filed. In the event the claim is wholly or partially denied, the reasons for the denial shall be specifically set forth in writing, and:

- A. Pertinent provisions of the Plan text shall be cited;
- B. A description of any additional material or information necessary for the claimant to request a review of the claim and an explanation of why such material or information is necessary will be provided; and
- C. An explanation as to how the claimant can request a review of the claim will be given.

Any claimant, or the claimant's duly authorized representative, with an eligibility claim that was denied in whole or in part, may request a review by the Plan Administrator by filing or mailing, within 65 days after the notice of denial has been received, a written request for such review. The claimant or duly authorized representative may review pertinent documents and submit issues and comments in writing within the same 65-day period. The Plan Administrator shall make a full and fair review, and the claimant shall be given written notice of the decision within 60 days after receipt of such request. The written notice shall include specific reasons for the decision and specific references to the pertinent Plan provisions on which the decision is based. The decisions of the Plan Administrator are final and binding on all parties.

No claimant or duly authorized representative may file suit in court in relation to any claim for present or future benefits or to enforce his rights under the Plan unless and until he has requested a review for an eligibility claim under this Section VII or, with respect to a claim for benefits, has exhausted the claims and appeals procedures under the applicable Group Plans. Such claimant may not file suit until the earlier of receiving a final decision or the 60-day period allowed for such decision.

VIII. Administration

The formal name of this plan is the Marathon Petroleum 125 Plan. Plan documents may be inspected by submitting a request to your local Human Resources office or to Marathon Petroleum Company LP, Benefits Administration, 539 South Main Street, Findlay, Ohio 45840.

The Plan Administrator is Jonathan M. Osborne, P.O. Box 1, 539 South Main Street, Findlay, Ohio 45839-0001 (phone 419-422-2121). The Company shall appoint such assistant administrators as may be deemed necessary. The Plan Administrator shall be responsible for the administration and interpretation of the plan.

The Plan Administrator has the power to exercise full discretion and sole authority in all aspects of administering or interpreting the Plan, including determining the eligibility of Employees and construing the Plan's terms, which includes resolving doubtful, disputed, or ambiguous terms or provisions of the Plan; construing the Plan's intent where the plan instrument is silent; or applying Plan terms or provisions to situations not clearly or specifically addressed in the Plan's text itself. In situations in which the Plan Administrator deems it to be appropriate, the Plan Administrator may (i) exercise of such discretion, or (ii) make any other type of decision, directive, or determination necessary with respect to the Plan, in the form of a written administrative ruling which, until revoked, or until superseded by Plan amendment or by a different administrative ruling, shall thereafter be followed in the administration of the Plan.

The records of the Plan Administrator and the Company shall be conclusive in respect to all matters involved in the administration of the Plan except as otherwise provided herein or by law.

All costs and expenses incurred in administering the Plan shall be paid by the Company.

Any discretionary acts taken under the Plan by the Plan Administrator or the Company shall be uniform in their nature and shall be applicable to all similarly situated Participants, and shall be administered in a nondiscriminatory manner in accordance with the provisions of the Code. It is intended that the standard of judicial review applied to any determination made by the Plan Administrator shall be the "arbitrary and capricious" standard of review.

Decisions of the Plan Administrator made on all matters within the scope of that authority shall be final and binding upon all persons, including the Company, all Participants and beneficiaries, their heirs and personal representatives, and all labor unions or other similar organizations representing Participants.

IX. Modification and Termination

The Company reserves the right to modify or terminate this Plan, in whole or in part, in such manner as it shall determine, either alone or in conjunction with other plans of the Company. Modification or termination may be made by the Company for any reason.

X. Further Information

A. Limitation Regarding Employment

Neither the existence of the Plan nor the fact that an Employee has become a Participant in the Plan shall give any Employee any right to continued employment. Further, the Company may make decisions relating to a Participants' employment without regard to the effect which such decisions may have on the Participant's rights under the Plan.

B. No Interest or Earnings

No interest or earnings of any type shall accrue, be credited to, or be payable on any amounts that are credited on behalf of a Participant under the Plan or any supplement thereto.

C. Severability

In case any Plan provisions shall be held illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining provisions, and the plan shall be construed and enforced as if such illegal and invalid provisions had never been set forth in the plan.

D. Forfeitures

Any amount allocated on behalf of a Participant shall be forfeited by the Participant and restored to the Company if it has not been applied to provide the elected benefit for any Plan Year by the 90th day following the end of the Plan Year for which the election was effective. Amounts so forfeited shall be applied by the Company to reduce future costs.

XI. Funding

All of the amounts payable under the Plan shall be paid from the general assets of the Company, but premium payments made for the Marathon Petroleum Level Premium Life Insurance policy are paid as provided in the applicable insurance policy. Nothing herein will be construed to require the Company to maintain any fund or to segregate any amount for the benefit of any Employee, and no Employee or other person shall have any claim against, right to, or security of other interest in any fund, account, or asset of the Company from which any payment under this Plan may be made. There is no trust or other fund from which benefits are paid. While the Company has complete responsibility for the payment of benefits out of its general assets (except for premium payments paid as provided in the applicable insurance policy), it may hire an unrelated third-party paying agent to make benefit payments on its behalf.

XII. No Guarantee of Tax Consequences

Neither the Plan Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal, state, or local income tax purposes. It shall be the obligation of each Participant to determine whether each payment under this Plan is excludable from the Participant's gross income for federal, state, and local income tax purposes and to notify the Plan Administrator if the Participant has any reason to believe that such payment is not so excludable.

XIII. Participation by Other Employers and Their Employees

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP may permit subsidiaries and affiliated organizations to participate in this Plan. Currently, these participating companies include, but are not limited to, Marathon Petroleum Company LP, Marathon Petroleum Corporation, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, Marathon Refining Logistics Services LLC and Treasure Card Company LLC.

The term "Company" and other similar words shall include Marathon Petroleum Company LP and such affiliated organizations. The term "Employee" and other similar words shall include any eligible employee of these companies.