



Marathon Petroleum Thrift Plan Summary Plan Description

This is merely a summary of the Marathon Petroleum Thrift Plan. This summary was developed to cover only the circumstances applicable to most members; it does not fully cover all circumstances. If there is ever a conflict between the language of this Summary and the legal Plan document, the legal Plan document will be followed. This Summary is as of January 1, 2018, unless noted otherwise.

The Plan document is periodically updated. As such, this Summary cannot reflect Plan changes made after the Summary was written. You will receive a notice summarizing any important Plan changes after they are made. You should keep those supplemental notices with this Summary so you will always have a current Plan summary.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933.



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Marathon has contracted with Fidelity Institutional Retirement Services Company (“Fidelity”) to provide recordkeeping services to Thrift Plan members. Most Thrift Plan transactions can be initiated by logging onto the Fidelity NetBenefitsSM website, available at www.netbenefits.com/marathonpetroleum, or by calling Fidelity at 1-866-602-0595, a toll-free number for members in the continental U.S. Members who are hearing impaired may call Fidelity at 1-800-655-0962 (TDD).

This Summary Plan Description (sometimes referred to as this “Summary” or “SPD”) describes the provisions of the Marathon Petroleum Thrift Plan document. References to the “Plan” or the “Thrift Plan” in this summary refer to the Marathon Petroleum Thrift Plan.

Capitalized terms used herein, but not defined, shall take on the meaning as specified in the Plan document.

I. Purpose

The purpose of the Plan is to assist employees in maintaining a steady program of savings, in supplementing their retirement income, and in meeting their financial emergencies. The Plan is intended to be qualified under Section 401(a) of the Internal Revenue Code (the “Code”), and is subject to the provisions of Titles I, II and III of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Benefits under the Plan are not insured by the Pension Benefit Guaranty Corporation (“PBGC”) because the Plan is a profit-sharing plan and profit-sharing plans are not eligible for coverage by the PBGC.

II. Eligibility

Any employee of Marathon Petroleum Company LP (the “Company”) or of a Participating Employer (the list of Participating Employers can be found under Article XXVI) within the Controlled Group (generally means the Company and all entities considered to be controlled by or affiliated with the Company based on rules under applicable tax laws) is eligible to become a member of the Plan unless that employee (a) is covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan, (b) 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 the arrangement; (c) is a leased employee, whether or not the leased employee falls within the definition of “leased employee” as defined in Section 414(n) of the Code, or (d) is an employee of Speedway LLC or Speedway Prepaid Card LLC regularly classified as salary grade 11 or below.

If a member terminates employment and is subsequently reemployed by a Participating Employer, membership in the Plan may commence on the first day of such reemployment.

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III. Joining the Plan

Participation in the Plan is entirely voluntary. Enrollment information from Fidelity will be sent to eligible employees, who will then be able to commence membership by electing to enroll in the Plan. This will generally occur within two weeks of the eligibility date or as soon as administratively possible.

Enrollment

To enroll in the Plan, an employee must elect contribution percentages and investment options by:

- Logging on to www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website; or
- Contacting Fidelity at 1-866-602-0595; and
- Submit a Beneficiary designation to Fidelity via online designation or a paper form.

IV. Classes of Membership

The manner in which a member is permitted to direct their account(s) depends on the class of membership to which the member belongs. See Appendix A for a Summary of Eligible Transactions by Membership Type. The classes of membership are:

Active Member

- An eligible employee of a Participating Employer who is receiving Gross Pay and has elected to make contributions to the Plan.

Member with Account(s) in Suspense

- A member who transfers at the request of the employer to a non-Participating Employer within the Controlled Group or a member who is reclassified into a position with a Participating Employer that is excluded from participation in this Plan.
- A member who is an eligible employee of a Participating Employer and has voluntarily or involuntarily had member contributions suspended (for example, a member on an approved leave of absence who is not receiving gross pay).
- A Deferred Member who is subsequently rehired by a non-Participating Employer of the Controlled Group.
- A Scurlock Permian employee who, on the closing date of the sale of Scurlock Permian (May 18, 1999), continues employment with Scurlock Permian, the purchasing company or any affiliated company. (Former Scurlock Permian employees who are Members with Account(s) in Suspense are entitled to a total distribution from the Thrift Plan.)
- An employee who was an Active Member but whose status changes from a common law employee to a leased employee (as defined in subject to under Section 414(n)(2) of the Code) of a Participating Employer and/or a member of the Controlled Group.

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Retired Member

- A member who separates employment from a member of the Controlled Group, provided they are at least age 50 with 10 years of vesting service upon the separation date; or
- A member who separates employment from a member of the Controlled Group at age 65 or greater.

Non-employee Member

- Deferred Member — Any member who terminates employment with all members of the Controlled Group, does not qualify as a Retired Member, and continues to maintain an open Thrift account.
 - A MarkWest Employee (as explained further in Appendix F) who terminated employment with MarkWest Hydrocarbon, Inc. (or a predecessor employer) prior to December 4, 2015 is a Deferred Member; provided however, that if such MarkWest Employee becomes employed by a member of the Controlled Group on or after December 4, 2015, his or her membership status shall be determined by the terms of the Plan.
- Spouse Beneficiary Member — A Beneficiary who was the spouse of an Active Member, Retired Member or a Member with Account(s) in Suspense at the time of such member's death. The term "spouse" will include the same-sex spouse of a member. Individuals, whether part of an opposite-sex or same-sex couple, who have entered into a registered domestic partnership, civil union, or other similar formal relationship that is not denominated as marriage under the laws of that state, will not be treated as married under the Plan. For this purpose, the term "state" means any domestic or foreign jurisdiction having the legal authority to sanction marriages.
- Beneficiary Member — A Beneficiary other than a Spouse Beneficiary as defined above.
- Alternate Payee Member — An individual who as the result of a Qualified Domestic Relations Order has been given certain rights relative to a member's account(s).



V. Member Contributions

Members may elect to change the rate of their contributions or to voluntarily suspend or resume their contributions at any time, with each change becoming effective as soon as administratively possible after the Plan has been notified of the change.

Members may make the following types of contributions to the Plan:

Pre-Tax Contributions

Active Members may elect to make Pre-Tax Contributions from 1% to a maximum of 75% of gross pay (in whole percentages only).

Pre-Tax Contributions are, for tax purposes, excluded from gross pay and are not taxable to the member at the time they are contributed. The primary tax deferral under Pre-Tax is federal income tax. In addition, certain state taxes may be deferred depending on a member's location.

Roth Contributions

Active Members may elect to make Roth Contributions from 1% to a maximum of 75% (in whole percentages only) of gross pay.

The dollar amount of Roth and Pre-Tax Contributions combined may not exceed the maximum annual dollar limit pursuant to Code Section 402(g).

After-Tax Contributions

Active Members may elect to make contributions on an After-Tax basis from 1% to a maximum of 75% (in whole percentages only) of gross pay, except that Highly Compensated Employees (as defined by the IRS, generally means members who earn more than \$120,000 annually, as increased by cost-of-living adjustments) will not be eligible to make After-Tax Contributions on or after January 1, 2016.

Catch-Up Contributions

Eligible Members may elect to make Catch-Up Contributions (which includes Roth Catch-Up Contributions) from 1% to 75% (in whole percentages only) of Gross Pay, subject to IRC regulations. Catch-Up Contributions shall be permitted only for Members who will attain age 50 before the close of the Plan Year and have reached the limits of Code Section 402(g) or any other limitations on Pre-Tax or Roth Contributions for that Plan Year.

The maximum contribution percentage of Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and Catch-Up Contributions combined is 75%.

Roth In Plan Conversion

Members, except Beneficiary Members, may elect to "convert" all or a portion of their vested accounts within the Plan that are distributable and eligible for distribution and qualify as an eligible rollover distribution to a Roth Conversion account that is also within the Plan. Amounts converted will be included in gross income as if distributed in the year of conversion.

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Gross Pay

“Gross pay” means all wages, salaries and other amounts received (without regard to whether an amount is paid in cash) for personal services actually rendered by an eligible employee in the course of employment with a Participating Employer to the extent that the amounts are includible in the eligible employee’s gross income for federal income tax purposes, and shall only include remuneration items that constitute compensation within the meaning of Code Section 415(c)(3) and Treasury Regulations Section 1.415(c)-2, including, but not limited to: (a) commissions and bonuses; (b) Differential Pay; (c) the Marathon Petroleum Success Through People (“STP”) payouts and other annual incentive compensation program payouts; and (d) sick pay (including short-term disability payments made by a Participating Employer), vacation pay or holiday pay. However, gross pay will not include those items of compensation listed in Treasury Regulations Section 1.415(c)-2(c), including, but not limited to: (a) reimbursements or other expense allowances (including, but not limited to, relocation expenses, company-paid parking and transportation expenses, tax allowances, moving expenses and automobile allowances); (b) fringe benefits (cash and non-cash), deferred compensation (including, but not limited to, performance share awards), certain employee prizes (including awards such as MarAwards and awards similar thereto), premiums for group-term life insurance, and welfare benefits (exclusive of short-term disability benefits paid by a Participating Employer); (c) employer contributions to a deferred compensation plan to the extent that contributions are not included in the eligible employee’s gross income for federal income tax purposes; (d) distributions from a deferred compensation plan (whether non-qualified and unfunded or tax-qualified); (e) amounts realized from the disposition of stock acquired under a qualified stock option; (f) other amounts that receive special tax benefits; and (g) severance payments made after the eligible employee’s employment termination date.

Where an eligible employee terminates employment with the Controlled Group, gross pay shall include regular compensation for services actually performed during regular working hours (including, but not limited to, overtime, commissions, and bonus compensation) that is paid after employment termination solely because the applicable pay date occurs after the employee’s employment is terminated, but shall not include, in any circumstance, (a) amounts paid after the later of the end of the Plan Year that includes the employee’s employment termination date or 2½ months after the employment termination date, (b) remuneration for accrued vacation or other leave paid after the employment termination date; (c) salary continuation paid after the employment termination date; or (d) severance pay paid after the employment termination date.

Differential Pay means any payment made by a Participating Employer to an eligible employee with respect to any period during which the eligible employee is performing service in the uniformed services (as defined in USERRA) while on active duty for a period of more than 30 days, the amount of which represents the difference, if any, between the wages the eligible employee would have received from the Participating Employer if the eligible employee were performing service for the Participating Employer and the military pay the eligible employee receives while on active duty performing service in the uniformed services.

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For purposes of the Plan, the amount of a member's gross pay shall be calculated so as to include any amount of Pre-Tax Contributions, contributions made to the Marathon Petroleum 125 Plan and contributions to the Health Care Flexible Spending Account. However, the maximum annual compensation recognized by the Plan for a Plan member may not exceed the amount set forth under Internal Revenue Service ("IRS") rules, as adjusted from time to time in accordance with the law.

Gross pay that a member has elected to contribute to the Plan will be contributed as soon as administratively practicable following the pay date of the deduction, but in no event later than the fifteenth business day of the month following the month in which the pay date occurs.

Automatic Increase Program

Active Members may voluntarily elect to utilize Fidelity's Automatic Increase Program which allows automatic annual increases in member contributions by a specified percentage on a specified date, subject to Plan provisions and IRC regulations. Such Automatic Increase Program can be revoked at any time.

Rollover Contributions and Direct-Plan Transfer Contributions

Subject to Plan Administrator approval and certain limited exceptions, Active Members, Members with Account(s) in Suspense, and Retired Members may make Rollover Contributions or Direct-Plan Transfer Contributions of qualified distributions from any other qualified plan or IRA. However, Roth Rollover Contributions will only be accepted from another tax-qualified plan. Deferred Members may also make Rollover Contributions as described above, but may not make Direct-Plan Transfers. In certain limited circumstances described in the Plan document, Rollover Contributions may be accepted from Retired Members who had previously closed their Thrift account(s) and from individuals who are eligible to become Active Members, but have elected not to contribute to the Plan.

All Rollover Contributions or Direct-Plan Transfer Contributions are subject to the terms and guidelines set forth by the Plan Administrator and consist of cash, unless the Plan Administrator agrees, in its sole discretion, to accept any property other than cash. Rollover Contributions must be made by members within 60 days after the member has received their distribution from such eligible retirement plan or IRA. The member must provide adequate documentation relating to the qualified plan or IRA.

VI. Matching Contributions

The Participating Employers will, for any given pay period, match each member's Pre-Tax, Roth or After-Tax Contributions up to a maximum of 6% of Gross Pay received during the pay period at a rate of \$1.17 per dollar contributed. A Participating Employer will not make Matching Contributions on behalf of a member who is covered by a collective bargaining agreement unless the Participating Employer has entered into a definitive agreement with a member's union expressly requiring the Participating Employer to contribute Matching Contributions.

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Matching Contributions will be made on a pay-period-by-pay-period basis such that the Participating Employer will contribute Matching Contributions each pay period based on the member's gross pay and Pre-Tax, After-Tax, and Roth Contributions for that pay period. The Participating Employer will true-up Matching Contributions after the end of the Plan Year so that the member's aggregate Matching Contributions for the Plan Year shall equal the amount determined under the Matching Contribution formula above using the member's gross pay and Pre-Tax, After-Tax, Catch-Up and Roth Contributions for the Plan Year.

The Company will not match Rollover Contributions and Direct-Plan Transfer Contributions.

VII. Maximum Contributions Limitation

The Code limits amounts going into a member's account in a number of ways, including:

1. Limitations on After-Tax Contributions by employees identified as Highly Compensated Employees;
2. An overall dollar limit on Pre-Tax and Roth Contributions, excluding Catch-Up Contributions (\$18,500 in 2018, as increased by cost-of-living adjustments);
3. An overall dollar limit on Catch-Up Contributions (\$6,000 in 2018, as increased by cost-of-living adjustments); and
4. Limitations on annual additions. The total annual additions to a member's account(s) (from employee and Matching Contributions as well as forfeitures but excluding Catch-Up Contributions) for any calendar year cannot exceed the lesser of \$55,000 (for 2018, as increased by cost-of-living adjustments) or 100% of the member's compensation for that year.

In addition, a member's Gross Pay that may be taken into account under the Plan is limited to the IRS annual compensation limit (\$275,000 for 2018, as increased by cost-of-living adjustments) as established under the Code.

In unusual situations, the Plan Administrator may be forced to reduce the rate of your Pre-Tax and Roth Contributions, return a portion of those contributions to you, or forfeit Matching Contributions in order to comply with IRS rules.

VIII. Thrift Plan Accounts

Each member's contributions to the Plan and allocations of gains and losses are accounted for using the following accounts:

Pre-Tax Account

- This account contains all Pre-Tax Contributions and related earnings.

Pre-Tax Catch-Up Contribution Account

- This account contains all Pre-Tax Catch-Up Contributions made by eligible members and the related earnings.

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After-Tax Account

- This account contains (1) all post-1986 tax-paid contributions and related earnings, and (2) all pre-1987 tax-paid contributions and related earnings. A separate subaccount of this account contains the pre-1987 tax-paid contributions and related earnings.

Roth Contribution Account

- This account contains Roth Contributions and the related earnings.

Rollover Accounts

- Pre-tax rollover account — Contains all pre-tax monies contributed to the Plan and related earnings, as the result of a rollover from another tax qualified plan or IRA.
- After-tax rollover account — Contains all after-tax monies contributed to the Plan and related earnings, as the result of a rollover from another tax qualified plan.

Roth Rollover Account

- This account contains all Roth amounts that have been rolled over from another tax-qualified plan and the related earnings.

Company Matching Account

- This account contains all Matching Contributions and related earnings made with respect to periods prior to January 1, 2016.

Safe Harbor Matching Contribution Account

- This account contains all Matching Contributions and related earnings made with respect to periods on or after January 1, 2016.

Roth Catch-Up Account

- This account contains all Roth Catch-Up Contributions and related earnings.

Roth In-Plan Conversion Account

- This account contains amounts that have been converted and the related earnings.

Daily, monthly or quarterly statements are available online at the Fidelity NetBenefitsSM website (www.netbenefits.com/marathonpetroleum). A member may also elect to receive written statements on a quarterly basis. Once each year Fidelity will send a “Notice of Statement Availability” reminding members how to access online statements or how to switch to written statements. Included with each statement is a description of the Plan’s investment funds’ performance results. Amounts allocated to Fidelity BrokerageLink will be shown in total on the statements. Separate information on investment elections with Fidelity BrokerageLink will be provided by Fidelity.

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Pre-Tax Versus After-Tax/Roth: An Example*

What is the impact of Pre-Tax Contributions versus After-Tax/Roth Contributions? Here is a comparison between an 8% Pre-Tax Contribution and an 8% After-Tax/Roth Contribution. The following tax calculations are based on the 2018 Federal Tax Withholding Schedule; single based on single tables and married based on married-filing jointly tables with two exemptions.

In the example below only Company salary was taken into consideration. Since a two-income household may be taxed at a higher rate, participation in Pre-Tax may result in greater annual net pay when compared to traditional After-Tax/Roth savings.

Federal Withholding Schedule Effective January 1, 2018	Single One withholding allowance = \$4,150		Married Two withholding allowances = \$8,300	
	After-Tax/Roth	Pre-Tax	After-Tax/Roth	Pre-Tax
Annual Pay	\$50,000	\$50,000	\$50,000	\$50,000
Pre-Tax Contribution	0	\$ 4,000	0	\$ 4,000
Taxable Pay (= Annual pay less withholding allowance and Pre-Tax)	\$45,850	\$41,950	\$41,700	\$37,700
Federal Tax	\$ 5,213	\$ 4,388	\$ 3,237	\$ 2,757
Annual Pay Minus Federal Tax	\$44,787	\$41,612	\$46,763	\$43,243
After-Tax/Roth Contribution	\$ 4,000	0	\$ 4,000	0
Net Pay (before other taxes and deductions)	\$40,787	\$41,612	\$42,763	\$43,243

This example does not take into consideration the impact of tax deferral under the income tax laws of a number of states.

IX. Investment Options

The Plan offers a wide range of active investment options, listed online at the Fidelity NetBenefitsSM website (www.netbenefits.com/marathonpetroleum) and in Appendix B, in which members may direct monies and hold balances. The investment options available in the Plan are structured in four distinct groups: Tier 1 – Core Funds, Tier 2 – FIAM Commingled Pool Funds, Tier 3 – BrokerageLink, and Tier 4 – Other Funds, which includes the Marathon Petroleum Corporation common stock fund and the frozen investment option that is invested in Marathon Oil Corporation common stock. There is no guarantee of either investment return or safety of principal in any of the Plan's investment options, although the various choices represent different investment objectives and risks. The Marathon Petroleum Corporation Savings Plans Investment Committee has the authority under the Plan to add new investment options or eliminate current investment options at any time. The Marathon Petroleum Thrift Plan Prospectus Supplement provides financial returns for each of the Tier 1 and Tier 2 funds and the Marathon Petroleum Corporation common stock fund for each of the past three fiscal years (or such lesser period for which the data with respect to each investment fund is available).

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Frozen investment options may hold balances but no additional contributions or exchanges may be directed into them.

Members can direct the investment of their contributions and existing account balance amounts in active investment options in increments of 1%. This applies to funds being invested in their Pre-Tax, Roth, After-Tax, and Rollover Accounts as well as the Company Matching Account (if applicable) and the Safe Harbor Matching Contribution Account (if applicable).

If no elections are made, contributions will be invested in the FIAM Commingled Pool Fund that has a target retirement date closest to the year a member might retire, based on the member's current age and assuming a normal retirement age of 65. This fund is referred to as the default fund.

Prior to investing in any of the Plan's mutual fund investment options, including those available through BrokerageLink, members should first obtain and review a copy of that fund's prospectus. Prospectuses are available for all of the core mutual fund investment options by logging onto Fidelity NetBenefitsSM at www.netbenefits.com/marathonpetroleum or calling the Recordkeeper, Fidelity, toll free at 1-866-602-0595. Individual mutual funds may have rules and penalties governing transaction limitations (excessive or abusive trading stipulated by Fidelity). Such rules and penalties can generally be found in the Fund's prospectus. Fund prices are available at the same number and most newspapers publish information on all of the mutual fund investment options offered by the Plan.

A member may change their investment option(s) at any time, with each change becoming effective as soon as administratively possible.

Members may invest some or all of their Plan accounts in the Marathon Petroleum Corporation common stock fund. Marathon Petroleum Corporation common stock will be purchased at market price on the date the transaction is posted to the member's account by the Trustee. Special rules apply to contributions and transfers to, and transfers from, this investment fund. These transactions will be made through a broker and will be settled in the stock market. The cost of commissions charged by the broker to complete the transaction in Marathon Petroleum Corporation common stock will be charged against the member's account.

Members who have invested in the Plan's Marathon Petroleum Corporation common stock investment option have the right to direct voting of the number of shares held in that investment option of their account pursuant to the Plan's Trust. The Plan's Trust requires that information regarding member voting of shares be kept confidential by the Trustee. This includes, but is not limited to, member voting in response to a tender offer. The Trustee is responsible for implementing this requirement and the Plan Administrator as named fiduciary has authority to establish administrative procedures to ensure the confidentiality requirement is enforced.

Some investment options may pay dividends from time to time. Dividends and interest will be directed to the option which generated such dividend and interest even if the member is no longer contributing to that option. The exception is frozen MRO stock dividends, which shall be reinvested according to the investment election in force at the time such dividend becomes payable.

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The Thrift Plan has two levels of professionally managed account services and investment advice for Plan members offered through Financial Engines, Investment Advice and Account Management. The Investment Advice option provides members with specific fund recommendations and an easy to follow action plan for their execution. There is no additional cost to the member for this service. With the Account Management option, members delegate decision making authority to a registered investment adviser who researches and analyzes the options available in the Plan, creates a customized investment strategy, and provides on-going account monitoring and rebalancing. Members utilizing this option will pay a management fee based on the size of the account balance.

The Plan intends to meet the requirements of ERISA Section 404(c) and its regulations. Under these rules, the Plan fiduciaries may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by a member or Beneficiary.

X. Transfers

Subject to administrative procedures established under the Plan, a member may at any time direct the Trustee, Fidelity Management Trust Company, to sell any or all of the assets in the member's account(s) in whole percents, shares/ units, or dollar increments and at the same time inform the Trustee how to distribute the proceeds of such sale into other investment options.

The member may direct the Trustee to execute transfers daily, subject to administrative procedures established under this Plan. When the member directs the Trustee to buy or sell investments, the member will receive or pay the share price when executed.

Members are not permitted to make a direct exchange from Stable Value to Fidelity Money Market Trust Retirement Government Money Market Portfolio or to Fidelity BrokerageLink (considered "competing" funds). Before exchanging from Stable Value, members must first exchange to a "noncompeting" fund for 90 days.

Members can obtain information on their account(s) in the following ways:

- Call Fidelity at 1-866-602-0595;
- Log on to www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website; or
- Through statements made available to each member online or quarterly via paper.

XI. Vesting

The term "vesting" refers to a member's non-forfeitable right to the assets in the member's account. To be vested means that the member's account balance belongs to the member and cannot be forfeited for any reason. A member is fully and immediately vested in their member contributions, including Pre-Tax Contributions, Roth Contributions, After-Tax Contributions, and Matching Contributions made to the Plan with respect to periods on or after January 1, 2016, including earnings on such contributions.

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A member shall acquire a fully vested, non-forfeitable right to all Matching Contributions made to the Plan, and the earnings thereon, with respect to periods before January 1, 2016 upon the earliest of the following:

- A. The member has performed an hour of service on or after January 1, 2002 and has completed three (3) years of service;
- B. Upon attaining the Plan's normal retirement age (age 65);
- C. Retirement under the Marathon Petroleum Retirement Plan, as then in effect;
- D. The death of an Active Member or a Member with Account(s) in Suspense;
- E. The termination or partial termination of the Plan; or
- F. The Member became Disabled as an Active Member or a Member with Account(s) in Suspense at any time on or after January 1, 2016.

The Plan will consider you "disabled" if either:

- A. You have been disabled for at least two (2) years, and are wholly and continuously disabled to the extent that you are unable to engage in any occupation or perform any work for gainful compensation or profit for which you are, or may become, reasonably qualified by education, training, or experience, all as determined by the Employer's Long Term Disability Plan; or
- B. You can provide proof of a Social Security determination of disability.

Vesting Service

"Service," for the purposes of this Article XI, means the length of time in months during which a member either receives or is entitled to receive pay from a Participating Employer or a member of the Controlled Group. A member shall be credited with a year of service if the member is compensated or entitled to compensation by a Participating Employer or a member of the Controlled Group for 1,000 hours or more in a Service Year.

A member shall also receive service credit for time during which (1) the member is laid off (if such lay off is for less than 12 consecutive months) or on an approved leave status with a member of the Controlled Group; (2) the member's account(s) is held in suspense pursuant to a Complete Withdrawal; or (3) the member is a "leased employee" (as defined in the Code) for a Participating Employer or a member of the Controlled Group.

A Service Year consists of 12 months of service that begins on the date the member first performs an hour of service. For calculating vesting service after an employee's first Service Year of employment, the period for further vesting service calculations is immediately changed to a "plan year" which runs from January to December of each year. The first calendar year measurement period will be the calendar year that follows the date the employee first performs an hour of service.

For purposes of the 1,000-hour test, non-exempt employees shall have actual hours worked counted; exempt employees shall have 45 hours counted for a weekly payroll and 90 hours counted for a bi-weekly payroll; non-exempt and exempt members on an approved leave of absence shall have 45 hours counted for a weekly payroll and 90 hours counted for a bi-weekly payroll.

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Contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code. Loan repayments will be suspended as permitted under Section 414(u) of the Code. If a member dies on or after January 1, 2007 while performing qualified military service, the member will be treated as having resumed employment with the Participating Employer in accordance with reemployment rights under USERRA on the day preceding the member's death and the member will be deemed to have terminated employment on the actual date of death.

Service with Other Employers in the Controlled Group

If a former employee of a Participating Employer is hired (for reasons other than a transfer) by a non-Participating Employer of the Controlled Group, or a former employee of a member of the Controlled Group is hired (for reasons other than a transfer) by a Participating Employer, vesting service within the Controlled Group will be recognized for purposes of computing vesting service under the Plan, provided such vesting service is attributable to time while the employer(s) was a member of the Controlled Group.

If a former member or Retired Member is subsequently reemployed by the Company or a Participating Employer of the Controlled Group, all prior service that has been credited for vesting purposes by the Plan shall be reinstated.

The Plan will recognize the following service:

- A. Previous Speedway LLC vesting service will be recognized back to January 1, 1998;
- B. Previous service with an employer of the Controlled Group of Marathon Oil Corporation will be recognized for vesting purposes through June 30, 2011;
 - a. Previous service with an employer of the Controlled Group of Marathon Oil Corporation after June 30, 2011 will not be recognized for vesting purposes under the Thrift Plan.
 - b. For Delayed Transfer Employees, as defined in the Employee Matters Agreement, service through the date of transfer will be recognized for vesting purposes under the Thrift Plan.
- C. Previous employment with USX or U.S. Steel and the wholly-owned subsidiaries of USX Corporation between March 11, 1982 and December 31, 2001 (the effective date of the U.S. Steel spin-off from USX) will be recognized for vesting purposes.
 - a. Service with United States Steel Corporation on or after December 31, 2001 will not be recognized for vesting purposes.

Service with Other Employers

Members who were employed by an employer at the time such employer was acquired by a member of the Controlled Group may, with the approval of the Corporation's Board of Directors ("Board") or any committee to which the Board has specifically delegated sufficient authority, be entitled to additional vesting service based on employment with the acquired employer. Refer to Appendix C for information relative to service with acquired companies which is recognized for vesting purposes.

Service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

Thrift Plan Summary Plan Description



Notwithstanding anything herein to the contrary, employees who are terminated within 24 months of a Change of Control (as defined in the Plan document) will become immediately vested in their accounts under the Plan. The foregoing applies only to employees classified by a Participating Employer as non-officer regular employees. A regular employee is an employee who is employed to work on a full-time or part-time basis and not on a time, special job completion, or call-when-needed basis, and who has been classified by a Participating Employer as a regular employee. This provision does not apply to employees classified as “casual employees.” A casual employee is an employee who is employed to work on a time, special job completion, call-when-needed basis, or is classified as a student worker, and who has been classified by a Participating Employer as a casual employee.

XII. In-Service Withdrawals

Notwithstanding the distribution options described below, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code to members who have attained age 70½ and to their Beneficiaries, as applicable, as described in Appendix C of the Thrift Plan document.

In-Service Withdrawal of a Portion of Thrift Balance

Payments may be made from the Plan to Active Members or Members with Account(s) in Suspense as an “In-Service Withdrawal” without such members losing other rights as they may have in the balance of their accounts.

An Active Member or a Member with Account(s) in Suspense of any age is eligible to withdraw a portion of their After-Tax, Rollover (Pre-Tax or After-Tax), Roth Rollover, and/or vested Company Matching Accounts.

Active Members or Members with Account(s) in Suspense who have attained age 59½ are also eligible to withdraw a portion of their Pre-Tax, Roth, Roth In-Plan Conversion, Pre-Tax Catch-Up, Safe Harbor Matching, and Roth Catch-Up Accounts.

Any In-Service Withdrawal is subject to the following provisions:

- No In-Service Withdrawal of less than \$100 will be permitted.
- In-Service Withdrawals are limited to a maximum of four (4) in a Plan Year. In-Service Withdrawals may be made in cash and/or securities.
- Withdrawals (excluding complete withdrawals in excess of \$35,000) can be initiated online at the Fidelity NetBenefitsSM website (www.netbenefits.com/marathonpetroleum) or by calling Fidelity at 1-866-602-0595. Proceeds may be transferred electronically to a bank account for withdrawals initiated online.

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Account and Investment Withdrawal Order for In-Service Withdrawals

Unless elected otherwise by the member, the order in which funds from the Plan are withdrawn is as follows, with the type of account taking precedence over the type of investment:

- **Account:**

1. After-Tax (pre-1987 tax-paid contributions first)
2. Rollover – After-Tax
3. Rollover – Pre-Tax
4. Company Match
5. Safe Harbor Match (to the extent permitted by the Plan and by law)
6. Pre-Tax (to the extent permitted by the Plan and by law)
7. Pre-Tax Employee Catch-Up (to the extent permitted by the Plan and by law)
8. Roth Basic
9. Roth Catch-Up
10. Roth In-Plan Conversion
11. Roth Rollover

- **Investments:**

The order in which funds will be redeemed will be based on a predetermined order as specified at www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website. For withdrawals from an account in an order other than specified at the Fidelity NetBenefitsSM website, members should call the Marathon Petroleum Thrift Plan Service Center at 1-866-602-0595.

The member may elect a different order than indicated at Fidelity NetBenefitsSM provided that all pre-1987 tax-paid employee contributions must be distributed before any funds from the Company Matching, Safe Harbor Matching and Rollover Accounts may be withdrawn.

In-Service Withdrawal of Entire Thrift Balance

Active Members or Members with Account(s) in Suspense may request an In-Service Withdrawal of their entire Thrift Balance. The amount available for this withdrawal depends on the member's age, disability status, vested status, and employment date as follows:

Fully Vested members: A fully vested member who has not attained age 59½ will receive the value of their After-Tax, Rollover, Roth Rollover and Company Matching Accounts. A fully vested member who has attained age 59½ or who is disabled (as defined below) will receive the value of their above mentioned accounts plus the value of their Pre-Tax, Pre-Tax Catch-Up, Safe Harbor Matching, Roth, and Roth Catch-Up Accounts as well as the value of their Roth In Plan Conversion Account.

Non-fully vested members: A non-fully vested member who has not attained age 59½ and who is not disabled will receive the value of their After-Tax and Rollover Accounts, excluding their Roth Rollover Account and any vested portion of their Company Matching Account. A non-fully vested member who has attained age 59½ or who is disabled will also receive the value of their Pre-Tax, Pre-Tax Catch-Up, Safe Harbor Matching, Roth Rollover, Roth Contribution, Roth In Plan Conversion and Roth Catch-Up Accounts.

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For purposes of this Plan, members will be considered “disabled” if either:

1. They have been disabled for at least two (2) years, and are wholly and continuously disabled to the extent that they are unable to engage in any occupation or perform any work for gainful compensation or profit for which they are, or may become, reasonably qualified by education, training, or experience, all as determined by the Marathon Petroleum Long Term Disability Plan; or
2. They can provide proof of a Social Security determination of disability.

Distributions due to military service: A member shall be deemed as severed from employment during any period when the member is performing service in the uniformed service while on active duty for a period of more than 30 days, as described in Code Section 3401(h)(2)(A). However, a member who obtains a distribution by reason of service in the uniformed service for more than 30 days may not make any elective deferrals or employee contributions to the Plan during the six-month period beginning on the date of such distribution.

Members who are a member of a reserve component, as defined in applicable law, and who were ordered or called to active duty for a period in excess of 179 days or for an indefinite period may request, during the period beginning on the date of the order or call to duty and ending at the close of the active duty period, a distribution of all or part of their elective deferrals.

XIII. Withdrawals After Separation From Service

Notwithstanding the distribution options described below, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code to members who have attained age 70½ and to their Beneficiaries, as applicable, as described in Appendix C of the Thrift Plan document.

Non-vested Matching Contributions are forfeited on the earlier of a complete distribution or five (5) years after the date when a member is no longer an Active Member or a Member with Account(s) in Suspense.

A vested member is entitled to receive their entire vested Thrift account when the member is no longer an Active Member or a Member with Account(s) in Suspense.

The following members may elect to defer the commencement of benefits until no later than the April 1 immediately following the calendar year in which such members attain age 70½:

- Retired Members and Deferred Members with a vested Thrift Plan balance in excess of \$5,000*; and
- All members with Account(s) in Suspense.

* Retired Members and Deferred Members with a vested Thrift Plan balance of \$5,000 or less at the time they become such a member may maintain an open Thrift account(s) until no later than 60 days after their retirement date or termination date, as applicable.

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NOTE: Withdrawals (excluding complete withdrawals in excess of \$35,000) can be initiated online by logging on to www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website, or by calling Fidelity at 1-866-602-0595. Proceeds may be transferred electronically to a bank account for withdrawals initiated online.

Spouse Beneficiary Members with a Thrift Plan balance in excess of \$5,000* may maintain an open Thrift Plan account(s) for their lifetime, subject to the minimum distribution requirements of Code Section 401(a)(9). Spouse Beneficiary Members with a Thrift Plan balance of \$5,000* or less must commence their final settlement no later than 60 days after the close of the Plan Year during which they become a Spouse Beneficiary Member. Beneficiary Members may maintain an open Thrift account(s) until no later than the fifth anniversary of the date of the member's death.

* Retired Members and Deferred Members with a vested Thrift Plan balance of \$5,000 or less at the time they become such a member may maintain an open Thrift account(s) until no later than 60 days after their retirement date or termination date, as applicable.

If a withdrawal of an Alternate Payee Member's account balance has not been made earlier, Alternate Payee Members will receive an automatic distribution of their account balance no later than 180 days after the account has been established. Alternate Payee Members with a Plan balance of \$5,000 or less may maintain an open account(s) until no later than 60 days after becoming such a member or as soon as administratively feasible thereafter when a distribution may be processed.

Members may request earlier payment of benefits, in which case payment shall commence as soon as practicable after the member has filed a written notice of such election with the Plan Administrator.

Account balances attributable to Rollover Contributions (and earnings allocable thereto), are included in determining a member's eligibility to receive a \$5,000 de minimus distribution. If the value of the member's non-forfeitable account balance as so determined is \$5,000 or less, the Plan shall immediately distribute the member's entire non-forfeitable account balance, subject to the requirements of Code Section 401(a)(31)(B).

Withdrawal rights after separation from service:

- **Retired Member, Spouse Beneficiary Member, or Beneficiary Member:** May withdraw during any year all or any portion of the remaining balance in their account(s), provided that no withdrawal of less than \$500 may be made unless it constitutes the entire remaining balance. Such withdrawals, however, are limited to a maximum of four (4) in a Plan Year.
- **Member with Account(s) in Suspense:** May take In-Service Withdrawals as defined under "In-Service Withdrawals."

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- **Non-employee Member:** May make: (1) a one-time In-Service Withdrawal to pay off an outstanding Thrift Plan loan(s), and (2) an In-Service withdrawal of their entire Plan balance. It is provided, however, that an Alternate Payee Member may take a complete distribution of Pre-Tax monies at any time if provided by their Qualified Domestic Relations Order. An Alternate Payee Member may also take a one-time partial withdrawal within 90 days of the date a respective QDRO is determined to be qualified. The Alternate Payee may initiate distribution of interest in the Plan as soon as administratively feasible following the qualification of the Order and segregation of the member's account(s). In the event the Alternate Payee does not initiate full distribution 180 days from the date assets are segregated, any remaining balance(s) will be automatically paid to the Alternate Payee and will be subject to taxation.

The member's account(s) will be distributed as the member directs. The member may elect to receive payment either in cash or securities. The Trustee shall make distribution in the manner the member requests so far as it is practicable; but if the member fails to make an election within a reasonable time, payment shall be made in cash.

Reinstatements

Except as otherwise provided in the Plan, any Matching Contributions and earnings thereon forfeited by a member's termination prior to vesting may be used to reduce the Company's subsequent contributions to the Plan or pay administrative expenses of the Plan. However, the forfeited Matching Contributions and earnings thereon attributable to the member's termination prior to vesting shall be reinstated if the member is rehired by a Participating Employer, and, within five (5) years after the date of rehire, repays an amount equal to the lesser of: (1) the Matching Contributions and earnings thereon credited to their Company Matching Account for the last 24 months in which they contributed to the Plan, or (2) the amount of the Plan distribution received upon termination of employment. The maximum an Active Member may repay is their After-Tax Contributions, and, if applicable, Pre-Tax and Roth Contributions, the total of which must not exceed the amount of their previous total distribution. Reinstated contributions by an eligible rehired employee are deposited into the After-Tax Account (if attributable to pre-1987 Tax Paid Credit Balance amounts, such contributions are credited to the pre-1987 subaccount.) In any case, the rehired employee shall have reinstated toward vesting the total number of months for which contributions were matched prior to the member's complete withdrawal. Any such forfeited amounts will automatically be reinstated as of your date of reemployment if you are rehired within five (5) years of your termination.

Rollover Contributions or Direct-Plan Transfer Contributions (as such terms are defined in the Code and applicable regulations) may be recognized as contributions for purposes of satisfying the reinstatement provisions, provided such contributions are made within five (5) years after the date of last termination from a member of the Controlled Group.

Appendix D contains important information regarding Plan payments, including Direct Rollover rights.



XIV. Settlement Options

Single Sum Payment

Unless a member elects otherwise and except as provided below, distribution of the member's account(s) will be made in a **single sum payment**, in either cash or in securities. Mandatory distributions valued over \$1,000 will be automatically rolled over to an IRA unless elected otherwise. All distributions made by the Plan will satisfy the IRS minimum distribution requirements.

Notwithstanding anything herein to the contrary, Plan balances of members, other than Active Members and Members with Accounts in Suspense, will be distributed to such members in the form of a lump sum in cash without their consent if the vested Plan balances have a balance equal to \$5,000 or less. Account balances attributable to Rollover Contributions are included in determining \$5,000 balances.

Payments from the Plan may be "eligible rollover distributions." That means that they can be rolled over to an IRA or to another employer plan that accepts rollovers. Appendix D contains important information about eligible rollover distributions and mandatory income tax withholding.

Installment Option

Retired Members of any age and Spouse Beneficiary Members may elect the Installment Option. Under the Installment Option, members may elect annual, or semi-annual, installments to be paid in cash and/or securities. Monthly installments may also be elected, but they will be paid only in cash. After benefits commence under the Installment Option, the member may elect to discontinue receiving further installments at any time. A Retired Member and a Spouse Beneficiary Member may be permitted to take a Retired Member withdrawal during the payout period of the Installment Option. If a member dies during the payout period under the Installment Option, the installment payments will cease and any further benefits with respect to the member's account(s) will be payable to the member's Beneficiary in accordance with the Plan document.

Any new installment elections or changes to current elections result in proceeds being redeemed in the order described in Article XII of this Summary, with the type of account taking precedence over the type of investment. For minimum required distribution withdrawals for retirees, the required withdrawals will also be distributed in the order defined by the Plan default.

NOTE: All inquiries and transactions involving installment payments are handled by Fidelity via www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website, or by calling Fidelity at 1-866-602-0595. Installment payments initiated online may have proceeds electronically deposited to a bank account. (EFT services are not available for telephone-initiated transactions.)

The Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code to members who have attained age 70½ and to their Beneficiaries, as applicable, as described in Appendix C of the Thrift Plan document.

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Special Note About Distributions

The settlement options described here may or may not be advantageous to individual members. There are many Tax and personal considerations to be taken into account before a member makes a selection, and it is recommended that the member obtain qualified, professional advice before making any selection. Neither the Company nor any of its representatives are authorized to give such advice.

XV. Federal Tax Considerations

There are important and complex federal and state tax laws concerning participation in, and withdrawals and distributions under, the Plan. The following tax information is intended only as a general guideline of federal tax considerations. Members should consult their accountant or other tax advisor with any questions they may have on how these tax laws may apply to their particular situation.

Members pay no federal income taxes on their Pre-Tax Contributions to the Plan or on the Matching Contributions made to their accounts until they are distributed to them, unless they elect to convert all or a portion of their accounts in a Roth In-Plan Conversion, in which case the members are also not taxed on the dividends, interest and other investment income earned on any contributions as long as they remain in the Plan. Generally, dividends, interest and other investment income earned on members' Roth Contribution, Roth Rollover and Roth In-Plan Conversion Accounts are not taxable when withdrawn from the Plan following retirement. In addition, a loan from the Plan is generally not subject to taxation.

Withdrawals During Employment

If a member makes a withdrawal from the Plan while employed, the member will be subject to income tax on the taxable amount withdrawn (i.e., the amount of Pre-Tax Contributions, Matching Contributions, Rollover Contributions and all earnings; the member does not pay tax again on the amount of any After-Tax Contributions). If a member withdraws After-Tax Contributions made after 1986, the Plan is required to include as part of any withdrawal a pro-rata share of the taxable earnings on pre- and After-Tax Contributions made after December 31, 1986.

If a member makes a withdrawal while employed and before the member reaches age 59½, an additional 10% federal income tax will be imposed on the taxable portion of the withdrawal (see below).

Distributions Following Termination of Employment

When any portion of a member's account is distributed following the member's retirement, death or termination of employment, all cash distributed is subject to income tax, unless it is a refund of the member's After-Tax Contributions, a qualified distribution from any of the member's Roth Accounts, or it is rolled over to an IRA or another qualified plan. If a total distribution includes shares of Marathon Petroleum Corporation common stock, it is possible that only the original cost of the shares will be subject to ordinary income tax at the time of the distribution and the balance of the value of the member's shares will be subject to capital gains taxes at the time the shares are sold. Further information about taxation of your stock is described in Appendix D.

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If a distribution qualifies as a “lump sum distribution” (generally a distribution of the member’s entire account balance in one year after the member reaches age 59½ or because of the member’s death or termination of employment), the member or the member’s Beneficiary may be able to elect to reduce the amount of tax payable by using the “10-year averaging” method. Further information about these special rules will be provided when a distribution is requested.

If a member receives a distribution following termination of employment, 20% of the taxable portion of the distribution will be withheld for federal income taxes unless the member elects to roll the distribution over directly to an IRA or a tax-qualified retirement plan of the member’s new employer. A direct rollover may allow the member to avoid the special 10% additional tax on early distributions and to postpone taxation of the distribution. Even if the member does not elect to have the distribution directly rolled over, the member may still, within 60 days of receipt of distribution, roll over all or any portion of the taxable distribution into an IRA or another qualified plan. (Note that rollovers of Roth 401(k) Contributions may only be made in a direct rollover to another designated Roth account). Further information about mandatory and other withholding and direct rollovers is included in Appendix D and will be provided when a member requests a distribution.

10% Tax on Early Distributions

An additional 10% federal tax will be imposed on the taxable portion of distributions taken from the Plan before age 59½; however, the additional 10% tax will not apply if the distribution is made:

- For termination of employment on or after age 55;
- After the member reaches age 59½;
- To the member’s survivors or estate, in the event of the member’s death;
- When the member terminates due to total disability (as defined in the Code);
- In an amount that does not exceed the amount of the member’s deductible medical expenses for the year;
- Pursuant to a qualified domestic relations order; or
- For termination/withdrawal before age 59½ if the taxable amount is rolled over into an IRA or another tax-qualified plan (1) within 60 days of receipt of the lump sum distribution or (2) if it is a “direct” rollover.

Non-Resident Aliens

Distributions made to members who are not United States citizens, and who do not have residence status in the United States, are subject to different tax withholding rules, depending on the country of residence.

Tax Consequences to the Company

A Participating Employer is entitled to a deduction for its contributions to the Plan.



XVI. Restrictions on Exercise and Resale of Shares in the Marathon Petroleum Corporation Common Stock Fund

Some members may be subject to restrictions on resale with respect to the shares of Marathon Petroleum Corporation common stock invested in the Marathon Petroleum Corporation Common Stock Fund under the Plan. For example, members who are considered “affiliates” of Marathon Petroleum Corporation (within the meaning used in the Securities Act of 1933) may only resell shares of Marathon Petroleum Corporation common stock in accordance with Rule 144 of the Securities Act. Affiliates of Marathon Petroleum Corporation may not use this SPD to reoffer or resell shares of Marathon Petroleum Corporation common stock that they receive pursuant to the Plan.

Persons having material non-public information regarding Marathon Petroleum Corporation, including information regarding its business, financial condition, results of operations, prospects or other matters, are restricted by the provisions of Section 10 of the Securities Exchange Act of 1934 from buying and selling securities issued by Marathon Petroleum Corporation.

XVII. Beneficiary

Each member shall designate a Beneficiary or Beneficiaries, subject to any requirements established by the Plan Administrator, and may change this designation at any time. A change to a member’s Beneficiary designation revokes all prior benefit designations made by the member.

If a married member has a Beneficiary designation which results in the member’s spouse not being the member’s sole Beneficiary, such designation must be consented to by the spouse in writing on forms approved by the Plan Administrator and witnessed by a Notary Public.

The Plan shall only recognize Beneficiary designations submitted to the Plan in a format approved by the Plan Administrator. Any Beneficiary designation shall be effective only after it is accepted by Fidelity on behalf of the Plan Administrator and the Plan’s procedure for determining a Beneficiary shall be controlling over any disposition by will or otherwise. Call 1-866-602-0595 to request a Beneficiary designation form or designate a Beneficiary after logging on to your account at www.netbenefits.com/marathonpetroleum.

In the event of a member’s death, the member’s account will be distributed to their Beneficiary(ies) as described above under “Withdrawals After Separation From Service” and “Settlement Options.” Benefits will be distributed in equal percentages in cases where Thrift Beneficiary Designation Forms are filed listing multiple Beneficiaries without designated percentages.

Appendix D contains important information regarding Plan payments for Beneficiaries.

If settlement of the member’s account(s) has commenced before the member’s death, the member’s account will be distributed to the designated Beneficiary or Beneficiaries at least as rapidly as required under Code Section 401(a)(9).

If a member dies without a valid Beneficiary designation, the member’s account(s) will be paid to the person or persons comprising the first surviving class of the classes listed in order below. The eligible classes are set forth below:

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- A. The member's surviving spouse.
- B. The member's surviving children (either natural born or adopted through a final adoption order issued by a court of competent jurisdiction prior to the member's death) but specifically excluding step-children.
- C. The member's surviving parents.
- D. The member's surviving brothers and sisters.
- E. The executor or administrator of the member's estate.

If a member dies while performing qualified military service, that member will be deemed to have resumed employment with the Participating Employer in accordance with the individual's reemployment rights under the Uniformed Services Employment and Re-employment Rights Act of 1994 ("USERRA") on the day preceding death and will be deemed to have terminated employment on the actual date of death. The term "qualified military service" means military service as used in Code Section 414(u)(1).

XVIII. Loans

The Plan Administrator has established a loan policy which is attached as Appendix E. It sets forth the rules under which the Plan will make loans to members. Members should carefully review the loan procedures prior to taking a loan.

XIX. Benefits Not Assignable

Except for the exceptions noted below, no right or interest of any member in the Plan or in their account(s) shall be assignable or transferable in whole or in part, either directly or by operation of law. No one has or may create a lien on any funds, securities or other property held under the Plan. For example, benefits and account balances are not assignable by execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner. The only exceptions to this rule are loans authorized under the Plan's loan rules to members, and in certain cases IRS tax levy assignments and distributions made in accordance with a Qualified Domestic Relations Order ("QDRO") which has been reviewed and approved pursuant to the Plan's procedures.

XX. Trustee

The Company and Fidelity Management Trust Company have entered into a Trust Agreement pursuant to which Fidelity is to act as Trustee under this Plan. The Trustee shall be the named fiduciary with respect to the control or management of the assets of the Plan. The Trustee invests the assets of the trust as directed by the members or in the default fund for members who fail to give direction.

XXI. Plan Year

For purposes of this Plan, a Plan Year shall be defined as the period from January 1 of any calendar year through December 31 of the same year.



XXII. Benefit Claims

If a benefit is not paid within the time provided under the Plan or is believed by the member or the member's Beneficiary to be in an incorrect amount, the member or if applicable, the member's Beneficiary may file a written claim for a benefit (or additional benefit) which is reasonably calculated to bring the claim to the attention of the Plan Administrator.

If a claim for a Plan benefit is wholly or partially denied by the Plan, notice of the decision shall be furnished to the member by the Plan or the Plan Administrator within a reasonable period of time after receipt of the claim, which notice shall include the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to the Plan provisions on which the denial is based;
3. A description of any additional material or information necessary to complete the claim and an explanation of why this material or information is needed; and
4. An explanation of the steps to be taken if the member wishes to submit the claim for review and the member's right to obtain the information about such procedures and a statement of the member's right to bring an action under Section 502(a) of ERISA.

The notice must be provided within 60 days of the date that the claim is received by the Administrator, unless special circumstances require an extension of the period for processing the claim. If such an extension is required, written notice of the extension shall be provided to the member prior to the expiration of the 60-day period. The written notice of the extension shall specify the circumstances which require the extension as well as the date upon which a final decision is expected. In no event is the extended period to exceed 60 days from the end of the initial 60-day period.

A member may request a review of a denied claim by filing a written appeal to the Administrator within 65 days of receipt of the notice of the denial. The notice of appeal should include a description of the issues and evidence that are deemed relevant. If the member, the member's Beneficiary or the member's authorized representative does not appeal the decision within this 65-day period, the member will be conclusively presumed to have accepted the initial decision of the Administrator.

A member who has requested a review or his or her authorized representative will have, upon request and free of charge, reasonable access to, copies of all documents, records and other information relevant to the claim for benefits and may submit written comments. A final decision on the claim will be made in writing within 60 days of the written review request. If special circumstances require additional time for processing the claim (up to an additional 60 days), the Administrator, prior to the end of the initial 60-day period, will give the member written notification specifying the circumstances which require the extension as well as the date upon which a final decision is expected. If the decision is not issued within the prescribed period, the appeal shall be deemed denied.

Any notice of denial of the appeal shall include the following information:

1. The specific reason or reasons for the denial;
2. Specific reference to the Plan provisions on which the denial is based;

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3. A statement that the member or Beneficiary, as applicable is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
4. A description of any voluntary appeal procedures offered by the Plan and the member's right to obtain information about such procedures and a statement of the right to bring an action under Section 502(a) of ERISA.

Finality of Decision and Legal Action

A claimant must follow and fully exhaust the applicable claims and appeals procedures described in the Plan before taking action in any other forum regarding a claim for benefits under the Plan. Any suit or legal action initiated by a claimant under the Plan must be brought by the claimant no later than one year following a final decision on the claim for benefits under these claims and appeals procedures. The one-year statute of limitations on suits for benefits applies in any forum where a claimant initiated such suit or legal action. If a civil action is not filed within this period, the claimant's benefit claim is deemed permanently waived and abandoned, and the claimant will be precluded from reasserting it.

XXIII. Subrogation and Reimbursement

Errors, omissions, or mistakes in the administration and operation of the Plan do not entitle a member to receive more than his correct benefit, and a member who receives an overpayment must repay the overpayment, if requested to do so by the Plan Administrator. The Company and Plan Administrator reserve the right to correct any mistake in any reasonable manner, including but not limited to, adjusting the amount of future benefit payments, repaying to the Plan any overpayment, or making corrective payments to a member for an underpayment.

XXIV. Your Rights Under Federal Law

As a member in the Marathon Petroleum Thrift Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all plan members shall be entitled to:

Receive Information About Your Plans and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all plan documents governing the plan, and a copy of the latest annual reports (Form 5500 Series) filed by the plans with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plans, and copies of the latest annual reports (Form 5500 Series) and updated summary plan descriptions. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the plans' annual financial reports. The Plan Administrator is required by law to furnish each member with a copy of the summary annual reports.

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Obtain a statement specifying whether you have a right to receive a pension at your normal retirement age, as defined in this summary plan description, and if so, what your benefits would be at your normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you must work to earn a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan members ERISA imposes duties upon the people who are responsible for the operation of the plans. The people who operate your plans, called “fiduciaries” of the plans, have a duty to do so prudently and in the interest of you and other plan members and Beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual reports from the plans and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan’s decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plans, you should contact the respective Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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XXV. Further Information

In determining the eligibility of members for benefits and in construing the Plan's terms, the Plan Administrator has the power to exercise discretion in the construction or interpretation of terms or provisions of the Plan, as well as in cases where the Plan document is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan itself. In situations in which they deem it to be appropriate, the Plan Administrator may, but is not required to, evidence:

1. The exercise of such discretion; or
2. Any other type of decision, directive or determination made with respect to the Plan, in the form of written administrative rulings, 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.

All decisions of the Plan Administrator made on all matters within the scope of their authority shall be final and binding upon all persons, including the Company, any trustee, all members, their heirs and personal representatives, and all labor unions or other similar organizations representing members. It is intended that the standard of judicial review to be applied to any determination made by the Plan Administrator shall be the "arbitrary and capricious" standard of review.

Important Plan Administration Information	
Plan Name	Marathon Petroleum Thrift Plan
Plan Administrator (Agent for service of legal process)	David R. Sauber 539 South Main Street Findlay, OH 45840 Phone: (419) 422-2121
Employer Identification Number	31-1537655
Type of Plan	Profit sharing, Defined Contribution Plan
Plan Sponsor	Marathon Petroleum Company LP
Plan Number	010
Trustees (Service of legal process may also be made on Fidelity)	Fidelity Management Trust Company 82 Devonshire Street Boston, MA 02109 Phone: (617) 570-7000
Recordkeeper	Fidelity Institutional Retirement Services Company 82 Devonshire Street Boston, MA 02109
Inspection of Plan Documents	Plan documents may be inspected by making a request at any Company Human Resources office or by writing: Thrift Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840



XXVI. Participating Employers

Upon specific authorization and subject to such terms and conditions as it may establish, the Company may permit eligible employees of its Controlled Group to participate in this Plan. Participating Employers include Marathon Petroleum Company LP, Marathon Petroleum Corporation, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, MW Logistics Services LLC, Marathon Refining Logistics Services LLC, Speedway LLC, and Speedway Prepaid Card LLC.

XXVII. 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.

The Company may exercise its reserved rights of amendment, modification or termination:

1. By written resolution by the Board of Directors of Marathon Petroleum Corporation or a separate written document approved by such Board;
2. By written resolution by the General Partner of the Company;
3. By written resolution by the Executive Committee of the Directors of Marathon Petroleum Corporation;
4. By written actions exercised by any other committee to which the Board of Directors of Marathon Petroleum Corporation or the Executive Committee has specifically delegated rights of amendment, modification or termination; or
5. By written actions exercised by any other entity or person to which or to whom the Board of Directors of Marathon Petroleum Corporation, or the Executive Committee of such Board has specifically delegated rights of amendment, modification, or termination.

In addition to the other methods of amending the Plan which have been authorized, or may in the future be authorized, by the Marathon Petroleum Corporation Board of Directors; the Marathon Petroleum Corporation Senior Vice President of Human Resources and Administrative Services may approve the following types of amendments to the Plan:

1. With the opinion of counsel, technical amendments required by applicable laws and regulations;
2. With the opinion of counsel, amendments that are clarifications of Plan provisions;
3. Amendments in connection with a signed definitive agreement governing a merger, acquisition or divestiture such that, for the Plan, needed changes are specifically described in the definitive agreement, or if not specifically described in the definitive agreement, the needed changes are in keeping with the intent of the definitive agreement;
4. Amendments in connection with changes that have a minimal cost impact (as defined below) to the Company; and
5. With the opinion of counsel, amendments in connection with changes resulting from state or federal legislative actions that have a minimal cost impact (as defined below) to the Company.

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For purposes of the above, “minimal cost impact” is defined as an annual cost impact to the Company per amendment that does not exceed the greater of:

1. An amount that is less than one-half of one percent of its documented total cost (including administrative costs) for the previous calendar year; or
2. \$500,000.

The Board has delegated to the Administrator the authority to make amendments to this Plan as needed regarding any mandated changes evolving from regulations governing USERRA.

XXVIII. Payment of Plan Expenses

All costs, expenses, and fees incurred in administering the Plan, to the extent not paid by the Company, shall be incurred by members. Fees or charges for investment management services shall not be paid by the Company but shall be borne by the members electing such services. Any taxes applicable to the member’s accounts shall be charged or credited to the member’s accounts by the Trustee.

The Plan is charged an annual recordkeeping fee per participant, a portion of which is paid through members’ investments in mutual funds for which Fidelity receives revenue. The remainder of this fee is paid by the Company. This annual fee covers costs related to the administration of the Plan, including recordkeeping, accounting and advisory services, trustee and legal services, and other administrative expenses associated with maintaining the Plan.

The following fees are also the responsibility of the Member, when applicable:

1. Loan initiation fee: a one-time \$50 fee will be deducted from the member’s account for the initiation of a new loan.
2. In-service withdrawal fee: a one-time \$25 fee will be deducted for in-service withdrawals (those withdrawals initiated by Active Members or Active Members on a leave of absence).
3. Fees associated with the administration of the two stock funds in the Plan. These fees, which will be deducted quarterly from the member’s account, will be allocated equally to the members investing in stock and, therefore, will be variable. Note: The company will pay this fee for members with a balance of less than \$1,000.

Direct charges and expenses, including investment manager fees attributable to a specific investment fund, are charged against that investment fund. Expenses charged against an investment fund or account, reduce the actual return of a member for that fund or account.

XXIX. Prospectus Information

This SPD also serves as a prospectus for the shares of common stock of Marathon Petroleum Corporation, which are acquired for the Marathon Petroleum Corporation common stock fund, an investment option under the Plan. The following documents that Marathon Petroleum Corporation has filed with the Securities and Exchange Commission are hereby incorporated by reference into this SPD:

Thrift Plan Summary Plan Description



- (1) Marathon Petroleum Corporation's Annual Report on Form 10-K for the year ended December 31, 2015 and filed on February 26, 2016, pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934;
- (2) Marathon Petroleum Corporation's Current Reports on Form 8-K filed on January 8, 2016 and February 29, 2016;
- (3) The description of Marathon Petroleum Corporation's common stock set forth under the caption "Description of Capital Stock" in the Information Statement contained in Marathon Petroleum Corporation's Registration Statement on Form 10 filed on January 15, 2011, as amended, together with any amendment or report Marathon Petroleum Corporation files with the SEC for the purpose of updating that description; and
- (4) The Annual Report on Form 11-K for the year ended December 31, 2014 for the Plan filed on June 26, 2015, pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934.

All documents subsequently filed by Marathon Petroleum Corporation pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered hereunder have been sold or which deregisters all such securities then remaining unsold, shall also be deemed to be incorporated by reference into this SPD and to be a part hereof from the date of filing of such documents.

The Company will provide without charge to each person to whom this SPD is delivered, upon the written or oral request of any such person, a copy of any and all of the information incorporated by reference in this SPD (not including exhibits to the information that is incorporated by reference unless such exhibits are specifically incorporated by reference into the information that this SPD incorporates) and other documents required to be delivered under Rule 428(b) promulgated under the Securities Act of 1933. Written requests should be directed to Marathon Petroleum Corporation, attention: David R. Sauber, Plan Administrator, 539 South Main Street, Findlay, Ohio 45840-3229. Telephone requests should be directed to Marathon Petroleum Corporation Investor Relations at (419) 421-2071.

Any statement contained in any document incorporated or deemed to be incorporated in the SPD by reference shall be deemed to be modified or superseded for purposes of the SPD to the extent that a statement contained in the SPD or in any other subsequently filed document that is also incorporated or deemed to be incorporated in the SPD by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this SPD.



Appendix A

Summary of Eligible Transactions by Membership Type

Transaction Type	Class of Membership						
	Active	Retired	Member With Account(s) in Suspense	Non-Employee Members			
				Deferred	Spouse Beneficiary	Beneficiary	Alternate Payee
Contributions							
Pre-Tax, After-Tax or Roth	✓						
Rollovers (Including Roth Rollovers)	✓	✓	✓	✓	✓		
Direct Plan Transfers	✓	✓	✓				
Catch-Up Contributions (including Roth Catch-Up) for participants >50	✓						
Investment Options (contributions for Active Members)	✓	✓	✓				
Transfers	✓	✓	✓	✓	✓	✓	✓
In-Service Withdrawals¹	✓		✓				
Partial Withdrawals after Separation from Svc		✓			✓	✓	
Complete Distributions¹	✓	✓	✓	✓	✓	✓	✓
Installments	✓ ²	✓			✓		
Loans	✓	✓	✓				
Beneficiary Changes	✓	✓	✓	✓	✓	✓	✓
Roth In-Plan Conversion	✓	✓	✓	✓	✓		✓

¹ Subject to the provisions of Article XII of this Summary.

² If age 70½ and over.

NOTE: Most Thrift Plan transactions can be initiated by logging onto the Fidelity NetBenefitsSM website, available at www.netbenefits.com/marathonpetroleum, or by calling Fidelity at 1-866-602-0595, a toll-free number for members in the continental U.S. Members who are hearing impaired may call Fidelity at 1-800-655-0962 (TDD).



Appendix B

Thrift Plan Investment Options (as of January 1, 2018)

Tier 1 Funds — Active Investment Options: Core Funds

Fund Name	Ticker
Marathon Stable Value Fund	Not applicable
Columbia Acorn International Fund – Class Y	CCYIX
Dimensional Emerging Markets Value Portfolio	DFEVX
Vanguard Value Index Fund Institutional Shares	VIVIX
Fidelity <i>Contrafund</i> [®] Commingled Pool	Not applicable
Fidelity Government Income Fund	FGOVX
Fidelity Growth Company Commingled Pool	Not applicable
Fidelity International Discovery Fund – Class K	FIDKX
Fidelity Low-Priced Stock Commingled Pool	Not applicable
Wells Fargo Special Mid Cap Value Fund – Class R6	WFPRX
Fidelity Money Market Government Portfolio – Institutional Class	FRGXX
Baird MidCap Fund Institutional Class	BMDIX
Dodge & Cox Income Fund	DODIX
Spartan [®] Extended Market Index Fund – Advantage Class	FSEVX
Spartan [®] International Index Fund – Fidelity Advantage Institutional Class	FSPSX
Spartan [®] 500 Index Fund – Fidelity Advantage Institutional Class	FXAIX
Vanguard Total Bond Market Index Fund – Institutional Plus Shares	VBMPX
Vanguard Small-Cap Value Index Fund Institutional Shares	VSCIX

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Tier 2 Funds — Active Investment Options: FIAM Lifecycle Commingled Pools

Fund Name
FIAM TD Income Commingled Pool – Class S
FIAM TD 2005 Commingled Pool – Class S
FIAM TD 2010 Commingled Pool – Class S
FIAM TD 2015 Commingled Pool – Class S
FIAM TD 2020 Commingled Pool – Class S
FIAM TD 2025 Commingled Pool – Class S
FIAM TD 2030 Commingled Pool – Class S
FIAM TD 2035 Commingled Pool – Class S
FIAM TD 2040 Commingled Pool – Class S
FIAM TD 2045 Commingled Pool – Class S
FIAM TD 2050 Commingled Pool – Class S
FIAM TD 2055 Commingled Pool – Class S
FIAM TD 2060 Commingled Pool – Class S

Tier 3 Funds: Fidelity BrokerageLink

A complete list of Fidelity BrokerageLink investment options can be obtained online at www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website, or by calling Fidelity, at 1-866-602-0595.

Tier 4 Funds — Active and Frozen Investment Options:

Active Investment Option

Fund Name	Symbol
Marathon Petroleum Corporation Common Stock	MPC

Frozen Investment Option

As a result of the spin-off of the downstream related businesses of Marathon Oil Corporation into a freestanding, publicly traded company, effective July 1, 2011, Marathon Oil Corporation Common Stock is a frozen investment option. (Frozen investment options are passive; they may hold balances, but may not receive additional contributions.)

Prospectus Supplement

The [Marathon Petroleum Thrift Plan Prospectus Supplement](#) provides financial returns for each of the Tier 1 and Tier 2 funds and the Marathon Petroleum Corporation common stock fund for each of the past three fiscal years (or such lesser period for which the data with respect to each investment fund is available).



Appendix C

Service With Acquired Companies (or Portions Thereof) Which is Recognized for Vesting Purposes

Except as otherwise noted, for individuals who became members of the Plan as a direct result of the Company's acquisition of any of the following companies (or portions thereof), the service of such individuals which was recognized by such companies (or portions thereof) for purposes of vesting under a defined benefit or defined contribution plan, is recognized as vesting service for purposes of the Plan:

Acquired Companies Prior to July 1, 2011

<ul style="list-style-type: none"> • Amoco Corporation • Aurora Gasoline Company <ul style="list-style-type: none"> — Option 1* — Option 2 • Buckeye Pipe Line Company • Center Terminal Company – Hartford • Center Terminal Company – Indianapolis • Chevron Corporation • CMS Energy Corporation • Conoco, Inc. • Cotton Valley Operators Committee • Ecol, Ltd. • ExxonMobil Terminal (Charleston, WV) • ExxonMobil Terminal (Selma, NC) • Globe Oil and Refining Company • Haynesville Operators Committee** • Husky Oil Company • Joint Venture Company — Ashland Inc. (limited to individuals transferred from Ashland Inc. to Marathon Ashland Petroleum LLC (MAP) or any one of MAP's Participating Employers between January 1, 1998 and June 30, 2005) 	<ul style="list-style-type: none"> • Occidental Petroleum Company with CLAM • Pan Ocean Oil Corporation • Pennaco Energy, Inc. • Platte Pipe Line Company • Plymouth Oil Company • PPG Industries, Inc. • R. I. Marketing, Inc. (certain employees transferred to a Participating Employer) • Republic Barge Transportation Company • Rock Island Refining Corporation • Ross Oil Corporation • Signal Oil Company • Texaco, Inc. • Unocal • Ultramar Diamond Shamrock • Wake Up Oil Company
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Acquired Companies On or After July 1, 2011

<ul style="list-style-type: none"> • BP Products North America, Inc. • Felda Iffco, LLC*** • Hess Corporation and Hess Retail Operations LLC • WilcoHess LLC 	<ul style="list-style-type: none"> • Shell Pipeline Company LP*** • MarkWest Hydrocarbon, Inc. • Enbridge Pipelines (Ozark) L.L.C.
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* 75% of the vesting service recognized by Aurora Gasoline Company is recognized by the Plan for the time period prior to January 1, 1975. 100% of such service is recognized thereafter.

** 50% of the vesting service recognized by Haynesville Operators Committee is recognized by the Plan.

*** Service, if fractional, will be rounded up to the next whole number.



Appendix D

Special Tax Notice Regarding Plan Payments

Your Rollover Options

You are receiving this notice because all or a portion of a payment you are receiving from the Plan is eligible to be rolled over to an IRA or an employer plan. This notice is intended to help you decide whether to do such a rollover.

This notice describes the rollover rules that apply to payments from the Plan that are not from a designated Roth account (a type of account with special tax rules in some employer plans). If you also receive a payment from a designated Roth account in the Plan, you will be provided a different notice for that payment, and the Plan Administrator or the payor will tell you the amount that is being paid from each account.

Rules that apply to most payments from a plan are described in the “General Information About Rollovers” section. Special rules that only apply in certain circumstances are described in the “Special Rules and Options” section.

General Information About Rollovers

How can a rollover affect my taxes?

You will be taxed on a payment from the Plan if you do not roll it over. If you are under age 59½ and do not do a rollover, you will also have to pay a 10% additional income tax on early distributions (unless an exception applies). However, if you do a rollover, you will not have to pay tax until you receive payments later and the 10% additional income tax will not apply if those payments are made after you are age 59½ (or if an exception applies).

Where may I roll over the payment?

You may roll over the payment to either an IRA (an individual retirement account or individual retirement annuity) or an employer plan (a tax-qualified plan, section 403(b) plan, or governmental section 457(b) plan) that will accept the rollover. The rules of the IRA or employer plan that holds the rollover will determine your investment options, fees, and rights to payment from the IRA or employer plan (for example, no spousal consent rules apply to IRAs and IRAs may not provide loans). Further, the amount rolled over will become subject to the tax rules that apply to the IRA or employer plan.

How do I do a rollover?

There are two ways to do a rollover. You can do either a direct rollover or a 60-day rollover.

If you do a direct rollover, the Plan will make the payment directly to your IRA or an employer plan. You should contact the IRA custodian or the administrator of the employer plan for information on how to do a direct rollover.

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If you do not do a direct rollover, you may still do a rollover by making a deposit into an IRA or eligible employer plan that will accept it. You will have 60 days after you receive the payment to make the deposit. If you do not do a direct rollover, the Plan is required to withhold 20% of the payment for federal income taxes (up to the amount of cash and property received other than employer stock). This means that, in order to roll over the entire payment in a 60-day rollover, you must use other funds to make up for the 20% withheld. If you do not roll over the entire amount of the payment, the portion not rolled over will be taxed and will be subject to the 10% additional income tax on early distributions if you are under age 59½ (unless an exception applies). If you do a rollover of only a portion of the payment made to you, any nontaxable amounts are treated as being rolled over last.

How much may I roll over?

If you wish to do a rollover, you may roll over all or part of the amount eligible for rollover. Any payment from the Plan is eligible for rollover, except:

- Certain payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your Beneficiary)
- Required minimum distributions after age 70½ (or after death)
- Hardship distributions
- ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Loans treated as deemed distributions (for example, loans in default due to missed payments before your employment ends)
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Amounts treated as distributed because of a prohibited allocation of S corporation stock under an ESOP (also, there will generally be adverse tax consequences if you roll over a distribution of S corporation stock to an IRA).

The Plan Administrator or the payor can tell you what portion of a payment is eligible for rollover.

If I don't do a rollover, will I have to pay the 10% additional income tax on early distributions?

If you are under age 59½, you will have to pay the 10% additional income tax on early distributions for any payment from the Plan (including amounts withheld for income tax) that you do not roll over, unless one of the exceptions listed below applies. This tax is in addition to the regular income tax on the payment not rolled over.

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The 10% additional income tax does not apply to the following payments from the Plan:

- Payments made after you separate from service if you will be at least age 55 in the year of the separation
- Payments that start after you separate from service if paid at least annually in equal or close to equal amounts over your life or life expectancy (or the lives or joint life expectancy of you and your Beneficiary)
- Payments from a governmental defined benefit pension plan made after you separate from service if you are a public safety employee and you are at least age 50 in the year of the separation
- Payments made due to disability
- Payments after your death
- Payments of ESOP dividends
- Corrective distributions of contributions that exceed tax law limitations
- Cost of life insurance paid by the Plan
- Contributions made under special automatic enrollment rules that are withdrawn pursuant to your request within 90 days of enrollment
- Payments made directly to the government to satisfy a federal tax levy
- Payments made under a qualified domestic relations order (QDRO)
- Payments up to the amount of your deductible medical expenses
- Certain payments made while you are on active duty if you were a member of a reserve component called to duty after September 11, 2001 for more than 179 days
- Payments of certain automatic enrollment contributions requested to be withdrawn within 90 days of the first contribution.

If I do a rollover to an IRA, will the 10% additional income tax apply to early distributions from the IRA?

If you receive a payment from an IRA when you are under age 59½, you will have to pay the 10% additional income tax on early distributions from the IRA, unless an exception applies. In general, the exceptions to the 10% additional income tax for early distributions from an IRA are the same as the exceptions listed above for early distributions from a plan. However, there are a few differences for payments from an IRA, including:

- There is no exception for payments after separation from service that are made after age 55.
- The exception for qualified domestic relations orders (“QDROs”) does not apply (although a special rule applies under which, as part of a divorce or separation agreement, a tax-free transfer may be made directly to an IRA of a spouse or former spouse).
- The exception for payments made at least annually in equal or close to equal amounts over a specified period applies without regard to whether you have had a separation from service.

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There are additional exceptions for (1) payments for qualified higher education expenses, (2) payments up to \$10,000 used in a qualified first-time home purchase, and (3) payments after you have received unemployment compensation for 12 consecutive weeks (or would have been eligible to receive unemployment compensation but for self-employed status).

Will I owe State income taxes?

This notice does not describe any State or local income tax rules (including withholding rules).

Special Rules and Options

If your payment includes After-Tax Contributions

After-Tax Contributions included in a payment are not taxed. If a payment is only part of your benefit, an allocable portion of your After-Tax Contributions is generally included in the payment. If you have pre-1987 After-Tax Contributions maintained in a separate account, a special rule may apply to determine whether the After-Tax Contributions are included in a payment.

You may roll over to an IRA a payment that includes After-Tax Contributions through either a direct rollover or a 60-day rollover. You must keep track of the aggregate amount of the After-Tax Contributions in all of your IRAs (in order to determine your taxable income for later payments from the IRAs).

You may roll over to an employer plan all of a payment that includes After-Tax Contributions, but only through a direct rollover (and only if the receiving plan separately accounts for After-Tax Contributions and is not a governmental section 457(b) plan). You can do a 60-day rollover to an employer plan of part of a payment that includes After-Tax Contributions, but only up to the amount of the payment that would be taxable if not rolled over. If you do a rollover of only a portion of the payment made to you, any nontaxable amounts are treated as being rolled over last.

If you miss the 60-day rollover deadline

Generally, the 60-day rollover deadline cannot be extended. However, the IRS has the limited authority to waive the deadline under certain extraordinary circumstances, such as when external events prevented you from completing the rollover by the 60-day rollover deadline. To apply for a waiver, you must file a private letter ruling request with the IRS. Private letter ruling requests require the payment of a nonrefundable user fee. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

If your payment includes employer stock that you do not roll over

If you do not do a rollover, you can apply a special rule to payments of employer stock (or other employer securities) that are either attributable to After-Tax Contributions or paid in a lump sum after separation from service (or after age 59½, disability, or the member's death). Under the special rule, the net unrealized appreciation on the stock will not be taxed when distributed from the Plan and will be taxed at capital gain rates when you sell the stock. Net unrealized appreciation is generally the increase in the value of employer stock after it was acquired by the Plan. If you do a rollover for a payment that includes employer stock (for example, by selling the stock and rolling over the proceeds within 60 days of the payment), the special rule relating to the distributed employer stock will not apply to any subsequent payments from the IRA or employer plan.

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If you have an outstanding loan that is being offset

If you have an outstanding loan from the Plan, your Plan benefit may be offset by the amount of the loan, typically when your employment ends. The loan offset amount is treated as a distribution to you at the time of the offset and will be taxed (including the 10% additional income tax on early distributions, unless an exception applies) unless you do a 60-day rollover in the amount of the loan offset to an IRA or employer plan.

If you were born on or before January 1, 1936

If you were born on or before January 1, 1936 and receive a lump sum distribution that you do not roll over, special rules for calculating the amount of the tax on the payment might apply to you. For more information, see IRS Publication 575, Pension and Annuity Income.

If your payment is from a governmental section 457(b) plan

If the Plan is a governmental section 457(b) plan, the same rules described elsewhere in this notice generally apply, allowing you to roll over the payment to an IRA or an employer plan that accepts rollovers. One difference is that, if you do not do a rollover, you will not have to pay the 10% additional income tax on early distributions from the Plan even if you are under age 59½ (unless the payment is from a separate account holding Rollover Contributions that were made to the Plan from a tax-qualified plan, a section 403(b) plan, or an IRA). However, if you do a rollover to an IRA or to an employer plan that is not a governmental section 457(b) plan, a later distribution made before age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies). Other differences are that you cannot do a rollover if the payment is due to an “unforeseeable emergency” and the special rules under “If your payment includes employer stock that you do not roll over” and “If you were born on or before January 1, 1936” do not apply.

If you are an eligible retired public safety officer and your pension payment is used to pay for health coverage or qualified long-term care insurance

If the Plan is a governmental plan, you retired as a public safety officer, and your retirement was by reason of disability or was after normal retirement age, you can exclude from your taxable income plan payments paid directly as premiums to an accident or health plan (or a qualified long-term care insurance contract) that your employer maintains for you, your spouse, or your dependents, up to a maximum of \$3,000 annually. For this purpose, a public safety officer is a law enforcement officer, firefighter, chaplain, or member of a rescue squad or ambulance crew.

If you roll over your payment to a Roth IRA

If you roll over the payment to a Roth IRA, a special rule applies under which the amount of the payment rolled over (reduced by any after-tax amounts) will be taxed. However, the 10% additional income tax on early distributions will not apply (unless you take the amount rolled over out of the Roth IRA within 5 years, counting from January 1 of the year of the rollover). For payments from the Plan during 2010 that are rolled over to a Roth IRA, the taxable amount can be spread over a 2-year period starting in 2011.

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If you roll over the payment to a Roth IRA, later payments from the Roth IRA that are qualified distributions will not be taxed (including earnings after the rollover). A qualified distribution from a Roth IRA is a payment made after you are age 59½ (or after your death or disability, or as a qualified first-time homebuyer distribution of up to \$10,000) and after you have had a Roth IRA for at least 5 years. In applying this 5-year rule, you count from January 1 of the year for which your first contribution was made to a Roth IRA. Payments from the Roth IRA that are not qualified distributions will be taxed to the extent of earnings after the rollover, including the 10% additional income tax on early distributions (unless an exception applies). You do not have to take required minimum distributions from a Roth IRA during your lifetime. For more information, see IRS Publication 590, Individual Retirement Arrangements (IRAs).

You cannot roll over a payment from the Plan to a designated Roth account in an employer plan.

If you are not a plan member

Payments after death of the member. If you receive a distribution after the member's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions and the special rules for public safety officers do not apply, and the special rule described under the section "If you were born on or before January 1, 1936" applies only if the member was born on or before January 1, 1936.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased member, you have the same rollover options that the member would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to an IRA, you may treat the IRA as your own or as an inherited IRA.

An IRA you treat as your own is treated like any other IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your IRA do not have to start until after you are age 70½.

If you treat the IRA as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the member had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the member had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the member would have been age 70½.

If you are a surviving Beneficiary other than a spouse. If you receive a payment from the Plan because of the member's death and you are a designated Beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited IRA. Payments from the inherited IRA will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the member who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the member would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

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If you are a nonresident alien

If you are a nonresident alien and you do not do a direct rollover to a U.S. IRA or U.S. employer plan, instead of withholding 20%, the Plan is generally required to withhold 30% of the payment for federal income taxes. If the amount withheld exceeds the amount of tax you owe (as may happen if you do a 60-day rollover), you may request an income tax refund by filing Form 1040NR and attaching your Form 1042-S. See Form W-8BEN for claiming that you are entitled to a reduced rate of withholding under an income tax treaty. For more information, see also IRS Publication 519, U.S. Tax Guide for Aliens, and IRS Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Other special rules

If a payment is one in a series of payments for less than 10 years, your choice whether to make a direct rollover will apply to all later payments in the series (unless you make a different choice for later payments).

If your payments for the year are less than \$200 (not including payments from a designated Roth account in the Plan), the Plan is not required to allow you to do a direct rollover and is not required to withhold for federal income taxes. However, you may do a 60-day rollover.

If your vested benefit is \$5,000 or less but more than \$1,000 and you have not made a choice of how you want your benefits paid, your entire vested balance will be rolled over directly to an IRA established in your name by the Plan Administrator. If an IRA account is established in your name by the Plan Administrator, your IRA account will be invested in an investment option that is designed to preserve your principal account balance, provide a reasonable rate of return, and maintain liquidity. Fees and expenses charged for the establishment and maintenance of your IRA account will be paid directly from your IRA account. For further information about the Plan's automatic rollover provisions, you may call 1-866-602-0595 to talk to a Fidelity representative.

You may have special rollover rights if you recently served in the U.S. Armed Forces. For more information, see IRS Publication 3, Armed Forces' Tax Guide.

For More Information

You may wish to consult with the Plan Administrator or payor, or a professional tax advisor, before taking a payment from the Plan. Also, you can find more detailed information on the federal tax treatment of payments from employer plans in: IRS Publication 575, Pension and Annuity Income; IRS Publication 590, Individual Retirement Arrangements (IRAs); and IRS Publication 571, Tax-Sheltered Annuity Plans (403(b) Plans). These publications are available from a local IRS office, on the web at www.irs.gov, or by calling 1-800-TAX-FORM.



Appendix E

Rules Governing the Making of Individual Account Loans

The Trustee of the Marathon Petroleum Thrift Plan (Plan) is authorized to make loans to members of the Plan and to accept pledges of portions of members' Thrift Plan account(s) as security for such loans. Loans may be made to members of the Plan on the following terms and conditions.

A. Eligibility of Borrower

Subject to the limitations set forth in Sections F and G below, a member is eligible for an Individual Account Loan.

For purposes of these Loan Rules, the term "member" shall mean an Active Member, Member with Account(s) in Suspense, and a Retired Member. In addition, the term "member" shall include a Non-employee Member who is a "party in interest" as defined in ERISA.

NOTE: The term "party in interest" is a technical term which, in general, includes individuals who are fiduciaries with respect to the Plan, who provide service to the Plan, who have a very significant ownership interest in the employer sponsoring the Plan or who are related, by blood or marriage, to such individuals.

B. Type of Loan

Individual Account Loan — The only loans that are available are Individual Account Loans. A member may make an application for a new Individual Account Loan on any date which is at least 30 days from the date of the last Individual Account Loan.

A member with outstanding loans who pays off one of the outstanding loans must wait seven calendar days from the date the loan payment is recorded by Fidelity before initiating a new loan, except if the payoff is through payroll deduction.

A Member can initiate a new loan (i) in the 2018 Plan Year if the Member has no more than two (2) loans outstanding and (ii) beginning with the 2019 Plan Year and beyond, if the Member has no more than one (1) loan outstanding.

C. Term of Loan

The term of the loan may be in months, from 12 months to 60 months at the member's election.

D. Rate of Interest

The interest rate on Individual Account Loans will be fixed over the life of the loan and will be based on the Prime Rate published in Reuters on a quarterly basis. The rate charged to employees will be the rate in effect at the time the loan is approved and will be fixed for the entire term of the loan.

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The interest rates on Individual Account Loans for members on Military Leave and on active duty are as follows:

- The loan interest rate cannot exceed 6% for the duration of the Military Leave for loans that were outstanding prior to commencement of the Military Leave. This 6% cap will become effective on the first date of active duty.
- The loan interest rate charged on any loan taken by a member while on Military Leave will be the lesser of the rate in effect at the time the loan is taken or 6%, and will be effective for the duration of the leave. The application of payments following the employee's return to work will be based on the rate at the time the loan was taken.

E. Source of Loan Funds

When a member is approved for a loan, a separate investment option will be established to represent the loan. The accounts and investment options that will be transferred to establish the loan are subject to member election as established by the Plan's administrative procedures.

F. Minimum Loan Amount

The minimum Individual Account Loan is \$500.

G. Maximum Loan Amount

The maximum of all outstanding loans is an amount equal to the lesser of (1) or (2):

1. The IRS-Based-Limitation; the lesser of (a) or (b):
 - a. \$50,000, reduced (but not below zero) by:
 - i. the member's highest outstanding balance of all Plan loans during the period beginning 12 months prior to the first day of the month in which an Individual Account Loan is to be made, minus
 - ii. the member's outstanding balance of all Plan loans on the date an Individual Account Loan is to be made; or
 - b. 50% of the total dollar value of the member's vested Plan balance at the time the Individual Account Loan is made.
2. The DOL (Department of Labor)-Based Limitation; 50% of the total dollar value of the member's vested Plan balance at the time the Individual Account Loan is made.

The maximum loan limit is computed on the basis of the member's latest available vested Plan balance.

The maximum loan limit shall be modified by the Plan Administrator upon his determination that a modification is necessary to remain in compliance with any applicable laws or regulations.

Note: *Payments will be paid back to a member's account and invested according to the member's current investment elections.*

Thrift Plan Summary Plan Description



H. Required Loan Payments

As noted below, loan payments must be made by payroll deduction, check or in limited circumstances, electronic loan repayment via a personal bank account. For Active Members, loan payments must be made by payroll deduction but can be supplemented by checks made payable to the Trustee. (Non-employee Members may make payments by check or may authorize automatic electronic loan repayments from their bank accounts.)

Any payments by check should be payable to “Fidelity Investments Institutional Operations Company, Inc.” (FIIOC) and sent to Fidelity Investments, Marathon Petroleum Thrift Plan, P.O. Box 770003, Cincinnati, OH 45277-0065.

Substantially level payments on principal and accrued interest will be required to be paid at least quarterly throughout the term of an Individual Account Loan such that the loan is paid off in full by its normal maturity date. The Trustee will determine the amount of the minimum quarterly payment the member must make over the term of the loan.

All scheduled payments received by the Trustee will be applied first to the payment of accrued interest due and any remainder will be applied to the reduction of the unpaid principal balance of the loan. For members who receive wages or salary from the Company, the minimum quarterly payment amount must be made via substantially equal payroll deductions made each pay period. All prepayments (other than scheduled payments) will be limited to a minimum of \$250 and wholly applied to reduction of principal.

Repayments will be allocated back to the accounts in the same proportion in which they were transferred. Payments will be reinvested in investment options in the same manner as current contributions are invested.

As set forth in the Promissory Note signed by the member, there are circumstances under which the Plan Trustee has the right to declare the loan immediately due and payable in full. (See Section J below for a listing of these circumstances.)

I. Security Requirement

Each loan must be:

1. Evidenced by a Promissory Note executed by the borrower, and
2. Secured by a pledge of a portion of the member’s vested account balance equal to the greater of:
 - (a) the principal amount of the Promissory Note at the time the Individual Account Loan is made, or
 - (b) 50% of the total value of the member’s vested account balance as such balance exists from time to time.

Members may evidence their loan and the pledge of their vested account balance either in writing, through Fidelity’s web-based NetBenefitsSM internet site, or such other system approved by the Plan Administrator. The use of a member’s PIN to secure a loan and pledge a portion of their account balance through a Plan Administrator approved electronic system shall be considered the equivalent of the member’s execution of a written document through the use of his or her signature.

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J. Pledge Provision

The pledge shall provide that the Plan may recover out of the amount pledged by the member for the loan, the amount of principal balance and accrued interest, if any, under the loan:

1. On or after the 60th day following the borrower's death;
2. On or after the 60th day following the borrower's termination of employment (except for Retired Members and for Non-employee Members who are parties in interest) from the Controlled Group;
3. On account of the borrower's failure to submit required payments on a loan;
4. On the occurrence of any act or condition which in the opinion of the Plan Administrator jeopardizes the security of the loan.

The maturity of the member's Promissory Note is subject to acceleration under any of the above four (4) events.

Members may evidence their loan and the pledge of their vested account balance either in writing, through Fidelity's web-based NetBenefitsSM internet site, or such other system approved by the Plan Administrator. The use of a member's PIN to secure a loan and pledge a portion of their account balance through a Plan Administrator approved electronic system shall be considered the equivalent of the member's execution of a written document through the use of his or her signature.

K. Loan Defaults

Following the due date of a loan payment, a First and Final Delinquency Notice which includes a "Final Payment Date" will be mailed to members who are delinquent on such payment. The Final Payment Date will be thirty calendar days from the date of the First and Final Delinquency Notice. If payment is not received by the Final Payment Date, the loan may be placed in default by the Plan Administrator.

Once in default, the member will be ineligible for any further loans from the Thrift Plan for a period of six months from the loan default date.

No administrative actions facilitating the appropriation of pledged property of a member on Military Leave and on active duty may be undertaken during the period of active duty and the three-month period immediately thereafter unless authorized by the Thrift Plan member.

L. Tax Consequences of Member Loans

Code Section 72(p) requires that loans must be repaid within five years (unless as specified below for MarkWest participants who received a loan for purposes of purchasing a principal residence) and must be amortized (via substantially level payments) over the term of the loan in order to avoid taxable distribution treatment.

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M. Loan Application Procedure

As a requirement for receiving a loan, the member must elect not to have federal income tax withheld in the event the IRS treats the loan as a taxable distribution under Code Section 72. In addition, for an Active Member, who at the time of a request for an Individual Account Loan is receiving wages or salary from the Company, the member must authorize payroll deductions in an amount at least equal to the minimum quarterly payments defined in Section H of these Loan Rules. The member must submit such other forms as may be required under any relevant laws and regulations.

N. Status of Loan Account

Any questions a borrower may have regarding the principal and interest due on the Individual Account Loan at any time should be addressed to the Fidelity Phone Representative at the toll-free number provided.

O. Controlling Law

All loans shall be made with references to and shall be governed by and construed in accordance with the Code, ERISA, and to the extent not preempted by ERISA, the laws of the State of Ohio.

P. Loans initiated under the MarkWest Hydrocarbon Inc., 401(k) Savings and Profit Sharing Plan (MarkWest Plan)

Loans initiated under the MarkWest Hydrocarbon Inc., 401(k) Savings and Profit Sharing Plan ("MarkWest Plan") for purposes of purchasing a principal residence are permitted to maintain the loan repayment period that may not extend beyond 10 years from the date of the loan.

Loans initiated under the MarkWest Plan will maintain the terms that were in effect at the time the loan was approved under the MarkWest Plan, including interest rates, for the term of the loan.

Except as noted above, all other rules governing loan provisions of this Plan shall apply.

Q. Modification and Termination

These rules may be modified at any time and from time to time by action of the Plan Administrator. The Plan Administrator reserves the right to suspend or terminate the Plan's capacity as a lender at any time.

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Taking a Loan

A member can receive a loan by reducing the balance of their account by selling investments equal to the amount of the loan. To take a loan, an employee must:

1. Log on to www.netbenefits.com/marathonpetroleum, the Fidelity NetBenefitsSM website; or
2. Call 1-866-602-0595 to talk to a Fidelity representative.

Loan requests initiated through NetBenefitsSM will be funded from the first available sources within the account in the following order: After-tax, Rollover (after-tax), Rollover (pre-tax), Company Matching, Pre-Tax, and Pre-Tax Employee Catch-Up. Loan requests initiated through NetBenefitsSM will include the option to elect to have the proceeds transferred electronically to a bank account.

Loan requests initiated via telephone will include the option to elect the order of distribution among sources and investment options. If an order of distribution is not elected, the loan request will be funded as described for NetBenefitsSM loan requests. Loan requests initiated via telephone will be mailed to the member's home. (EFT is not available for telephone-initiated transactions.)



Appendix F

Provisions Specific to Markwest Employees

The following provisions are specific to anyone who (i) maintained an account balance under the MarkWest Plan, and (ii) had an amount (vested or non-vested) transferred to the Plan when the MarkWest Plan merged into the Plan (“MarkWest Employee”).

The following is a summary of certain Plan provisions that generally apply to MarkWest Employees:

1. For purposes of determining the vesting service of MarkWest Employees, each MarkWest Employee will be credited with the same vesting service (and vested interest) the MarkWest Employee was credited with under the MarkWest Plan immediately prior to the Plan merger. Any fractional vesting service as of December 31, 2015 of individuals who were employed by MarkWest on December 4, 2015, as recognized by the MarkWest Plan, will be rounded up to the next whole year.
2. A MarkWest Employee’s non-vested amounts held under the Plan as of the Plan merger, if any, will continue to be subject to the following vesting schedule. The following vesting schedule is the same vesting schedule that was used under the MarkWest Plan immediately prior to the Plan merger.

Any amounts that were previously vested under the MarkWest Plan will continue to be 100% vested and will not be subject to the following vesting schedule. Additionally, any Matching Contributions, including earnings on such contributions, made on behalf of MarkWest Employees on or after January 1, 2016 under the Plan will be immediately vested.

<u>Years of Service</u>	<u>Vested Interest</u>
0	0
1	25%
2	50%
3	75%
4	100%

3. A MarkWest Employee’s non-vested amounts held under the Plan as of the Plan merger, if any, will be subject to the forfeiture and reinstatement rules as set forth in the Plan.
4. If a MarkWest Employee becomes employed by a member of the Controlled Group on or after January 1, 2016, such MarkWest Employee will become 100% vested in all non-vested amounts contributed under the MarkWest Plan, but only to the extent such amounts have not previously been forfeited without the possibility of reinstatement.