

# **Marathon Petroleum Retirement Plan**

## **Summary Plan Description**

**(Marathon Cash Balance Benefit, Marathon Legacy Retirement Benefit and Northwestern Benefit)**

**Effective August 1, 2024**

This is an updated summary plan description (“SPD”) for the Marathon Petroleum Retirement Plan (“Plan”). Keep this SPD for future reference.

If you received this SPD by electronic means, you have the right to request and receive a hardcopy version of same at no charge by contacting the Plan Administrator at the contact information provided under the “Other Plan Information” section of this SPD.



# Retirement Plan

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## IMPORTANT INFORMATION

### What is This Document?

This document describes the terms of the Marathon Petroleum Retirement Plan (the “Plan”) that apply if you only have these types of benefit under the Plan:

- A cash balance type of benefit relating only to your Marathon (or its affiliates) employment;
- A frozen legacy retirement type of benefit relating to your Marathon (or its affiliates) employment prior to 2010; and
- A frozen legacy retirement type of benefit relating to your participation in the Northwestern pension plan that was merged into the plan on January 1, 1999.

This document constitutes the summary plan description (“SPD”) of the Plan as required by the Employee Retirement Income Security Act of 1974 (“ERISA”). Since this is a summary, the description does not cover every provision of the Plan. Many complex concepts have been simplified or omitted in order to present a more understandable Plan description. If the Plan description is incomplete or if there is any inconsistency between the information provided here and the official Plan text, the provisions of the official Plan text will apply to the extent permitted by law.

### What Action Do I Need to Take?

You should review this SPD and keep it for future reference. Also, this SPD may from time to time be updated with a Summary of Material Modifications (“SMM”) describing certain changes to the Plan. You should also review any SMM and keep all of the SMMs for future reference.

### Class of Participants and Beneficiaries Covered by This SPD; Separate SPDs

This version of the SPD describes the Plan’s provisions as they apply to participants and their beneficiaries who are eligible only for the Plan’s frozen legacy retirement benefit and its cash balance benefit as noted above. Separate versions of the SPD describe the Plan’s cash balance only benefit, frozen legacy retirement benefit, frozen Andeavor plan benefits, and frozen Catlettsburg plan benefits as applicable to certain Plan participants and beneficiaries.

#### **In-Service Distribution Feature (Legacy Retirement Benefit and Northwestern Benefit)**

If you are age 59½ or above, you may take an in-service distribution of your Legacy Retirement Benefit and your Northwestern Benefit. You do not have to terminate employment or otherwise retire to take this distribution. This feature is explained below in (1) the “In-Service Distribution Feature (Legacy Retirement Benefit Only)” explanation under the “WHEN AND HOW YOUR BENEFIT IS PAID” portion of the SPD that covers the Legacy Retirement Benefit, and (2) the “In-Service Distribution Feature” explanation under the portion of the SPD that covers the Northwestern Benefit.



# Retirement Plan

## **USING THIS SUMMARY PLAN DESCRIPTION**

The Plan is a defined benefit type pension plan sponsored by Marathon Petroleum Company LP (“Marathon”). The Plan provides benefits to eligible employees of Marathon and other Participating Employers.

This document is the summary plan description (“SPD”) for the Plan. This SPD describes the provisions of the Plan as in effect on August 1, 2024.

This document summarizes the terms of the Plan, including the particular eligibility requirements for coverage, the benefits provided, the conditions that must be met to qualify for Plan benefits, and the times and forms of payment of Plan benefits, plus certain other Plan provisions.

Plan provisions varied in the past and may change in the future. Marathon reserves the right to amend or terminate the Plan and any other benefit plan at any time without any advance notice, except such notice as may be required by applicable law.

Some special Plan provisions are not fully described in this SPD. Usually, these special provisions are the result of corporate transactions or agreements between Marathon Petroleum Corporation (or one or more of its subsidiaries or affiliates) and other companies, or are the result of past changes to certain Plan rules. You may obtain more information about these special provisions by contacting the Plan Administrator. Refer to the “Contact Information” section below for information about how to contact the Plan Administrator.

The Plan is a complex and technical legal document. Although every effort has been made to make the description in this SPD as accurate as possible, this SPD does not include every relevant detail of the Plan. To the extent this SPD conflicts with the official Plan document, the official Plan document controls. Your right to any benefits under the Plan depends on the actual facts and the terms and conditions of Plan documents, and no rights accrue by reason of, or arising out of, any statement shown in or omitted from this SPD.

This SPD is not intended to, nor does it, create a contract of employment with Marathon or any member of the Marathon Controlled Group.

**IMPORTANT:** If you terminated your employment with Marathon and all members of the Marathon Controlled Group prior to the effective date of this SPD, different Plan provisions may apply to you.

## **APPENDIX B DESCRIBES YOUR NORTHWESTERN BENEFIT**

The main portion below of this SPD describes your Marathon Cash Balance Retirement Benefit, Marathon Legacy Retirement Benefit, and the Plan’s general provisions.

Appendix B to this SPD describes your Northwestern benefit.

References in the main part of this SPD to “Plan benefits,” generally mean and include your Marathon benefits and your Northwestern benefit. Except where specifically provided in Appendix B, the main provisions of this SPD apply to your Northwestern benefit.



# Retirement Plan

## **CONTACT INFORMATION**

Fidelity Workplace Services LLC (“Fidelity”) provides recordkeeping services to Plan participants and beneficiaries. Fidelity is the Plan’s recordkeeper.

Many Plan transactions can be initiated by logging onto the Fidelity NetBenefits website, available at [www.netbenefits.com/marathonpetroleum](http://www.netbenefits.com/marathonpetroleum), logging onto the NetBenefits Mobile App or by calling Fidelity at 1-866-602-0595. Refer to the “Other Plan Information” section below for Fidelity’s address.

Also, refer to the “Other Plan Information” section below for the contact information for the Plan Administrator and the Plan’s Trustee.

## **PURPOSE OF THE PLAN**

The Plan’s purpose is to provide you with income after your retirement.

The Plan is intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986 (“Internal Revenue Code”), and is subject to the provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”).

## **MARATHON CONTROLLED GROUP; PARTICIPATING EMPLOYER**

### **Marathon Controlled Group**

As used in this SPD, “Marathon Controlled Group” means the companies and other entities included with Marathon Petroleum Company LP (“Marathon”) in a single group determined under Internal Revenue Code Sections 414(b), (c), (m), (n), or (o).

This term is used in this SPD, because it is important for various Plan rules. For example, you cannot take payment of your Plan benefit until you terminate employment from all members of the Marathon Controlled Group.

### **Participating Employer**

As used in this SPD, “Participating Employer” means the companies and other entities in the Marathon Controlled Group that participate in the Plan. Marathon is a Participating Employer. The other current Participating Employers are listed in the table in the section below titled “Other Plan Information.” The Participating Employers may change from time to time as determined by Marathon.

This term is used in this SPD, because it is important for various Plan rules. For example, only your compensation earned for employment with a Participating Employer is taken into account for determining your Plan benefit.

## **ELIGIBILITY TO PARTICIPATE IN THE PLAN**

### **Who is Eligible**

To participate in the Plan, you must either have an undistributed benefit in the Plan or be an eligible employee.

In general, you are an eligible employee if you are classified as an employee of Marathon or another Participating Employer, and you are not in an excluded category.



## Retirement Plan

You are eligible to begin earning a benefit under the Plan on your first day of employment with a Participating Employer if you meet the above requirements and are not excluded in one of the categories outlined in “Who is Not Eligible” section below.

### **Who is not Eligible**

You are not an eligible employee and cannot actively participate in the Plan if you are:

- A leased employee.
- Not a U.S. citizen, unless you are a non-U.S. citizen hired in the U.S. to perform services in the U.S.
- An independent contractor, even if reclassified as a common-law employee.
- Covered by a collective bargaining agreement with a member of the Marathon Controlled Group that does not expressly provide for your participation in the Plan.
- Covered by an agreement specifying that you are not eligible to participate in the Retirement Plan.
- Not classified as an employee on a Participating Employer’s payroll, even if you are reclassified as a common law employee by a third party.
- An employee participating in another retirement plan contributed to by a member of the Marathon Controlled Group, other than the Marathon Petroleum Thrift Plan and this Plan.

If you terminate employment and are subsequently reemployed by a Participating Employer, your active participation in the Plan will resume on the first day of your reemployment, provided that you are at that time an eligible employee.

### **When Participation Begins**

Once you meet the eligibility requirements, you automatically become an active participant in the Plan. You do not need to enroll.

### **When Participation Ends**

You are no longer an active participant in the Plan on the day you terminate employment from a Participating Employer or otherwise cease to meet the Plan’s eligibility requirements.

You continue as an inactive participant in the Plan if you have an undistributed vested benefit under the Plan. As an inactive participant, you will not earn any additional Pay Credits, but your notional Cash Balance account will continue to receive Interest Credits as provided for under the Plan until you have received payment of all of your vested benefits under the Plan.

## **PLAN COSTS AND CONTRIBUTIONS**

Marathon and each Participating Employer pay the costs of the Plan.

All contributions to the Plan are held in a trust fund set up to provide future Plan benefits and to pay Plan expenses.





## Retirement Plan

### **VESTING**

Your benefit under the Plan normally vests after three years of Vesting Service. Being “vested” in your Plan benefit means that you have a right to a benefit under the Plan after your employment with the Marathon Controlled Group ends.

If you terminate employment with all companies that are part of the Marathon Controlled Group before completing at least three years of Vesting Service, in most cases your Plan benefit is forfeited. In this situation you are not eligible for a benefit under the Plan.

Even if you do not have three years of Vesting Service, you are vested in your Plan benefit if any of the following apply:

- You reach age 65 during employment with the Marathon Controlled Group.
- You terminate employment with the Marathon Controlled Group due to death or disability. Disability for this purpose is defined in the Plan.
- You are involuntarily terminated from your employment with the Marathon Controlled Group within 24 months of a change in control. Change in control for this purpose is defined in the Plan.
- Marathon has determined that some other event has occurred which should result in your becoming fully vested.

#### *Vesting Service*

For vesting purposes, “service” means the length of time in months during which you either receive or are entitled to receive pay from a Participating Employer or another member of the Marathon Controlled Group. You are credited with a year of Vesting Service if you are compensated or entitled to compensation by a Participating Employer or a member of the Marathon Controlled Group for 1,000 hours or more in a Service Year.

You also receive service credit for time during which you are laid off (if such layoff is for less than 12 consecutive months) or on an approved leave status with a member of the Marathon Controlled Group, or you are a “leased employee” (as defined in the Internal Revenue Code) for a Participating Employer or a member of the Marathon Controlled Group.

A “Service Year” consists of 12 months of service that begins on the date you first perform an hour of service. For calculating Vesting Service after your first Service Year of employment, the period for further Vesting Service calculations is changed to the Plan Year (the calendar year). The first calendar year measurement period will be the calendar year that follows the date you first perform an hour of service.

For purposes of the 1,000-hour requirement: a non-exempt employee’s actual hours worked are counted; an exempt employee is credited with 45 hours for a weekly payroll and 90 hours for a bi-weekly payroll; and, a non-exempt or exempt employee on an approved leave of absence is credited with 45 hours for a weekly payroll and 90 hours for a bi-weekly payroll.

Service credit (as well as benefits) with respect to qualified military service are provided in accordance with Internal Revenue Code Section 414(u).

Additional service crediting rules for purposes of determining an employee’s Vesting Service also apply — for example, with respect to business or companies acquired by Marathon or its affiliates, for certain service as a so-called “leased employee,” various leaves of absences, and other special situations.

## HOW YOUR PLAN BENEFIT IS CALCULATED

### Your Plan Benefit Consists of Two Types of Retirement Benefit

Your Plan benefit consists of the sum of two types of retirement benefit. They are:

- Your Cash Balance Retirement Benefit, which is for your Marathon employment after 2009.
- Your Legacy Retirement Benefit, which is for your Marathon employment before 2010. This is a “frozen” type of retirement benefit, meaning you do not earn any additional benefit.

References to your “Plan benefit” in this SPD mean your Cash Balance Retirement Benefit and your Legacy Retirement Benefit.

### CASH BALANCE RETIREMENT BENEFIT

To the extent that you are employed by a Participating Employer after December 31, 2009, and are otherwise eligible for the Plan, you will be entitled to a “Cash Balance Retirement Benefit” when you become vested. This means your benefit will be determined under a lump-sum based formula, which will take into account your annual Pay Credits and monthly Interest Credits. Your accumulated Pay and Interest Credits are your “Cash Balance,” which is reflected in the Plan’s records as a notional Cash Balance account.

When you retire or separate, the vested amount credited to your notional Cash Balance account will be your Cash Balance Retirement Benefit.

### Pay Credits

Under the cash balance formula, as an active Plan participant you receive annual “Pay Credits” equal to a percentage of your Cash Balance Compensation based on your Plan points. Plan points for a Plan Year (the calendar year) equal the sum of your age and Cash Balance Service, each determined in years and months as of the last day of the Plan Year.

For example, if you are 40 years old and have 15 years of Cash Balance Service, you will have a total of 55 plan points. If you are 55 years old and have 25 years of Cash Balance Service, you will have a total of 80 plan points.

The Pay Credit percentage rates are as follows:

Your Plan Points	Your Pay Credit Percentage
Less than 50 points	7%
50 to 69 points	9%
70 or more points	11%



## Retirement Plan

### **Interest Credits**

Your Cash Balance Retirement Benefit will also grow with monthly Interest Credits. As of the last day of each calendar month, an “Interest Credit” will be added to your notional Cash Balance Benefit. This Interest Credit is calculated by multiplying your cash balance as of the first day of the calendar month times one-twelfth of the interest crediting rate in effect for the calendar year. The interest crediting rate for a calendar year is the greater of 3% or the average annual rate of interest on 30-year Treasury securities (which is set each January 1 based on the rates in effect for the preceding August, September and October).

### **Cash Balance Compensation**

“Cash Balance Compensation” generally includes wages and salaries for time worked, including amounts you elect to contribute or defer under the Marathon Petroleum Section 125 and/or Health Care Flexible Spending Account Plans, or under the Marathon Petroleum Thrift Plan, and it excludes reimbursements or other expense allowances, fringe benefits, deferred compensation, prizes, premiums for group term life insurance, welfare benefits, certain amounts related to long-term incentive awards, payment for accrued vacation or other leave paid after termination of employment, and salary continuation or severance paid after termination of employment.

Cash Balance Compensation does not include amounts earned for service with a member of the Marathon Controlled Group that is not a Participating Employer, or amounts earned while not an eligible employee under the Plan.

Cash Balance Compensation does not include long-term incentive award type compensation, for example, amounts realized from restricted stock unit, performance share or other awards under a long-term incentive plan of Marathon or an affiliate.

Cash Balance Compensation is also subject to applicable annual limits under the Internal Revenue Code.

### **Cash Balance Service**

Your “Cash Balance Service” is the sum of (a) the number of calendar months after December 31, 2009, during which you are eligible employee under the Plan, including any period you are on an approved paid or unpaid leave from a Participating Employer, and (b) your years of Vesting Service under the Plan as of December 31, 2009.

In certain uncommon situations, your months of service under (a) above also includes service during which you were employed by a member of the Marathon Controlled Group, but not eligible for the Plan, but you became eligible due to promotion, or you participated in another retirement plan sponsored by a member of the Marathon Controlled Group that is not a Participating Employer and you become eligible to participate in the Plan due to your transfer to a Participating Employer.

Your Cash Balance Service may also include your service at a prior employer where Marathon or one of its affiliates acquired that company or its business and a special service crediting rule under the Plan applies to you as a result of that transaction.



## Retirement Plan

### LEGACY RETIREMENT BENEFIT

To the extent that you were employed by a Participating Employer before January 1, 2010, and were otherwise eligible for the Plan, you will be entitled to a “Legacy Retirement Benefit” when you become vested.

#### Formula Used to Calculate Benefit

Your Legacy Retirement Benefit is a monthly benefit calculated assuming you start it at your Normal Retirement Age (which is age 65) and that you have at least 37 years and 6 months of Legacy Benefit Service, and the benefit will be such that the sum of (i) one-half of the Primary Social Security Benefit and (ii) the benefit payable under the Plan, will equal 60% of the your Final Average Pay. If you have less than 37 years and 6 months of Legacy Benefit Service, the benefit will be reduced proportionately. The maximum Social Security offset will equal 50% of your retirement benefit calculated before the offset.

This Legacy Retirement Benefit formula is shown in a different way by this mathematical formula:

$$\begin{aligned} & [(1.6\% \times \text{Your Final Average Pay}) - (1.33\% \times \text{Your Estimated Social Security Benefit})] \\ & \quad \times \text{Your Years of Legacy Participation Service} \end{aligned}$$

**Note:** In the mathematical formula, the “1.33%” is a simplified result of 50% divided by 37.5. In actual calculation, the full result is used.

#### Benefit is Frozen

Your Legacy Retirement Benefit is a “frozen” benefit, meaning you can no longer earn an additional amount of this type of benefit. Specifically:

- Your Legacy Participation Service was frozen as of December 31, 2009;
- Your Final Average Pay was frozen as of December 31, 2012; and
- Your Estimated Primary Social Security Benefit was frozen as of December 31, 2012.

Additionally, the amount of your Legacy Participation Service is capped at 37.5 years.

Your Vesting Service and age will generally continue to be updated under the Legacy Retirement Benefit formula for purposes of early retirement benefits eligibility, explained below.

#### Offsets That Reduce Your Benefit

Your Legacy Retirement Benefit will be reduced (“offset”) by retirement benefits you have from other plans for which additional participation time was granted, as provided in the official Plan document. For example, if you have a benefit under the Plan’s so-called “Catlettsburg Component” or “Northwestern Component,” your monthly Legacy Retirement Benefit will be reduced by the monthly amount of that other benefit.

Also, and again as provided in the official Plan document, if you were employed by an employer who was acquired by Marathon or another member of the Marathon Controlled Group, your monthly Legacy Retirement Benefit will be reduced (“offset”) to reflect the benefit payable from a pension plan or similar retirement type plan maintained by such acquired employer. An example of such an offset is the benefit payable from the Ashland Inc. and Affiliates Pension Plan.



# Retirement Plan

## Definitions of Terms Used in Benefit Formula

As used in the Legacy Retirement Benefit Formula:

- “Legacy Participation Service” generally includes full months during which you received or were entitled to receive compensation from a Participating Employer. Approved leaves of absence and periods of layoff of less than 12 consecutive months are also credited. Other special service crediting rules as provided in the official Plan document also apply — for example, certain service at companies or businesses acquired by Marathon or other members of the Marathon Controlled Group. No service of any kind after December 31, 2009, is counted as Legacy Participation Service.
- “Final Average Pay” means your highest total Gross Pay for any consecutive 36-month period during your ten years of active employment prior to January 1, 2013, divided by 36.
- “Gross Pay” includes, generally, pay for hours worked (including overtime pay), paid time off, and it is determined before any offset for military pay while on military leave, and before deducting employee pre-tax contributions to the Marathon Petroleum Thrift Plan or a Marathon “cafeteria” type plan. Cash incentive bonuses paid prior to retirement or termination of employment are generally included. Gross Pay generally excludes signing bonuses, any bonus paid after termination or retirement, relocation allowances, tax allowances, equalization payments or reimbursements, location premiums, travel pay, non-qualified deferred compensation, items not paid in cash (such as, items that result in imputed income), severance or separation pay, and any leave cash-out received after termination of employment or retirement. Gross pay does not include compensation received from an employer other than a Participating Employer. Gross Pay is also subject to applicable annual limits under the Internal Revenue Code.
- “Estimated Primary Social Security Benefit” means, generally, the estimated amount based on the social security law and benefit levels in effect at the earlier of December 31, 2012, your retirement/termination of employment or death and using several assumptions regarding your earnings as defined in the official Plan document.

## WHEN AND HOW YOUR PLAN BENEFIT IS PAID

### When Your Plan Benefit is Payable

Your Plan benefit is only payable after you terminate employment from the Marathon Controlled Group with a vested benefit, **except for the Plan’s in-service distribution feature explained below that applies to your Legacy Retirement Benefit.**

Normal Retirement Age is age 65. When you reach that age, you can retire or separate and receive your Plan benefit beginning on the first day of the month immediately after you reach age 65.

If you work past age 65, you will continue to earn an additional Cash Balance Retirement Benefit under the same formula as before age 65.

**Your vested benefit is also payable at any age prior to age 65.** You can choose to receive your Plan benefit if you terminate employment with a vested benefit **before** you reach Normal Retirement Age, **regardless of your age at that time.** For example, if you terminate employment from the Marathon Controlled Group at age 30 with a vested Plan benefit, you can choose to receive your Plan benefit at that time.



## Retirement Plan

Your Plan benefit can be paid as early as the first of the month following the month in which you terminate employment, provided that you timely submit all required and properly completed benefit election forms.

When it is time for your Plan benefit to begin, you will normally have a choice of whether to receive all of your Plan benefit in a lump sum payment or to receive one of several lifetime monthly pension payment options.

### **Early Retirement Benefit (Legacy Retirement Benefit Only)**

Generally, your monthly Legacy Retirement Benefit is reduced to an “actuarial equivalent” amount for every month you choose to start collecting benefits before Normal Retirement Age (age 65). Your monthly Legacy Retirement Benefit will not be reduced as much if you are eligible for early retirement under the Plan.

You are eligible for early retirement if you terminate your employment with the Marathon Controlled Group (“retire”) after age 50 and after completing at least ten years of Vesting Service. In this situation:

- If you retire and start your Plan benefit after age 62, there is no reduction in your monthly Legacy Retirement Benefit.
- If you retire and start your Plan Benefit before age 62, your monthly Legacy Retirement Benefit is reduced by 3% for each year before age 62 to age 59, and by 4% for each year below age 59 to age 50. For example, if you retire at age 50 with ten or more years of Vesting Service, you can choose to start monthly payments of your Legacy Retirement Benefit at 55% of the amount of that benefit determined at Normal Retirement Age as explained above. (Additional adjustments to the monthly payment may be made if you elect a benefit with a survivor feature, explained below.)

*Reemployment After a Break in Service:* If you terminated employment with the Marathon Controlled Group prior to 2010 and then returned to employment with a member of the Marathon Controlled Group on or after January 1, 2010, and after you had a break in service, then you will not be eligible to grow into eligibility for an early retirement benefit. For this purpose, a “break in service” means an anniversary service year during which you did not complete more than 500 hours of service (as defined in the official Plan document). “Anniversary Service Year” means the 12-month period beginning with your original date of hire and each anniversary thereafter. If you returned to employment with a member of the Marathon Controlled Group before you had a break in service, you will be eligible to grow into eligibility for the early retirement benefit.

**Note:** Special rules apply if you who have a benefit under the Ashland Inc. and Affiliates Pension Plan.

### **In-Service Distribution Feature (Legacy Retirement Benefit Only)**

If you are age 59½ or above, you may take an in-service distribution of the Legacy Retirement Benefit portion of your Plan benefit. **This means that you do not have to terminate employment with the Marathon Controlled Group to take this portion of your benefit.**

If you choose to take an in-service distribution of your Legacy Retirement Benefit, the amount of the benefit and your payment options will be determined according to the Plan’s regular rules for taking the Legacy Retirement Benefit. For example, this means:

- If you take an in-service distribution before age 65, the benefit will be determined like in the same manner as would be the case if you terminated employment and took the benefit at that time — such as, a Normal Retirement Benefit, an Early Retirement Benefit, or a regular termination of employment type benefit as may be the case.



## Retirement Plan

- **You may take the distribution in the form of a lump sum** or in any other the Plan's other payment forms.
- If you are married, you will need your spouse's consent for certain forms of payment — such as, a lump sum form — just like you need such consent for regular distributions after termination of employment.
- If you take the in-service distribution as a lump sum, you may roll over your distribution, such as, to an individual retirement account ("IRA").

### Late Retirement Benefit

If you wait until after age 65 to take your Plan benefit, your Legacy Retirement Benefit will be adjusted to take into account the delay from age 65 to your payment date. Your Cash Balance Retirement Benefit is adjusted for this situation by the continued addition of Interest Credits to your notional Cash Balance account after age 65 to your payment date.

### Deadline to Start Your Benefit (mandatory distribution rule)

There is a mandatory deadline for you to start your benefit (the "mandatory distribution rule").

If you do not begin receiving your mandatory distribution by April 1 of the calendar year following the year in which you reach age 73 or, if later, the year in which you retire or separate (terminate employment) from the Marathon Controlled Group, you could be liable for a 25% excise tax on the portion of your Plan benefit that was not distributed on a timely basis.

### Termination of Employment Before Becoming Vested

If you terminate employment with the Marathon Controlled Group before you become vested, you are not eligible for a benefit under the Plan. In this event, any Plan benefit that accrued during your employment will be forfeited.

### Benefit Estimates

To assist with retirement planning, the Fidelity NetBenefits website provides you with the ability to model your Plan benefit under different scenarios. You can access the benefit estimate modeling tool at [www.netbenefits.com/marathonpetroleum](http://www.netbenefits.com/marathonpetroleum) or the NetBenefits Mobile App and logging into your NetBenefits account or by calling Fidelity at 1-866-602-0595.

The information that is provided is an estimate which assumes that Plan provisions will continue unchanged in the future, and which incorporates certain assumptions that you specify, such as your employment termination date, future salary changes and the actuarial factors that will apply in calculating optional amounts at future payment dates.

Although every effort is made to ensure the reliability of these estimates, errors can occur. An error can be due to incorrect personal information that is stored within the Plan's database or because an estimation tool does not correctly reflect a Plan provision or the application of your data to one or more Plan provisions. The Plan's actual payments must be based on verified personal data and actual Plan provisions, even if the resulting benefit is less than an estimated amount that was communicated to you.

**Any benefit estimate or other information provided by Fidelity or any Plan representative or any employee of Marathon or one of its affiliates in no way alters what you are entitled to under the terms of the Plan or may otherwise be relied upon by you as part of your decision to start or delay the payment of your Plan benefit or to retire from employment with the Marathon Controlled Group.**



# Retirement Plan

## Application Required to Start Your Plan Benefit

You must submit a valid, completed application to start your Plan Benefit.

An exception to this application requirement is where your benefit is \$7,000 or less. In that situation, your benefit will be paid out to you automatically under the Plan's cash-out rule. That rule is explained below in "How Your Plan Benefit Can be Paid" at "Automatic Cash-out of Small Benefit Rule."

## How to Apply to Start Your Plan Benefit

To start your Plan benefit, you should contact the Marathon Benefits Center at Fidelity at 1-866-602-0595 at least 45 days, but not more than 180 days, prior to your desired "benefit commencement date," generally the same as your retirement or separation date. (**Note:** The benefit commencement date does not refer to the actual disbursement date of retirement monies.)

You must follow the Plan's administrative procedures in effect from time to time to complete any benefit payment application forms and submit them to Fidelity for processing and the commencement of your Plan benefit payment(s).

If you are not satisfied with the results of your inquiry to the Marathon Benefits Center at Fidelity, you may file a formal claim. If you are not satisfied with the decision regarding your formal claim, you may then file a formal appeal of this decision. Your formal claim for benefits and the appeal (if any is filed) of that decision are each reviewed by the Plan Administrator. A more detailed explanation of the Plan's claim and appeal procedures is provided below in the section titled "Benefit Claim and Appeal Procedures."

*Interest Rate Used to Calculate Lump Sum Value of Legacy Retirement Benefit:* Appendix A to this summary provides more information about how the interest rate used for the calculation of the lump sum value of a Legacy Retirement Benefit is determined. If you decide to take payment of your Legacy Retirement Benefit in the form of a lump sum, the Plan has a special accommodation for which interest rate is use if you timely choose a payment date of January 1 or February 1. This accommodation may result in a higher lump sum for your Legacy Retirement Benefit.

## How Your Plan Benefit Can be Paid

Your vested Plan benefit can be paid to you in one of the following ways.

- *Lump Sum Payment Form:* You may choose to receive payment of your Plan benefit in the form of a single lump sum payment. For your Cash Balance Retirement Benefit, the amount of the lump sum will be the amount of your accumulated notional Cash Balance account under the Plan. For your Legacy Retirement Benefit, the future monthly pension payments under that formula are discounted to present value, using a mortality factor and interest rate as specified in the official Plan document, with such interest rate being reset annually.

*More Information About the Interest Rate Determination:* Appendix A to this summary provides more information about how the interest rate used for the calculation of the lump sum value of a Legacy Retirement Benefit is determined.





## Retirement Plan

*Automatic Cash-out of Small Benefit Rule:* If the lump sum value of your Plan benefit (including your Northwestern Benefit) is \$7,000 or less, a lump sum payment will automatically be made to you and you will not have an option to choose a monthly pension benefit instead. If the lump sum amount is greater than \$1,000 but does not exceed \$7,000, it will be transferred into an individual retirement account (“IRA”) in your name, unless you make a timely election to receive it in cash or to transfer it in a direct rollover to an eligible retirement account of your choosing. This rule also applies in the situation where the payment of your Plan benefit is triggered by your death.

Generally, you may roll over a lump sum distribution into an IRA or into another tax-qualified retirement plan (provided that other plan permits the rollover). More information on your rollover options will be provided to you at the time you elect your payment option for your Plan benefit.

**Note:** The Plan may be required to limit or suspend lump sum payments if the Plan’s funding drops below a certain level, as required by federal law. As of the date of this SPD, the Plan is adequately funded to allow lump sums.

- *Annuity Payment Form:* Instead of choosing a lump sum payment, you may elect to receive your Plan benefit in the form of an annuity. The available types of annuities are:
  - *Single Life Annuity:* You may elect a single life annuity form of payment, which pays you a fixed monthly pension for your lifetime only; after you die, no further payments are made to anyone.  
If you elect a single life annuity form, your Plan benefit will be converted to a monthly pension, based on interest rate and mortality factors specified in the Plan and assuming you start your benefit payments on the first day of the month after you reach Normal Retirement Age.  
If you elect to start your benefits prior to your Normal Retirement Age, your Plan benefit annuity amount will be reduced to an “actuarial equivalent” amount for every month you choose to start collecting benefits before Normal Retirement Age using interest rate and mortality factors specified in the Plan.
  - *Joint and Survivor Annuity:* You may elect a joint and survivor annuity form of payment, which will pay you a reduced monthly amount during your lifetime, and will pay a specified percentage (25%, 50%, 75% or 100%) of your lifetime monthly annuity payment to your surviving spouse or designated beneficiary after your death. After you and your surviving spouse or designated beneficiary both die, no further payments are made to anyone.
  - *Life and Term Certain Annuity:* You may elect a life and term certain annuity form of payment, which will pay you a reduced monthly amount so long as you live, and continued payments to your designated beneficiary for the remainder of the time period you have elected, if you die before that time period ends. If you die after that time period ends, no payments will be made to your designated beneficiary. For this form of payment, you may elect as the term certain for the guaranteed payment a period of five, ten or 15 years.
- *Temporary Lifetime Payment Form:* Instead of choosing a lump sum payment, for your Legacy Retirement Benefit only, if you are eligible for early retirement as explained above, you may elect to have your Legacy Retirement Benefit paid in the amount of a single life annuity based on your lifetime until age 65 (and reduced for early commencement), and at age 65 you must then make a permanent election for payment in the form of one of the annuity payment forms explained above. If at that time you fail to make an election, your payment form will automatically be a single life annuity based on your lifetime (if you are not married) or a joint and 50% survivor annuity if you are married.



## Retirement Plan

If you choose the temporary lifetime payment form, then at your initial election, you must also make a separate (and permanent) election of the payment form for your Cash Balance Retirement Benefit.

The monthly payments under the various annuity forms of payment described above are calculated based on mortality and interest factors specified in the Plan, and the exact amount will vary depending on the form selected, interest rates at the time the payment option is effective, the time you elect to begin receiving benefits, your age, and your spouse's or designated beneficiary's age (if you elect a joint and survivor pension).

### Spousal Consent Requirement

If you are married at the time your benefits are to begin, your spouse must sign a notarized consent (or sign a consent in the presence of an authorized Plan representative) to your choice of a lump sum, single life annuity, or any other payment form that does not include at least a 50% survivor annuity for the benefit of your spouse. You must use the consent form available under the Plan, which will be provided to you as part of your benefit payment election package.

### Death Benefits

If you die while you are still employed by a member of the Marathon Controlled Group, your Plan benefit will be paid as follows:

- *If you are married at the time of your death*, your Plan benefit will be paid to your surviving spouse in the form of a monthly annuity for your spouse's lifetime. The amount of the monthly annuity will be equal to the actuarial equivalent (based on your surviving spouse's age) of your Plan benefit using the Plan's actuarial assumptions. In no event, however, will this monthly survivor annuity be less than: (1) 50% of the benefit which you would have been entitled to receive as a lifetime form of benefit if you had retired on the first day of the month in which your death occurred; or (2) the amount payable under a 50% joint and survivor annuity.

If your spouse is not more than ten years younger than you, no actuarial reduction will be made to the annuity. If your spouse is more than ten years younger than you, the annuity will be reduced to an amount which is equal to the amount your spouse would have been entitled to receive if you had elected the joint and 50% survivor annuity payment form, using an age for your spouse which is ten years younger than you.

Alternatively, your surviving spouse may elect to receive payment of your Plan benefit in the form of a single lump sum payment. The amount of this lump sum will be:

- For your Cash Balance Retirement Benefit, the accumulated value of your notional Cash Balance account at payment.
  - For your Legacy Retirement Benefit, the lump sum value calculated as if you had terminated your employment on the first day of the month in which your death occurred.
- *If you are not married at the time of your death*, your Plan benefit will be paid in the form of a single lump sum payment to: (1) your designated beneficiary; or (2) if upon your death there is, in the opinion of the Plan Administrator, no designated beneficiary, to your estate. The amount of this lump sum will be:
    - For your Cash Balance Retirement Benefit, the accumulated value of your notional Cash Balance account at payment.
    - For your Legacy Retirement Benefit, the lump sum value calculated as if you had terminated your employment on the first day of the month in which your death occurred.



## Retirement Plan

If you die after you have terminated employment with all companies in the Marathon Controlled Group and before you have made a valid election for the payment of your Plan benefit, your Plan benefit will be paid as follows:

- *If you are married at the time of your death:*

- Your Cash Balance Retirement Benefit will be paid to your surviving spouse in the form of a monthly annuity for your spouse's lifetime. The amount of the monthly annuity will be equal to the actuarial equivalent (based on your surviving spouse's age) of your lump sum benefit using the Plan's actuarial assumptions.

Alternatively, your surviving spouse may elect to receive payment your Plan benefit in the form of a single lump sum payment. The amount of the lump sum will be the amount of your accumulated notional Cash Balance account under the Plan.

If your spouse is not more than ten years younger than you, no actuarial reduction will be made to the annuity. If your spouse is more than ten years younger than you, the annuity will be reduced to an amount which is equal to the amount your spouse would have been entitled to receive if you had elected the joint and 50% survivor annuity payment form, using an age for your spouse which is ten years younger than you.

- Your Legacy Retirement Benefit will be paid to your surviving spouse in the form of a monthly annuity for your spouse's lifetime. The amount of the monthly annuity will be equal to 50% of monthly amount you would have been entitled to receive if you had commenced payments on the later of (1) the first day of the month in which your death occurred or (2) the first day of the month in which you would have attained age 50. Your surviving spouse may defer commencement of these payments until the date you would have reached your Normal Retirement Date (the first day of the month following the date you would have attained age 65).

If your spouse is not more than ten years younger than you, no actuarial reduction will be made to the annuity. If your spouse is more than ten years younger than you, the annuity will be reduced to an amount which is equal to the amount your spouse would have been entitled to receive if you had elected the joint and 50% survivor annuity payment form, using an age for your spouse which is ten years younger than you.

A lump sum payment form for this death benefit is not available.

If you have no spouse on the date of your death, there is no death benefit payable for your Legacy Retirement Benefit.

- *If you are not married at the time of your death, your Cash Balance Retirement Benefit will be paid in the form of a single lump sum payment to: (1) your designated beneficiary; or (2) if upon your death there is, in the opinion of the Plan Administrator, no designated beneficiary, to your estate.*

**IMPORTANT:** If you die after making a valid benefit election or beginning to receive a monthly annuity benefit under the Plan, any death benefits will be paid based on the form of payment you elected. If you elected a single life annuity (payments for your lifetime only), or already received a lump sum payment from the Plan, no death benefit is payable to anyone.

Proof of death and other documentation as determined by the Plan Administrator in its discretion is required before any Plan death benefits will be paid.

## INFORMATION ABOUT TAXES

Here is a summary of the effect of current federal income taxes when you participate in a “qualified plan,” such as this Plan. The summary cannot cover all tax aspects of your Plan participation. Because tax laws and regulations often change, and because interpretations of tax rules change, this information may need updating after the date of this SPD. Current information will be covered in the Special Tax Notice you will be given when you request to take payment of your Plan benefit. In addition, you are encouraged to contact your personal tax adviser for information pertaining to your situation at the time you consider a distribution.

In general, annuity and lump sum payments are treated as ordinary income when paid. Payments may be subject to federal, state and local withholding taxes; you will be able to make certain elections regarding these withholding rules.

Because special rules apply to lump sum distributions, the rest of this tax summary addresses them.

### Income Tax Withholding on Lump Sum Distributions

Generally, federal tax rules require that 20% of the taxable amount of your lump sum distribution be withheld from the distribution, unless your taxable proceeds are directly rolled over to an IRA or to another tax-qualified plan sponsored by another employer that accepts rollovers. This 20% withholding is credited to any federal income tax that you may owe.

### Rollover Distributions

You can defer paying tax on your lump sum distribution by electing a rollover distribution instead of a payment directly to you. Since taxation is deferred, the distribution is not subject to the 10% federal (and possible state) penalty tax.

There are two types of rollover distributions. They are:

1. **Direct Rollover:** To avoid the mandatory 20% withholding, you must request a direct rollover of the taxable portion of your distribution. If you complete a direct rollover, the amount rolled over will not be currently taxable. You will, however, need to report on your income tax return that you completed a rollover. In addition, your benefit may be distributed partially in the form of a direct rollover and partially directly to you. The amount paid directly to you will be subject to the mandatory 20% withholding requirement and might be subject to the 10% federal (and possible state) penalty tax.
2. **Indirect Rollover:** With an indirect rollover, payment is made to you first. The Plan is required by federal law to withhold 20% of the taxable portion of your distribution for income taxes. The 20% withheld is credited to your federal taxes that are due. Within 60 days of the time you receive the distribution, you can roll over any portion of the amount that would otherwise be currently included in income. You can substitute other funds for the portion of the distribution that was withheld. Otherwise, you may be subject to current taxation on the amount withheld.

### Surviving Spouses, Alternate Payees and Other Beneficiaries

If you are a surviving spouse or an alternate payee who is a former spouse of the employee who will receive a lump sum payment, you have the same choices as the employee. Thus, you can have the payment paid as a direct rollover or paid to you. If you have it paid to you, you may keep it or roll it over to an IRA or an employer plan in an indirect rollover.



## Retirement Plan

If you are a beneficiary other than the surviving spouse, you can choose a direct rollover to an inherited IRA. An indirect rollover is not available. You generally will not be taxed on the amount you rolled over until you take the money out of the Inherited IRA, but special distribution rules may apply.

### **10% Penalty**

In general, you will have to pay a 10% federal (and possible state) penalty tax in addition to ordinary income taxes on any currently taxable lump sum distribution. However, the penalty tax would not apply in the following situations:

- You are receiving monthly annuity payments.
- You are least age 59½.
- It is paid to your surviving spouse or beneficiary or estate upon your death.
- It is paid on account of your termination of employment on account of total disability (as defined in the Internal Revenue Code).
- It is paid to you on account of your employment ending no earlier than the year in which you attain age 55 (this exception applies only where payment is made to you directly from the Plan).
- It does not exceed the total amount of medical expenses you can deduct in the tax year of your distribution.
- It is made under a qualified domestic relations order (“QDRO”).
- It is an excess amount, which is required by Internal Revenue Code rules.

Of course, the portion of a distribution that is rolled over is also not subject to the penalty tax. That is because the portion of a distribution that is rolled over is not currently taxable to you.

### **Excise Tax**

If you do not begin receiving your mandatory distribution by April 1 of the calendar year following the year in which you reach age 73 or, if later, the year in which you retire, you could be liable for a 25% excise tax on the portion of your Plan benefit that was not distributed on a timely basis.

## **SOME SITUATIONS THAT COULD AFFECT YOUR BENEFIT**

There are some situations that could affect the amount of your Plan benefit or your eligibility for a benefit. Some of these situations are:

- You do not receive Pay Credits during periods you do not receive earnings (such as time on strike and certain leaves of absence without pay) or when you do not qualify as an eligible employee (for example, when you transfer to a nonparticipating Marathon affiliated company).
- Your Plan benefit is intended for you. Your Plan benefit is protected by law from claims by creditors. This includes bankruptcy. Your Plan benefit cannot be used as security for a loan, and it cannot be involuntarily transferred or assigned to anyone else, except under the terms of certain court orders known as qualified domestic relations orders (“QDROs”). In addition, a court order cannot require payment of greater benefits, determined on the basis of actuarial value, to or on behalf of a Plan participant, than provided by the Plan, regardless of divorce or other legal action. Also, if another person is paid part of your Plan benefit under a QDRO before you begin receiving your Plan benefit, your Plan benefit will be reduced. This reduction is to account for the earlier payment of part of your Plan benefit.



## Retirement Plan

- If you are reemployed after you have begun to receive your Plan benefit as an annuity, your benefit payments will continue. You will earn a separate Cash Balance Retirement Benefit for the period of your reemployment.
- In some cases, your Plan benefit is paid or commences even if you do not file an election form, such as when the value of your Plan benefit after your employment ends is \$7,000 or less, or by the April 1 following the year in which you reach age 73. However, if you reach age 73 and are still employed, your benefit will not begin until your employment ends. (This is the “mandatory distribution” rule.) The \$7,000 limit will be increased in future years, as permitted by federal law.

**Note:** The age 73-based rule will use a higher age in future years, as permitted by federal law.

- Under the Internal Revenue Code, there is a maximum annual benefit that can be paid from the Plan, as well as a maximum benefit that can be paid in other forms, such as the lump sum. In addition, the Internal Revenue Code limits the annual compensation that can be used in calculating your Plan benefit. Both of these limits are subject to periodic adjustment, based on cost-of-living increases. You will be notified if your benefit is restricted as a result of these limits.
- The Internal Revenue Code provides that special provisions must go into effect if the Plan ever becomes “top-heavy.” A plan becomes top-heavy only if the present value of the accrued benefits for “key employees” exceeds 60% of the present value of the total accrued benefits of all employees. Key employees are generally defined as corporate officers. Under the Internal Revenue Code, if the Plan ever were to become top-heavy, vesting would accelerate, additional minimum benefits would be provided, and other special rules would apply. It is very unlikely that the Plan ever will become top-heavy.
- If you are married and you want to elect any payment option other than a Joint and Survivor Annuity at a percentage of 50% or greater with your spouse as joint annuitant, you must obtain your spouse’s written consent, witnessed by a notary public or an authorized Plan representative.
- If the Plan is amended, merged or terminated, special rules protect the benefits you have accrued before that time.
- You are covered under the terms of the Plan when you terminate employment, and the benefits, rights and obligations of you and your spouse, joint annuitant and Beneficiary are determined by the Plan’s provisions on that date. Other than administrative changes or changes required by law, or unless a subsequent amendment otherwise specifies, any changes made to the Plan after your termination date do not affect you or any benefits payable on your behalf.

### **Military Service**

Benefits and service credits with respect to “qualified military service” will be provided in accordance with applicable law. This applies if you take leave because of service with the U.S. armed forces and have reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). You will be entitled to applicable benefits and service credits pursuant to the Plan for the time you spent in qualified military service provided you meet the requirements of USERRA, including proper notice and return to employment within the time prescribed by law.



## Retirement Plan

### **Payments to Minors or Incompetent Individuals**

In the case of any distribution of a Plan benefit to an individual the Plan Administrator determines is a minor or is incompetent or unable to handle properly, the Plan Administrator may, in its discretion, direct the Plan's trustee to distribute all or part of such benefit by one or more of the following methods: (1) directly to such minor or incompetent individual; (2) to the legal guardian of such individual; or (3) to another person for the use or benefit of such individual, but only if pursuant to an order of a court of competent jurisdiction.

### **Qualified Domestic Relations Orders (“QDROs”)**

The Plan Administrator complies with all distributions required by a qualified domestic relations order (“QDRO”) as defined under ERISA. The Plan may be required to pay part of your benefit to your spouse, former spouse or dependents under the terms of a QDRO. A QDRO is a state court order that meets certain legal requirements and may provide for payment of child support, spousal support, or a community or marital property settlement.

The order could include an award to a former spouse of a portion of the Plan benefit you or your beneficiary is eligible to receive. This means your Plan benefit would be reduced and the benefit payable to your surviving spouse or beneficiary would also be less.

However, a court order cannot require payment of greater benefits, determined on the basis of the Plan's rules, to or on behalf of a participant, than provided by the Plan, regardless of divorce or other legal action. If another person is awarded part of your Plan benefit under a QDRO, your benefit will be reduced by the portion payable to him or her, adjusted to reflect the time it is paid if that is earlier than when benefits are paid to you.

You may obtain a copy of the Plan's QDRO procedures and guidelines without charge by contacting Fidelity. Fidelity handles general QDRO review and approval matters as the delegate of the Plan Administrator for this purpose.

### **Unclaimed Benefits**

If you or your surviving spouse or other beneficiary do not claim the Plan benefit that is otherwise payable and the Plan Administrator is unable to determine the whereabouts of you, your surviving spouse, beneficiary or other person to whom the Plan benefit is due and owing within three years from that date, then your Plan benefit will be forfeited and will be returned to and become a part of the Plan's trust fund.

An example of when your Plan benefit becomes payable is when you attain normal retirement age (age 65) and have terminated employment from the Marathon Controlled Group; or you are employed at normal retirement age, then your Plan benefit becomes payable on your termination of employment from the Marathon Controlled Group.

This forfeited Plan benefit will be reinstated on a prospective basis, if you or your surviving spouse or beneficiary to whom the benefit is due and owing subsequently makes a written application to the Plan Administrator for payment of the benefit. The effective date for reinstatement of the benefit in this situation will be the date that the written application for the benefit is received by the Plan Administrator.

On account of this rule, as explained in the section titled “Keeping the Plan Informed of Your Address; Missing Participants and Beneficiaries” below, it is very important that you keep the Plan Administrator and Fidelity informed of your current address and other contact information as long as you have a Plan benefit.

## **DESIGNATION OF BENEFICIARIES**

You may designate a “beneficiary” who will receive all or a portion of your vested Plan benefit in the event of your death, and you may change your designation at any time. If you change a beneficiary designation, it will revoke all prior benefit designations made by you. In order to make or change a beneficiary designation, you must follow and meet any requirements established by the Plan Administrator.

If you are married and you have a beneficiary designation which results in your spouse not being your sole beneficiary, such designation must be consented to by your spouse in writing on a form approved by the Plan Administrator and in the presence of and witnessed by a Notary Public or an authorized Plan representative. A Participant’s divorce shall automatically revoke their former spouse as a designated beneficiary on the effective date of such divorce.

The Plan only recognizes beneficiary designations submitted to the Plan in a format approved by the Plan Administrator. A beneficiary designation is effective only after it is accepted by Fidelity on behalf of the Plan Administrator and the Plan’s procedure for determining a beneficiary controls over any disposition by will or otherwise. Call Fidelity at 1-866-602-0595 to request a beneficiary designation form, or you may designate a beneficiary after logging on to your account at [www.netbenefits.com/marathonpetroleum](http://www.netbenefits.com/marathonpetroleum) or on the NetBenefits Mobile App.

## **BENEFIT CLAIM AND APPEAL PROCEDURES**

As explained above in the section titled “How to Apply to Start Your Plan Benefit,” if you are not satisfied with the results of your inquiry to the Marathon Benefits Center at Fidelity, you may file a formal claim. If you are not satisfied with the decision regarding your formal claim, you may then file a formal appeal of this decision. Your formal claim for benefits and, if you file an appeal of that decision, your appeal is reviewed by the Plan Administrator.

### **Claim Procedure**

You (or your duly authorized representative) have the right to file a formal claim for benefits if you disagree with the response you received on your benefits inquiry from the Marathon Benefits Center at Fidelity. This would include decisions you disagree with regarding your eligibility for benefits, the amount of your benefits, or other issues impacting your benefits.

Submit your formal claim in writing to Plan Administrator at the following address:

Marathon Petroleum Retirement Plan  
Attn: Plan Administrator  
539 South Main Street  
Findlay, OH 45840

Include a copy of any written response you received from Fidelity and the information you submitted in support of your inquiry.

The Plan Administrator will consider the applicable Plan provisions, all of the information and evidence you present, and any other relevant information, including any information that the Plan Administrator may request from you to perfect your claim (in order to help establish your right to the benefit) and complete the review.





## Retirement Plan

If your formal claim for benefits is denied, you will be provided with a notice of denial that contains:

- The specific reason(s) for the denial.
- A specific reference to the plan provision(s) on which the denial is based.
- Descriptions of any additional information that is necessary to perfect your claim and an explanation of why this information is necessary.
- An explanation of the Plan's appeal review procedure.

If your claim is denied in whole or in part, you will receive an adverse benefit determination within 90 days of the date your formal claim is received by the Plan Administrator, unless special circumstances require an additional 90 days to process your claim. If an extension of time is required, you will be given written notice prior to the beginning of the extension period. The notice will indicate the special circumstances that require an extension of time and the date by which the plan expects the final decision to be rendered.

### Appeal Procedure

If you disagree with the calculation of your benefit under the Retirement Plan or your claim is denied in whole or in part, you (or your duly authorized representative) may appeal this adverse benefit determination by submitting an appeal to the Plan Administrator at the following address:

Marathon Petroleum Retirement Plan  
Attn: Plan Administrator  
539 South Main Street  
Findlay, OH 45840

Your appeal must be submitted within 60 days of your receipt of the claim denial and should include a written statement:

- Requesting a review of your Plan benefit calculation or the denial of a request for a benefit;
- Setting forth any new or different information upon which the appeal of the denial is based, and all facts in support thereof; and
- Including all issues or comments which you feel are relevant to the appeal.

If you (or your duly authorized representative) do not submit a written letter appealing to the claim denial within the 60-day deadline, you will be unable to file an appeal thereafter.

You may review pertinent documents to prepare your appeal at no charge to you. Upon your request, you may receive, free of charge, reasonable access to and copies of all documents, records, and other information relevant to the decision on your claim. In addition, the Plan Administrator may request additional information from you to perfect your appeal and complete the review.

You will receive a written decision on your appeal within 60 days of the Plan's receipt of your appeal, unless special circumstances require an extension of time for processing. In that event, a decision will be rendered as soon as possible, but not later than 120 days after receipt of your appeal.

The decision on your appeal will be provided to you in writing. It will include the reasons for the decision, a reference to the specific Plan provision(s) on which the determination was made, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, and a statement of your rights to bring an action under ERISA Section 502(a).



# Retirement Plan

## **Electronic Notification**

The Plan Administrator may provide any written or other notification under these benefit claim and appeal procedures in electronic format (for example, by email).

## **Effect of the Plan Administrator's Decision**

The decision of the Plan Administrator on your appeal is final, conclusive, and not subject to further review. The Plan Administrator has complete discretionary authority to interpret and administer the Plan and make factual decisions regarding eligibility, payment of benefits, and other Plan-related issues.

## **After the Claim and Appeal Procedures Have Concluded**

If, following exhaustion of the Plan's claim and appeal procedures, you still believe that you are entitled to a benefit under the Plan, you may file a civil action under ERISA Section 502(a).

## **Requirement to Exhaust the Administrative Review Procedure**

If you do not file a claim, follow the claim procedure, or appeal on time under the appeal procedure, you will give up your legal rights, including the right to file a civil action in state or federal court because you will not have exhausted your internal administrative appeal rights. Generally, you must exhaust your internal administrative appeal rights before you may bring a civil action in state or federal court.

## **Deadline to Bring a Legal Action**

Under the law, you have the right to file a suit (a "legal action") in state or federal court, as explained in the "Your ERISA Rights" section below. However, you may not file a suit in court:

- Until you have exhausted the claim and appeal procedures described above; and
- Unless you file your claim in a court with proper jurisdiction no later than two years after:
  - If you seek to recover benefits, the date the first benefit payment was actually made or was allegedly due under the Plan, whichever is earlier;
  - If you seek to enforce a right under the Plan, the date the Plan Administrator first denied your request to exercise that right, regardless of whether that denial occurred during the claim and appeal procedures described above;
  - If you seek to clarify your rights to future benefits, the date the Plan Administrator first repudiates the Plan's alleged obligation to provide those future benefits, regardless of whether that repudiation occurred during the claim and appeal procedures described above; or
  - In any other circumstances, the earliest date on which you knew or should have known the facts on which your claim is based. This includes the date on which you receive (or are granted access to) a benefit statement or a statement of deferred vested benefit which includes information on which your claim is based.

However, if your claim is pending under the claim and appeal procedures above when the 2-year period expires, the deadline for filing your claim in a court with proper jurisdiction is extended 60 calendar days after the final denial of your claim under the claim procedure. This 2-year limit on the time period during which you may file your claim in court supersedes any limitations period that may otherwise apply under applicable law. A claim filed in court after the 2-year limitations period will be deemed by the Plan to be time-barred.



## Retirement Plan

The Plan Administrator may, in its sole discretion, extend the 2-year period described above upon a showing of exceptional circumstances that the Plan Administrator determines provides good cause for an extension. The decision of the Plan Administrator whether or not to extend the 2-year period is not subject to review. In addition, the 2-year period does not apply to any action related to a fiduciary breach governed by Section 413 of ERISA.

### **Venue for Legal Actions**

Any legal action involving the Plan, including any legal action involving a claim for a Plan benefit or any claim under ERISA, that is brought by you or any beneficiary, alternate payee or other person other person must be brought in the United States District Court for the Northern District of Ohio and no other federal or state court.

## **ADMINISTRATION OF THE PLAN**

### **Plan Administrator**

The Plan Administrator is identified in the “Other Plan Information” section.

The Plan Administrator is responsible for, among other things:

- Determining (a) your eligibility to participate in the Plan, (b) the right of a person to a benefit under the Plan, (c) the amount of any Plan benefit, and (d) the final decision on all benefit claims appeals.
- All other Plan administration purposes.

The Plan Administrator has all powers necessary to accomplish its Plan duties. This includes the complete and absolute and sole discretion to interpret the Plan and all matters of fact with respect to its particular duties, including any eligibility and benefit determinations, and whether any individual is entitled to receive any benefits under the Plan. All decisions of the Plan Administrator made on all matters within the scope of its authority are final and binding upon all persons, including Marathon, any trustee, all participants and beneficiaries, and their heirs and personal representative, and all labor unions or other similar organizations representing participants. The standard of judicial review that applies to any determination made by the Plan Administrator is the “arbitrary and capricious” standard of review.

### **Delegation of Duties**

The Plan Administrator may delegate any of its powers or duties, including claims administration and benefit payments. Accordingly, the Plan Administrator may appoint subcommittees, individuals, assistant plan administrators\* or other agents or third-party service providers as it deems advisable and may delegate, with such delegation conferring fiduciary status upon the delegate, to such appointees any or all of the powers and duties of the Plan Administrator.

The determinations of the Plan Administrator shall be conclusive in respect to all matters involved in the administration of the Retirement Plan except as otherwise provided in the Retirement Plan document or by law.

\* Marathon, its delegate, or the Plan Administrator may appoint one or more individuals to act as an assistant Plan Administrator having such powers and authorities that are specified in the appointment.

## **ADMINISTRATIVE INFORMATION**

### **Keeping the Plan Informed of Your Address; Missing Participants and Beneficiaries**

You must keep your current mailing address and the current mailing addresses of your spouse and beneficiary on file with the Plan, such as through Fidelity, the Plan's recordkeeper. In addition, keep current your other contact information, such as, your email address and phone number.

If you do not provide the Plan with your current mailing address, Fidelity, the Plan Administrator, the Trustee, Marathon, the Participating Employers, and any fiduciary under the Plan will not be responsible for late or lost benefit payments or for failing to provide any timely notice under the terms of the Plan.

If the Plan Administrator is unable to locate you, your spouse, or a beneficiary after a Plan benefit becomes payable to such person, the benefit will remain in the Trust and will be handled as required under applicable law and Plan rules. As explained in the section titled "Unclaimed Benefits" above, this could result in a forfeiture of your Plan benefit.

### **Incorrect Computation of Benefits**

If you believe the amount of the benefit you receive from the Plan is incorrect, you should notify the Plan Administrator in writing.

If the Plan Administrator determines that you or your beneficiary was not paid your full benefit required under the Plan, the Plan will pay the unpaid benefit.

Similarly, if the Plan overpaid your or your beneficiary's Plan benefit, you or your beneficiary will be required to repay the amount of the overpayment to the Plan to the extent permitted by federal law. The Plan Administrator may make reasonable arrangements with you for repayment; for example, by reducing future benefits under the Plan.

### **Recovery of Overpayments and Payments Made by Mistake**

Errors, omissions or mistakes in the administration and operation of the Plan do not entitle you to receive more than your correct benefit. If you are paid more than your actual Plan benefit, you are required to repay the overpayment if requested to do so by the Plan Administrator. Marathon and the 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 participant or beneficiary for an underpayment.

### **No Right to Employment**

Nothing in the Retirement Plan gives you a right to remain in employment or affects Marathon's, any other Participating Employer's or any affiliate's right to terminate your employment at any time and for any reason (which right is hereby reserved).



# Retirement Plan

## **FUTURE OF THE PLAN**

Marathon currently intends to continue the Plan, but may amend (change) or terminate (end) the Plan at any time and for any reason. Plan amendments may be made by Marathon or a person or person to whom Marathon has delegated amendment authority.

The following generally describes what will happen if the Plan is changed, terminated, merged or consolidated.

### **Changes**

If the Plan is changed, none of the changes will:

- Reduce any employee's accrued benefit at the time of the change, except as permitted by law.
- Cause any Plan assets to be used for purposes other than providing benefits under the Plan and paying the expenses of administering the Plan.

### **Termination**

If the Plan is terminated, you will become vested in the benefit you had accrued up to the date of termination. To the extent required to provide the benefits accrued under the Plan, the assets of the Plan will be allocated among all Plan participants and their spouses, joint annuitants and beneficiaries according to the terms of ERISA.

If the Plan has assets in excess of the amount required to fully provide for the accrued benefits, the excess will be returned to the Participating Employers. If the Plan is terminated, the Participating Employers will have no further obligation to make contributions to the Plan, but the Plan trust will continue until all funded benefits have been distributed to Plan participants and their spouses, joint annuitants and beneficiaries.

If the trust fund is insufficient to pay all benefits that were accrued before the termination of the Plan, Marathon will make up the difference to the extent required by federal law.

### **Partial Termination**

If the Plan has a partial termination (as defined in Internal Revenue Code section 411(d)(3)), as determined by Marathon, those participants who are affected by the partial termination will become vested in their accrued benefits. If the accrued benefits of those participants and their spouses, joint annuitants and beneficiaries are not fully funded, then, to the extent required by federal law, Marathon will establish a method to separately account for the portion of the trust fund that is attributable to their accrued benefits. Any such separate accounting will be consistent with the requirements under ERISA.

### **Merger or Consolidation**

If the Plan is merged or consolidated with another plan or if Plan assets and liabilities are transferred to another plan, to the extent required by ERISA, your accrued benefit immediately after the event will at least equal your accrued benefit immediately before the event.



## Retirement Plan

### **Participating Employer Ceases to Participate in the Plan**

If your Participating Employer ceases to participate in the Plan, your Plan benefit will remain in and be governed by the Plan, and, unless otherwise provided for by a change to the Plan, and no further Pay Credits will be made to your notional Cash Balance account.

### **PENSION BENEFIT GUARANTY CORPORATION (“PBGC”)**

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (“PBGC”), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers all of the following:

- Normal and early retirement benefits.
- Disability benefits if you become disabled before the Plan terminates.
- Certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates.
- Some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates.
- Benefits that are not vested because you have not worked long enough for Marathon and/or members of the Marathon Controlled Group.
- Benefits for which you have not met all of the requirements at the time the Plan terminates.
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan’s normal retirement age.
- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money the Plan has and how much the PBGC collects from employers.

**IMPORTANT:** The PBGC generally does not permit a guaranteed benefit to be paid in the form of a lump sum. When paying a guaranteed benefit, the PBGC will only pay a lump sum when the value of the benefit is \$7,000 or less.

For more information about the PBGC and the benefits it guarantees, ask your plan administrator or contact the PBGC’s Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026, or call 1-202-326-4000 (not a toll-free number). TTY/TDD users can call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-202-326-4000.

Additional information about the PBGC’s pension insurance program is available through the PBGC’s website on the internet at [www.pbgc.gov](http://www.pbgc.gov).



# Retirement Plan

## **YOUR RIGHTS UNDER ERISA**

As a participant in the Marathon Petroleum Retirement Plan, you are entitled to certain rights and protections under ERISA.

### **Receive Information About Your Plans and Benefits**

You have the right to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites, all plan documents governing the Plan, including insurance contracts, collective bargaining agreements 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 the documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial reports. The Plan Administrator is required by law to furnish each participant with a copy of the summary annual reports.
- Obtain a statement specifying whether you have a right to receive a pension at your normal retirement age (age 65), and if so, what your benefits would be at your normal retirement age if you stop working under the Plan now. If you are not fully vested, the statement will tell you how many more years you must work to be fully vested. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **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 Plan. The people who operate the 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 pension benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a 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 report 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.



## Retirement Plan

- 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 you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations 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.

If you file suit, 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 the 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 publications hotline of the Employee Benefits Security Administration at 1-866-444-3272 or by logging on to the internet at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).



## OTHER PLAN INFORMATION

<b>Plan Name</b>	Marathon Petroleum Retirement Plan
<b>Plan Number</b>	001
<b>Plan Sponsor and Employer Identification Number (EIN)</b>	Marathon Petroleum Company LP EIN: 31-1537655
<b>Participating Employers</b>	Marathon Petroleum Company LP Marathon Petroleum Service Company Marathon Petroleum Logistics Services LLC Marathon Refining Logistics Services LLC
<b>Plan Administrator (and agent for service of legal process)</b>	Administrative Committee for the Marathon Petroleum Retirement Plan 539 South Main Street Findlay, OH 45840 Phone: 419-422-2121
<b>Type of Plan</b>	The Plan is a defined benefit plan intended to be qualified under Section 401(a) of the Internal Revenue Code.
<b>Plan Year</b>	January 1 – December 31
<b>Trustee (service of legal process may also be made on the Trustee)</b>	The Northern Trust Company 50 South LaSalle Street Chicago, IL 60603
<b>Recordkeeper</b>	Fidelity Workplace Services LLC (“Fidelity”) 82 Devonshire Street Boston, Massachusetts 02109 Phone: 1-866-602-0595 <a href="http://www.netbenefits.com/marathonpetroleum">www.netbenefits.com/marathonpetroleum</a> Certain of the Plan’s administrative functions are delegated to Fidelity.
<b>Plan Funding</b>	The Plan is funded solely through trust funds (collectively, the “Trust”). The Trust exists for the exclusive benefit of the Plan’s participants and their beneficiaries. Marathon provides all contributions to fund the trust.
<b>Collectively Bargained Plan</b>	With respect to certain eligible employees, the Plan is maintained pursuant to one or more collective bargaining agreements. A copy of the collective bargaining agreement may be obtained by participants and beneficiaries whose rights are governed by such collective bargaining agreement upon written request to the Plan Administrator and also is available for examination by participants and beneficiaries as specified under Department of Labor Regulations Section 2520.104b-30.
<b>Inspection of Plan Documents</b>	To the extent required by ERISA, Plan documents may be inspected by making a request at any Company Human Resources office or by written request to: HR – Thrift & Retirement Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840

## APPENDIX A — ADDITIONAL INFORMATION ABOUT LEGACY RETIREMENT BENEFIT LUMP SUM DETERMINATION

### Interest Rate Determination

The lump sum value of your Legacy Retirement Benefit is calculated using several data inputs — such as, your age, a resulting factor from the mortality table specified in the official Plan document, and an interest rate. Here is a summary of how the interest rate is generally determined. In all cases, the official Plan document controls for this determination.

For purposes of determining the amount of the Legacy Retirement Benefit lump sum, including the spouse's benefit, if any, the present value of such benefit is determined by application of the Participant Mortality Table and the Participant Lump Sum Rate.

The “Participant Lump Sum Rate” is the least of the following interest rates:

- (1) The simple average of the PBGC Interest Rates which are in effect on the first day of the months of April through September of the year prior to the year in which the benefit is distributed;
- (2) The PBGC Interest Rates in effect on the first day of November of the year prior to the year in which the benefit is distributed;
- (3) The Participant Lump Sum Rate for the previous calendar year plus the Annual Increase Rate from the following table:

For the 12-year corporate bond spot rate for the November prior to the calendar year in the following ranges	Annual Increase Rate
≥ 0.00 – 6.00%	0.25%
> 6.00 – 8.00%	0.50%
> 8.00%	0.75%

- (4) The adjusted first, second, and third segment rates, as determined and applied in accordance with Internal Revenue Code Section 417(e)(3)(C) and (D) and administrative guidance thereunder, and averaged over the three-month period of August, September, and October of the calendar year preceding the calendar year for which the determination is being made.

The “Participant Mortality Table” is the “applicable mortality table” specified under the PBGC regulations at 29 Code of Federal Regulations Section 4022.7(d)(2)(ii).

“PBGC Interest Rate” is the interest rate specified under the PBGC regulations at 29 Code of Federal Regulations Section 4022.7(d)(2)(iii).



## Retirement Plan

### **“Better of” Interest Rate Accommodation for Benefit Commencing on January 1 or February 1**

For Legacy Retirement Benefit lump sums calculated for a benefit commencement date occurring on January 1 or February 1, the lump sum payable will be the greater of the lump sum calculated using the Participant Lump Sum Rate and Participant Mortality Table described above, or the lump sum calculated using the Participant Lump Sum Rate and Participant Mortality Table for the previous calendar year; provided, however, that where you elect a January 1 or February 1 benefit commencement date in the same calendar year in which you retire, the provision in the preceding clause will only apply if you retire on or before January 7 of that calendar year.

### **Transition Rules**

*Benefit Commencement Date in 2021 or 2022:* For a Legacy Retirement Benefit lump sum calculated for a benefit commencement date occurring in the 2021 or 2022 Plan Year only, in no event will the Legacy Retirement Benefit lump sum be less than the lump sum calculated using a Participant Lump Sum Rate of 0% and the RP2000 Mortality Table weighted 75% male/25% female.

*Benefit Commencement Date after 2022:* After 2022, the Participant Lump Sum Rate will increase at a limit of 0.25% per year, provided that this rule will no longer apply beginning with the first Plan Year (the calendar year) for which the applicable Participant Lump Rate determined under the rules explained in “Interest Rate Determination” and “Better of’ Interest Rate Accommodation for Benefit Commencing on January 1 or February 1” is less than the Participant Lump Sum Rate determined under this transition rule.

## APPENDIX B – NORTHWESTERN BENEFIT PROVISIONS

This Appendix B provides a summary explanation of your Northwestern Benefit. You are eligible for a Northwestern Benefit if you were an employee at the Northwestern refinery facility and you were a participant in the Northwestern Plan on August 31, 1999.

As explained above in the main part of this SPD, general Plan administration and other rules that apply to your Marathon Cash Balance Benefit and Marathon Legacy Retirement Benefit also apply to your Northwestern Benefit. Refer to the main part of this SPD for those rules. Except where specifically provided in this Appendix B, the main provisions of this SPD apply to your Northwestern Benefit.

### Merger of Northwestern Plan into the Marathon Petroleum Retirement Plan

Effective on September 1, 1999, the Northwestern Refinery Pension Plan for Hourly Employees (the “Northwestern Plan”) was merged into the Marathon Petroleum Retirement Plan (the “Plan,” which was at that time known as the “Marathon Ashland Petroleum LLC Retirement Plan”).

As result of the plan merger, your Northwestern Benefit is now provided under the Plan.

### Northwestern Benefit is Frozen

Your Northwestern Benefit is frozen in amount. No years of employment service or pay updates after August 31, 1999, will be made to this benefit. No one after 1998 will enter the Plan for purposes of becoming eligible for a Northwestern Benefit.

### Vesting

You are vested in your Northwestern Benefit. Being “vested” in your Northwestern Benefit means that you have a right to the benefit after your employment with the Marathon Controlled Group ends.

### How Your Northwestern Benefit is Calculated

Your Northwestern Benefit at Normal Retirement Age (age 65) is an annual benefit that is the sum of:

- (a) A benefit equal to the monthly accrual rate multiplied by 12 months, and then multiplied by your years and fractional years of Credited Service, if any, before February 1, 1987. The monthly accrual rate used upon the date of your retirement or termination of employment is as shown in the following table:

Effective Retirement or Termination Date On or After:	Monthly Accrued Rate:
06/01/1999	\$31
06/01/2000	\$32
06/01/2001	\$33
06/01/2002	\$37
06/01/2003	\$38
06/01/2004	\$39
06/01/2005	\$40

Plus,



## Retirement Plan

- (b) the larger of the amounts determined under (i) or (ii), which are:
- (i) Your career average benefit equal to, for each year of Credited Service you have after January 31, 1987, the sum of: (A) 1.5% of that part of such your Compensation for such year which is at an annual rate not in excess of \$12,000; plus (B) 2.25% of that part of your Compensation for such year which is at an annual rate in excess of \$12,000.
  - (ii) A benefit equal to the product of (A) your years and fractional years of Credited Service after January 31, 1987 (up to a maximum of 35 years) and (B) the sum of (1) 1% of your Final Average Compensation not in excess of \$9,000 and (2) 1.5% of your Final Average Compensation in excess of \$9,000.

For purposes of the formula explained above:

- “Compensation” generally means your regular base salary, wages and commissions paid (including amounts not included in your federal gross income under Internal Revenue Code sections 125, 401(k), 402(h) or 403(b), if any) you earned from (i) a participating employer in the Northwestern Plan or (ii) if you were transferred to or from a participating employer in the Northwestern Plan, by a participating employer or an affiliated company, on account of services performed before August 31, 1999.
- “Final Average Compensation” generally means your average annual Compensation determined by dividing the sum of your annual rates of Compensation in effect on the first day of each calendar month in the 36 consecutive calendar month period within the 120 consecutive calendar month period (identified in the immediately following sentence) by 36. The 120 consecutive calendar month period referred to in the immediately preceding sentence is measured back from the earlier of (i) your most recent termination of employment or (ii) if you were disabled within the meaning of the Northwestern Plan, the last date for which you received Compensation; provided, however, notwithstanding the foregoing provisions, to the extent to which you were absent from service solely by reason of service during which such you were deemed an employee, or solely by reason of disability during which you received disability benefits under both the Social Security Act and a company long-term disability plan, and before the date as of which you elected to start benefit payments under the Northwestern Plan, Final Average Compensation shall take into account each calendar month during which you were so absent and each such calendar month will be deemed to have applicable to it your rate of Compensation in effect on the first day of the month immediately preceding the date such disability (determined on the basis of last day worked) or deemed service began. Notwithstanding anything in the foregoing to the contrary, you did not work 36 months, then Final Average Compensation is based on the number of months of your work history, whether or not consecutive. If you worked more than 36 months, but had no consecutive 36 calendar month period within the applicable 120 calendar month period, then Final Average Compensation is based on the last 36 calendar months you worked.
- “Credited Service” generally means your period of employment service for a participating employer in the Northwestern Plan. Some service is not counted, and some service with other employers on account corporate acquisitions or dispositions may be counted.

**Note:** Compensation, Final Average Compensation and Credited Service amounts are frozen and do not change after August 31, 1999.

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## When You Can Receive Your Benefit

When you terminate employment with the Marathon Controlled Group, you are eligible to receive your vested Northwestern Benefit as of the first day of any month following your termination date, but subject to the provisions described below.

You may defer receipt of these benefits to the later of normal retirement age (age 65) or the first day of the month immediately following your termination of employment date.

### *Normal Retirement*

If your employment terminates on or after your normal retirement age (age 65), you must begin receiving your pension benefit as a “Normal Retirement Benefit” on the first day of the month after your termination of employment.

### *Early Retirement*

If you terminate employment on or after age 55 and prior to age 65, you may elect to receive your Northwestern Benefit prior to age 65 as an “Early Retirement Benefit,” provided that you must start your benefit no later than the first day of the month after you attain age 65. If you elect to receive your benefit prior to age 65, it will be reduced by an early retirement factor determined according to this table:

Age When Benefit Begins	Early Retirement Factor
55	75%
56	80%
57	84%
58	88%
59	91%
60	94%
61	97%
62 and older	100%

Additionally, if you were a participant in the Northwestern Plan on January 31, 1987, and you attain age 50 and 15 years of Continuous Service, you may elect to receive that portion of your Northwestern Benefit earned as of January 31, 1987, as an Early Retirement Benefit, reduced by an early retirement factor determined according to this table:

Age When Benefit Begins	Early Retirement Factor
50	32.2%
51	34.3%
52	36.6%
53	39.1%
54	41.8%

# Retirement Plan

**Note:** For a benefit start date that is at a time when you are at an age between whole years, the factors in the tables above will be adjusted to account for your actual age (this method is called “straight line interpolation”).

“Continuous Service” generally means your employment service at a participating employer or affiliate.

## *Special Early Retirement*

If you terminate employment prior to age 55, and at that time the sum of your age and Continuous Service total at least 80.0, then you may also elect to receive your Northwestern Benefit prior to age 65 as a “Special Early Retirement Benefit,” provided that you must start your benefit no later than the first day of the month after you attain age 65.

In determining your eligibility for the Special Early Retirement Benefit:

- Your age will be determined as of the first day of the month next following the date of your termination of employment on the basis of your most recent birthday, and each full calendar month following the month of your most recent birthday will be counted as 1/12th of a year.
- Your Continuous Service will be determined as of the first day of the month following your termination of employment, but disregarding any Continuous Service after your termination of employment.

If you elect to receive your benefit prior to age 65 as a Special Early Retirement Benefit, it will be reduced by an early retirement factor determined according to this table:

Age When Benefit Begins	Early Retirement Factor
50	46%
51	51%
52	56%
53	62%
54	68%
55	75%
56	80%
57	84%
58	88%
59	91%
60	94%
61	97%
62 and above	100%

**Note:** For a benefit start date that is at a time when you are at an age between whole years, the factors will be adjusted to account for your actual age (this method is called “straight line interpolation”).

# Retirement Plan

## *Terminated Vested Benefit*

If you terminate employment prior age 65 and are not eligible for an Early Retirement Benefit or Special Early Retirement Benefit, you may elect to receive your Northwestern Benefit prior to age 65 as a “Terminated Vested Benefit,” provided that you must have at least five years of Continuous Service. You may only start this benefit on or after first day of the month after you attain age 55, and you must start your benefit no later than the first day of the month after you attain age 65.

If you elect to receive your benefit prior to age 65 as a Terminated Vested Benefit, it will be reduced by an early retirement factor determined according to this table:

Age When Benefit Begins	Early Retirement Factor
55	50%
56	54%
57	58%
58	62%
59	66%
60	70%
61	76%
62	82%
63	88%
64	94%
65	100%

**Note:** For a benefit start date that is at a time when you are at an age between whole years, the factors will be adjusted to account for your actual age (this method is called “straight line interpolation”).

## **Late Retirement Benefit**

If you wait until after age 65 to take your Northwestern Benefit, that benefit will be adjusted to take into account the delay from age 65 to your payment date.

## **In-Service Distribution Feature**

If you are age 59½ or above, you may take an in-service distribution of your Northwestern Benefit.

**This means that you do not have to terminate employment with the Marathon Controlled Group to take this portion of your benefit.**

If you choose to take an in-service distribution of your Northwestern Benefit, the amount of the benefit and your payment options will be determined according to the Plan’s regular rules for taking the Northwestern Benefit. For example, this means:

- If you take an in-service distribution before age 65, the benefit will be determined like in the same manner as would be the case if you terminated employment and took the benefit at that time — such as, a Normal Retirement Benefit, an Early Retirement Benefit, or a regular termination of employment type benefit as may be the case.
- **You make take the distribution in the form of a lump sum** or in any other the Plan’s other payment forms.





## Retirement Plan

- If you are married, you will need your spouse's consent for certain forms of payment — such as, a lump sum form — just like you need such consent for regular distributions after termination of employment.
- If you take the in-service distribution as a lump sum, you may roll over your distribution, such as, to an individual retirement account (“IRA”).

### **Coordination Rule for Taking Your Benefit**

If you receive any form of service credit from the Northwestern portion of the Plan for purposes of your benefit under the Marathon portion of the Plan described in the primary part of this SPD (this is generally the case for participants with a benefit under the Northwestern portion of the Plan), then the “Coordination Rule” applies to you. For purposes of taking your Plan benefits, if the Coordination Rule applies to you, then you must take your Plan benefits under the Marathon and Northwestern portions at the same time.

### **Deadline to Start Your Benefit; Required Beginning Date**

Once your employment ends with the Marathon Controlled Group, the Plan generally requires you to start your Northwestern Benefit by the later of (1) your normal retirement date or (2) the first day of the month following your termination date.

In all circumstances, federal law requires that your benefit payments must begin no later than April 1 of the year after the later of the date you attain age 73, or your termination date. This is your “Required Beginning Date.”

### **How Your Northwestern Benefit Can be Paid When the Coordination Rule Applies**

If the Coordination Rule explained above applies to you (a common situation), then the benefit payment options for the Marathon portion of your Plan benefits that are described in the primary portion of this SPD apply to you. In this situation, refer to that portion of the SPD to see what payments options are available for your Northwestern Benefit. The actuarial factors for the Northwestern Component, however, will apply to the calculation of your benefit payment amount for your Northwestern Benefit.

### **How Your Northwestern Benefit Can be Paid if the Coordination Rule Does Not Apply**

If the Coordination Rule explained above does not apply to you (an uncommon situation), you may generally choose to have your Northwestern Benefit paid under any one of several different payment forms offered by the Plan.

The normal (default) form of payment for your Northwestern Benefit is:

- *If you are married at the time your benefit starts*, a Joint and 50% Survivor Annuity with your spouse as beneficiary.
- *If you are single at the time your benefit starts*, a Single Life Annuity.

If you are married at the time your Northwestern Benefit is to begin, you may elect a form of payment other than the default form. In order to elect a form of payment other than the default form, your spouse must sign a notarized consent (or sign a consent in the presence of an authorized Plan representative) to your choice of a lump sum, single life annuity, or any other payment form that does not include at least a 50% survivor annuity for the benefit of your spouse. You must use the consent form available under the Plan, which will be provided to you as part of your benefit payment election package.



## Retirement Plan

The payment options for your Northwestern Benefit are:

- **Single Life Annuity:** Monthly payment to you for life with no benefits continuing after your death.

You will receive monthly payments for as long as you live. After your death, all benefit payments will stop and no further benefit payments are due on your behalf.

This form of payment is the normal form of payment if you are not married. It is an optional form of payment for married participants.

- **Joint and 50% Survivor Annuity:** Monthly payment to you for life with 50% of your benefit continuing to your beneficiary upon your death.

You will receive a reduced monthly payment for as long as you live. Upon your death, your beneficiary (determined at the time of your benefit commencement) will receive 50% of your reduced monthly payment for life. Upon the death of your beneficiary, no further benefits will be payable to any other person. If your beneficiary predeceases you, your payment will not be changed and no benefits will be payable after your death.

This form of payment is the normal form of payment if you are married.

- **Joint and 75% Survivor Annuity:** Monthly payment to you for life with 75% of your benefit continuing to your beneficiary upon your death.

You will receive a reduced monthly payment for as long as you live. Upon your death, your beneficiary (determined at the time of your benefit commencement) will receive 75% of your reduced monthly payment for life. Upon the death of your beneficiary, no further benefits will be payable to any other person. If your beneficiary predeceases you, your payment will not be changed and no benefits will be payable after your death.

- **Joint and 100% Survivor Annuity:** Monthly payment to you for life with 100% of your benefit continuing to your beneficiary upon your death.

You will receive a reduced monthly payment for as long as you live. Upon your death, your beneficiary (determined at the time of your benefit commencement) will receive 100% of your reduced monthly payment for life. Upon the death of your beneficiary, no further benefits will be payable to any other person. If your beneficiary predeceases you, your payment will not be changed and no benefits will be payable after your death.

- **Joint and 66<sup>2</sup>/<sub>3</sub>% Survivor Annuity:** Monthly payment to you for life with 66<sup>2</sup>/<sub>3</sub>% of your benefit continuing to your beneficiary upon your death.

You will receive a reduced monthly payment for as long as you live. Upon your death, your beneficiary (determined at the time of your benefit commencement) will receive 66<sup>2</sup>/<sub>3</sub>% of your reduced monthly payment for life. Upon the death of your beneficiary, no further benefits will be payable to any other person. If your beneficiary predeceases you, your payment will not be changed and no benefits will be payable after your death.



## Retirement Plan

- **10 Years Certain and Life Annuity:** Monthly payment to you for life with a guaranteed payment period of ten years.

You will receive a reduced monthly payment for as long as you live. If you die prior to receiving the guaranteed payments, your designated beneficiary will receive the same monthly payment for the remainder of the guaranteed payment period. Upon the expiration of the guaranteed payment period, all benefits will stop and no further benefits will be due on your behalf. If both you and your designated beneficiary die before the end of the guaranteed period, the lump sum value of the remaining payments will be paid to the estate of the last to die of you and your designated beneficiary(ies). If you die after receiving the guaranteed payments, the benefit will cease and no benefit will be paid to anyone after your death.

### **Automatic Cash-out of Small Benefit Rule**

If the lump sum value of your Plan benefit (this includes your Marathon Cash Balance Retirement Benefit and Marathon Legacy Retirement Benefit which are explained in the main part of this SPD) is \$7,000 or less, a lump sum payment will automatically be made to you and you will not have an option to choose a monthly pension benefit instead. If the lump sum amount is greater than \$1,000 but does not exceed \$7,000, it will be transferred into an individual retirement account (“IRA”) in your name, unless you make a timely election to receive it in cash or to transfer it in a direct rollover to an eligible retirement account of your choosing. This rule also applies in the situation where the payment of your Plan benefit is triggered by your death.

Generally, you may roll over a lump sum distribution into an IRA or into another tax-qualified retirement plan (provided that other plan permits the rollover). More information on your rollover options will be provided to you at the time you elect your payment option for your Plan benefits.

### **Pre-Retirement Death Benefits**

If you die prior to starting your vested Northwestern Benefit, and if you were married to your surviving spouse on the date of your death, then your surviving spouse will receive a survivor benefit in the amount of a monthly benefit equal to:

- The amount your spouse would receive had you terminated employment on the day before you died with and elected to take payment of your Northwestern Benefit to begin on the first day of the month following the month of your death as a Normal Retirement Benefit, Early Retirement Benefit or Special Early Retirement Benefit (had you been eligible for such benefit when you died) in the form of a Joint and 50% Survivor Annuity and designated your spouse as the contingent annuitant; or
- The amount of a monthly benefit equal to the amount your spouse would receive had you survived to the first day of the month following your 55th birthday and began to receive payment of your benefit as a Terminated Vested Benefit in the form of a Joint and 50% Survivor Annuity with your designated your spouse as the contingent annuitant on such first day (or the first day of the month next following your death if you die after attaining age 55) and you died on the day after such first day.



## Retirement Plan

### **Death After Start of Northwestern Benefit**

If you die after you have started your Northwestern Benefit, your spouse or other designated beneficiary may receive a benefit upon your death if you elected an annuity with a continuing payment following your death.

If you took your Northwestern Benefit in a lump sum, no other benefit under this portion of the Plan is payable after your death.

### **Other Rules Relating to Impact of Death on Northwestern Benefit**

Except as explained above, if you die and no death benefit is payable, your Northwestern Benefit will be forfeited.

If you die after electing payment of your Northwestern Benefit, but before your election is effective and payment has started, your election will be void and the death benefit provisions explained above will apply.

If you select a joint and survivor annuity or life and certain annuity payment form and your contingent annuitant dies before your election is effective and payment has started, your election will be void and you may then make another election as to the payment of your Northwestern Benefit.

Proof of death and other documentation as determined by the Plan Administrator in its discretion is required before any Plan death benefits will be paid.