

**Marathon Petroleum
Change in Control
Severance Benefits Plan**

Effective August 1, 2024



Change in Control Severance Benefits Plan

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1. Purpose

Marathon Petroleum Company LP recognizes that, from time to time, its parent company MPC may explore a sale, merger or reorganization or other transaction that would result in the change in the ownership or control of MPC. If such an event were to occur, it is important to be able to rely on the Company's employees to serve the best interests of MPC and its shareholders, without concern that such employees might be distracted by the personal uncertainties and risks that may be created by the event. Accordingly, the purpose of this Plan is to provide covered eligible employees with a severance benefit opportunity that helps achieve this objective.

This document amends and restates the Plan, and it constitutes both the official plan document and the summary plan description.

2. Definitions

As used in this Plan, the following terms shall have the following meanings (and the singular includes the plural, unless the context clearly indicates otherwise):

“Administrative Committee” means the committee of one or more individuals appointed by Marathon Petroleum Company LP or its delegate to serve as the plan administrator of this Plan; provided, that in the absence of such an appointed person or committee, Marathon Petroleum Company LP shall be the plan administrator of this Plan.

“Annual Base Compensation” means for an Employee, the sum of:

- (i) For an exempt Employee, the Employee's current monthly base salary, and for an hourly or other non-exempt Employee, the Employee's base pay plus overtime pay over the most recent 12 months, divided by 12;

Plus,

- (ii) The Employee's most recent annual cash bonus (for example, under the Marathon Petroleum Annual Cash Bonus Program or similar annual cash bonus program) paid to them during the 12 calendar months preceding the Employee's Separation from Service.

“Board” means the Board of Directors of MPC.

“Cause” means Separation from Service due to the Employee's unacceptable performance, gross misconduct, gross negligence, material dishonesty, material acts detrimental or destructive to the Company, its employees or its property, or any material violation of the policies of the Company.

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“Change in Control” means a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), whether or not MPC is then subject to such reporting requirement; provided, that, without limitation, such a change in control shall be deemed to have occurred if:

- (i) any person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) (a “Person”) is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of MPC (not including in the amount of the securities beneficially owned by such person any such securities acquired directly from MPC or its affiliates) representing 20% or more of the combined voting power of MPC’s then outstanding voting securities; provided, however, that for purposes of this Plan: (1) the term “beneficial owner” shall not include any institution registered as an investment adviser under Section 203 of the Investment Advisers Act of 1940, as amended, or under the laws of any state which (A) holds the securities for the benefit of third parties or in customer of fiduciary accounts in the ordinary course of business (or in the case of an employee benefit plan, allocates the securities to plan participants where participants have voting power) as long as such shares are acquired by the investment adviser without the purpose or effect of changing or influencing control of MPC or engaging in any arrangement subject to Rule 13d-3(b) of the Exchange Act; and (B) disclaims beneficial ownership in accordance with Rule 13d-4 of the Exchange Act in a filing with the Securities and Exchange Commission; and, (2) the term “Person” shall not include (A) MPC or any of its subsidiaries, (B) a trustee or other fiduciary holding securities under an employee benefit plan of MPC or any of its subsidiaries, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, or (D) a corporation owned, directly or indirectly, by the shareholders of MPC in substantially the same proportions as their ownership of stock of MPC; and provided, further, however, that for purposes of this paragraph (i), there shall be excluded any Person who becomes such a beneficial owner in connection with an Excluded Transaction (as defined in paragraph (iii) below); or
- (ii) the following individuals cease for any reason to constitute a majority of the number of directors then serving: individuals who, on the date hereof, constitute the Board and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest including, but not limited to, a consent solicitation, relating to the election of directors of MPC) whose appointment or election by the Board or nomination for election by MPC’s shareholders was approved or recommended by a vote of at least two-thirds of the directors then still in office who either were directors on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or
- (iii) there is consummated a merger or consolidation of MPC or any direct or indirect subsidiary thereof with any other corporation, other than a merger or consolidation (an “Excluded Transaction”) which would result in the voting securities of MPC outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving corporation or any parent thereof) at least 50% of the combined voting power of the voting securities of the entity surviving the merger or consolidation (or the parent of such surviving entity) immediately after such merger or consolidation, or the shareholders of MPC approve a plan of complete liquidation of MPC, or there is consummated the sale or other disposition of all or substantially all of MPC’s assets.

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Notwithstanding the foregoing or any provision of the Plan, with respect to any payment of a benefit under this Plan which would be a payment of deferred compensation within the meaning of Code Section 409A with respect to the Employee and which is a payment made upon the Employee's Separation from Service in connection with a Change in Control, the term "Change in Control" under this Plan shall mean an event that is both a "Change in Control" as defined in the preceding paragraphs and a change in ownership or change in effective control for purposes of Code Section 409A.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company" means Marathon Petroleum Company LP and each related company or business which is part of the same controlled group under Code Sections 414(b) or 414(c); provided that where specified by MPC in accordance with Code Section 409A, in applying Code Sections 1563(a) (1) through (a)(3) for purposes of determining a controlled group of corporations under Code Section 414(b) and in applying Treasury Regulations Section 1.414(c)-2 for purposes of determining whether trades or businesses are under common control under Code Section 414(c), the phrase "at least 50 percent" is used instead of "at least 80 percent."

"Comparable Employment" means employment with the Company, or any entity or person who is a party to the transaction which constitutes a Change in Control (or an affiliate of such entity or person), that (i) (A) with respect to exempt employees provides an annual base salary not materially less than the annual base salary of the Employee's then current employment or (B) with respect to non-exempt employees provides an hourly wage rate and an opportunity for total hours of service that is not materially less than the opportunity for total hours of service of the Employee's then current employment and (ii) either (A) is at a location that is not more than 35 miles from the principal place of employment for the Employee on the Employee's Notice Date or (B) the Employee is offered a transfer subject to provisions of a relocation assistance policy, program or plan that is essentially equal to or greater than the Company's relocation assistance policy, as determined by the Plan Administrator. Employment or an offer of employment will be deemed to be "Comparable Employment" unless the Employee provides written notice to the Company within 30 days after the employment or offer of employment describing the circumstances by which the Employee claims such employment is not "Comparable Employment", and, within 60 days of such notice, the Company fails to cure the circumstances that cause such employment not to be "Comparable Employment." Extension of the Employee's Target Separation from Service Date by mutual agreement shall not be considered "Comparable Employment."

"Disability" means "Disability" as defined under the Marathon Petroleum Long Term Disability Plan.

"Effective Date" means August 1, 2023.

"Eligible Employee" means an Employee described in Section 3(a) of this Plan.

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“Employee” means an individual who is an active, regular full-time or part-time U.S. payroll employee of a Participating Company, but excluding (i) any individual the terms of whose employment is governed by a collective bargaining agreement unless specifically included as a result of a negotiated agreement with the applicable Company collective bargaining unit, (ii) any individual on a “Personal Leave” or an “Educational Leave” as defined under Company policies for such leave types, or returning from such type of leave, (iii) any person classified as a “casual employee” by a Company, (iv) any individual retained under an agreement with a Company that designates such individual as a non-employee or whose compensation is not reported on Internal Revenue Service Form W-2, even if such individual is later re-classified as a common law employee of a Company, and (v) any individual who is classified by a Company as a salary grade 88 or above employee.

ERISA: The Employee Retirement Income Security Act of 1974, as amended.

“MPC” means Marathon Petroleum Corporation or its successor.

“Notice” means a written notice provided by or on behalf of the Company to an Employee stating that the Employee’s employment will be terminated, specifying the Employee’s Target Separation from Service Date and stating that the Employee is eligible for participation in this Plan.

“Notice Date” means the date on which an Employee receives a Notice.

“Participant” means an Eligible Employee who meets the requirements set forth in Section 3(b) of this Plan.

“Participating Company” is defined in Section 15 of this Plan.

“Plan” means the Marathon Petroleum Change in Control Severance Benefits Plan, effective as of the Effective Date set forth above, and as thereafter amended from time to time.

“Plan Administrator” means the Administrative Committee; provided, that, until the Administrative Committee is established, the Plan Administrator shall be Marathon Petroleum Company LP.

“Separation from Service” shall have the same meaning as set forth under Code Section 409A with respect to the Company.

“Separation from Service Date” means the date on which an Employee has a Separation from Service.

“Service” means the years and months of service with the Company credited to the Employee on the Employee’s Separation from Service Date, as determined in accordance with the Marathon Petroleum Employee Service Plan.

“Severance Benefit” means the amount determined in Section 5 of this Plan that is due to a Participant.

“Target Separation from Service Date” means the date specified in the Employee’s Notice as their Separation from Service Date.

“Termination Allowance Plan” means the Marathon Petroleum Termination Allowance Plan or any similar arrangement providing for severance type benefits, as may be in effect from time to time.

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“Waiver and Release” means the written agreement pursuant to which the Eligible Employee, in exchange for a Severance Benefit under this Plan, among other things, releases the Company, their current and former directors, officers, employees and agents, the Company’s employee benefit plans, and the fiduciaries and agents of such employee benefit plans from liability and damages in any way related to the Eligible Employee’s employment with or separation from employment with the Company.

“WARN” means the Workers Adjustment Retraining and Notification Act of 1988, or any similar federal, state, or local law regarding mass employment separations.

“WARN Period” means the 60-day period designated as the WARN Period in an Employee’s Notice. The WARN Period will be equal to eight weeks for purposes of any set off or reduction of an Employee’s Severance Benefit.

“Weekly Base Compensation” means an Employee’s Annual Base Compensation divided by 52.

3. Participation

- (a) **Eligible Employee.** An Employee will be eligible to become a Participant in the Plan and receive a Severance Benefit only if the Employee has an involuntary Separation from Service with the Company — other than on account of death, Disability or Cause — that occurs during the period beginning on the date the Change in Control occurs and ending on second anniversary of that Change in Control date. An Employee who meets the requirements set forth in the preceding sentence will be an “Eligible Employee” and will receive a Notice regarding their Separation from Service, which Notice shall advise them of the date scheduled as their Separation from Service Date.

An Employee who is on “Military Leave”, “Family Leave” of 12 workweeks or less, or “Medical Leave” as defined under the Company policies for such leaves (except employees on a Sick Leave in excess of six months who are not receiving benefits under Marathon Petroleum Long Term Disability Plan nor claiming entitlement to any such benefits) at the time of a Company initiated action which would otherwise result in their Separation from Service, is not eligible to become a Participant until the termination of their leave. Upon the termination of such Employee’s leave, the individual must meet all of the necessary prerequisites to return to active employment with the Company under the terms of the leave and must also then meet all the eligibility requirements described above in this Section 3(a) in order to be eligible to become a Participant.

An Eligible Employee who receives a Notice shall be provided with a form of Waiver and Release.

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- (b) **Participant.** In order to become a Participant, the Eligible Employee must meet the following requirements:
- (i) the Eligible Employee must execute and return to the Plan Administrator (or to the person designated by the Plan Administrator) the Waiver and Release after their Separation from Service Date and prior to the earlier of the time specified in the Notice or 4:45 p.m. on the 52nd day following their Separation from Service Date;
 - (ii) the Eligible Employee must not revoke their Waiver and Release within the time period allowed for revocation after signing it; and
 - (iii) the Eligible Employee must not be disqualified from receiving a Severance Benefit pursuant to the provisions of Section 4 of this Plan.

A Participant who receives benefits under this Plan is ineligible for and waives all of their rights to benefits under the Termination Allowance Plan or any other severance arrangement maintained by the Company.

4. Disqualifying Events

No Severance Benefit shall be paid to an Eligible Employee who otherwise qualifies as a Participant if:

- (a) the Eligible Employee has a Separation from Service prior to the date scheduled as the Eligible Employee's Target Separation from Service Date for any reason other than an involuntary Separation from Service without Cause initiated by the Company, or the fails to continue to perform the duties of their Company employment through the Target Separation from Service Date;
- (b) the Eligible Employee fails to return all property and materials of the Company to their supervisor or other appropriate Company representative by their Separation from Service Date;
- (c) the Eligible Employee is offered Comparable Employment; or
- (d) the Eligible Employee accepts any other offered employment position with the Company before the Eligible Employee's Target Separation from Service Date.

5. Severance Benefit

A Participant will be entitled to a lump-sum cash Severance Benefit in an amount equal to the greater of (i) four weeks of the Participant's Weekly Base Compensation multiplied by the number of full years of Service credited to the Participant as of their Separation from Service Date or (ii) four weeks of the Participant's Weekly Base Compensation multiplied by a factor equal to the Participant's Annual Base Compensation divided by \$10,000 with the result for the factor rounded up to the next tenth; provided, that, in either case of clauses (i) or (ii), such cash Severance Benefit shall not be less than 24 weeks of the Participant's Weekly Base Compensation nor more than 104 weeks of the Participant's Weekly Base Compensation.

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The cash Severance Benefit calculated pursuant to this Section 5 for a Participant shall be reduced by the amount of any cash compensation payable to the Participant by the Company on account of the Participant's Separation from Service, pursuant to (a) a written employment agreement with the Company, (b) another severance plan or program of the Company, or (c) any other obligation by the Company or any other individual or entity to provide a payment to such Participant in the event of the Participant's involuntary Separation from Service with the Company, including salary or wages payable to the Participant under WARN. The preceding sentence does not apply to any amounts otherwise payable to the Participant under any long-term incentive Plan of the Company.

6. Payment of Severance Benefit

If the Participant has timely and properly executed and returned, and has not revoked, the Waiver and Release and, thus, has satisfied the Waiver and Release requirements of this Plan, then the Company shall pay to the Participant their Severance Benefit determined under Section 5 of this Plan in a cash lump sum within 75 days of the Participant's Separation from Service Date; provided, that in no event, will the Severance be paid prior to the expiration of the eight day revocation period following the Participant's execution of the Waiver and Release.

Notwithstanding any provision of the Plan to the contrary, if the Participant is a "specified employee" as determined in accordance with the Company's established policy, any payment of deferred compensation within the meaning of Code Section 409A under this Plan on account of the Participant's Separation from Service which would otherwise be paid within six months of their Separation from Service Date shall be paid on the earlier of (i) during the seventh month after the Participant's Separation from Service Date, or (ii) a date that otherwise complies with the requirements of Code Section 409A of the Internal Revenue Code.

If the Participant dies after their Separation from Service Date and after executing the Waiver and Release (without having timely revoked it) but before receiving payment of their Severance Benefit, the Severance Benefit shall instead be paid within 60 days of the Participant's death to Participant's surviving spouse or other family member(s) to the extent permitted by applicable law or otherwise to the Participant's estate, as determined by the Plan Administrator.

7. Limitation on Certain Excess Parachute Payments

Notwithstanding any provision of this Plan to the contrary, the Plan Administrator shall reduce the Severance Benefit to which a Participant would otherwise be entitled under this Plan if the Plan Administrator determines that (i) such Severance Benefit would be subject to the excise tax imposed by Code Section 4999 (the "Excise Tax") and (ii) the Participant would be in a better net-tax position if such Severance Benefit were reduced so that the Excise Tax does not apply or is otherwise reduced. The Plan Administrator may not reduce the Severance Benefit below the maximum level at which the Excise Tax does not apply.

All determinations and calculations required under this Section 7 shall be made at the sole discretion of the Plan Administrator.

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8. Withholding

The Company shall have the right to withhold and/or cause to be withheld from any amount to be paid to or on behalf of a Participant under this Plan any federal, state, or local withholding or other taxes or charges which from time to time it is required to withhold.

9. Plan Administration

Except as otherwise expressly provided in the Plan, the Plan Administrator has the responsibility and authority for the operation and administration of the Plan. The Plan Administrator is authorized to construe and interpret the Plan, and the Plan Administrator's decisions shall be final and binding upon all persons. The Plan Administrator shall make all reports and disclosures required by law with respect to the Plan.

In determining the eligibility of participants 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 instrument 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 the Plan Administrator deems it to be appropriate, the Plan Administrator may, but is not required to, evidence:

- i. The exercise of such discretion; or
- ii. 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 the Plan Administrator's authority shall be final and binding. 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.

10. Claim Procedures

- (a) **Filing and Determination of Claim.** An individual — whether an Employee, Eligible Employee or Participant — who believes they are entitled to receive a benefit under this Plan and desires written confirmation must submit a claim in writing to the Plan Administrator. The Plan Administrator shall, within 90 days after receipt of the claim, either allow or deny the claim in writing.
- (b) **Denial of Claim.** Any initial denial of a claim for benefits shall be from the Plan Administrator in writing, setting forth, in a manner calculated to be understood by the claimant, the following:
 - (i) the specific reason(s) for the denial;
 - (ii) specific reference(s) to pertinent provision(s) of the Plan on which the denial is based;
 - (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

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- (iv) an explanation of the Plan's review procedure and time limits applicable to such procedure, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination.
- (c) **Request for Review of Denial.** Within 60 days after a claimant's receipt of written notification of denial of a claim, the claimant (or their duly authorized representative) upon written application to the Plan Administrator, may request a review of such denial. The application shall state the name and address of the claimant; the fact that the claimant is disputing the denial of claim; the date of the notice of denial; and the reason(s), in clear and concise terms, for disputing the denial. In addition, to the extent required by law, claimant shall have the right to (i) be provided with, upon request and free of charge, reasonable access to and copies of all pertinent documents, records and other information relevant to their claim, and (ii) submit in writing to the Plan Administrator any comments, documents, records or other information relating to their claim.
- (d) **Review of Denial.** The Plan Administrator shall make a decision on review of a denied claim within 60 days after receipt of the request for review, taking into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. The decision on review shall be deemed final. The Plan Administrator's decision on review shall be in writing, setting forth, in a manner calculated to be understood by the claimant the following:
 - (i) the specific reason(s) for the final decision;
 - (ii) specific reference(s) to the pertinent provisions of the Plan on which the final decision is based;
 - (iii) a description of any additional material or information necessary in order for the claim to be approved, and an explanation of why that material or information is necessary;
 - (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his/her claim; and
 - (iv) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to bring an action under ERISA Section 502(a).

The Plan Administrator shall, upon request, provide a claimant whose claim is denied any information that the Plan generated or obtained in the process of making the particular determination and must specifically identify to the claimant any internal rules, guidelines, or protocols that served as the basis for the adverse determination.

- (e) **Extensions of Review Periods.** The 90-day period described in Section 10(a) and the 60-day period described in Section 10(d) may be extended at the sole and absolute discretion of the Plan Administrator for a second 90-day or 60-day period, as the case may be, provided that written notice of the extension is furnished to the claimant prior to the termination of the initial period, indicating the special circumstances requiring such extension and the date by which a final decision is expected. Any person submitting a claim may, with the consent of the Plan Administrator, withdraw the claim at any time, or defer the date as of which such claim shall be deemed filed for purposes of this procedure.

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- (f) **Seeking Review of a Claim in Court.** The claimant must first exhaust their claim and review rights as provided under the claim procedures set forth in this Section 10 before seeking review of their claim in court. If the Plan Administrator does not follow the claim procedures set forth in this Section 10, the claimant shall be entitled to seek review of their claim in court without first exhausting the claim and review rights as provided under these claim procedures. Any lawsuit or other legal or equitable action initiated by a claimant under the Plan must be brought by the claimant no later than one year following the final decision on his or claim for benefits under these claim procedures. The one-year limitation period in the preceding sentence shall apply in any forum in which the claimant initiates such lawsuit or other legal or equitable action, and if no such lawsuit or other legal or equitable action is filed within such period, the claimant's benefit claim shall be deemed to be permanently waived and abandoned by the claimant and the claimant shall be barred from reasserting such claim.

11. Code Section 409A

To the extent any payment hereunder would be subject to Code Section 409A, it is intended that the provisions of this Plan satisfy the requirements of Code Section 409A and that the Plan be operated in a manner consistent with such requirements to the extent applicable.

12. Governing Law

Except to the extent preempted by ERISA or otherwise governed by federal law, the validity, interpretation, construction and performance of this Plan shall be governed by the laws of the State of Ohio, without regard to conflicts of law provisions therein.

13. Participating Companies

Upon specific authorization and subject to such terms and conditions as it may establish, Marathon Petroleum Company LP may permit eligible employees of subsidiaries and affiliated organizations to participate in this Plan as a "Participating Company." Currently, the Participating Companies include Marathon Petroleum Company LP, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC, MW Logistics Services LLC, Marathon Refining Logistics Services LLC.

14. Plan Amendment and Termination

Marathon Petroleum Company LP or its delegate may at any time amend or terminate this Plan by written action, provided that for a period of two years following a Change in Control, the Plan may not be amended in a manner adverse to an Employee with respect to that Change in Control.

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15. Other Provisions

- (a) **Payments Not Benefits Bearing.** Severance Benefits paid under this Plan shall not be treated as eligible “compensation” for purposes of any retirement, savings, deferred compensation or similar plan of the Company, including, but not limited to, the Marathon Petroleum Retirement Plan, the Marathon Petroleum Thrift Plan, the Marathon Petroleum Excess Benefit Plan, and the Marathon Petroleum Executive Deferred Compensation Plan.
- (b) **No Assignment or Alienation.** No amount payable at any time under this Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, commute, anticipate, mortgage or otherwise encumber, transfer, hypothecate or convey any such benefit, whether presently or subsequently payable, shall be void. Except as required by law, no benefit payable under this Plan shall, prior to actual payment, in any manner be subject to seizure, garnishment, attachment, execution, sequestration or other legal process for the payment of any debts, judgments, alimony, separate maintenance or liability of any Participant, or be transferrable by operation of law in the event of a Participant’s or any other person’s bankruptcy or insolvency.
- (c) **Plan Administrator’s Authority to Act.** The Plan Administrator is authorized to comply with any court order in any action in which the Plan or the Plan Administrator has been named as a party, including any action involving a determination of the rights or interests in an Executive’s benefits under the Plan.
- (d) **Overpayments.** If any Severance Benefit is paid to or on behalf of a Participant and the Plan Administrator determines that all or part of such payment was not owed under the terms of the Plan, the Company reserves the right to recover such payment, including deducting such amounts from any sums due the Participant from the Company.
- (e) **Cooperation with Plan Administrator.** As a condition for the receipt of any benefit under this Plan, the Participant shall cooperate with the Plan Administrator by furnishing any and all information requested by the Plan Administrator and take such other actions as may be requested in order to facilitate the administration of the Plan and the payment of benefits under the Plan.
- (f) **No Right to Employment.** This Plan does not confer upon any Employee the right to be retained in the service of the Company, nor, subject to any collectively bargained agreement, affect the right of the Company to terminate the employment of any Employee at any time for any reason with or without Cause.
- (g) **Validity; Severability.** If any provision of the Plan shall be held unlawful or otherwise invalid or unenforceable in whole or in part, the unlawfulness, invalidity, or unenforceability shall not affect any other provision of the Plan, each of which shall remain in full force and effect.
- (h) **Entire Plan.** This Plan contains the complete statement of its terms. The Plan may only be amended or terminated in writing and then only as provided in Section 14. The legal or equitable rights or interests of any person in this Plan, and the Company’s obligations or liabilities therefor, shall be exclusively determined by the express provisions of the Plan.

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16. General

Plan Name	Marathon Petroleum Change in Control Severance Benefits Plan
Plan Number	551
Plan Year	Calendar year (January 1 through December 31)
Plan Sponsor	Marathon Petroleum Company LP 539 South Main Street Findlay, Ohio 45840
Employer Identification Number (of the Plan Sponsor)	31-1537655
Plan Administrator (and agent for service of legal process)	Marathon Petroleum Company LP* 539 South Main Street Findlay, Ohio 45839-01 Phone 419-422-2121 * Once the Administrative Committee is established, the Plan Administrator shall be the Administrative Committee.
Type of Plan	The Plan is an employee welfare benefit plan the provides severance benefits.
Plan Funding	The Plan's benefits are unfunded and are paid by the Company from its general assets.
Inspection of Plan Documents	Plan documents may be inspected by making a request at any Company Human Resources office or by writing to: Marathon Petroleum Company LP Benefits Administration 539 Main Street Findlay, Ohio 45840

17. Rights under ERISA

The following information states a Participant's rights under ERISA.

As a participant in the Marathon Petroleum Company LP Change in Control Severance Benefits Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA"). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including where applicable collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

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.

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Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

If your claim for a welfare 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 Plan 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 Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. 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. However, no legal action may be commenced or maintained against the Plan until after you exhaust the Plan’s claim procedures, which are described in this document.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator.

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

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration’s publications hotline at 1-866-444-3272.