

# **Marathon Petroleum Commuter Benefits Plan**

**Effective January 1, 2020**



# Commuter Benefits Plan

## Table of Contents

- I. Purpose; Introductory Terms ..... 1
- II. Eligibility..... 1
- III. Participation ..... 1
- IV. Plan Benefits.....2
- V. Public Transportation Options ..... 2
- VI. Parking Options ..... 3
- VII. Orders..... 3
- VIII. Reimbursements..... 4
- IX. Tax Considerations ..... 4
- X. Continuation of Participation ..... 5
- XI. Transfer of Employment..... 5
- XII. Termination of Participation..... 5
- XIII. Administration of the Plan ..... 6
- XIV. General Provisions..... 7
- XV. Participation by Affiliates..... 8
- XVI. Modification and Termination of the Plan..... 8

# Commuter Benefits Plan

## I. Purpose; Introductory Terms

The purpose of the Marathon Petroleum Commuter Benefits Plan (“Plan”) is to permit eligible Employees to reduce their compensation by a selected amount on a pre-tax basis, which amount may then be used to pay certain eligible transit and parking expenses.

This Plan is intended to qualify as a “qualified transportation fringe” benefit plan under Section 132(f) of the Internal Revenue Code of 1986, as amended (“Code”), and will be interpreted and administered to accomplish that objective.

Marathon Petroleum Company LP (“MPC”) is the sponsor of the Plan.

As used in this Plan:

- “Company” means MPC or, as the context may require, one of MPC’s affiliates whose Employees are permitted to participate in the Plan from time to time; and
- “Employee” means an individual that the Company classifies as a common law employee and who is on the Company’s W-2 payroll.

## II. Eligibility

Regular Full-time and Regular Part-time Employees who work in the Company’s Denver, Colorado or Harrisburg, Pennsylvania offices are eligible to participate in the Plan immediately upon employment.

Regular Full-time Employee means an employee who has a normal work schedule of at least 40 hours per week or at least 80 hours on a bi-weekly basis.

Regular Part-time Employee means a non-supervisory Employee who is employed to work on a part-time basis (minimum of 20 hours but less than 35 hours per week), and who is not on a time, special job completion or call-when-needed basis.

You are not eligible for this Plan if you are:

- An intern, co-op, casual or common law Employee who has not been designated by the Company as a Regular Full-time or Regular Part-time Employee; or
- An individual who has signed an agreement, or has otherwise agreed, to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of such an arrangement; or
- A leased employee compensated through a leasing entity, whether or not you fall within the definition of “leased Employee” as defined in Code Section 414(n); or
- An Employee who does not work in the Denver, Colorado or Harrisburg, Pennsylvania offices.

## III. Participation

Participation in the Plan is not automatic. You must elect to participate in the Plan. You may make an election in to participate in the Plan within the first 10 days of each month to be effective for the following month. Elections may be made on a monthly or recurring basis.

# Commuter Benefits Plan

## IV. Plan Benefits

- A. Pre-tax Deductions: The Code allows you to use pre-tax dollars toward transit pass and/or qualified parking expenses. Amounts cannot exceed the monthly statutory limit as established under Code Section 132(f)(2). For 2020, you are permitted pre-tax deductions of up to \$270 per month for transit passes and up to \$270 per month for parking.
- B. Company Contribution: MPC will provide up to \$200 per month toward any parking or transit pass benefit. This amount is pre-loaded in the PayFlex order system. The \$200 Company contribution will be applied to your first order with any remaining amount applied to your second order, if applicable, within the same month. Any amount exceeding \$200 will be deducted from your pay on a pre-tax basis and divided among the first two pay periods of each monthly payroll cycle. Any remaining Company contribution amount not utilized with your order will not be carried over to the next month. Each month begins a new order month and new company contribution.
- C. Rollover Contribution: If you have a rollover balance from the previous vendor, Rocky Mountain Reserve, as of January 1, 2018, funds are available for monthly orders.

Monthly orders will follow this sequence for payment:

1. Company contribution,
2. Rollover contribution,
3. Unused credits, then followed by
4. Payroll deductions.

## V. Public Transportation Options

- A. Commuter Check® Transit Voucher: A Commuter Check® transit voucher can be used to purchase transit passes, tickets, cards, or other fare media from transit providers and retail merchants. You can order multiple Commuter Check® transit vouchers with denominations. Commuter Check® transit vouchers are valid for 13 months.
- B. Commuter Check® Transit Card: The Commuter Check® transit card is a reloadable commuter benefit card accepted at public transit agencies or designated transit retail centers where only transit passes, tickets, fare cards, and passes are sold. The Commuter Check® transit card can be used at fare vending machines nationwide.

The Commuter Check® transit voucher and the Commuter Check® transit card are each intended to be a “transit pass” as defined under Code Section 132(f).

# Commuter Benefits Plan

## VI. Parking Options

- A. Monthly Direct Pay: You enter your parking provider data and other information about your existing monthly parking arrangement with PayFlex paying your parking expenses directly each month.
- B. Commuter Check® Parking Vouchers: A Commuter Check® parking voucher is a voucher made payable directly to a parking provider and is used to pay for parking expenses. Commuter Check® parking vouchers may be used to purchase one or more types of parking, and you can order as many vouchers as needed for multiple parking providers. These vouchers come in flexible denominations and are valid for 13 months.
- C. Commuter Check® Parking Card: The Commuter Check® parking card is a pre-paid debit card that offers the functionality of a voucher with the convenience of a reloadable, personalized, debit card for use at parking facilities nationwide. No receipts are necessary when using a Commuter Check® parking card. You will receive one card which will be funded with the amount you specify each month.

**NOTE: The LAZ monthly parking option for Denver office employees is not part of the PayFlex commuter program. To enroll or elect this option, employees must contact the Denver Human Resources office.**

The parking options described here are intended to be for “qualified parking” expenses as defined under Code Section 132(f).

## VII. Orders

- A. Monthly Orders: Orders must be entered no later than the 10th of each month for the following benefit month. For example, to receive an order for use in January, you must place your order on or before December 10th. You can change an order, provided it is completed prior to the 10th of the month for the following benefit month.
- B. Recurring Orders: Parking and transit orders can be entered on a recurring basis and will be sent to you each month, automatically. Your order will be either mailed or entered on your card, depending upon your order election.
- C. Retroactive Changes: Retroactive changes cannot be made. Amounts due will be deducted from the first two payroll periods of the month you receive the service. For example, January orders will be payroll deducted during the first two pay periods of January.

**All questions regarding your Commuter Benefit account can be directed to PayFlex.**

**[www.payflex.com](http://www.payflex.com)**

**1-844-PAYFLEX (1-844-729-3539)**

# Commuter Benefits Plan

## VIII. Reimbursements

There are three ways to obtain reimbursement for eligible parking and transit pass expenses under the Plan:

### A. Monthly Direct Pay Program

Parking payments scheduled to take place automatically each month. A debit card will arrive before the first day of the benefit month of your first order. Each subsequent order will automatically load to your benefit card, if you elect the recurring option.

For debit card eligibility, you must agree to the terms and conditions of the debit card program as set forth in the electronic payment cardholder agreement administered by PayFlex, including limitations as to card usage and the Plan's right to withhold and offset for ineligible claims.

### B. Commuter Check®

1. **Parking:** Commuter Check® parking vouchers are made payable directly to parking providers and are used to pay for parking expenses. Commuter Check® parking vouchers may be used to purchase one or more types of parking, and you can order as many vouchers as needed for multiple parking providers.
2. **Redemption:** When redeeming Commuter Check® parking vouchers, you cannot receive cash back for the difference between the expense and the balance. Commuter Check® parking vouchers are valid for 13 months and are treated like cash; they will not be refunded, replaced or exchanged when lost, stolen, damaged or expired.

### C. Pay Yourself Back

Enroll in the cash reimbursement option online. Select a monthly amount (as limited by the maximum established by the IRS) to set aside for parking expenses. Simply pay your parking expense with a personal credit card, cash, or check, and then submit a claim to pay yourself back. Claims may be submitted online or via a paper claim form for reimbursement.

Claim forms can be obtained on the web at [www.payflex.com](http://www.payflex.com) after you register, or by calling PayFlex Customer Service at 1-844-PAYFLEX (1-844-729-3539).

## IX. Tax Considerations

Your monthly deductions are “pre-tax,” meaning that they reduce the amount of your compensation subject to (a) federal income tax, (b) as applicable, state and local income taxes, and (c) Medicare and Social Security (“FICA”) taxes. While this pre-tax treatment may reduce your net out of pocket costs under the Plan, the reduction in your compensation subject to FICA taxes may impact the amount of your eventual benefit amount under Social Security.

Benefits paid under the Plan may be excludable from your income for federal, state and local income tax purposes.

**You are responsible for determining whether each payment under the Plan relating to your claimed covered Plan expenses is excludable from your gross income for federal, state and local income tax purposes, and to notify the Plan Administrator if you have any reason to believe that such payment is not so includable.**

# Commuter Benefits Plan

## **X. Continuation of Participation**

You may be able to continue participation in the Plan during a leave of absence for up to six months, as follows:

- A. Participation may continue for up to six months if you are on any of the following leaves of absence:
  - Military Leave,
  - Medical Leave, and
  - Family Leave.
- B. Participation terminates if you are on a leave of absence other than described in A, such as an Educational Leave or Personal Leave.

If you continue participation during an eligible type of leave of absence, your salary reduction contributions will continue to be deducted on a pre-tax basis from your compensation, including sick benefits while on Medical leave, or military pay while on Military Leave.

## **XI. Transfer of Employment**

If you are transferred to another employer within the controlled group to which MPC belongs or to a work location other than the Denver, Colorado or Harrisburg, Pennsylvania offices, you will remain a participant in the Plan. Salary reduction contributions will continue through the month of the order election in which you are transferred. Future contributions may be elected when you are again transferred to the Denver, Colorado or Harrisburg, Pennsylvania offices.

## **XII. Termination of Participation**

Your participation in the Plan will end upon the earlier of (a) your termination of employment, or (b) the date on which MPC amends or terminates the Plan such that no further participation is permitted.

In the event you terminate employment, orders that are month-specific will have funds available until the end of the month the termination occurs. If an order is pay per use, unused funds at your termination of employment will be available until they are used or expire. Any funds not used by the employee are forfeited.

# Commuter Benefits Plan

## **XIII. Administration of the Plan**

### A. Plan Administrator

MPC shall designate the “Plan Administrator,” which shall be a committee, or an individual, or in the absence of either, MPC. The “Plan Administrator” is currently Jonathan M. Osborne.

The Plan Administrator shall supervise the Plan’s administration. It is the principal duty of the Plan Administrator to see that this Plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan.

### B. Powers of the Plan Administrator

The Plan Administrator shall have such duties and powers as it considers necessary or appropriate to discharge its duties. The Plan Administrator shall have the exclusive right to interpret the Plan and to decide all matters thereunder, and all determinations of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding on all persons.

### C. Reliance on Participant, Tables, etc.

The Plan Administrator may rely upon the direction, information or election of a participant as being proper under the Plan and shall not be responsible for any act or failure to act because of a direction or lack of direction by a participant. The Plan Administrator will also be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports that are furnished by accountants, attorneys, or other experts employed or engaged by the Plan Administrator.

### D. Provision for Third-Party Plan Service Providers

The Plan Administrator, subject to approval of MPC, may employ the services of such persons as it may deem necessary or desirable in connection with the operation of the Plan. Unless otherwise provided in the service agreement, obligations under this Plan shall remain the obligation of the Company.

### E. Liability

To the extent permitted by law, the Plan Administrator shall not incur any liability for any acts or for failure to act except for their own willful misconduct or willful breach of this Plan.

### F. Compensation of Plan Administrator

Unless otherwise determined by MPC and permitted by law, any Plan Administrator who is also an employee of MPC or any of its affiliates shall serve without compensation for services rendered in such capacity, but all reasonable expenses incurred or paid in the performance of their duties shall be paid by MPC.



# Commuter Benefits Plan

## G. Inability to Locate Payee

If the Plan Administrator is unable to make payment to any participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

## H. Effect of Mistake

In the event of a mistake as to the eligibility or participation of an Employee, or the allocations made to the account of any participant, or the amount of benefits paid or to be paid to a participant or other person, the Plan Administrator shall, to the extent it deems possible, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such participant or other person the credits to the account or distributions to which he or she is properly entitled under the Plan. Such action by the Plan Administrator may include withholding of any amounts due to the Plan or the Company from compensation paid by the Company.

## **XIV. General Provisions**

### A. Limitation Regarding Employment

Neither the existence of the Plan nor the fact that you have become a Plan participant will give you any right to continued employment. Further, the Company may make decisions relating to your employment without regard to the effect that such decisions may have on your 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 your behalf under the Plan.

### 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. Non-Assignability

No benefit under this Plan may be voluntarily or involuntarily assigned or alienated and any attempt to do so shall be void and unenforceable.

### E. Governing Law

This Plan shall be construed, administered and enforced according to the laws of the State of Ohio, to the extent not superseded by the Code or other federal law.

# Commuter Benefits Plan

## **XV. Participation by Affiliates**

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP may permit subsidiaries and affiliated companies to participate in the 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.

## **XVI. Modification and Termination of the Plan**

Marathon Petroleum Company LP reserves the right to modify or terminate this Plan in whole or in part in such manner as it shall determine.