

Dependent Care Flexible Spending Account



Marathon Petroleum Dependent Care Flexible Spending Account Plan

Effective January 1, 2024



Dependent Care Flexible Spending Account



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Dependent Care Flexible Spending Account

This document is the plan document for the Marathon Petroleum Dependent Care Flexible Spending Account Plan (the “Plan”).

I. Purpose

The Plan allows eligible Employees of the Company to reduce their Compensation by an amount elected by the Employee, which amount the Employee may then use to pay certain Qualified Dependent Care expenses during the Plan Year with pre-tax dollars. By making an election, you authorize and agree to Salary Reduction Contributions in the amount elected by you for the Plan Year.

**THE DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT
IS NOT FOR REIMBURSEMENT OF MEDICAL EXPENSES!**

If you choose to participate in the Plan, you may set aside pre-tax dollars from your pay to reimburse yourself for the cost of qualifying expenses incurred for the care of your dependent child(ren), incapacitated spouse (as recognized under federal tax law) and/or elderly parent. The care provided must allow you and your spouse, if married, to work.

The Plan is established pursuant to Section 129 of the Internal Revenue Code of 1986 (“Code”) and the regulations thereunder, and certain regulations under Section 125 of the Code.

A Note About Taxes and About Retirement Plan Benefits:

When you contribute to a Dependent Care Flexible Spending Account (“Dependent Care FSA”) under the Plan, your taxable pay is reduced by the amount of your contributions. As a result, you lower your federal income tax, your Medicare tax, and in most cases, your Social Security tax, and state and local income taxes, because your taxable pay is less. This means that your contributions are made on a pre-tax basis.

Because Dependent Care FSA contributions are not subject to Social Security tax, your Social Security benefits may be affected by your Plan participation as follows:

- If your pay after your Dependent Care FSA contributions is higher than the Social Security wage base, your future benefits are not affected; or
- If you are earning less than the Social Security wage base, your Social Security benefits may be reduced; however, the effect on your future Social Security benefits likely will be minimal.

Your contributions to your Dependent Care FSA **are** included with your pay for purposes of contributions under the Marathon Petroleum Thrift Plan and Marathon Petroleum Retirement Plan. This means that your contributions will not reduce the maximum amount you may contribute from your pay to the Thrift Plan or amount of Company matching or other contributions you may receive under the Thrift Plan, and it means that the amount of Company pay credits you may receive under the Retirement Plan will not be reduced.

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II. Eligibility

If you are a Regular employee who works on a full-time or part-time basis, you are eligible to participate in the Plan, effective January 1 of each Plan Year, except where a collective bargaining agreement prohibits your participation.

Full-time means you have a normal work schedule with the Company of at least 40 hours per week or at least 80 hours on a bi-weekly basis.

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

You are not eligible for this Plan if you are:

- An intern, co-op, or casual employee who has not been designated by the Company as a Regular Full-time or Regular Part-time employee;
- An employee covered by a collective bargaining agreement that prohibits participation; or
- An individual who has signed an agreement, or has otherwise agreed, to provide services to the Company as an independent contractor, regardless of the tax or other legal consequences of such an arrangement; or
- A leased employee compensated through a leasing entity, whether or not you fall within the definition of “leased employee” as defined in Section 414(n) of the Internal Revenue Code; or
- An employee subject to a work stoppage¹ (the work stoppage results in a reduction of hours for the employee, which results in a loss of eligibility to participate).

¹ “Work stoppage” for purposes of this Plan means a concerted failure by employees to report for duty, a concerted absence of employees from work, a concerted stoppage of work, or a concerted slowdown in the full and faithful performance of duties by a group of employees, and includes a strike or lockout. Whether a work stoppage exists shall be determined by the Company in its sole discretion.

III. Definitions

Account means the Dependent Care Flexible Spending Account described in Article VI.C.

Annual Enrollment means the annual period of time designated by the Plan Administrator during which eligible Employees may elect to participate in the Plan for the next Plan Year.

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

Compensation includes pay for hours worked, sick pay, vacation pay, pay for allowed hours, military leave allowance, commissions, overseas premiums, temporary hardship allowances, and any other location premium approved by the Plan Administrator, while a Participant in the Plan; however, bonuses paid after a Participant retires or terminates, travel pay, and other similar special payments are excluded.

Company means Marathon Petroleum Company LP and its subsidiaries and affiliates that participate in the Plan.

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Grace Period means the 2½ month period (January 1 through March 15) immediately following the Plan Year.

Employee means any individual who is employed by the Company and who is eligible to participate in the Plan.

Participant means an eligible Employee as defined in Article II who makes an election to participate in the Plan for a Plan Year. If you elect to participate in a Dependent Care FSA, you must file IRS Form 2441 with your tax return.

Plan Year means the period from January 1 of any calendar year through December 31 of the same year.

Qualified Dependent Care Expenses mean expenses incurred to provide care for your Dependent Children (children, and other qualified dependents as defined in Sections 152 and/or 213(d)(5) of the Internal Revenue Code), incapacitated spouse, or elderly parent so that you, and your spouse if you are married, can work. In certain cases your spouse does not have to work if he or she is a student or if either you or your spouse is disabled. **However, if your spouse does not work and neither you nor your spouse is disabled, you cannot participate in this Plan.**

Spouse means an individual who is legally married to a Participant and who is treated as a spouse under the Code. The term “spouse” shall also include a common law spouse established under the laws of a state in which common law marriage is legal and for which the Participant can provide confirmation of such common law marriage as required in the Marathon Petroleum Affidavit of Common Law Marriage form.

IV. Enrollment/Effective Date of Participation

If you elect to participate in a Dependent Care FSA, you must file IRS Form 2441 with your tax return.

A. Initial Participation

If you are a new Employee, you may make an election to participate in the Plan within the first 31 days of your employment, including your date of hire. You can enroll online through [Workday Benefits](#) (you must be logged on to the Company network). For assistance, view additional information at www.myMPCbenefits.com or contact the MPC Benefits Service Center at 1-888-421-2199, option 1, then option 3.

If you do not enroll within 31 days of your initial eligibility date, you are not eligible to participate and will have to wait until 1) the next Annual Enrollment, or 2) you experience a qualifying change in family or employment status, to enroll.

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B. Annual Enrollment

You must enroll **each** year during Annual Enrollment (usually held during the month of November) in order to participate in the Plan for the following Plan Year, beginning January 1. Elections must be made on or before the specified end of Annual Enrollment. If you fail to make an election on or before the specified Annual Enrollment cutoff date, then you will be deemed to have waived benefit participation under the Plan for the following Plan Year. Your election under the Plan is irrevocable during the Plan Year, unless you or one of your dependents experiences a qualifying change in family or employment status as described below.

If you are on an unpaid leave of absence during Annual Enrollment, you may elect to participate in the Plan within 31 days of your return from your leave of absence, including your return date. Following your election, your participation will become effective on the date you return to active employment. If you are on a leave of absence protected by the Family and Medical Leave Act (“FMLA”) during Annual Enrollment, you may enroll to participate in the Plan for the following Plan Year. Once enrolled for a given Plan Year, Participant contributions and claims against the Dependent Care FSA are not permitted until the Participant has returned to active employment in the calendar year for which the Participant enrolled or is on a paid leave of absence, as described in Section VII.C.

C. Change in Family or Employment Status

If you experience a qualifying change in family or employment status during a Plan Year, as set forth in Article V below, you may be able to cancel or change an election under this Plan. You must make a request to change an election within 31 days of the date of the qualifying status change, including the date of the event, and the change in election must be consistent with the status change. Required documentation supporting the election change also must be submitted within the 31-day election period. Documentation may include, but is not limited to, a marriage certificate, birth certificate, divorce decree or proof of loss of coverage.

Enrollment or a change in election submitted after the 31-day election period will not be accepted.

You may not make a new election mid-year to reduce the amount available in your Account if you have received reimbursements from the Account during the Plan Year that would exceed the total salary reduction amounts for the remainder of the Plan Year under the new election.

Note: If you separate from employment and are subsequently reemployed within the same calendar year by any of the participating companies of this Plan, you may elect to participate upon the first day of the next Plan Year. (Participation is not permitted in the same calendar year that both termination and re-employment occur.)

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V. Making a Change in Election

Except as provided below, any election that you make under the Plan shall be irrevocable and may not be changed during the Plan Year unless you have a qualifying status change.

You may only change your election under the Plan during a Plan Year if your election is due to and consistent with a “change in family or employment status.” For Plan purposes, a “change in family or employment status” includes the following events, as well as any other events the Plan Administrator determines are permitted under subsequent IRS regulations:

- A. You have a change in legal marital status, including marriage, death of a spouse, divorce, legal separation, or annulment;
- B. You have a change in the number of your dependents (as defined in Internal Revenue Code Section 152), including birth, adoption, placement for adoption, or death of a dependent;
- C. You, your spouse, or your dependent has a change in employment status, meaning termination or commencement of employment;
- D. You, your spouse, or your dependent has a change in work schedule, including a reduction or increase in hours, a switch between part-time and full-time, or commencement or return from an unpaid leave of absence;
- E. Your dependent satisfies or ceases to satisfy the requirements for an eligible dependent (as defined by the IRS);
- F. You, your spouse, or your dependent has a change in residence or work site which impacts employee cost or availability of the employee’s current dependent care coverage;
- G. A court order that requires day care support payments for an employee’s child;
- H. You change child care/elder care providers, or there is a cost increase or decrease charged by the current care provider; or
- I. Such other events as the Plan Administrator shall determine qualify in accordance with Code Section 129 and the regulations or other guidance issued thereunder.

The Plan Administrator may require you to submit satisfactory proof that the change in family or employment status occurred prior to permitting a change in your election under the Plan.

If you have a change of status you may revoke your benefit election under the Plan for the balance of the Plan Year and file a new election, but only if both the revocation and the new election are consistent with your change in status.

A change in election made due to and consistent with a change in family or employment status must be made no later than 31 days of the change in family or employment status. If you do not make a change in election within 31 days of a change in family or employment status, including the date of the status change, you may not make a change in election until you again become eligible as a result of a subsequent change in family or employment status, or the next Annual Enrollment, whichever comes first. Required documentation supporting the election change also must be submitted within the 31-day election period. Documentation may include, but is not limited to, a marriage certificate, birth certificate, divorce decree or proof of loss of coverage.

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Enrollment elections submitted after the 31-day election period will not be accepted.

YOU MUST SUBMIT AN ELECTION, INCLUDING SUPPORTING DOCUMENTATION, THROUGH WORKDAY BENEFITS (must be logged on to Company network) WITHIN 31 DAYS OF A QUALIFYING STATUS CHANGE, INCLUDING THE DATE OF THE STATUS CHANGE.

VI. Plan Benefits

A. Salary Reduction Contributions

Under the Plan, you may choose to either receive your full compensation for the Plan Year in cash (subject to such elections which you may make for any Plan Year with respect to other benefit plans and benefit programs offered by the Company) or have a portion of it applied through Salary Reduction Contributions by the Company toward the cost of benefits elected by you to be received under this Plan.

Salary Reduction Contributions are not subject to federal income taxes, Medicare tax or social security (FICA) tax. Depending on state and local law, Salary Reduction Contributions may be subject to state and local income taxes. By making an election under the Plan, you authorize and agree to Salary Reduction Contributions in the amount that the Plan Administrator determines appropriate to cover the benefits elected by you for the Plan Year.

The amount you elect to receive in the form of reimbursements for Qualified Dependent Care Expenses during the period of coverage is equal to the amount of Salary Reduction Contributions elected under this Plan.

Salary Reduction Contributions elected by you will be deducted from your Compensation on a pro rata basis over the period covered by your election based on the number of pay periods in the Plan Year to which your election applies.

As explained in the preceding paragraph, once you have specified a Salary Reduction Contribution amount, that amount is divided equally over the number of pay periods that remain following your effective date of participation in the plan. If you do not receive a paycheck, or have insufficient Compensation from which to take your pro rata Salary Reduction Contribution, your Salary Reduction Contribution amount will increase in the following pay periods in order to reach your annual contribution amount.

B. Maximum and Minimum Contribution Amounts

The minimum Salary Reduction Contribution that you may elect is \$120 per year, and the maximum amount that you may elect is \$5,000 per year (\$2,500 if married and filing separate income tax returns). Please Refer to Appendix A for assistance in estimating your annual contribution amount.

The total amount of your contributions cannot be greater than your taxable income or that of your spouse; whichever is lower, up to the \$5,000 maximum. If your spouse is a full-time student, or is physically or mentally incapable of taking care of oneself, he or she will be considered to have earned income of \$3,000 per year if you have one qualifying dependent or \$6,000 per year if you have two or more qualifying dependents.

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C. Dependent Care FSAs

The Plan Administrator will establish and maintain a Dependent Care FSA (“Account”) for each Participant for each Plan Year, but will not create a separate fund or otherwise segregate assets for this purpose. The Account will be a recordkeeping account for the purpose of tracking contributions, reimbursements, and forfeitures. The maximum amount available for reimbursement of Qualified Dependent Care Expenses is equal to the total of the Participant’s periodic contribution amounts in the Account, reduced by prior reimbursements made during the Plan Year,

Account information can be viewed at www.payflex.com or by contacting PayFlex at 1-844-PAYFLEX (1-844-729-3539).

D. Description of Benefits

If you elect to receive benefits under this Plan, you will be reimbursed for Qualified Dependent Care Expenses incurred by you so that you, and your spouse if you are married, can work subject to the maximum reimbursement limitations of this Plan and the limits elected by you for the Plan Year. The Plan will not, however, reimburse any payments for services that are paid by any third party payer on your behalf. Eligible expenses must be incurred during the Plan Year (January 1 through December 31) or during the 2½ month Grace Period (January 1 through March 15) immediately following such Plan Year.

Qualified Dependent Care Expenses mean expenses incurred to provide care for your Dependent Children (children, and other qualified dependents as defined in Sections 152 and/or 213(d)(5) of the Internal Revenue Code), incapacitated spouse, or elderly parent so that you, and your spouse if you are married, can work. In certain cases your spouse does not have to work if he or she is a student or if either you or your spouse is disabled. **However, if your spouse does not work and neither you nor your spouse is disabled, you cannot participate in this Plan.**

E. Reimbursement Requirements

Dependent care expenses qualify for reimbursement if they meet the following requirements, as established by the Internal Revenue Service:

1. In most cases, you must be claiming the dependent as a deduction on your federal income tax form and have custody of the dependent (you may wish to seek counsel from a tax advisor since there are some exceptions to this rule);
2. The dependent must reside with you at least 8 hours each day;
3. The dependent care provided must be incurred to enable you and your spouse (if married) to work;
4. Eligible dependents include your children under the age of 13, or physically or mentally impaired children of any age, your incapacitated spouse or elderly parent;
5. Your dependent care provider cannot be a dependent on your federal income tax return;
6. Your dependent care provider cannot be your children under the age of 19;

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7. Your dependent care provider must provide their name, address, and tax identification number or Social Security number;
8. Provider expenses must be incurred while employee and spouse (if married) are actively at work² (expenses incurred while an employee is on a Sick Leave, Family Leave or other periods of absence where an employee and/or spouse are not working are not eligible for reimbursement); and
9. Expenses must be incurred during the Plan Year, even if paid in another Plan Year, or incurred during the 2½ month Grace Period (January 1 through March 15) immediately following such Plan Year.

You are encouraged to seek counsel from a tax advisor if you have questions with regard to qualifying dependent care expenses.

F. Limitations on Benefits

Before the beginning of each Plan Year, the Plan Administrator will determine the maximum amount of reimbursement benefits that will be permitted for Participants under the Plan for the Plan Year. Reimbursements to you under the Plan for Qualified Dependent Care expenses covered for a Plan Year may not exceed the maximum amount. You will be advised of the maximum reimbursement amount prior to the commencement of the Plan Year. In no event may reimbursements to you under the Plan exceed the maximum amount elected by you for the Plan Year. In addition, your benefits may be further limited if you do not file timely claims for benefits under the Plan.

G. Payment of Benefits

The Company will make contributions necessary to provide the benefits to Employees under the Plan. The Plan shall have no assets. Benefits shall be funded through Salary Reduction Contributions from the general assets of the Company.

H. Forfeitures

No Participant shall have any right, title or interest in any assets of the Company as the result of any Salary Reduction Contribution election made by such Participant.

This means that at the end of the Plan Year, amounts contributed by you to this Plan through Salary Reduction Contributions that were not reimbursed to you for such Plan Year (including the Grace Period) shall be forfeited in accordance with the requirements of the Internal Revenue Code. It is, therefore, important that you plan carefully in electing your annual contribution amount.

² Except for short, temporary absences, such as for vacation or minor illness, provided the care-giving arrangement requires payment for care during the absences.



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VII. Continuation of Participation

As described below, during the Plan Year, if you are on a leave of absence, you may be eligible to continue participation as follows:

- A. Participation may continue for the duration of the leave if you are on a Military Leave. If the leave extends into a new calendar year, an election must be made during Annual Enrollment to participate in the new calendar year. Your elected contributions will continue to be deducted from your company pay, on a pre-tax basis, while on a Military Leave and receiving a Company pay offset.
- B. Participation may continue for Seasonal employees on layoff for up to three months or until the end of the year, whichever occurs first. (Although participation may be continued, expenses incurred while on seasonal layoff are not reimbursable, per IRS guidelines.)
- C. Participation may continue for up to six months if you are on any of the following leaves of absence:
 1. Medical Leave;
 2. Family Leave;
 3. Paid Parental Leave; and
 4. "Wounded Warrior" Family Leave of 26 workweeks or less.

Participation may be continued for no longer than six months from the commencement of your leave of absence, or until the end of the Plan Year, whichever is earlier. (You cannot elect to participate in a new Plan Year if you are on a leave of absence, other than a Military Leave, as described in VII.A. above.)

You may choose to terminate participation upon commencement of any of the above leaves of absence.

If you continue participation, your elected contributions will continue to be deducted on a pre-tax basis, to the extent possible from your Company pay, including sick benefits while on Medical Leave, or military pay while on Military Leave. For periods of unpaid leave, a Participant may, to the extent possible, pre-fund their elected contributions out of their last paycheck for the payroll period immediately prior to their unpaid status. Upon return to work in a Plan Year, your elected contributions to the Dependent Care FSA will resume and additional contributions to the extent possible will be deducted from your pay on a pre-tax basis to cover elected contributions not made for periods while you were on an unpaid leave during the Plan Year.

Note: Although participation (contributions) may be continued for up to 6 months, expenses incurred while an employee is on a Medical Leave, Family Leave or Paid Parental Leave are not reimbursable, per IRS guidelines.

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- D. Participation terminates if you are on a leave of absence or layoff other than described in A., B. and C. above, such as those listed below:
1. Medical Leave while receiving LTD benefits;
 2. Educational Leave; and
 3. Personal Leave.

Employees on an unpaid leave of absence during the enrollment period may elect to participate in the Dependent Care FSA within 31 days of their return from any leave of absence. Such elections become effective on the date you return to active employment.

VIII. Transfer of Employment

If you are transferred to another employer within the controlled group to which Marathon Petroleum Company LP belongs, you will remain a Participant for the remainder of the Plan Year. Your annual Salary Reduction contributions must remain at the same level as your initial election amount, unless you incur a qualifying status change during the Plan Year.

IX. Termination of Participation

Your participation in the Plan shall cease on:

- A. the end of a Plan Year (December 31) for which you have elected to participate; or
- B. the date you cease to be eligible to participate (including due to a leave of absence as described in Article VII.D. above); or
- C. the date on which your employment with the Company terminates; or
- D. the date on which your employer discontinues participation; or
- E. the date on which Marathon Petroleum Company LP terminates the Plan itself.

NOTE: You may not terminate participation in the Plan during the Plan Year unless the change is due to and consistent with a change in family or employment status, and your request is made within 31 days of the qualifying status change.

Upon your termination of participation in the Plan, any remaining salary reduction contributions that you have elected for the balance of the Plan Year and your period of coverage shall cease with the date of termination. You will have the right to submit a claim for reimbursement at any time prior to the expiration of the period for filing claims for any Qualified Dependent Care expenses incurred during the period of coverage for which contributions have been paid.

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X. Limitation of Benefits to Comply with Tax Laws

The Plan is subject to certain Internal Revenue Code requirements, including nondiscrimination testing requirements, which could make it necessary for the Company to reduce or terminate your contributions during the Plan Year if you are a Highly Compensated Employee. As a Participant in the Plan, you agree that the Company has the full right to take such action or other actions that the Company may deem necessary for the Plan to comply with Internal Revenue Code requirements. You will be notified if such reductions or other actions are required as applied to you.

Generally speaking, the nondiscrimination requirements that may as a practical matter be applied in the administration of the Plan include:

- The Plan cannot discriminate in favor of Participants who are highly compensated employees or their dependents as to contributions and benefits provided under the Plan; and
- The average benefits provided under the Plan to Participants who are not highly compensated employees must be at least 55% of the average benefits provided to Participants who are Highly Compensated Employees.

“Highly Compensated Employee” means any employee who was a “5-percent owner” as defined in Code Section 416(i) at any time during either the current year or the preceding (“look-back”) year, or who received compensation (within the meaning of Code Section 415(c)(3)) for the look-back year in excess of \$150,000 (for a 2024 determination) and was a member of the top-paid group for such look-back year. For this purpose, the determination of who is a Highly Compensated Employee, including the determinations of the number and identity of employees in the “top-paid group”, shall be made in accordance with Code Section 414(q) and the Treasury Regulations issued thereunder.

XI. Claim Procedures

When you incur qualified expenses, you must file a claim for reimbursement. You are reimbursed from your account on a non-taxable basis.

- Submit online claims: www.payflex.com
- Mailed claims: PayFlex
P.O. Box 8396
Omaha, NE 68108-0396
- Faxed claims: 1-855-703-5305
- Customer Service: 1-844-PAYFLEX (1-844-729-3539)

Claim forms are available online at www.payflex.com after you register or by calling PayFlex at 1-844-729-3539.

All claims (including those for expenses incurred during the 2½ month Grace Period) must be submitted online or postmarked by May 31 following the end of the Plan Year for which Qualified Dependent Care expenses were incurred and for which reimbursement is sought. Any claims submitted after such date will be automatically denied. All claims must be made by you in writing and delivered to PayFlex.

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Your claims should set forth such information as may be required by PayFlex to comply with the terms of the Plan. You will be asked to provide the taxpayer identification number or Social Security Number of the care provider on your claim form and on your federal income tax form. If you change providers during the Plan Year, you will be asked to provide the tax identification number of your new provider as well.

At a minimum, any claim submitted by you should set forth your name, address, Social Security Number, the name of the person for whom Qualified Dependent Care expenses were incurred, the amount and date of the claim, the name of the person, organization or entity to which the expense was paid, the specific basis for the claim, and any additional material or information which you wish to submit in support of your claim or which may be required. Your claim will not be deemed to be effectively made until the claim, as filed, satisfies the requirements established by the Plan and PayFlex.

If a claim for a Plan benefit is wholly or partially denied by PayFlex, notice of the decision shall be furnished to the Participant within a reasonable period of time after receipt of the claim.

A. Method of Reimbursement

Claims are processed within 3 – 5 business days of PayFlex's receipt. There are three forms of reimbursement when you incur qualified expenses, by check, direct deposit or by sending payment to your provider.

1. Check Reimbursements

Generally, reimbursement checks are issued within one business day following PayFlex's processing of your claim. Check reimbursement will occur automatically if you have not elected the direct deposit feature described below.

2. Direct Deposit of Reimbursements

You can elect to have your reimbursements electronically deposited directly into your bank account instead of receiving reimbursement checks through the mail. Generally, direct deposit reimbursements are issued within 24 – 48 hours following PayFlex's processing of your claim. You can sign up for direct deposit by logging on to your PayFlex account at www.payflex.com and submitting the online election for direct deposit or by calling PayFlex at 1-844-729-3539.

3. Pay Your Provider

You can have the funds sent directly to your provider by selecting "Send funds to someone else" and entering the provider information.

If you have questions or want to check the status of your Dependent Care FSA, you should go to www.payflex.com or contact PayFlex at 844-PAYFLEX (844-729-3539).

First time users should follow the on-line registration process.



XII. Benefit Claims Denial

If a claim for a Plan benefit is wholly or partially denied by the Plan, notice of the decision shall be furnished to the Participant by the Plan or Third Party Administrator within a reasonable period of time, but not later than 30 days after receiving the claim. If more time is needed to review the claim, the Plan may extend the time period up to an additional 15 days, explaining the reason for the extension and will notify the Participant of the extension before the end of the first 30-day period and reasons for the extension and date by which a decision is expected to be made. If a claim is rejected, the Plan will provide a written notification which shall include the following information:

- The specific reason or reasons for the denial;
- Specific reference to the Plan provisions on which the denial is based;
- A description of any additional material or information necessary to complete the claim and an explanation of why this material or information is necessary; and
- An explanation of the steps to be taken to submit the claim for review.

If a claim is incomplete, the extension notice will also specifically describe the required information or will allow a Participant 45 days to submit any requested information, which will suspend the time for a decision until the information is provided.

Appeals of Denied Claims

A Participant may appeal a denial of a claim by requesting a review by written application to the Plan Administrator or designee no later than 180 days after receipt by the Participant of written notification of denial of a claim. The Participant:

- May review pertinent documents; and
- May submit issues and comments in writing. Failure to make written request for appeal within the 180-day period after the receipt of the Plan Administrator's notice of denial of the claim shall render the Administrator's decision regarding the claim final, binding and conclusive on all parties.

A decision on review of a denied claim shall be made by the Plan Administrator not later than 60 days after the Plan Administrator's receipt of a request for review.

Written notice will be provided to the Participant, advising if the appeal was granted or denied. If the appeal is denied, the notice will describe the specific reason(s) for the denial; the specific Plan provision(s) upon which the decision is based; a statement of your right to review (upon request and at no charge) relevant documents and other information; a description of an internal rule, guideline, or other similar criteria relied upon in making the decision, if any; and any additional appeal levels, including the right to seek judicial review of the Plan's decision.

Questions regarding any of the procedures discussed above may be directed to the Plan Administrator.



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XIII. Unclaimed Payments

If within 5 years after any amount becomes payable hereunder to a Participant, the same shall not have been claimed, provided due and proper care have been exercised by the claims administrator and the Company in attempting to make such payments by providing notice at the Participant's last known address, the amount thereof shall be forfeited and shall cease to be a liability of the Plan. In such case, the amount thereof shall be retained by the Company in its general assets. Provided that the claimant initially made a timely claim, the claimant shall have the right and responsibility to re-establish their claim for payment with the Company by providing due proof that such amount is owed to the Participant.

XIV. Statute of Limitations

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

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XV. Administration of the Plan

Important Plan Administration Information	
Plan Name	Marathon Petroleum Dependent Care Flexible Spending Account Plan
Plan Administrator	Marathon Petroleum Employee Benefit Plan Administration Committee P.O. Box 1 539 South Main Street Findlay, OH 45839-01 Phone: 1-419-422-2121
Employer Identification Number	31-1537655
Type of Plan	Dependent care assistance program under Section 129 of the Internal Revenue Code
Plan Sponsor	Marathon Petroleum Company LP 539 South Main Street Findlay, OH 45840
Plan Number	569
Plan Year	The Plan Year is January 1 through December 31. Records are kept on a calendar year basis.
Recordkeeper	PayFlex Systems USA, Inc. P.O. Box 8396 Omaha, NE 68108-0396 Phone: 1-844-PAYFLEX (1-844-729-3539)

The Plan Administrator shall be responsible for the administration and interpretation of the Plan.

In determining the eligibility of employees and in construing the Plan's terms, the Plan Administrator has the power to exercise discretion in the construction of doubtful, disputed, or ambiguous terms or provisions of the Plan in cases where the Plan instrument is silent, or in the application of Plan terms or provisions to situations not clearly or specifically addressed in the Plan text itself. In situations in which the Plan Administrator deems it to be appropriate, the Plan Administrator may evidence (i) the exercise of such discretion, or (ii) any other type of decision, directive, or determination they may make with respect to the Plan, in the form of a written administrative ruling which, until revoked, or until superseded by plan amendment or by a different administrative ruling, shall thereafter be followed in the administration of the Plan.

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

The Company shall pay all costs and expenses incurred in administering the Plan.

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

Dependent Care Flexible Spending Account



The Plan shall be construed, whenever possible, to be in conformity with the requirements of the Code. To the extent not in conflict with the preceding sentence, the construction of the Plan shall be governed by the laws of the State of Ohio. Decisions of the Plan Administrator made on all matters within the scope of that authority shall be final and binding upon all persons, including the Company, all Participants and beneficiaries, their heirs and personal representatives, and all labor unions or other similar organizations representing Participants.

To the extent not superseded by the laws of the United States, the laws of the State of Ohio shall be controlling in all matters relating to the Plan.

XVI. Further Information

A. Limitation Regarding Employment

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

B. No Interest or Earnings

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

C. Severability

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

D. Forfeitures

Any unused amounts following the close of a Plan Year will be forfeited and restored to the Employer. Amounts so forfeited shall be applied by the Employer to reduce future costs.

E. Internal Revenue Service (IRS) Regulations

The Participant is responsible for ensuring the expenses submitted for reimbursement under this program meet all of the eligibility requirements set forth under the Internal Revenue Service regulations. Deliberately providing false information could result in penalties imposed by the Internal Revenue Service.

F. Non-Assignability

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



Dependent Care Flexible Spending Account

XVII. Participation by Associated Companies and Organizations

Upon specific authorization and subject to any terms and conditions it may wish to establish, Marathon Petroleum Company LP may permit eligible employees of subsidiaries and affiliated organizations to participate in this Plan. Currently, these participating companies include, but are not limited to, Marathon Petroleum Company LP, Marathon Petroleum Service Company, Marathon Petroleum Logistics Services LLC and Marathon Refining Logistics Services LLC.

XVIII. Modification and Termination of the Plan

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



Appendix A

Annual Dependent Care Expense Worksheet for Determining Estimated Annual Contributions to the Dependent Care FSA

Use the table below to assist you in determining how much to contribute to your Dependent Care FSA for the Plan Year. Remember to estimate low, as IRS regulations require that money left unused in the account at the end of the plan year be forfeited. There may be some weeks you will not require child care services (i.e., vacation or illness) and these situations should be taken into consideration. Also, many children are in several programs with differing costs. This could be a latchkey program during the school year and full-time day care during vacation periods.

_____	x	_____	=	_____
Cost per Week		Number of Weeks		Plan Year Contributions ³
³ This total is the amount you may wish to contribute to your Dependent Care FSA for a full plan year.				

Participation in your Dependent Care FSA can help you save valuable tax dollars. You will want to compare your estimated Dependent Care FSA tax savings to the savings you would receive under the Federal Income Tax Credit, available to you for dependent care expenses when you file your taxes each year. You are not permitted by the IRS to include the same dependent care expenses for both the Dependent Care FSA and the Federal Child Care Tax Credit on your federal tax return. If you currently use the Federal Child Care Tax Credit (or plan on doing so) you need to consult your tax advisor prior to enrolling in this account.

The IRS has established strict rules about what qualifies as “work-related dependent care expenses.” Make sure that the childcare expenses you expect to have will qualify. Consult your tax advisor or refer to IRS Publication 503, Child and Dependent Care Credit. You can find a copy at your local library or IRS office (look for U.S. Government in the white pages of your telephone directory), or at www.irs.gov.

If you use the Dependent Care FSA, you must file IRS Form 2441 with your tax return.

It is very important for you to review your tax forms from last year, the IRS Publications pertaining to childcare-related expenses or consult a tax advisor before deciding whether the Dependent Care FSA will provide the greatest tax savings for you compared to the Federal Child Care Tax Credit available when filing your tax return.